

# **WATERCOLORS**

## **RENTAL AGREEMENT**

This is a rental agreement between Bill and Judy Wren, owners, and \_\_\_\_\_, renter(s), regarding **WATERCOLORS**, located at 3061 South Ponte Vedra Boulevard (A1A), Ponte Vedra Beach, FL 32082.

**Reservation/Damage Deposit.** A reservation deposit of \$500 for one week (or less) or \$1000 for two weeks or more is required to secure the rental. Upon arrival, it converts to a refundable damage deposit. It does NOT apply toward the rent and will be held until the house has been inspected. Assuming no problems, the deposit will be refunded within two weeks of the departure date. **Violation of any condition below will result in the loss of all or part of the deposit!**

- **Damage.** You are responsible for damage to the house, furniture, deck, rented surfboards, or grounds.
- **Pets.** If you bring a pet you must have signed a Pet Agreement and paid the associated fees.
- **Smoking.** No smoking is allowed inside. If you smoke outside, you must dispose of remnants appropriately.
- **Guests.** Only the individuals named on the Guest List on Page 2 can stay overnight.
- **Parties.** No weddings, receptions, or other parties are allowed without permission and payment of party fees.
- **Serenata Club.** To use the Serenata Club, you must obtain application forms from the owner and pay appropriate fees. Attempts to use the Club without written owner authorization will result in loss of your deposit.
- **Check in and Out.** No early arrivals or late checkouts are allowed without permission of owners.
- **Cleaning.** The cleaners are responsible for normal cleaning of the house and deck. Extra cleaning caused by damage, pets, smoking, late check out, parties, litter, or disrespect will result in loss of all or part of your deposit.

### **REFUNDS**

Once a reservation is made, refunds of deposit and rent paid are made **ONLY** if the house becomes uninhabitable **OR** if the owners are able to re-rent the house for the same period and amount as the original booking. All refunds due to renter-initiated cancellations are subject to a 10% administrative fee.

**Hurricane Policy:** Refunds will be issued only if the National Weather Service orders a mandatory evacuation in our immediate area (St. Augustine to Jacksonville). When a mandatory evacuation order is given, we will refund (a) any unused portion of rent from a guest currently renting the house; (b) any unused portion of rent from a scheduled renter who wants to arrive after the hurricane order is lifted; or (c) any advance rents collected for a renter scheduled to arrive during the mandatory evacuation period. **We encourage renters to obtain trip cancellation insurance.**

### **CLEANING FEES.**

Regardless of which cleaning plan you select, it is expected that you will treat our home as you would your own. Renters have two options:

- Pay a cleaning fee of **\$275** and do no cleaning other than leaving the house tidy, or
- Pay a cleaning fee of **\$200** and do the following: wash and dry at least one full load of bed or bath linens; wash all dishes, glasses, pans, etc.; leave the grill clean; empty the refrigerator of all opened items (unopened items can be left for the cleaners if you wish); put all household trash and garbage in the supplied tie bags; put all furniture, cribs, kitchen items, and accessories back where you found them.

### **IDEMNIFICATION AGREEMENT**

Renter hereby agrees to indemnify, defend, and hold harmless Judy and William Wren (collectively, the "Owners") from and against any and all claims, damages, expense (including, attorneys' fees) or liability arising from Renter's actions during the term of this Rental Agreement, the performance of any repair, renovation, or maintenance to the property, or otherwise from the Renter's (or any contractor, agent, employee, invitee or guest of Renter) use or occupancy of the property. This indemnity will include, but not be limited to, claims or liabilities asserted against Owners based upon negligence, strict liability or other liability, however founded, by any third party, and all costs, attorneys' fees, expenses, and liabilities incurred or paid by Owners in the defense of any such claim. Owners may defend any such claim at Renter's expense by counsel selected by Owners. Furthermore, as a material part of the consideration to Owners for the entering into this Rental Agreement, Renter assumes all risk of damage to property or injury to persons in, upon, or about the property arising from any act or omission of Renter, Renter's agents, employees, contractors, licensees, guests and invitees. In the event of termination of this Rental Agreement, Renter agrees that all indemnification provisions of this Rental Agreement shall survive any such termination.

I have read and agree to the conditions noted above.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

**WATERCOLORS GUEST LIST**

Only the individuals listed below can stay in the house over night. Additional names must be disclosed to the owners prior to the arrival date. No more than 12 people (plus baby in crib) can be accommodated.

<b>Name:</b>	<b>Age (if minor)</b>	<b>Name:</b>	<b>Age (if minor)</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**RENTER INFORMATION**

Renter Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone(s): \_\_\_\_\_

RENTAL dates: Arrival on \_\_\_\_/\_\_\_\_/\_\_\_\_ no earlier than 4 PM; departure on \_\_\_\_/\_\_\_\_/\_\_\_\_ no later than 10 AM.  
(Mo/ Day / Year) (Mo/ Day / Year)

**FEES DUE**

The following is due NOW to reserve the house: \$500 for 1 week or less; \$1000 for 2 weeks or more: \$ \_\_\_\_\_

Fees below are due NOW if within 8 weeks of arrival or on this date (8 weeks prior to arrival): \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

Rent: \$ \_\_\_\_\_; Pet Fee \$ \_\_\_\_\_; Cleaning Fee \$200\_\_ OR \$275\_\_\*; 10% Tax on Rent and Fees \$ \_\_\_\_\_  
\*See cleaning options on page 1

**Total Due on above date: \$ \_\_\_\_\_**

**Note: Serenata Club Fees and Surf Board Rental Fees are handled with separate documents.**

Your signature below indicates that you agree to the rental conditions and fees as delineated in this rental agreement.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE COMPLETE RENTER INFORMATION, SIGN, AND SEND ONE COPY TO:**

Judy Wren; 1024 River Oaks Road; Jacksonville, Florida 32207  
Telephones: H/O: 904-396-7555; Cell: 904-504-1632; E-Mail: [Judy@wrenbeachrentals.com](mailto:Judy@wrenbeachrentals.com)  
Checks should be made payable to: **Wren Beach Rentals**  
**A copy with the owner's signature will be returned to you for your records.**

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_