



*Short Term  
Rental Agreement  
Contract*

619 Sombrero Beach, Marathon, Florida 33050

Liz Kohout 954-263-2995

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**CHECKS MAKE TO:**

619 Sombrero LLC

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**(Please make checks to this name and address)**

Landlord: **619 Sombrero LLC**

Property Address: 619 Sombrero Beach Road Marathon, Florida 33050

Manager Liz Kohout 954-263-2995

We love our home, and we think it shows, and we expect you will want to treat as your own.

Bedrooms: 6 Bathrooms: 5

Price of Villa is for a total of (10 Adults including Children & babies)

Maximum Occupancy by Law is 14 People (Including Adults, Children & Babies)

Extra Guests \$500 per Person

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First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Check-In Date:     /     /202__	Check-Out Date:     /     /202__
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Number of Adults 21 and Over: \_\_\_\_\_

Number of Children Under 21 (including all small children & babies):

\_\_\_\_\_

Your Total Number of People (including Adults, Children & Babies):

\_\_\_\_\_

Max. Number of Vehicles: \_\_\_\_\_

**(If the total number of guests are over the amount of 10 people and not paid for - we will deduct each EXTRA person from the deposit)**

WE ARE NOT ZONED FOR PUBLIC EVENTS. MAX 6 VEHICLES IN DRIVEWAY. 2 (SMALL OR ONE LARGE) BOAT TRAILERS CAN FIT IN DRIVEWAY. NOISE ORDINANCES APPLY. QUIET PERIOD IS FROM 10 PM TO 7 AM. SPEAKERS, MICROPHONES, AMPLIFICATION SYSTEMS, BOOM BOXES ARE NOT ALLOWED.

**SPECIAL PERMISSION must be requested and granted to have early check-in or late checkout.**

We love our home and we think it shows, and we expect you will want to treat as your own

### **PAYMENT BREAKDOWN**

**1) PRICE FOR VACATION RENTAL IS FOR A TOTAL (10 Adults including Children & Babies) \* (7 NIGHTS BY LAW WE CAN ONLY RENT WEEKLY):**

\_\_\_\_\_

**2) Extra Guests (over 10 People - \$500 Per Adult or Child over 10 people) (Only 14 people total by law):** \_\_\_\_\_

**3) Pool & Spa Heater (\$300) This is an option fee:**

\_\_\_\_\_

**4) Cleaning Fee (\$500) This is a required fee if you are renting this vacation house:**

\_\_\_\_\_

**5) Pet fee (\$250/per pet/week) 2 Pet Max:** \_\_\_\_\_

**6) TOTAL BEFORE TAX:** \_\_\_\_\_

**7) Tax 12.5% Florida State & Monroe County Tax:**

\_\_\_\_\_

**8) TOTAL AMOUNT AFTER TAX:** \_\_\_\_\_

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### **(NON-TAXABLE ITEMS)**

**1) Pet Security Deposit (\$200 REFUNDALBE as long as no damage or loss):**

\_\_\_\_\_

**2) Vacation Rental Security Deposit (\$1,000 REFUNDABLE as long as no damage or loss):**

\_\_\_\_\_

**3) GROSS TOTAL:** \_\_\_\_\_

4) DEPOSIT IS Due upon signing of this contract to book vacation rental:

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5) BALANCE DUE: (AS PER OUR CONTRACT BEFORE ARRIVAL):

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6) I AGREE TO ABIDE BY THE FOLLOWING RULES: ✓

