

FLA-mingo RESORT PROPERTIES, LLC TENANT RESERVATION AGREEMENT

THIS AGREEMENT CONSTITUTES A CONTRACT BETWEEN THE PERSON OR PERSONS KNOWN AS TENANT AND FLA-mingo Resort Properties, LLC, management/agent/owner OF 605 SOUTH CRESCENT ARMS.

PREMISES, FURNISHINGS AND UTILITIES: TENANT UNDERSTANDS THAT THE PREMISES AND ITS FURNISHINGS ARE PRIVATELY OWNED. THE TENANT SHALL BE ENTITLED TO ESSENTIAL KITCHEN UTENSILS, DISHES, AND LINENS AS AGENT DEEMS NECESSARY. NO MAID/LINEN SERVICE IS PROVIDED. ALL OTHER FURNISHINGS SUCH AS PAPER PRODUCTS, SOAP, GARBAGE BAGS, ETC. SHALL BE THE SOLE RESPONSIBILITY OF THE TENANT. ELECTRIC POWER AND LOCAL PHONE SERVICE IS PROVIDED BY THE OWNER. TENANT SHALL PRUDENTLY USE ELECTRICITY AND SHALL NOT CHARGE LONG DISTANCE CALLS TO OWNER'S PHONE. EXCESSIVE USE OF ELECTRICITY SHALL RESULT IN EITHER A CHARGE AGAINST THE TENANT'S SECURITY DEPOSIT OR A LIABILITY FOR WHICH THE TENANT SHALL PAY THE AGENT OR OWNER ADDITIONAL MONIES.

RESERVATION/PAYMENT: A \$400.00 SECURITY DEPOSIT IS REQUIRED TO PLACE A TEMPORARY HOLD ON THE UNIT. SAID UNIT WILL BE A CONFIRMED RESERVATION WHEN THIS AGREEMENT IS SIGNED AND RECEIVED BY MANAGEMENT. THIS AGREEMENT MUST BE **RETURNED WITHIN 7 DAYS**. ALL MONEY (SECURITY DEPOSIT, RENT, TAX) IS TO BE RECEIVED **AT LEAST SIXTY DAYS PRIOR TO ARRIVAL**. IF THE UNIT IS RESERVED LESS THAN SIXTY DAYS PRIOR TO ARRIVAL, ALL MONEY IS DUE AT THE TIME OF RESERVATION. IF THE ABOVE IS NOT FOLLOWED, MANAGEMENT RESERVES THE RIGHT TO CANCEL RESERVATION. ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. **ALL PAYMENTS ARE TO BE MADE ELECTRONICALLY THROUGH ZELLE OR POPMONEY**. TENANT MUST BE 25 OR OLDER. PROOF OF AGE REQUIRED FOR ONLINE RESERVATIONS. **THE RENTER MUST RESIDE IN THE PROPERTY**.

SECURITY DEPOSIT: THE SECURITY DEPOSIT SHALL BE HELD BY THE AGENT TO COMPENSATE THE OWNER FOR (A) UNPAID RENT; (B) DAMAGE OR LOSS OF FURNISHINGS AND EQUIPMENT WITHIN THE PREMISES; (C) EXCESSIVE UTILITY CHARGES AND UNPAID LONG DISTANCE PHONE CHARGES (*SEE ITEM 1); (D) OTHER SERVICES PROVIDED BY THE AGENT OF ITS ASSIGNS; AND /OR TO COMPENSATE THE CONDOMINIUM ASSOCIATION FOR DAMAGE TO THE CONDOMINIUM PROPERTY; (E) EXTRA CLEANING OVER THREE (3) HOURS REQUIRED TO RETURN THE UNIT TO ACCEPTABLE CONDITION; (F) EXCESSIVE DIRTY LAUNDRY LEFT IN UNIT AT TIME OF DEPARTURE—**OVER TWO (2) LOADS LEFT= \$15.00 PER LOAD**; (G) EXCESSIVE SOIL/SAND; (H) PAINT TOUCH-UP DUE TO DAMAGED OR MARKED WALLS; (I) DISHES/SILVERWARE/PANS NOT CLEAN AND RETURNED TO CABINETS; (J) **SMOKING IN UNIT OR ON LANAI WILL BE LOSS OF ALL DEPOSIT**. WITHIN 14 DAYS AFTER TERMINATION OF THIS TENANCY, AGENT SHALL EITHER RETURN THE SECURITY DEPOSIT TO THE TENANT OR MAKE A CLAIM UPON SAID SECURITY DEPOSIT IN ACCORDANCE WITH FLORIDA LAW.

CANCELLATION: MONIES PAID HEREUNDER SHALL BE REFUNDED IF TENANT'S WRITTEN NOTICE OF CANCELLATION OF THIS RENTAL IS RECEIVED BY THE AGENT ON OR BEFORE SIXTY (60) DAYS PRIOR TO THE DATE OF COMMENCEMENT. NO REFUND OF MONIES COLLECTED SHALL BE MADE UNLESS THE PREMISES ARE SUBSEQUENTLY RENTED FOR THE FULL PERIOD ANTICIPATED UNDER THIS AGREEMENT. **NO REFUNDS FOR EARLY DEPARTURES**.

TENANCY APPROVALS AND COMPLETE COMPLIANCE WITH CONDOMINIUM REGULATIONS:

THIS RENTAL AGREEMENT AND TENANT'S RIGHT OF OCCUPANCY SHALL BE SUBJECT TO THE APPROVAL OF THE TENANT BY CRESCENT ARMS CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION. THE TENANT AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THE DECLARATION OF CONDOMINIUM GOVERNING THE PREMISES AND BY ANY RULES AND REGULATIONS HERETOFORE OR HEREAFTER ADOPTED BY THE ASSOCIATION, WITH THE FOLLOWING BEING OF EXCEPTIONAL IMPORTANCE: (A) **NO PETS**; (B) TENANT MAY NOT SUBLET THE PREMISES NOR ASSIGN THIS AGREEMENT; (C) RENTAL RATES ARE BASED UPON OCCUPANCY BY SIX (6) PERSONS. MAXIMUM TOTAL UNIT OCCUPANCY IS SIX (6) PERSONS. (D) ALL TRASH MUST BE BAGGED AND SEALED AND PLACED IN APPROPRIATE CONTAINERS. (E) NO CHILD OR INFANT ALLOWED IN POOL WHO IS NOT POTTY TRAINED OR WEARING A **SWIM** DIAPER, NOT A REGULAR DIAPER.

Initials _____

DISSATISFACTION UPON ARRIVAL: ANY CLEANING PROBLEMS SHOULD BE REPORTED IN WRITING VIA EMAIL **WITHIN 24 HOURS** OF ARRIVAL. ALSO, ANY DAMAGES TO UNIT AND/OR FURNISHING MUST BE REPORTED IN WRITING VIA EMAIL WITHIN THAT SAME PERIOD PREVIOUSLY MENTIONED. FAILURE TO REPORT DISSATISFACTION WITH CLEANING OR DAMAGES WITHIN THE AFOREMENTIONED TIME PERIOD WILL RESULT IN RESPONSIBILITY RESTING WITH THE TENANT.

TERMINATION OF RENTAL: IF THE TENANT VIOLATES ANY OF THE CONDITIONS/RESTRICTIONS OF THIS AGREEMENT, TENANT FORFEITS SECURITY DEPOSIT AND AGENT MAY TERMINATE THIS AGREEMENT, WHICH UPON NOTICE OF SUCH TERMINATION; TENANT SHALL VACATE THE PREMISES IMMEDIATELY. CRESCENT ARMS CONDOMINIUM ASSOCIATION, INC. RESERVES THE RIGHT TO EVICT WHEN TENANT REFUSES TO COMPLY WITH ASSOCIATION COVENANTS OR RULES AND REGULATIONS. QUIET HOURS ARE 10 P.M. UNTIL 8 A.M.

RADON GAS: RADON 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 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. (*STATE REQUIRED DISCLOSURE.)

ENTRY INTO PREMISES: THE AGENT OR AUTHORIZED EMPLOYEES OF REPAIRMENT MAY ENTER THE PREMISES, WITH OR WITHOUT PERMISSION OF TENANT, DURING REGULAR BUSINESS HOURS, FOR ANY PURPOSE CONNECTED WITH THE REPAIR, IMPROVEMENT, CARE AND MANAGEMENT OF THE PREMISES. IN CASES OF EMERGENCY, THE OWNER, AGENT OR AGENT'S EMPLOYEES MAY ENTER AT ANY TIME WITHOUT PERMISSION OF THE TENANT.

WAIVER OF TERMS: THE TENANT AGREES THAT THE WAIVER OF ANY TERM, COVENANT, OR CONDITION OF THE AGREEMENT SHALL NOT BE TAKEN NOR CONSTRUED TO BE THE WAIVER OF ANY OTHER TERM, COVENANT OR CONDITION.

INDEMNIFICATION: TENANT SHALL INDEMNIFY AND HOLD HARMLESS ASSOCIATION AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, SUITS, DAMAGES, COSTS, LOSSES, EXPENSES OR OTHER LIABILITY ARISING FROM INJURY TO ANY PERSON OR PROPERTY OCCURRING ON OR ABOUT THE UNIT OR CONDOMINIUM PROPERTY OR ANY OTHER LIABILITY RELATING TO THEIR PERFORMANCE OF THE AGREEMENT OR ANY OTHER DUTY OF ASSOCIATION. TENANT ACKNOWLEDGES THAT LOSSES FROM THEFT OR VANDALISM SHALL BE BORNE BY TENANT. FLA-mingo RESORT PROPERTIES, LLC, IS NOT RESPONSIBLE FOR THE WEATHER, ACTS OF WAR, OR ACTS OF GOD. NO REFUNDS WILL BE GIVEN WITHOUT 60 DAYS ADVANCE NOTICE.

TENANT WILL BE GIVEN THE CODE TO GATE, POOL, BUILDING AND UNIT ON THE DAY OF CHECK-IN VIA TEXT OR E-MAIL. PLEASE ADVISE OWNER YOUR PREFERENCE HOW YOU WOULD LIKE TO RECEIVE INFORMATION UPON RETURN OF CONTRACT. FOR YOUR SAFETY AND THOSE AROUND YOU, PLEASE DO NOT SHARE THIS INFORMATION OR LET PEOPLE INTO COMPLEX THAT YOU DO NOT KNOW.

NO COMMERCIAL VEHICLES, TRAILERS, CAMPERS, MOTORCYCLES, MOTOR HOMES, R.V.'S, BOATS AND BOAT TRAILERS ARE ALLOWED ON CRESCENT ARMS PROPERTY.

ONLY ONE (1) PARKING SPOT PER UNIT IS GUARANTEED.

THIS IS A PRIVATE RENTAL AND DOES NOT GO THROUGH THE FRONT OFFICE PERSONNEL. PLEASE DO NOT GO THROUGH FRONT OFFICE FOR PROBLEMS/QUESTIONS. PLEASE CONTACT ME DIRECTLY VIA EMAIL AT flamingoresortproperties@gmail.com or TEXT ME AT (513)-225-6667.

SUBJECT TO RETURN, THIS AGREEMENT CONFIRMS THE RENTAL WHEN SIGNED BY TENANT(S) AND \$400.00 SECURITY DEPOSIT RECEIVED. PLEASE RETURN VIA EMAIL AT flamingoresortproperties@gmail.com OR FAX TO 513-469-5072.

Initials _____

**FLA-mingo RESORT PROPERTIES, LLC
TENANT RESERVATION AGREEMENT**

**IN SIGNING THIS AGREEMENT, I/WE AGREE TO ABIDE BY THE
RULES AND REGULATIONS OF THE CRESCENT ARMS ASSOCIATION
AND OWNER OF 605 SOUTH CRESCENT ARMS.**

DATE OF STAY: _____

Date: _____ **PRINT NAME:** _____

Signed: _____

Tenant

Date: _____ **PRINT NAME:** _____

Signed: _____

Tenant

Please initial/sign each page and fax the contract to (513) 469-5072 or scan and email to flamingoresortproperties@gmail.com. Please file the contract for your reference on rules/regulations. Thank you for booking my “slice of paradise”. If you have any questions, please feel free to contact me. I will email you a receipt for your contract and security deposit.