



Vacation Rental Agreement For Blue Tortuga

Property Owner:

4480 Cutlass Property LLC
Paula Garrett and Scott Garrett
950 North River St
Ypsilanti, MI 48198
Phone: (734) 634-7573 (Paula)
E-Mail: bluetortuga4480@gmail.com

Rental Home:

Blue Tortuga
4480 Cutlass Drive
North Captiva, FL 33924
3 bedrooms, 2 baths

Tenant/Occupants:

Name: _____
Phone: _____
Email: _____

Rental Dates: _____

Vacation Rental Agreement for Blue Tortuga is an Agreement by all Tenants/Occupants listed above of 4480 Cutlass Drive, North Captiva, FL 33924 (the Property) to all the terms and conditions of this agreement. The Refund Policies, Payment Schedule, Damage/Security, Golf Cart, and Rental Property policies herein are binding.

The Tenant Name as listed above must be consistent with occupants arriving at the Property. No assignment or transfer of rental weeks shall be accepted.

Payment Schedule – All Checks Made Payable to: 4480 Cutlass Property LLC

Mailed to: 950 N River St, Ypsilanti, MI 48198

50% of the Sub-Total- deposit (Due at booking)

50% of the Sub-Total- deposit (30 days prior to arrival)

Reservation/ Damage/ Security Deposit \$400.00 (Due at booking - refundable after departure)

The filing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney.

Vacation Rental Agreement

1. Travel Insurance: We strongly encourage the Tenants to purchase travel insurance to protect you against unforeseen circumstances such as trip cancellation and interruption.

2. Damage/Security Deposit: The Tenant's Security Deposit is not applied toward the Property rental cost. The Security Deposit is held by 4480 Cutlass Property LLC and is not accessible by the Owners unless there is a need to claim the funds to cover the Tenant damages after the Rental stay. In the event there is zero damage to the Property or its contents and golf carts, 4480 Cutlass Property LLC will refund your deposit directly. The \$400.00 Damage/Security Deposit will be refunded after departure, subject to any deductions for damage to the Property or golf cart, missing items, or excessive cleaning required ("excessive cleaning" is defined as any required cleaning over 4 hours and includes, but is not limited to, removal of excessive amounts of garbage, sand in the house and pool. Tenant agrees to leave the vacation rental in the same condition as arrival. Tenant should report any damaged or broken items to the Owner upon arrival as not to be charged for items.

- Tenant is required to keep the Property clean, free of food debris and spills on surfaces, furniture, and floors. Tenant is required to keep the deck(s), driveway(s), yard, and all exterior portions of the Property neat, free of trash (cans/bottles/cigarette butts), and without food debris.
- All dishes and kitchen equipment must be washed and put away. All spills must be wiped up. All excess trash must be removed by Tenant and deposited in assigned exterior garbage receptacle. Please compress trash as much as possible; we pay \$17+ per bag for removal. No linens are to be lost or damaged. ALL beach/pool towels should be shaken outdoors to remove excess sand, washed, dried, and left clean. Please shake or rinse shoes/sandals outside/downstairs and leave at doorway.
- No additional equipment may be installed on or used on the Property, any injury incurred by said equipment is the sole responsibility of the Tenant (including but not limited to exercise equip, homebirth equip. or accessories, slack lines, boats, swings, beach gear, kites, beds, cribs, or mattresses of any type/size, or fishing gear).
- No smoking is permitted inside the Property at any time (including but not limited to cigarettes, cigars, pipes, vaping or electronic cigarettes of any type.) We have a zero tolerance policy for any smoking inside the Property. Any damage caused by smoking, including damage caused by odor, will result in forfeit of the Security Deposit.
- No Pets are permitted on the Property at any time. Any violation of this rule or any damages caused by but not limited to excess shedding, stains, rips, marks, broken items, and pet fecal matter will result in forfeit of the Security Deposit.
- Damages such as stains, rips, marks, broken or missing items, however unintentional, are also grounds for Security Deposit claims.
- Police action and/or code enforcement/housing complaints or Tenants' unlawful behavior resulting in summons, tickets, or fines issued to The Property and or Owner can result in total

loss of Security Deposit, immediate eviction or both. If any damages occur as listed above cause financial damage of more than the security deposit being held, Tenant agrees to pay said amount within 10 days after notice.

