

EAST SISTER ROCK, INC. (Lesser)
1226 Cordova Street
Coral Gables, FI 33134
Fax: 305-443-8674
RENTAL RESERVATION AGREEMENT

Please complete and sign this agreement and return it along with your deposit as soon as possible in order to secure your reservation.

Name: _____ Rental Property: East Sister Rock Island
Address: _____ Phone No. _____
E-Mail: _____ Fax No. _____

RENTAL INFORMATION

East Sister Rock Island Address: 99 Ocean East Drive

Rental period _____ 4 P.M. thru _____ 11 A.M.

Number in party _____ Adults: _____ Children: _____, Ages: _____

Number of vehicles: _____ Number of boats: _____ Boat tag: _____

Make of Boats: _____ Size of boats: _____

Rental rate: _____ /wk. Extra persons: \$ _____ per person/per night based on maximum ***6 persons occupancy, plus any sales or use taxes in effect: Currently (12.5%): _____. Cleaning Fee: 300.00.

***If A/C is going to be used there is an additional charge of \$6.00/per hour for diesel fuel and will be charged to the credit card on file at the end of your stay. Upon arrival the Caretaker will show you the clock on the diesel generator will keep track of any usage from there.**

Total\$: _____.

** Rental rate is based on maximum 6 person occupancy. A \$90.00 per day, per person will be charged for each additional person over 6 persons with a maximum of 8 allowed. If more than 8 persons are on the premises at any one time, the deposit is automatically forfeited.

*****COMMENTS: A caretaker will greet you upon arrival and will be on call during your entire stay to help with any questions or anything that should arise. Gratuity is greatly appreciated and welcome!**

TOTAL DUE: \$ _____.

I hereby deposit \$1000.00 with East Sister Rock; Inc. and credit card information to reserve the above specified rental property. RENTAL MONIES IS DUE NO LATER THAT 60 DAYS PRIOR TO THE ARRIVAL DATE. THE \$1000.00 SECURITY DEPOSIT WILL BE REFUNDED TO CREDIT CARD NO LATER THAN, TWO WEEKS AFTER DEPARTURE and Credit card on file will be billed for any damages and missing items that are not covered by the deposit.. If paying by check, please mail deposit with completed rental reservation agreement to 1226 Cordova Street, Coral Gables, FI 33134.

In the event, of a cancellation, the cancellation notice must be received in writing (60) days prior to the first day of the reserved rental term in order to receive a full refund, less the \$500.00 processing fee and booking fee.

If you cancel less than 60 days before your arrival, your deposit and any prepaid rent will be refunded ONLY if another rental is procured and paid for that same time period. If a rental is not

procured, you will lose your deposit and any prepaid rent, not to exceed the amount of your rental.

TERMS ON PAGE 2, PAGE 3, AND PAGE 4 ARE PART OF THIS AGREEMENT

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REFUNDS: There will be no refunds for late check in or early check out, bad weather or illness. If federal, state or local authorities call for an evacuation in the event of a tropical storm, a refund will be made from the date the evacuation is ordered, up to when the order is lifted and guests can return to complete their reservation, or if guests wish to reschedule another time. All reservations will be confirmed after you sign the rental agreement and indemnification form and the deposit is received.

Because of the location of this property, a boat will be available upon request FOR TRANSPORTATION TO AND FROM THE ISLAND.

ADDITIONAL TERMS, INFORMATION RATES AND CONDITIONS

Direction: East Sister Rock Island is located 1/4 mile off Marathon Shores in the Florida Keys. Take U.S. 1 Highway from Miami to MM50. (K-Mart on your left and Publix) left on Sombrero Road to Tingler Lane, another left to Ocean East Drive. The address on the mainland is 99 Ocean East Drive. It is the second dock on your right.

Procedures: You must come directly to the dock at 99 Ocean East Drive for check-in procedures. Please 305-796-8440 with an estimated time of arrival and instructions. A specific pick-up time is required.

The Caretaker: The caretaker will pick you up at the dock upon arrival. He is there to facilitate your arrival and departure. He is very knowledgeable with the Florida Keys, fishing, and snorkeling spots.

Check-out time: is 11 A.M. and is strictly enforced in order to allow for the next party to check in. The regular one night charge of \$1000.00 will apply to all departures after 11A.M.