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**ALL PAYMENTS MUST BE MADE AS SET FORTH ABOVE. NO EXCEPTIONS!**

- CHECK-IN TIME IS AFTER 4 P.M. EST AND TENANT MUST VACATE AND CHECK-OUT IS 10 A.M. EST. ON THE LAST DAY OF THIS LEASE. (NO REFUNDS FOR EARLY CHECK-OUTS)**
- RENTAL:** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease the Tenant the Property. Landlord and Tenant understand and agree that the Property is a vacation rental. The tenant is a transient guest or seasonal tenant. Venue for all disputes will take place in MARATHON, FL. Tenant will be responsible for all of the owner's legal fees incurred for enforcing this agreement.
- ACCEPTANCE OF PROPERTY:** Opinions as to the condition of the Property vary from individual to individual and are very subjective. If the Tenant has not personally viewed or inspected the Property, the tenant shall not rely on any opinion expressed by a third party, including the Rental Agent or the Landlord. The Tenant bears the sole risk of renting the Property sight unseen and in not being satisfied with the condition of the Property at the time of check-in. It is highly recommended that the Tenant personally inspect the Property. The tenant has not been promised anything as to the condition of the Property unless stated in this lease. The property is rented "as is".
- Noise:** Renters are responsible for following all noise ordinances, keeping music and loud noises to a minimum and being respectful to neighbors as we are in a residential neighborhood with neighbors next door. Loud noises and profanity within earshot of the neighbors will be met with loss of deposit and possible expulsion from the property. Please do not bring or use any outside sound systems, microphones, boom boxes, speakers, amplification equipment or audio devices. Guests shall not disturb or offend any neighbors, discharge firearms, create loud or obnoxious noises, or use fireworks of any kind in accordance with State of Florida and Monroe County laws.

5. **USE:** The Tenant shall take possession of and use the Property only as a private residence for not more than the maximum number of persons as indicated above. The Tenant shall not allow the Property to be used for any business, professional or unlawful purposes. House trailers and recreational vehicles are not permitted on the Property. There shall be no alterations of the Property and no fixtures. The Tenant affirms that he/she is over twenty-five years of age and minors will not occupy the property unless an adult is present. Unreasonable noise or disturbance by the Tenant will result in immediate eviction.
  
6. **Damages or Loss to the property:** I agree to pay for any damages that may occur to the premises including the pool and hot tub or contents missing including but not limited to: (strollers, baby equipment, toys, books and games etc...) during my rental period, and understand I am still responsible if the refundable deposit does not cover all damages. I agree to pay an extra cleaning fee for any extraordinary messes left (case in point child's stickers stuck all over the Italian Marble floors and it takes 2 hours to unstick and clean up the entire mess. LOL) or sills/stains on carpet/upholstery, pet hair all over the rugs and couches, grease all over the walls and floors, cooking overflows, bathroom carelessness, etc. that may incur extra cleaning fees from the housekeepers to correct.
  
7. **ALCOHOLIC BEVERAGE/DRUGS:** Renters agree to abide by state law prohibiting the consumption of alcoholic on the property by minors and will not bring any illegal drugs onto the property.
  
8. **Owner shall provide:** bath towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Owner's family. Toilet paper, paper towels, soap, dish detergent, laundry soap, shampoos, trash bags, and other consumables are to be purchased/brought by the Renter. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Renter arrives, the Renter is free to use them.
  
9. **LINENS:** All lines are cared for as if your owned then and not lost or damaged. Please don't use white towels or wash clothes to clean your face with makeup on. Please use other items since makeup doesn't come out of the white towels or wash clothes. Lines, pillows, bath towels and beach towels are provided. Beach towels are provided in the outside bathroom by the pool.
  
10. **Payment:** A deposit as per our agreed contract of total rent due is required to hold the property for your reserved dates. The balance is due per our agreed contact before your arrival date. By law in the state of Florida, and Monroe County a total 12.5% tax must be attached to your rental fee. I've provided a print out for all the line items for the rental to make it easier to calculate the total. Please use personal check made payable and mailed to the name and address below or above this lease. Using a personal check – is better since there is not additional charge like with

using a credit card extra cost is 3% - 4% depending on the credit card.) You can wire the money but there is still an extra wiring free from us for \$20 dollars. Call us for the bank wiring instructions 954-263-2995 thanks Liz.

11. **No daily maid service is provided.** If you'd like to hire a daily maid service, or would like to hire some one local to help for your stay, we can make some recommendations or set it up for you.
  