- The Owner is entitled to receive his or her court costs plus a reasonable fee for his or her attorney.

3. Payment Schedule: The total balance due (including the \$400.00 Damage/Security Deposit) must be paid in full 30 days prior to check-in to the Property. If the Total Balance Due is not received 30 days prior* to check-in, this Vacation Rental Agreement will be deemed to have been cancelled by the Tenant. *30 days is not include time for funds to clear or be delivered by bank transfer, please send payment well in advance (7 to 10 business days) of the 30 day deadline to be sure funds are delivered on time).

4. Cancellations: 30 days prior to check-in is entitled to a refund of 100% of the rental payments made – less any and all applicable fees or credit card processing fees paid by the Owners. Less than 30 days prior to check-in: forfeiture of 100% of the rental payment.

5. Occupancy: The Property is a 3 bedroom, 2 bath home with Master King, Guest King, and Guest 2 Full size beds. Occupancy (i.e. number of tenants staying overnight and/or visiting for the day) is strictly restricted to the number of the Tenants that are reserved for and listed as occupants on this agreement only. It is assumed that all stays are reserved with a minimum of 5 day increments with shortened stays granted if early departure is needed. The Property has a maximum of 8 guests under any circumstances. At no time can there be more than a total of 8 people staying on the Property (This includes the decks, patios, pool areas, grounds, and pools.) This maximum number of guests on the Property at any given time must include total of number of Tenants reserved plus visitors not staying overnight. If the rental rate is at discount rate for a specific number of guests, at no time can there be more than that total people in the house (during the day or staying overnight). Rental of the Property as part of a multiple home rental on North Captiva is not permitted and non-compliance is considered a guest initiated cancellation - subject to eviction and full loss of the Security Deposit and remaining number of rental nights. Tenants will be in default of the Vacation Rental Agreement if they have more tenants in the house than the number they have reserved for or if there are more than 8 people in the house or on the Property at any time. Tenant may reduce occupancy, per agreements, immediately or be subject to eviction and full loss of security deposit and remaining number of rental nights. At the Owner's discretion, property owner may allow Tenants to remain on property for an additional fee of \$500 per each guest/visitor that exceeds 8 persons. Guests are also not allowed to use the Property or Property grounds to camp on or use camping gear at or near the house.

• NO PETS ALLOWED. NO SMOKING (of any type) OR USAGE OF ILLEGAL SUBSTANCES/DRUGS. NO FIREARMS, NO FIREWORKS OF ANY TYPE. NO FIREPITS, BON FIRE OR OPEN FLAMES ARE ALLOWED ON THE ISLAND.

• No illegal activity or business shall take place on the Property.

• No entity shall conduct official business on the Property with out explicit written consent of the owner.

- Violations of any occupancy conditions will be grounds for immediate eviction without refund of rent or deposit.

6. Outdoor Grills: For safety reasons, the outdoor grills are only permitted on the ground level and may not be relocated. Usage of grills is prohibited on any upper level decks or porches. Tenant is responsible for any and all damages to the Property as a result of moving an outdoor grill. Tenant agrees to indemnify and hold harmless the Property Owners 4480 Cutlass Property LLC, Scott and Paula Garrett, their agents, officers, and caretakers for any and all bodily injury that results from all usage of outdoor grill or relocation. Please turn off propane tank under grill immediately after usage. Please use extreme caution when operating grill. Please cover outdoor grill, when cooled, with provided protective cover.

7. Rebates: There will be no rebates given for: inoperable mechanical/appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities (i.e. electric, water, internet, propane gas), or swimming pool malfunction, construction on the island or in the vicinity/area of the house, insects or any other pests/creatures inside or outside the home or on the property, environmental disasters (such as, but not limited to; oil spills, viral outbreaks, algae blooms leading to red tide or other consequences), or other maintenance problems. The only exception is hurricanes, where rebates will be given for unused nights only when mandatory evacuation is ordered by the Lee County government.

8. Personal Property: All personal property of the Tenant(s) on the said premises shall be and remain his or her sole responsibility and risk, and the Owner shall not be liable for damages to, or loss of such personal property arising from any acts of negligence of any other persons, nor from the leaking of the roof, or from bursting, leaking, or overflowing of water or sewer pipes, or from heating or plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the Owner be liable for any injury to the person of the Tenant(s) or other persons in or about the premises, the Tenant(s) expressly agreeing to save the Owner harmless in all such causes and events. Fragile, important, valuable items should always be hand carried by you aboard ferryboats and Property Owners 4480 Cutlass Property LLC, Scott and Paula Garrett, their agents, officers, and caretakers, the North Captiva Island Club, or your Guest Representatives are not responsible for valuables.

9. Locked Closets/Cupboards: These locked areas contain the Owners' personal items. These areas are not included in the Vacation Rental Agreement.

10. What Is Included: Bedding, linens, bath towels, beach towels, beach chairs, toilet tissue, soaps (bath, kitchen and laundry), dishwasher tablets, garbage bags, paper towels (2) Luggage delivery and Check-in/out assistance via Tortuga Properties.

11. What Is Not Included: Charcoal for BBQ grill, food/beverages/seasonings, shampoo, dock slip use, transport to and from the airport, or water taxi/ferry tickets to and from North Captiva Island.

12. Agreement: The renter signing below agrees to communicate all details of this Vacation Rental Agreement to all other Tenant(s) or guests in the Rental Party.

13. Indemnification/Right of Entry/Assignment: The undersigned Tenant hereby releases, agrees to indemnify and hold harmless the Property Owners 4480 Cutlass Property LLC, Scott and Paula Garrett, their agents, officers, and caretakers, the North Captiva Island Club, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned or any person (including Tenant's guests), or any property of the undersigned or any person (including Tenant's guests), as a result of any cause arising out of the use of the Property (4480 Cutlass Drive) or the North Captiva Island Club's facilities. This release shall be binding upon the distributees, heirs, next of kin, executors, administrators and personal representatives of the undersigned or any person (including Tenant's guests). Tenant agrees Owners or their respective representatives may enter the Premises during reasonable business hours to make necessary repairs and maintenance. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of the owner.

a). Notwithstanding anything to the contrary contained elsewhere, the Tenant, for and on behalf of all persons who will be present in the Property during the Rental Period agrees to release, waive all claims, defend, protect, indemnify and hold harmless the Owners and the Property from and against any loss, cost, claim, suit, judgment, award or damage (including reasonable attorney's fees) asserted by any or all of the Tenants in respect of

(i) any illness, injury, disease or death, suffered by any or all of the Tenants

(ii) any loss or damage to the property of any of the Tenants arising out of or relating to the Rental by the Tenants of the Property and REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY DEFECT (WHETHER LATENT OR PATENT) ASSOCIATED WITH THE PROPERTY OR THE OWNERS; NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, GROSS OR CONCURRENT NEGLIGENCE), OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY AND INCLUDING PRE-EXISTING CONDITIONS.

b). Notwithstanding anything to the contrary contained elsewhere, the Tenant, for and on behalf of the Tenants agrees to reimburse, defend, protect, indemnify and hold harmless the Owners and the Property from and against any loss, cost, claim, suit, judgment, award or damage (including reasonable attorney's fees) in respect of

(i) any illness, injury, disease or death to any person (excluding the Tenants and the Owners)

(ii) any loss or damage to any property, including the Property, arising out of or relating to the Rental by the Tenants of the Property to the extent caused or contributed to by the negligence (including active, passive, sole, joint, gross or concurrent negligence) or breach of any duty of any Tenant.

c) Notwithstanding anything to the contrary contained elsewhere, the Tenants agree that the aggregate liability to the Owners and the Property for any loss, damage, injury, claim or expense arising out of the rental of the Property by the Tenants from any cause or causes whatsoever shall not exceed one hundred percent (100%) of the final rental sum paid by the Tenants for the rental of the Property above which amount the Tenants agree shall release, waive all claims, protect, defend, indemnify and hold harmless the Tenants and the Property REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY DEFECT (WHETHER LATENT OR PATENT) ASSOCIATED WITH THE PROPERTY

OR THE OWNERS; NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, GROSS OR CONCURRENT NEGLIGENCE), OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY AND INCLUDING PRE-EXISTING CONDITIONS.

THE TENANT AGREES TO ALL THE ABOVE LISTED LIMITATION OF LIABILITY AND WAIVER OF CLAIMS

Information Regarding the Damage Reservation Deposit

As required by the Florida Landlord Tenant Act; this is to inform you of the following with regards to the Reservation/ Damage/Security of \$400.00:

1. The funds are being held at 4480 Cutlass Property LLC. All refunds of security deposit funds will come directly from 4480 Cutlass Property LLC. Please contact them directly with any questions regarding security deposit returns.
2. Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.
3. Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit of the tenant within 30 days after the date of the notice of intention to impose a claim for damages.
4. If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the "prevailing Act".

Blue Tortuga Golf Cart Rental Agreement

TERMS OF USE AND INSTRUCTIONS

1. Golf Cart Reservation/Damage/Security Deposit: Damages to the golf cart will be deducted from the \$400.00 Reservation/Damage/Security from the Vacation Rental Agreement Property rental. The golf cart is inspected upon your arrival and right after your departure, including the body, undercarriage, seats, roof brace and steering column. Upon your arrival, please note any deficiencies on the form that will be provided. Any new deficiencies that are noted upon your departure will be considered as damage to the golf cart and subject to deductions from the house rental Reservation/Damage/Security. Renter also agrees to pay to repair all cart damages that occur during the rental period in excess of the Reservation/Damage/Security amount.

2. Rules and Regulations Regarding Golf Cart Usage

- Any individual operating the golf cart must be one of the registered guests in the Property rental group, be 16 years or over, hold a valid driver's license and have adequate health insurance coverage.

- Golf cart usage must not be abused.
- Never leave the keys in the golf cart while it is unattended.
- The golf cart is to be used only on the road areas. It is never to be used on the beach, off marked roadways, or in the State preserve. **NO GOLF CARTS ARE ALLOWED IN THE PRESERVE!** (State Law with heavy fines.) Any fines or tickets acquired by the Ternate shall be the Tenants sole responsibility.
- If the golf cart becomes stuck in the sand do not use the motor to “free” the cart, please contact Paula Garrett immediately.
- The golf cart needs to be recharged every evening and your departure night by plugging in the cart to the charger located on center pillar beneath the house.
- When in a parked position, please make sure the cart is in “Neutral” and that the brake is engaged turn ignition to off and take key out.
- Maximum capacity is four (4) people for a 4 seater golf cart and six (6) for a 6 seater “limo” cart.
- No items are to be placed on the roof.
- Do not stand on the golf cart and/or hang off the roof braces.
- After heavy rainfalls, do not drive the golf cart through standing water since it will short out the power supply and motor. (You are responsible for the replacement costs). If you must pass a roadway, please go around the puddles so the undercarriage does not get wet. Please avoid driving the golf cart through any salt water (puddles or tidal surge water) whatsoever. This causes the motor to fail. In the event that engine is submerged in water (tidal or rain) you are responsible for the full replacement costs.
- The golf cart is not designed to endure rough terrain. Go SLOWLY over potholes and ripples in the roads.
- If the cart light becomes inoperative, please be sure to carry a flashlight with you at night, so as to be seen by pedestrians and other drivers.
- If the golf cart becomes inoperable, do not try to make repairs yourself. Please contact Paula Garrett immediately.
- If anyone is seen driving the golf cart who is under 16, not part of the Property rental group or found driving golf carts under the influence of alcohol or drugs the cart will be immediately confiscated for the remainder of the rental period with no refund of rental funds.
- Tenant(s) shall not operate Golf Carts under the influence of alcohol or other mind-altering substances.
- Any and all damages that occur are the responsibility of the Tenant(s)/Occupant(s) listed above.

- If a golf cart is lost or stolen during your rental, Tenant(s) are fully responsible for the replacement costs or repairs.

3. Agreement: The renter signing below agrees to communicate all details of this Agreement to all other drivers in the Rental Party.

4. Indemnification: In consideration of receiving permission from the Owners to operate a golf cart, the undersigned hereby releases the Property Owners 4480 Cutlass Property LLC, Scott and Paula Garrett, their agents, officers, and caretakers, the North Captiva Island Club of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned, while in, on or upon said golf cart(s). Each of the undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death that may be sustained by any or each of the undersigned, any drivers in the Rental Party or any property of any or each of the undersigned while operating said golf cart. This release shall be binding upon the distributes, heirs, next of kin, executors, administrators and personal representatives of each of the undersigned. This is to acknowledge that I have read and am in agreement with the above requirements.

X _____
 Tenant/Renter Signature Date

X 
Owner – 4480 Cutlass Property LLC Representative