

WHITE SAND VACATION RENTALS
VACATION PROPERTY LEASE AGREEMENT

IN EXCHANGE for the mutual covenants and valuable consideration herein, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties, and further subject to all terms, conditions and provisions herein, the Lessee and Rental Agent agree as follows:

THIS LEASE AGREEMENT (herein the "Lease") is made and entered as of the "Effective Date" defined herein by and between Trevor Ladner d/b/a WHITE SAND VACATION RENTALS, whose mailing address is 81 Lake Front Drive Miramar Beach FL 32550 (herein the "Rental Agent") and the below named individual(s):

LESSEE NAME: _____

LESSEE NAME: _____

ADDRESS 1: _____

ADDRESS 2: _____

HOME TELEPHONE: _____ CELL #: _____

E-MAIL ADDRESS: _____

1. DEFINITIONS.

- (a) **"LESSEE".** As used herein, the term "Lessee" shall mean and refer to: (a) the individuals signing this lease, and (b) all other persons, guests, occupants and/or invitees occupying the Premises during the Term of this Lease with the persons signing this Lease, whether or not such additional persons sign this Lease.
- (b) **"LEASE".** As used herein, the term "Lease" shall mean and refer: (a) to this written lease agreement; and (b) all addenda and exhibits attached hereto including, without limitation, Addendum No. 1; and (c) all Rules and Regulations prescribed by the Rental Agent from time to time whether herein or as set forth on Rental Agent's website www.whitesandvacationrentals.com

2. **PREMISES RENTED.** Rental Agent hereby leases/rents to Lessee and Lessee hereby leases and hires from Rental Agent the single family residence, together with all improvements, furniture, fixtures, equipment, and appliances therein and located at: _____ (hereinafter the "Premises").

3. **TERM.** This Lease shall become binding and effective on Lessee on the date Rental Agent receives Lessee's "Reservation Deposit" for the Premises, and the tenancy shall commence on the "Check In Date" written below and shall terminate on the "Expiration Date" written below, unless sooner terminated by Rental Agent as provided herein (hereinafter the "Term"):

(a) The **"Check In Date"** shall be: _____, at 4:00 P.M. (Central Standard Time); and

(b) The **"Expiration Date"** shall be: _____, at 10:00 A.M. (Central Standard Time).

4. **MONIES DUE.** Lessee shall pay the Reservation Deposit upon reservation of the Premises. The Total Amount Due shall be due and paid in full at least thirty (30) days before the Check In Date. Lessee shall have no rights to occupy, check in or receive keys to the Premises until Rental Agent has received the Total Amount Due.

Reservation Deposit.....\$ _____ ("Reservation Deposit")

Balance of Rent Due.....\$ _____ ("Total Rent")

Plus: applicable taxes.....\$ _____ ("Taxes")

Plus: Security deposit.....\$ _____ ("Security Deposit")

"Total Amount Due".....\$ _____ TOTAL AMOUNT due 30 days before Check In Date.

5. **OCCUPANTS.** The maximum number of persons permitted to occupy the Premises under this Lease is _____ (_____) persons. The Premises shall be occupied only by the Lessee named herein and all persons in Lessee's party as agreed to in advance by Rental Agent at the time of reservation and herein. No other persons shall occupy the Premises without the prior express written consent of the Rental Agent. **Lessee's breach of this provision shall be an immediate breach and default by Lessee and shall result in immediate eviction and forfeiture of all amounts paid by Lessee.**

