

**FLA-mingo RESORT PROPERTIES, LLC TENANT RESERVATION
AGREEMENT**

THIS AGREEMENT CONSTITUTES A CONTRACT BETWEEN THE PERSON OR PERSONS KNOWN AS TENANT AND FLA-mingo Resort Properties, LLC, management/agent OF **605 SOUTH CRESCENT ARMS**.

PREMISES, FURNISHINGS AND UTILITIES: TENANT UNDERSTANDS THAT THE PREMISES AND ITS FURNISHINGS ARE PRIVATELY OWNED. THE TENANT SHALL BE ENTITLED TO ESSENTIAL KITCHEN UTENSILS, DISHES, AND LINENS AS AGENT DEEMS NECESSARY. NO MAID/LINEN SERVICE IS PROVIDED. ALL OTHER FURNISHINGS SUCH AS PAPER PRODUCTS, SOAP, GARBAGE BAGS, ETC. SHALL BE THE SOLE RESPONSIBILITY OF THE TENANT. ELECTRIC POWER IS PROVIDED BY THE OWNER. TENANT SHALL PRUDENTLY USE ELECTRICITY. EXCESSIVE USE OF ELECTRICITY SHALL RESULT IN A CHARGE AGAINST THE TENANT AND A LIABILITY FOR WHICH THE TENANT SHALL PAY THE AGENT OR OWNER ADDITIONAL MONIES.

RESERVATION/PAYMENT: A \$400.00 SECURITY DEPOSIT IS REQUIRED TO PLACE A TEMPORARY HOLD ON THE UNIT. SAID UNIT WILL BE A CONFIRMED RESERVATION WHEN THIS AGREEMENT IS SIGNED AND RECEIVED BY MANAGEMENT. THIS AGREEMENT MUST BE **RETURNED WITHIN 3 DAYS**. ALL MONEY (SECURITY DEPOSIT, RENT, TAX) IS TO BE RECEIVED **AT LEAST SIXTY DAYS PRIOR TO ARRIVAL**. IF THE UNIT IS RESERVED LESS THAN SIXTY DAYS PRIOR TO ARRIVAL, ALL MONEY IS DUE AT THE TIME OF RESERVATION. IF THE ABOVE IS NOT FOLLOWED, MANAGEMENT RESERVES THE RIGHT TO CANCEL RESERVATION. ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. **ALL PAYMENTS ARE TO BE MADE ELECTRONICALLY THROUGH ZELLE/VENMO/POPMONEY. PAYMENTS TO BE MADE TO: Frprentalpayments@gmail.com**. THE \$400.00 WILL BE DEDUCTED FROM THE FINAL PAYMENT. TENANT MUST BE 25 OR OLDER. PROOF OF AGE REQUIRED FOR ONLINE RESERVATIONS. **THE RENTER MUST RESIDE IN THE PROPERTY.**

DAMAGE INSURANCE: ALL GUEST WILL BE CHARGED FOR DAMAGE INSURANCE WHICH WILL COVER YOU IN THE EVENT OF DAMAGE UP TO \$1500.00 **THIS DOES NOT INCLUDE AN ADDITIONAL BILLING IF THE FOLLOWING OCCURS DURING YOUR STAY:**

- (A) EXCESSIVE UTILITY CHARGES
- (B) OTHER SERVICES PROVIDED BY THE AGENT OF ITS ASSIGNS; AND /OR TO COMPENSATE THE CONDOMINIUM ASSOCIATION FOR DAMAGE TO THE CONDOMINIUM PROPERTY.
- (C) EXTRA CLEANING OVER TWO (2) HOURS REQUIRED TO RETURN THE UNIT TO ACCEPTABLE CONDITION.
- (D) EXCESSIVE SOIL/SAND; A BROOM AND VACCUM IS PROVIDED IN THE UNIT.
- (E) DISHES/SILVERWARE/PANS NOT CLEAN AND RETURNED TO CABINETS.

BY SIGNING THIS RENTAL AGREEMENT, YOU ARE AGREEING TO ADDITIONAL CHARGES IF THE ABOVE OCCURS. PLEASE RESPECT MY HOME AND THERE SHOULD NOT BE ANY PROBLEMS.