House Rules: Pets are not allowed, UNLESS SPECIFIC ARRANGEMENTS ARE MADE AND NON-REFUNDABLE PET FEES HAVE BEEN PAID IN ADVANCE. If pets are brought inside the rental property, without prior consent, the deposit is automatically forfeited and occupancy refused. Rental properties are not to be used for house parties. Excessive noise and other disturbances are not allowed. Overnight guests are not allowed. **Smoking is NOT ALLOWED** anywhere on the house or on the deck/veranda. Since the property is being held for your reservation you are obligated for the entire term. The lesser does reserve the right to cancel and refund the full deposit to the lessee in the event the property becomes sold or a conflict of scheduling results. This house is completely solar and wind powered. Please conserve energy by turning off lights and electrical appliances when not in use. **WATER:** This house is supplied by a cistern, please be conservative when using water.

Inventory: The rental is equipped with linens, towels, cooking utensils, pots, pans, dishes, appliances, washer/dryer, barbeque grill, small appliances, coffee makers, etc. These are inventoried by our staff upon your departure. You will be charged for any broken or missing items. **What to Bring:** You will only need to bring outside beach

towels for your use. Please also bring you cell phone for your convenience. The property is self service without daily maid service. **Cleaning Procedure:** Our property is professionally cleaned to meet with your satisfaction.

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We only require that the rental property be left neat and tidy when you depart. Please be sure that all dishware is properly clean, trash is removed from the inside and bagged neatly outside or placed on the mainland inside the provided garbage containers, and all beds are stripped. An additional cleaning fee will apply and charge to your credit card if the house is not left neat and tidy. Inaccessible areas: Certain areas of the property and/or house may be unavailable for guest's use. These areas may include, but are not limited to, closets, storage areas, etc. Right of Entry: Robert Williford, his associates, employees, and subcontractors shall have the right to enter the property at reasonable hours for the purposes of making repairs or inspections.

East Sister Rock Island offers a true island experience with fans in every room of the house. The house has 19 sliding glass doors with the best tropical breezes. We also offer central air conditioning in the bedrooms for your comfort. **PLEASE MAKE SURE ALL DOORS ARE CLOSED WHEN IN USE.**

Any damage to real or personal property occurring during your stay is your responsibility and you will be charged for the cost to repair and cure all damage and any incidental or consequential damage. Property owner/manager are not liable or responsible for damage or injury occurring from act or omission by reason of weather, act of war, civil disorder, cause majeure; immigration actions or otherwise not within owner/manager control, nor any consequential or incidental damage. In the event of any action arising, as per our agreement, the parties agree that jurisdiction and venue shall be exclusively in Miami-Dade County, governed by Florida law and each WAIVES TRIAL BY JURY and agree that the prevailing party shall be entitled to reasonable attorney's fees and costs and any monetary award shall have interest at the highest non-usurious rate. Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's content. Tenant shall not create any environmental hazards on or about the Premises. Tenant shall not destroy, deface damage, impair or remove any part of the Premises belonging to the Landlord, nor permit any person to do so. Tenant may not make alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. Tenant will comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; Keep the Premises clean and sanitary; Remove all garbage from the dwelling unit in a clean and sanitary manner; Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances. **CASUALTY DAMAGE.** If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 2 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed. **RISK OF LOSS** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenant, or Tenant's family, agents,

employees, guests, or visitors located in or about the Premises, or for damage or injury to the person of the Tenant or Tenant's family, agents, employees, guests or visitors. Nothing caused by its own negligence or willful conduct. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

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ENTIRE AGREEMENT: This is a 4-page Rental Reservation Confirmation and Agreement, which outlines the conditions and financial terms of your rental. This agreement represents our complete understanding and no other agreement exists unless they are written into this agreement. No verbal agreement shall be binding. Please read this agreement carefully to secure your reservation. Please sign and check all terms and condition boxes in order to secure the reservation.

The undersigned acknowledges having read this agreement and hereby agrees to its Terms.

WE AGREE TO THE TERMS:

The person signing this agreement is the responsible party and must be among the rental party at the property. You must have a copy of this agreement with you, and available for reference during your stay in our accommodations. We look forward to meeting with you soon, and I hope you enjoy your stay at East Sister Rock Island.

Credit Card Information:

Name as it appear on Credit Card: _____

Address where credit card is

Billed: _____

Credit Card Number: _____

Expiration Date: _____

Security Code: _____

I _____ authorize East Sister Rock, Inc. To charge \$1000.00 security deposit to the aforementioned credit card as a reservation and security deposit for the specified week rental of the East Sister Rock Island. I also authorize East Sister Rock Inc. To charge full payment 60 days prior to the arrival date to the aforementioned credit card. If you wish to use another form of payment, please provide the information prior to the 60 days.