

**SEASONAL LEASE AGREEMENT**

THIS AGREEMENT entered into today on \_\_\_\_\_ between \_\_\_\_\_, hereinafter referred to as the **OWNER/LANDLORD**, and \_\_\_\_\_, hereinafter referred to as the **TENANT**, concerning the lease of the following described property: \_\_\_\_\_

\_\_\_\_\_, is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased.

OWNER/LANDLORD as herein used shall include the OWNER/LANDLORD (s) of the premises, its heirs, assigns or representatives and/or any agent (s) designated by the OWNER/LANDLORD (s).

**BLDG. NAME: BERMUDA RIDGE AT WOODS EDGE**

**BLDG. #-** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **UNIT** \_\_\_\_\_ **UNIT PHONE: N/A**

**CITY/STATE/ZIP:** \_\_\_\_\_

**PARKING SPACE: 2 UNASSIGNED/GARAGE**

**TERM OF LEASE:** \_\_\_\_\_ **TO** \_\_\_\_\_.

**RENT:** \$ \_\_\_\_\_

**ANY APPLICABLE SALES TAX** \$ \_\_\_\_\_

**SECURITY DEPOSIT:** \$ \_\_\_\_\_

**DEPARTURE CLEANING FEE:** \$ \_\_\_\_\_

**TOTAL DUE:** \$ \_\_\_\_\_

**DUE UPON SIGNING - \$** \_\_\_\_\_

**BALANCE DUE \$** \_\_\_\_\_ **(September 1 or 90 Days prior to arrival whichever comes first)**

The expenses of the Premises shall be allocated as follows and shall be prorated to the extent bills cover a period different than the lease period:

TENANT agrees and acknowledges responsibility to pay: Rent, Security Deposit, Condominium fee (if applicable), departure clean as stated in section eight (8) hereafter.

TENANT agrees and acknowledges responsibility to pay any increase or adjustments in state & tourist taxes & association application fees.

TENANT agrees and acknowledges responsibility to return all keys, parking passes, pool keys or the following will be imposed from security deposit: (as determined by OWNER/LANDLORD)  
\$ \_\_\_\_\_

Landlord agrees and acknowledges responsibility to pay: Electricity, water/sewer, trash pickup, basic cablevision, lawn/pool maintenance (if applicable).

**TENANT AGREES AS FOLLOWS:**

1. TENANT accepts said premises in the present condition and agrees to keep the interior and/or exterior in clean condition, replace all articles of personal property damaged or broken during the lease, pay the cost of repairing any damage to any part of said premises caused by negligence of the TENANT or his invitees, and at the termination of this lease to promptly surrender said premises to **OWNER/LANDLORD** in as good condition as said premises were at the execution of this lease, excepting wear and tear and loss or damage by fire or the acts of God.

**Bermuda Ridge Condominium Association, Inc.**  
**Bonita Springs, Fl 34134**  
c/o KEB Management Services, 6017 Pine Ridge Rd, Suite 262, Naples, FL. 34119