12. **PETS:** DOGS ONLY NO CATS shall be permitted on this Property and only allowed in the downstairs first floor unit. NO Dogs allowed upstairs so it stay pet free for those people who are allergic to pets. (NO EXCEPTIONS) If we find dog hair upstairs you will forfeit your total deposit. All dogs must be approved before they are allowed on the property. **Contact us first for our approval. A copy of your current vet records must be sent to us also before we make a decision.** The Tenant shall obey this and all of the Landlord's other rules for the safety and cleanliness of the Property and for the comfort and convenience of other occupants. In the event that a pet is discovered one we have not approved of or we did not get paid the pet fee or pet deposit or the pet was found living upstairs, if you are in violation of this agreement, than the Tenant shall be evicted immediately with no refund forthcoming.
  
13. **END OF TERM AND SECURITY DEPOSIT:** The Tenant agrees to return the Property to the Landlord at the expiration of his/her lease in as clean and as good condition as it was at the beginning of the lease term, except for normal wear caused by reasonable use. And everything in their proper place as it was when Tenant first moved into the property. In addition, the Tenant agrees to repair, replace or pay for any breakage or damage to the Property, furnishings and equipment, swimming pool or hot tub and the Tenant authorizes deduction for these expenses, or any other amounts due from the Tenant, from the Security Deposit. All Security Deposits will be held in a non-interest bearing account. The Security Deposit may be automatically refunded (10) business days after termination of this lease. The Landlord is solely responsible for monitoring the condition of the Property. If damage, excessive cleaning, utility bills, or other unpaid amounts have been resulted from the actions of the Tenant, the Tenant is liable for said amounts in full, and any appropriate amount will be deducted from the Security Deposit upon the request of the Landlord. Any remaining balance will be refunded to the Tenant.

The Tenant must notify Landlord in writing prior to taking possession of property of any damage to the Property at the time of check-in. Reports of damage or breakage received later at check-out time about damage existing at the Property is not valid, about the time of check-in (is too late to be considered accurate or real). This late report will not be considered valid. This is a time sensitive matter and because it was not reported as soon as you came into the rental it is no longer valid after you leave. So remember we need a timely report (as soon as you arrive) to be accurate and truthful of any damage or breakage of items on this property. Thank you for your

help!

14. **ACCESS TO PROPERTY:** The owner shall have the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Renters violate any of the terms of this agreement, the rental period shall be terminated immediately and without refund. The Renters waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Renters shall vacate the premises at the expiration time and date of this agreement.
  
15. **The Owner if necessary** shall have access to the Property from 9:00 a.m. to 7:00 p.m. to make necessary repairs, alterations, or improvements, supply necessary services and show the Property to possible buyers, tenants, contractors, etc.
  
16. **Property Security** Please be advised there are security cameras for your safety (and insurance purposes) outdoors only in and around the Property. It is legal to have security cameras in common areas to protect the property and our guests from break-ins, burglaries and suspicious activities. No cameras are used indoors where people have an expectation of privacy. We live in a very safe neighborhood but Renter shall see to their own security while in the property by locking doors, windows, etc. when it's prudent to do so.
  
17. **AGREEMENT AND TENANT DEFAULT:** This Lease is valid only when accepted by the Landlord in writing, and may be terminated by the Landlord upon the default of any payments or obligations of the Tenant, as outlined in the Lease.
  
18. **CANCELLATION POLICY:** Please read the entire cancellation policy. Here is the cancellation policy for the low season and high season. There is no refund during HIGH SEASON or HOLIDAY SEASON. Once your money arrives and is deposited, it is non-refundable.

