



The Coral Reef Vacation Home Rental Agreement



Mark Ladner & Diane DiGirolamo, owners of the Coral Reef located at 4460 Panama Shell Dr. North Captiva Island Florida, rents the above 4 bedroom, 4bath home excluding owners areas/closets to the listed guests. Please list all guests to occupy the home during the rental period.

Guest Names

- | | |
|----------|-----------|
| 1) _____ | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Number of adults _____ Number of children under 18yrs. _____

Reservation in name of _____
Reserver's address _____

Phone # _____

Drivers Lic.# _____ State _____

Email Address _____

Please print this agreement, review and complete it.

Then sign and return by Fax to (773) 883-0641 or email to mladner@rcn.com

We reserve the right to cancel this reservation and return the deposit if this agreement is not received back with in 48 hours of when you make the reservation.

Check In / Arrival Date _____ arrival time after 3:00 PM
Check Out/ Departure Date _____ Departure time by 9:00 AM

Rental fee for the above period	\$ _____
Tax 11% (State tax plus Lee County tax)	\$ _____
Security/Damages/Reservation Deposit	\$ _____
2 nd golf cart rental \$250.00/week	\$ _____
Total Due	\$ _____

\$ 500.00 Security deposit due at time of booking

25% of rental fee due when agreement is returned

Balance of "Total Due" 60days prior to stay (if booked with in 60 days of stay the total Rental fee, tax and security deposit is due at time of booking)

The Security /damages/reservation fee of \$ 500.00 to be returned with in 45 days of departure providing the house is left in satisfactory condition and there has been no damage to the property, contents, golf cart etc.

Please make check payable to: **Mark Ladner**

Send Check and Agreement to Mark Ladner 2848 N. Racine Chicago Il. 60657

Cancellation Policy

All cancellations and requests for changes to your reservation must be In Writing. (By fax, email or letter) All cancellations are subject to a \$250.00 processing fee, which will be deducted from your security deposit if the cancellation occurs 60 to 90 days prior to the rental period, 50% of the total rental amount will be retained. If the cancellation occurs 30 to 60 days prior to rental period, 75% of the total rental amount will be retained, if the cancellation occurs within 30 days of the rental period, the entire rental amount will be retained. No refunds will be given for unused portions of the rental. **We strongly recommend Trip Insurance to cover the unexpected.**

Hurricane Policy: No Refunds will be made in the event of a hurricane. It is strongly recommended that you purchase vacation and hurricane insurance for your protection. Hurricane season is June through November.

Terms of Tenancy

The under signed agrees to the following terms of tenancy

- We agree to use the home as if it was our own home and report any damage or problems immediately at time of occurrence to Landlord's Caretaker, Sherman Cottrell 502-419-3306
- The use of one golf cart is included in the rental fee. 2nd cart available for an additional fee.
- **Absolutely No one under the age of 16 years is allowed to drive the golf cart.** (immediate loss of the golf cart use if anyone under 16 drives the cart)
- Damage to the cart will be deducted from the security deposit.
- No smoking is permitted in the home. If you do smoke outside please treat the cigarette filters as waste and dispose them properly.
- **Long distance calls in the continental US are included in the rental fee.** International calls are blocked. To call internationally please use a credit card. The # at the house is (239) 395-1194
- Please enjoy the vacation home to the fullest and depart the premises at the time specified in the agreement.
- I/We understand that any damages or cleaning of excessive dirt will be charged against our security deposit. We agree to pay the caretaker for any extra services we request. Extra services, when available include additional golf cart trips to and from the Island dock other than arrival and departure of primary group, additional house keeping services etc.
- In event of collection action, we understand that we will be responsible for Landlord's cost of collection as well as reasonable attorney's fees.
- Due to the house keepers need for the house to be empty it is essential that guest's departure be at 9:00 am on the last day of the rental period.
- Landlord/caretaker reserves the right to do grounds care, property repair, and maintenance during guests stay.
- Please do not run the heat/air conditioning with windows or exterior doors open.
- Under no circumstances should any exterior doors be left open when leaving the house. Storms can come up very quickly and soak the interior of the house.
- Before departure please strip the beds and place the linens in the corner of each room.

Your hosts, Mark and Diane, wish you the very best during your stay at our vacation home. We remain heartened by the degree of success and happiness past stays have brought our valued guests. We wish you a blissful retreat filled with many fond memories.

Best wishes,
Mark and Diane

I hereby agree to the Fees and policies as stated in the above agreement

Guest signature

Date

The Coral Reef

General Release and Indemnification:

I/We agree to release and discharge, and for myself/ourselves and for my/our heirs, representatives, executors, administrators, successors and assigns, Due here by remise, release and forever discharge Mark Ladner & Diane DiGirolamo hereinafter referred to as release(s), his/her/their/its heirs. Executors, administrators, insurers, successors and assigns, and any and all persons, firms, corporations, associations, of and from any and all causes of action, suits, rights, judgments, claims and demands, of whatsoever kind, in law or in equity, known and unknown, which I/We now have or may hereafter have, especially the claimed legal liability of release(s), arising from or by reason of any and all bodily or personal injuries and/or and property damage known or sustained by me/us arising out of my/our use of the rental property including, but not limited to kayaks, boats, bicycles, swimming pool, and any other use or activity associated with rental of the Coral Reef, located on North Captiva Island Florida, which liability release(s) expressly deny(ies).

I/WE further agree to indemnify and hold harmless Mark Ladner and Diane DiGirolamo, the caretaker or any other employee from any and all causes of action, suits, rights, judgments, claims, demands, damages and injury arising from my or my guests use, misuse, negligence or intentional conduct during the period of my/our stay. At the rental property and the use of its amenities including but not limited to , kayaks, boats, bicycles, swimming pools, and any other use or activity associated with the rental property described above.

Use of Vehicle:

I/we agree to release and discharge, and for myself/ourselves and for my/our heirs, representatives, executors, administrators successors and assigns, do hereby remise, release and forever discharge, Mark A Ladner and Diane DiGirolamo here after referred to as release(s) his/her/their /its heirs, executors, administrators, insurers, successors and assigns, and all other persons, firms, corporations, and associations, of and from any and all causes of action, suits, rights, judgments, claims, and demand of whatsoever kind, in law or on equity, known and unknown, which I/we now have or may hereafter have, especially the claimed legal liability of release(s), arising from or by reason of any and all bodily or personal injuries and/or property damage known and may be sustained by me/us arising out of my/our use of the **Golf Cart(s)** in North Captiva, Florida which liability release(s) expressly deny(ies).

I/we further agree to indemnify and hold harmless Mark A. Ladner and Diane DiGirolamo, the care taker and any other employee from any and all causes of action, rights, judgments, claims, demands, damages and injury arising from my/my guests use, misuse, negligence or intentional conduct during the period of my/our stay of the use of **Golf Cart**. I/we agree that vehicles will not be taken off the main road, agree to drive slowly, and all drivers of the Golf Cart to be a **minimum age of 16 years old**.

Intending to be legally bound thereby, WITNESS my/our hand(s) this _____ day of _____, _____

(Tenant signature)

(Date)