2. Premises will be occupied by those listed on Lease/Rental Application in accordance with Condominium Association By Laws.
3. Cancellation Policy: If a reservation is cancelled, the confirmation deposit will be held until the property has been rebooked and confirmed for the same rental period for the same rate. There are No Exceptions. If the property is reserved for only a part of the rental period or for fewer days, the deposit will be refunded minus any uncollected rent for that rental period. All guest cancellations are subject to a cancellation fee of \$ \_\_\_\_\_.
4. No part of said premises will be sublet and this lease will not be assigned or transferred in any way without the written consent of the OWNER/LANDLORD. There shall not be, at any time, more than **four (4)** people in total, occupying the premises without written consent of OWNER/LANDLORD.
5. Pets: TENANTS limited to maximum of two (2) indoor cats only. **NO OTHER PETS PERMITTED.**
6. The TENANT will permit OWNER/LANDLORD, his agents and employees to enter the premises at all reasonable times for any purpose connected with repair, improvement, care and management of the premises, including, the showing of the residence to prospective TENANTS or buyers by appointment.
7. The property shall be cleaned at OWNER/LANDLORD expense, prior to TENANTS arrival. **OWNER/LANDLORD** makes reasonable efforts to insure that our properties are ready for our Guests arrivals. However due to the seasonal nature of our business, all properties may not be cleaned by the check-in time of 3pm. No refunds will be given should this occur. Upon departure, the property will be professionally cleaned at TENANTS expense and there may be an excessive laundry charge of \$ \_\_\_\_\_ for anything over 2 loads.
8. The security/damage/deposit shall be returned to the TENANT within sixty (60) days after the termination of this lease, after OWNER/LANDLORD has deducted from the deposit all unpaid bills, together with any damage to the premises or loss to OWNER/LANDLORD as result of TENANT's nonperformance of any of the terms of this lease. No interest shall be paid. Should the TENANT abandon any furniture, clothing or other items what so ever at said property, then a penalty of \$ \_\_\_\_\_ to have a contractor remove said items and the rental fee to store said items will be charged to the TENANT. By signing this rental agreement, the TENANT agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining TENANT, as provided by Chapter 83, Florida Statutes, the OWNER/LANDLORD shall not be responsible or liable for the storage or disposition of the TENANT's personal property.
9. TENANT agrees to pay all cost of proceedings by OWNER/LANDLORD for recovery of rents or for recovery of the possession of the premises, or for the enforcement of any of the terms and conditions of this lease, including a reasonable attorney's fees, all upon the successful adjudication of the OWNER/LANDLORDS' claims.
10. Should any of the stated payments not be paid when due, then all subsequent payments shall immediately become due and payable.
11. TENANT covenants and agrees that if default shall be made in the payment of the rent as aforesaid, or if said TENANT shall violate any of the covenants of this lease, then the said TENANT shall become TENANT at sufferance, hereby waiving all rights of notice and the OWNER/LANDLORD shall be entitled to immediately re-enter and retake possession of demised premises.
12. If subject property is a condominium or cooperative apartment, this lease shall be subject to the approval of the Association's Board of Directors; and **TENANT agrees to abide by governing documents, by-laws and Rules of the Association, once they are made available to TENANT. If subject property is a single family home, TENANT agrees to abide by any and all neighborhood or Home OWNER/LANDLORD's Association rules.**
13. Many communities have rules pertaining to no pickup trucks, no commercial vans, boats, etc. It is the responsibility of the TENANT to inform OWNER/LANDLORD and get in writing if vehicle is permitted or may be asked to vacate and all monies may be forfeited.

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14. TENANT agrees to hold OWNER/LANDLORD harmless from any loss, damage, or claim by third parties arising from any negligence or intentional conduct by TENANT or those under TENANTs control.

15. TENANT's personal property kept upon the premises, or any storage rooms or areas, shall be kept there at sole risk of TENANT and OWNER/LANDLORD shall in no event be liable for any loss, destruction or theft of, or damage to, such property. TENANT shall be responsible for obtaining its own insurance to cover against the possibility of such loss.

16. RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county health unit.

**17. NO SMOKING IN UNIT**

**OWNER/LANDLORD AGREES AS FOLLOWS:**

1. OWNER/LANDLORD agrees to maintain the property in good condition and repair; provided however, OWNER/LANDLORD shall not be required to begin the making of said repairs unless and until TENANT shall have first given notice to OWNER/LANDLORD the nature of said needed repairs. If repairs are due to TENANT's misuse or negligence, TENANT shall be responsible for payment of same, unless repair falls under the scope of normal wear and tear.

2. In the event that the above described premises are sold during the period of this lease, the sale shall in no manner affect the terms and the rights and privileges given TENANTs in this lease, including the right to occupy the premises for the full term of the lease.

3. Should the building on said premises, or any part thereof, be destroyed or so damaged by fire or by elements as to be unfit for occupancy or use, this lease shall immediately be terminated and the OWNER/LANDLORD hereby covenants and agrees to return to the TENANT the pro-rata share of the rent for the unexpired term under this lease; such settlement will then terminate OWNER/LANDLORD's obligation and render this lease hereinafter null and void.

If any provision of this lease should be found to be unenforceable, the remaining clauses shall still be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth herein below.

\_\_\_\_\_  
TENANT SIGNATURE

Date: \_\_\_\_\_

\_\_\_\_\_  
TENANT SIGNATURE

Date: \_\_\_\_\_

\_\_\_\_\_  
**OWNER/LANDLORD**

Date: \_\_\_\_\_

TENANT EMAIL \_\_\_\_\_

TENANT PHONE: \_\_\_\_\_