

Sand and Surf Rentals LLC
<http://SandAndSurfRentals.com>
Phone:(678) 665-6323
Email: SandAndSurfRentals@yahoo.com

Tenant Vacation Rental Agreement

**** THIS AGREEMENT MUST BE SIGNED AND RETURNED WITHIN 10 DAYS ****
**** OF MAKING RESERVATIONS ****

(No reservations will be confirmed unless agreement is signed and received)

Print yourself a copy, read it, sign it, and then

Mail to: Sand and Surf Rentals LLC

6545 Sentry Hill Trail

Sandy Springs, GA. 30328

This Tenant Vacation Rental Agreement is entered into this _____ day of _____, 2007
between Sand and Surf Rentals, LLC, Landlord and _____
Tenant. The parties agree to the following: Name of rental unit _____

1.) Tenant represents that (s)he is an adult at least 25 years old and will be present for the term of this Agreement. Any reservation made under false pretense will result in the immediate loss of deposit and rent and termination of this Agreement including eviction. Tenant fully understands that (s)he is responsible for all actions of family members and guests on the premises and will assure that they abide by the terms set forth in this Agreement. Further, Tenant shall not use or permit any objectionable noise or odor to escape; permit or create a nuisance or disturb the neighbors; or in any way injure the reputation of the property

2.) CHECK-IN TIME FROM 3:00 P.M. CST on _____ and CHECK-OUT IS 11:00 A.M. CST on _____. Upon arrival, if you find any problems with the rental unit, please notify Sand and Surf Rentals LLC immediately.

3.) Bed linens, towels, and wash cloths are provided. You must bring your own beach towels, beach chairs, garbage bags, soap (bath, dish, dish washer detergent, laundry detergent), and paper products (paper towels, toilet paper).

4.) Absolutely no pets allowed. If evidence of a pet is found, it will cause the forfeiture of deposit, rent, and immediate eviction.

5.) Absolutely no smoking inside. If evidence of smoking inside is found, it will cause the forfeiture of deposit, rent, and immediate eviction.

6.) Absolutely no BBQ fires underneath the house or on the deck. This is a fire hazard.

7.) Deposit: \$250.00

Deposit must be received within 10 days of initial reservations. Reservation deposits automatically revert to damage/security deposits at check-in. Deposits are not part of rent but will be refunded in full within two weeks of departure, provided damage/security deposit conditions are observed and KEYS are returned to Landlord. The deposit shall be applied to any expenses incurred by Landlord to repair the property, replace any lost or damaged personal property or **extra** cleaning costs

incurred as a result of Tennant's use of the premises. Damages include unit left in an unclean condition. Kitchen must be left clean with dishes put away in the proper cabinets. Trash must be removed from unit and put in proper receptacles outside (placed by the street) and food removed from the refrigerator. This must be done to avoid forfeiture of deposit or an extra cleaning fee charge. In the event the damages exceed the deposit, Tennant agrees to pay Landlord any additional costs for repairs, replacement or cleaning incurred by Landlord as result of the Tennant's use of the premises and any lost rent due to of the un-inhabitability of the premises during repairs and cleaning. Do not move anything from one unit to another. Do not re-arrange furniture as there will be an extra charge to restore the items to their proper place.

8.) Payment of rent is required in full 60 days in advance. Payments may be Checks, VISA, or MasterCard or Paypal

9.) Cancellation of reservations must be made 60 days prior to check-in to qualify for refund. No exceptions. If cancellation is made less than 60 days prior to check-in all Tenant monies are forfeited. All parties to this agreement agree that Landlord may deposit rent/deposit money in an interest bearing escrow/trust account and that the Landlord will retain the interest earned on said rent/deposit money. Without a 60 DAY NOTICE your deposit will be held for lost rent. No refunds for early departures. The non-refundable handling fee is forfeited upon cancellation.

10.) The property may not be used for any unlawful purpose, if so, it will cause a forfeiture of deposit and rent and immediate eviction.

11.) By renting this property, you are assuming all risk and liability for any injury or damage to any person or property, agents, employees, or visitors occasioned by the present or future condition of the premises, both latent and manifest. The Tenant agrees to release and indemnify the Landlord and its agents from and against all liability should anyone be injured upon the premises during the term of the Agreement resulting from any cause whatsoever. Should Landlord bring legal action against Tennant for damages, Tennant agrees to pay any and all expenses connected with said legal action including but not limited to eviction costs, all reasonable legal fees, damages, and rent charges for a period of vacancy until re-rented.

12.) Landlord does not guarantee any appliances in rental units, no refunds will be given for malfunctions. Please notify as soon as possible so that we may have them repaired for you.

13.) There is no charge for local calls. Dial 911 for emergencies.

14.) Two keys will be mailed to your address a week before your reservations. After your stay, it is your responsibility to mail the keys back. Please use a special padded envelope or small box. If you lose your keys, please contact us so that we can provide entry. There will be a \$10 charge for each lost key.

15.) Baby beds, umbrellas & beach chairs are not provided and may be rented from a local company. Please contact us and we can recommend a beach rental service.

16.) Limit of occupants:

Kalan's Beach Kottage 10 persons

Beach Walk West 10 persons

Beach Walk East 10 persons

In no event shall the unit be occupied by more persons than the capacity listed above. Only family groups are to occupy the premises. Pre-approval is required for non-family groups. In no event shall Tennant assign or sublet the unit in whole or in part. Violations of these rules are grounds for eviction with no refund of deposit or rent. Tenant hereby acknowledges and grants specific permission to Landlord access at any time for inspection purposes should Landlord reasonably believe that Tenant and or guest is causing any damage or for maintenance, repair. If unit is for sale, tenant agrees to grant access by appointment upon 24 hr notice.

17.) Landlord will not be responsible for accidents or injury to guest or for loss of money or valuables of any kind.

18.) Landlord reserves the right to correct any mathematical errors and the right to substitute comparable units without liability. If comparable units are not available, Tennant will have the option of selecting from available properties at the published rate or receiving their complete refund of the reservation deposit.

19.) In the event of a tropical storm or hurricane advisory, please call us regarding your reservation. If our area is advised or mandated by local government and/or the National Weather Association to evacuate for a day or more due to a Tropical Storm or Hurricane, your rent will be credited back to you on a daily pro-rated basis.

YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THIS AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL.

(Please Print):

TENANT(S) NAME:	SIGNATURE:
ADDRESS:	DATE:
CITY:	
STATE:	ZIP: