

RENTAL AGREEMENT

RULES, REGULATIONS, LIABILITY WAIVER

Revised 3/8/2012

1. **CHECK-IN TIME** is after 3 pm EST and **CHECK-OUT TIME** is 11 am EST.

2. **PAYMENT** – Payment including agreement must be received in full seven (7) days prior to entering property. Payments must be in US Dollars in the form of cash, traveler's check, money order, cashier's check, or personal check (must also include security deposit) made payable to:

Florida Prairie, Inc.

600 SE 2nd Ave

Pompano Beach, Florida 33060

3. **DAMAGE/SECURITY DEPOSIT** – A damage/security deposit of \$100.00 is required (with reservation payment). Security is fully refundable upon departure or within seven (7) days, provided the following provisions are met.

- A. No damage is done to contents, beyond normal wear and tear.
- B. All debris, rubbish and discards are placed in garbage containers outside.
- C. All keys are left in the location they were provided.
- D. No items, contents, or linens are lost or damaged.

4. **PETS** – with prior approval. All pets must be well behaved at all times. Guest pet's name:

_____ Breed:_____ **Pet owners are responsible for all damage due to pets.**

Pet owners are responsible for cleaning up of any/all pet refuse. All pets must be up to date on rabies vaccinations and all other vaccinations. The property owner/manager assumes no responsibility for illness or injury that may incur to pets or humans while on or around the premises.

5. **NO SMOKING** – in house. Evidence of smoking in the home, will result in immediate removal of the guests and lockout with NO refunds. Smoking is permitted anywhere outside.

6. **CANCELLATIONS** – or early departures does not warrant any refund of rent or deposit.

7. **MAXIMUM OCCUPANCY** – The maximum number of guests is based on specific property rented.

8. **NO DAILY MAID SERVICE** – you are responsible for all clean up, and maintenance of all inventoried items as they were.

9. **RATES** – reservations are subject to change if full payment is not received within seven (7) days of requested reservation date.

10. FALSIFIED RESERVATION – Any reservation obtained under false pretense will be subject to forfeiture of payment, deposit and/or rental money, and the party will not be permitted to check in.

11. PARKING – is limited to two (2) vehicles inclusive of trailers and campers. Parking on the road is permitted directly in front of property.

12. STORM POLICY/ROAD CONDITIONS – No refunds will be given for storms or bad weather.

13. THE PROPERTY OWNER/MANAGER IS NOT RESPONSIBLE – for any accidents, injuries or illness that occurs while on the premises or its facilities. The Property Owner/Manager is not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all the guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

WARNING:

Under Florida Law (FLORIDA STATUTES, TITLE XLV TORTS, CHAPTER 773, and EQUINE ACTIVITIES) an equine activities sponsor or professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

14. RENTERS, CAMPERS, RIDERS AND THEIR GUESTS – Agrees to hold harmless, indemnify or defend Property Owner/Manager against, or hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorneys' fees, whether actually incurred or not which may in any way arise from or in any way be connected with renters, campers, riders and their guests use of or presence upon property of Property Owner/Manager and the facilities located thereon. Any and all mishaps and occurrences which result in injury, harm or death which is associated with any activities and all structures, machinery, vehicles (motorized or non-motorized), barbeques or fire pits, fencing, paved and unpaved roadways, wooded trails, and any body of water on the properties or premises. All above mentioned shall be assumed risks by the undersigned and shall hold harmless, indemnify or defend Property Owner/Manager against and from any and all claims associated with the above mentioned.

15. RENTERS, CAMPERS, RIDERS AND THEIR GUESTS – Expressly release Property Owner/Manager from any and all claims for personal injury or property damage, even if caused by negligence by Property Owner/Manager or its representatives, agents, or employees. If I ignore this agreement and initiate claim or suit against Property Owner/Manager, I will be responsible for payment of all attorney's fees and costs incurred by Property Owner/Manager.

16. ANY – action brought under this agreement shall be brought within ninety (90) days of the incident or accident giving rise to said claim and will be subject to a law suit brought by Property Owner/Manager against renters, campers, riders, or their guests or the heirs, assigns or representatives.

17. YARD MAINTENANCE – Guests acknowledge that yard maintenance may be necessary from time to time possibly during their stay. Property Owner or employees may be on the premises during their stay to do regular yard maintenance. Property Owner will make reasonable efforts to notify guests in advance of upcoming maintenance.

18. LANDSCAPING – Guests agree not to cut or damage landscaping during their stay. (This includes the citrus trees on the property). Guests are permitted to pick citrus solely for consumption by specific approval from Property owner/manager. Picking and consumption of citrus by guests is solely at their own risk.

19. SEPTIC TANK – This property utilizes septic system and may be overwhelmed if there is heavy use of water by guests. Guests should limit shower time, especially when 4 or more guests are staying. **Guests are prohibited from using any cleaning products or toilet paper not SEPTIC TANK SAFE.**

20. BOATS AND RECREATIONAL VEHICLES – Guests are welcome to bring their own boats or recreational vehicles and may park them on the property.

21. NOTICE: as posted at the entrance of the Viking Estates area, all rules and regulations apply to this entire private property area. To speed or damage any landscape within these private property boundaries is strictly prohibited. **NOTE:** there are designated areas for off road fun. Consult with property owner/manager for designated areas. Otherwise private land owners will call the police!

RULES FOR HOME

1. NO SMOKING INSIDE HOME.
2. TRASH MUST BE PICKED UP AND THROWN IN GARBAGE CANS.
3. PLEASE TURN OFF LIGHTS AND A/C WHEN LEAVING THE PROPERTY FOR THE DAY.
4. PLEASE DO NOT MOVE THE FURNITURE.
5. RETURN THE KEY TO WHEN YOU CHECKOUT.
6. PLEASE DO NOT REMOVE ANYTHING FROM THE HOME, LEAVE IT AS IS INVENTORIED.
7. USE OF ANY CLEANING PRODUCTS NOT LABELED “SEPTIC TANK SAFE” IS PROHIBITED.
8. USE OF THE OUTDOOR FIRE PITS ARE PERMITTED BUT SUBJECT TO LOCAL FIRE RESTRICTIONS.
9. PLEASE KEEP WINDOWS CLOSED WHEN USING THE HEATING OR COOLING SYSTEM.
10. PLEASE MAKE SURE GUESTS LIMIT SHOWER TIME AND AS THIS MAY OVERWHELM THE SEPTIC TANK.
11. BARBEQUE IS FOR YOUR USE. PLEASE DO NOT RELOCATE FROM ITS CURRENT LOCATION. PLEASE MAKE SURE THAT THE GRILL IS BACK TO ITS ORIGINAL CONDITION PRIOR TO CHECK OUT.

By signing below, I agree to all terms, rules and conditions of this agreement/waiver and acknowledge that I have read and understand and agree that I and my guests will abide by all the property rules attached. Five guest minimum.

Guest Name:	Signature:	Date:
1.) _____	_____	_____
2.) _____	_____	_____
3.) _____	_____	_____
4.) _____	_____	_____
5.) _____	_____	_____