**HOLIDAY AND SPECIAL WEEKS CANCELLATION POLICY:** *We have a no cancellation policy for any holiday weeks OR SPECAIL SEASON WEEKS including and not limited to: Christmas, New Years, Thanksgiving, 4<sup>TH</sup> of July, Mini Lobster Season (last week in July), St. Patrick's Day, Easter, Labor Day, Memorial Day, and Spring Breaks (Feb. to April).*

**LOW SEASON:** If you find you must cancel in the low season, we will open the dates up and try to re-rent. If the property can be rented under these conditions, 90% of the payment made will be refunded. Note: the 90% refund is based and proportioned upon the number of actual dates of the original stay that are booked. In the event the Tenant wishes to cancel this Lease, the Tenant may do so only upon the consent of the Landlord. **The cancellation request must be submitted in writing no later than 45 days before arrival by the Tenant to the Landlord.**

If cancellation notice is given less than 45 days before arrival, than The Tenant understands that if the Tenant cancels this Lease less then 45 days the Landlord has the right to demand the full payment of rent in accordance with the terms of this lease. In the event that the Landlord does not release the Tenant from the continued obligation to pay rent or the Property is not re-rented at full price, the Landlord may demand that the Tenant continue to remain obligated to pay the rental amount.

19. **Travelers Insurance** - If you have further concerns, we encourage you to buy travelers insurance, which could refund your money paid in case of emergencies or during hurricane or force majeure. Natural disasters like hurricanes, floods, earthquakes, and weather disturbances sometimes referred to as “acts of God”, “and any other events, including emergencies or non emergencies,” to cover other unforeseeable events. Other covered events may include war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, and curtailment of transportation facilities preventing or delaying attendance of vacation renters.
20. **Indemnification and Hold Harmless** – The Renters and Renter’s Guests shall hereby indemnify and hold harmless the Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Renters expressly recognize that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Renters, and that Renters should purchase their own insurance for Renters and Guests if such coverage is desired. There are inherent risks associated with swimming pools, hot tubs, spas, boat docks, floating docks, Kayaks, Paddle Boards, Floating devices, snorkeling equipment, toys, games, swimming, boats, stairs, bathtubs, showers, griddles, BBQ grills, Smokers, gas ovens, and propane tanks, etc... You are taking all risks associated with your stay with us.
21. **We occasionally experience outages and issues:** that are beyond our control, including appliance or HAVC breakdowns, leaky roof, or other maintenance issues. We report and repair outages as each occurs with as much timeliness as possible. No refunds or compensation will be given for any outages and/or maintenance and structural issues that have to be dealt with.
22. **Shortened Stays/Leaving Early** - There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions or force majeure.
23. **POOL/SPA/HOT TUB/BOATS:** It is the renter’s responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool, spa, hot tub, canal or dock. Renter agrees to have a responsible adult supervising all minors while they swim in the pool, spa or hot tub. Renter is hereby notified that the pool, spa, hot tub and canal can be dangerous and renter accepts fully the risks involved. Children under the age of 18 are not allowed to use the hot tub, spa or dock without constant adult supervision and should not use the pool, spa, hot tub or dock without the same.

Temperature of the hot tub or spa should never be elevated above 103 degrees. There is no lifeguard on duty at any time. You are totally responsible for the safety of yourself, your children (if any) and all guests in your party. No diving at any time in pool, spa or hot tub. No running in and around the pool, spa and hot tub areas.

24. **The property has fire alarms** installed and they are believed to function properly at the time of rental. Renter will notify owner without delay if a fire alarm “chirps” or has a low battery condition.
  
25. **Renter shall see to their own security** while in the property by locking doors, windows, gates and cars, etc. when it’s prudent to do so.
  
26. **Cable TV and wireless Internet:** is provided and services level has been chosen by the Owner. No refund of rents shall be given for outages, content, lack or content, or personal preferences with regard to cable TV service or wireless Internet. There are currently 9 TV’s on the property.
  
27. **NO SMOKING:** Smoking is prohibited (NO SMOKING) permitted or allowed in the house. If you must smoke, please bring your own ash-trays and do so outside away from the house and do not leave any evidence that smoking has occurred. If we have to remove evidence of smoking (including your ash-trays) on the property, your deposit will be forfeited.
  
28. **AMENITIES:** The Tenant shall furnish personal items. Appliances, air-conditioning and televisions are not guaranteed and refunds will not be given due to breakdowns. Repairs will be made as soon as reasonably possible based on the availability of repairmen and contractors. If a telephone is provided in the Property, all toll calls will be charged to the Tenant’s home or credit card. If a telephone deposit is paid, it will automatically be refunded sixty (60) days after termination of the Lease unless otherwise directed by the Landlord in writing.  