CANCELLATION: MONIES PAID HEREUNDER SHALL BE REFUNDED IF TENANT'S WRITTEN NOTICE OF CANCELLATION OF THIS RENTAL IS RECEIVED BY THE AGENT ON OR BEFORE SIXTY (60) DAYS PRIOR TO THE DATE OF COMMENCEMENT. NO REFUND OF MONIES COLLECTED SHALL BE MADE UNLESS THE PREMISES ARE SUBSEQUENTLY RENTED FOR THE FULL PERIOD ANTICIPATED UNDER THIS AGREEMENT. **NO REFUNDS FOR EARLY DEPARTURES.**

TENANCY APPROVALS AND COMPLETE COMPLIANCE WITH CONDOMINIUM REGULATIONS:

THIS RENTAL AGREEMENT AND TENANT'S RIGHT OF OCCUPANCY SHALL BE SUBJECT TO THE APPROVAL OF THE TENANT BY CRESCENT ARMS CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION. THE TENANT AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THE DECLARATION OF CONDOMINIUM GOVERNING THE PREMISES AND BY ANY RULES AND REGULATIONS HERETOFORE OR HEREAFTER ADOPTED BY THE ASSOCIATION, WITH THE FOLLOWING BEING OF EXCEPTIONAL IMPORTANCE: (A) **NO PETS**; (B) TENANT MAY NOT SUBLET THE PREMISES NOR ASSIGN THIS AGREEMENT; (C) RENTAL RATES ARE BASED UPON OCCUPANCY BY SIX (6) PERSONS. MAXIMUM TOTAL UNIT OCCUPANCY IS SIX (6) PERSONS. (D) ALL TRASH MUST BE BAGGED AND SEALED AND PLACED IN APPROPRIATE CONTAINERS. (E) NO CHILD OR INFANT ALLOWED IN POOL WHO IS NOT POTTY TRAINED OR WEARING A SWIM DIAPER, NOT A REGULAR DIAPER. (F) **NO SMOKING IN UNIT OR ON THE LANAI.**

Initials _____

DISSATISFACTION UPON ARRIVAL: ANY CLEANING PROBLEMS SHOULD BE REPORTED IN WRITING VIA EMAIL **WITHIN 24 HOURS** OF ARRIVAL. ALSO, ANY DAMAGES TO UNIT AND/OR FURNISHING MUST BE REPORTED IN WRITING VIA EMAIL WITHIN THAT SAME PERIOD PREVIOUSLY MENTIONED. FAILURE TO REPORT DISSATISFACTION WITH CLEANING OR DAMAGES WITHIN THE AFOREMENTIONED TIME PERIOD WILL RESULT IN RESPONSIBILITY RESTING WITH THE TENANT.

TERMINATION OF RENTAL: IF THE TENANT VIOLATES ANY OF THE CONDITIONS/RESTRICTIONS OF THIS AGREEMENT, AGENT MAY TERMINATE THIS AGREEMENT, WHICH UPON NOTICE OF SUCH TERMINATION; TENANT SHALL VACATE THE PREMISES IMMEDIATELY. CRESCENT ARMS CONDOMINIUM ASSOCIATION, INC. RESERVES THE RIGHT TO EVICT WHEN TENANT REFUSES TO COMPLY WITH ASSOCIATION COVENANTS OR RULES AND REGULATIONS. **QUIET HOURS ARE 10 P.M. UNTIL 8 A.M.**

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.
(*STATE REQUIRED DISCLOSURE.)

ENTRY INTO PREMISES: THE AGENT OR AUTHORIZED EMPLOYEES OF REPAIRMENT MAY ENTER THE PREMISES, WITH OR WITHOUT PERMISSION OF TENANT, DURING REGULAR BUSINESS HOURS, FOR ANY PURPOSE CONNECTED WITH THE REPAIR, IMPROVEMENT, CARE AND MANAGEMENT OF THE PREMISES. IN CASES OF EMERGENCY, THE OWNER, AGENT OR AGENT'S EMPLOYEES MAY ENTER AT ANY TIME WITHOUT PERMISSION OF THE TENANT.

WAIVER OF TERMS: THE TENANT AGREES THAT THE WAIVER OF ANY TERM, COVENANT, OR CONDITION OF THE AGREEMENT SHALL NOT BE TAKEN NOR CONSTRUED TO BE THE WAIVER OF ANY OTHER TERM, COVENANT OR CONDITION.

INDEMNIFICATION: TENANT SHALL INDEMNIFY AND HOLD HARMLESS ASSOCIATION AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, SUITS, DAMAGES, COSTS, LOSSES, EXPENSES OR OTHER LIABILITY ARISING FROM INJURY TO ANY PERSON OR PROPERTY OCCURRING ON OR ABOUT THE UNIT OR CONDOMINIUM PROPERTY OR ANY OTHER LIABILITY RELATING TO THEIR PERFORMANCE OF THE AGREEMENT OR ANY OTHER DUTY OF ASSOCIATION. TENANT ACKNOWLEDGES THAT LOSSES FROM THEFT OR VANDALISM SHALL BE BORNE BY TENANT. FLAMINGO RESORT PROPERTIES, LLC, IS NOT RESPONSIBLE FOR THE WEATHER, ACTS OF WAR, OR ACTS OF GOD. NO REFUNDS WILL BE GIVEN WITHOUT 60 DAYS ADVANCE NOTICE.