The list of the property’s amenities is on the website, though no warranties are given as to its accuracy.
  
29. **RENTABILITY:** If the Leased premises are destroyed by fire, or other casualty or acts of God as unfit for occupancy, either prior to or during the term of the Lease, the Landlord shall return an equitable, prorated share of any rents that may have been paid in advance. The Lease shall not terminate as a result of off-site conditions beyond the control of the Landlord or as a result of inoperable appliances at the Property.

30. **SUBLETTING:** The Tenant shall not sublet the Property without written consent of the Landlord.

31. **UTILITIES:** Unless set forth above, utilities are included in the rental rate.

32. **CONTERPARTS AND / OR FACSIMILE SIGNATURES:** This contract may be executed in any number of counterparts, including counterparts transmitted by Telecopier, email or fax, any one of which shall constitute an original of this contract. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

33. **ACCEPTANCE:** This Lease must be signed and returned with the deposit within ten (10) days of the above date. The lease shall not be binding until the deposit is received and the Lease is fully executed by both the Landlord and the Tenant. This agreement is subject to the approval and written acceptance of the Landlord.

34. **MISC:**

- Renter and guests understand that the Owner is not responsible for liabilities to both, Tenant, guests and all visitors agree to indemnify and hold harmless the Owner and / or Owner's Agent.
- The house is a non-smoking house and a charge of \$500.00 will be deducted off the security deposit for deep cleaning.
- You MUST provide a copy of your current driver's license.
- The cleaning service is for the basic living. Any extra, heavy duty or special cleaning (rugs, etc.) will be deducted off of the security deposit.
- SEVERABILITY: If any clause, or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

**Tenant, guests and visitors agree to all of the terms and conditions of this agreement signed by:**

Tenant Initials of Acceptance: \_\_\_\_\_

Your Signature: \_\_\_\_\_

Your Full Name: \_\_\_\_\_

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

Manager, Liz Kohout (Signature): \_\_\_\_\_

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

Renter, Signs for all guests & Visitors: \_\_\_\_\_

Full Name of all guests: (this is a request from the local vacation rental authorities in Marathon FL.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_

NO Fraternity or sorority parties, after prom parties, etc. are not allowed. This is not the place or rental for (large groups of minors) to gather and lodge. Renter agrees that they have not misrepresented the entire group that is coming in any way.

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**PLEASE MAKE CHECK OUT TO:**

EverGreen Ventures Holding in Marathon, LLC  
411 Sombrero Beach Rd. Marathon, Florida 33050

Please sign and return this form with the deposit as per out contract to secure your rental.

You may mail a check to the address below before your arrival date.

We also can accept credit cards for a (3% charge Master Card or Visa) (4% for American Ex.)  
Visa/MC, please add 3%.

American Express, please add 4%.

To make it easier for you records and we add the credit card info HERE or over the phone.

**So we would need:**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

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

3 Security Code: (Found on back of Credit Card or Front):

\_\_\_\_\_

Credit Card Owner's Address: \_\_\_\_\_

Credit Card Owner's Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Your Signature: \_\_\_\_\_

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

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Call for credit cards charges 954-263-2995 over the phone.

Please include below any other persons who may need to be contacted before or during your time at the Florida Keys Vacation Villas or who will be the responsible party during your rental period.

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Your Signature: \_\_\_\_\_

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

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**BY SIGNING BELOW,**

I agree to all rules, terms and conditions of this agreement and have not changed this rental agreement in any way. I also agree to abide by all rules and conditions in the House Manual and agree that I am responsible that all my guests abide by the same. Please have all adults that will need to be responsible for The Villa Rental to sign below.

Your Signature: \_\_\_\_\_

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

Make Check to and Mail to:

EverGreen Ventures Holdings in Marathon, LLC  
411 SOMBRERO BEACH RD. MARATHON, FLORIDA 33050

Liz 954-263-2995 cell phone

Thank you for choosing to stay with us!

*Liz and Captain Bob*