TENANT WILL BE GIVEN THE CODE TO GATE, POOL, BUILDING AND UNIT ON THE DAY OF CHECK-IN VIA TEXT/ E-MAIL FOR YOUR SAFETY AND THOSE AROUND YOU, PLEASE DO NOT SHARE THIS INFORMATION OR LET PEOPLE INTO COMPLEX THAT YOU DO NOT KNOW.

NO COMMERCIAL VEHICLES, TRAILERS, CAMPERS, MOTORCYCLES, MOTOR HOMES, R.V.'S, BOATS AND BOAT TRAILERS, SLOW MOVING VEHICLES ARE ALLOWED ON CRESCENT ARMS PROPERTY.

ONLY ONE (1) PARKING SPOT PER UNIT IS GUARANTEED.

THIS IS A PRIVATE RENTAL AND DOES NOT GO THROUGH THE FRONT OFFICE PERSONNEL. PLEASE DO NOT GO THROUGH FRONT OFFICE FOR PROBLEMS/QUESTIONS. PLEASE CONTACT ME DIRECTLY VIA EMAIL AT flamingoresortproperties@gmail.com or TEXT ME AT (513)-225-6667.

Initials _____

PLACARD FOR BEACH/ACCESS:

To have sufficient number of beach chairs for the guests at Crescent Arms, we are instituting a new placard system. In each of my units will be a placard hanging on the key holder, to be taken to the beach to obtain your chairs which will be already set up on the beach. You do not have to rent an umbrella from Sammy and people will not get their umbrellas until they are seated in their chairs. This gives everyone an equal opportunity for seating and chairs not being saved and not being used. Also, it keeps our beach private, allowing more space for our guests.

- Sammy's Beach service will set up in the morning beach chairs in a number sufficient to accommodate the number of guests staying at the Crescent Arms Condominiums. This number will be communicated to Sammy's beach attendants daily.
- Guests/owners of Crescent Arms will be required to bring their unit identifying "Placard" to the beach when planning to use chairs at the beach and/or renting an umbrella/cabana. **The Placard will attach to a chair to identify that there is a legitimate guest/owner using the chairs (up to 6 per unit).**

If more than 6 chairs are used, then another unit Placard must be among them. **Note, this will be a service to ALL guests/owners whether they rent an umbrella or not. I supply an umbrella in each unit for your use.**

- Sammy's beach attendant will be present on the CA beach daily and will monitor the beach chairs according to the above requirement. Individuals in violation of the above will be politely approached and informed of the required identification (Placard) and asked to surrender their chairs if they are not guests/owners of CA. If you have guests coming to visit, they must bring their own chairs.
- Sammy's service will be the exclusive beach umbrella/cabana rental company for CA and will provide beach umbrellas/cabanas for an additional cost to the guest/owner of CA upon their request.
- **There is a \$100.00 fee if a Placard is lost. The Guest will be charged for the replacement Placard. If the placard is not replaced on the key holder in the unit, you will be responsible for replacement. Consider this a key to the beach and needs to be taken care of during your stay.**

SUBJECT TO RETURN, THIS AGREEMENT CONFIRMS THE RENTAL WHEN SIGNED BY TENANT(S) AND \$400.00 SECURITY DEPOSIT RECEIVED. PLEASE RETURN VIA EMAIL AT :

flamingoresortproperties@gmail.com OR FAX TO 513-469-5072.

Initials _____

FLA-mingo RESORT PROPERTIES, LLC

TENANT RESERVATION AGREEMENT

IN SIGNING THIS AGREEMENT, I/WE AGREE TO ABIDE BY THE RULES AND REGULATIONS OF THE CRESCENT ARMS ASSOCIATION AND OWNER OF UNIT 605 SOUTH. THE PAYMENT SCHEDULE IS DEFINED IN THE EMAIL WHICH THIS CONTRACT IS ATTACHED TO.

DATE OF STAY: _____

Date: _____ **PRINT NAME:** _____

Signed: _____

Tenant

Date: _____ **PRINT NAME:** _____

Signed: _____

Tenant

Please initial/sign each page and fax the contract to (513) 469-5072 or scan and email to flamingoresortproperties@gmail.com. Please file the contract for your reference on rules/regulations. Thank you for booking one of my “slices of paradise”.

If you have any questions, please feel free to contact me. I will email you a receipt for your contract and security deposit and final payment upon receipt of each.