6. **FORM OF PAYMENT OF RENT AND OTHER PAYMENTS.**

- (a) All payments due under this Lease shall be made payable to: WHITE SAND VACATION RENTALS and shall be delivered to Rental Agent at its address on the first page of this Lease.
- (b) Lessee shall make all payments required under the Lease in current funds by cash, personal check, cashier's check, or money order. Payment is not considered made until funds are collected by the Rental Agent. Lessee acknowledges and agrees that any amount paid by Lessee may be deposited into Rental Agent's general operating and business checking account and may be commingled with other payments to Rental Agent from other rental properties.
7. **RENTAL AGENT CONTACT INFORMATION.** Lessee shall direct all inquiries concerning payments due hereunder and all repairs, maintenance or services for the Premises to: **TREVOR LADNER - Telephone: (850) 654-5799 or (850) 685-6151 or to Rental Agent's mailing address set forth above.**
8. **LEASE BINDING ON ALL OCCUPANTS OF PREMISES.** This Lease is jointly and severally binding upon the Lessee including the individuals signing this lease and all other persons, guests and/or invitees occupying the Premises during the Term of this Lease, whether or not such persons have signed this Lease.
9. **LESSEE'S CONTACT INFORMATION.** Lessee shall keep Rental Agent informed at all times with current personal telephone numbers where Lessee may be reached.
10. **INCORPORATION OF ADDENDUM NO. 1 TO LEASE and RENTAL AGENT'S RULES AND REGULATIONS.** The Lessee acknowledges, affirms and agrees that certain Addendum No. 1 attached hereto is hereby incorporated herein and made a part of this Lease. Further, all rules, regulations, and provisions prescribed by Rental Agent on its website www.whitesandvacationrentals.com, as may be amended by Rental Agent from time to time (herein the "Rules and Regulations") are incorporated herein and made a part of this Lease. All terms, conditions and provisions of the Addendum No. 1 and Rental Agent's Rules and Regulations are binding upon the Lessee as if set forth verbatim herein.
11. **RETURN / FORFEITURE OF RESERVATION DEPOSIT.** In any event Lessee terminates or cancels their reservation or this Lease within four (4) weeks before the Check In Date, such late cancellation shall result in Lessee's forfeiture of the entire Reservation Deposit to the Rental Agent as agreed upon liquidated damages, and not as a penalty. In the event Lessee terminates or cancels their reservation four (4) weeks or more before the Check In Date, the Reservation Deposit will be refunded to Lessee within two (2) weeks from the date of termination of reservation. Additional terms and provisions governing Reservation Deposits and cancellation for inclement weather and travel insurance are set forth in Addendum No. 1 to this Lease. **Any cancellation of a reservation for the Premises requires written notice of such cancellation to Rental Agent. Delivery of such written notice of cancellation shall be deemed received by Rental Agent on the later of: five (5) days after posting in the U.S. Postal Service, or upon the date signed for by Rental Agent (if sent via overnight courier service).**
12. **RETURN / FORFEITURE OF SECURITY DEPOSIT.** In the event Lessee complies with Rental Agent's Rules and Regulations during and upon check out from the Premises, Rental Agent shall return the Security Deposit on or before two weeks after Expiration Date of this Lease. In the event of any damage or additional cleaning is required to the Premises, the Rental Agent shall retain and apply the Security Deposit toward any repairs, maintenance, or additional cleaning required due to Lessee's non-compliance with this Lease.
13. **NO PETS ALLOWED.** No pets shall be allowed in or upon the Premises at any time. Any violation of this paragraph shall be deemed Lessee's breach and immediate default and shall result in immediate eviction of Lessee and forfeiture of all amounts paid by Lessee.
14. **NOTICES.** All notices shall be sent as follows: (a) If to Rental Agent, in writing to Rental Agent's address set forth on the first page hereof; and (b) if to Lessee, to Lessee at the Premises (if during the Term of this Lease), or to Lessee's other address specified on the first page of this Lease (if prior to Check In Date or after the Expiration Date). If Lessee is absent from the Premises, a notice to Lessee may be given by leaving a copy of the notice at Premises, and such notice shall be deemed delivered on the day of delivery of such notice to the Premises.
15. **NOTIFICATION OF REPAIRS OR MAINTENANCE:** Lessee shall notify Rental Agent immediately upon knowledge of any maintenance or repairs needed for the Premises.
16. **LONG DISTANCE CHARGES; MOVIES; INTERNET.** Lessee shall be solely responsible and shall pay for all long distance telephone charges; television/movie orders; and/or additional internet service charges (other than normal account charges) incurred during the Term of this Lease.
17. **NO ASSIGNMENT OR SUBLEASE.** Lessee may not assign the Lease or sub-lease all or any part of the Premises without first obtaining the Rental Agent's prior express written approval and consent. Any attempt by Lessee in violation of this paragraph shall be null and void and shall confer no rights upon any attempted assignee or sub-lessee.
18. **KEYS AND LOCKS.** Rental Agent shall furnish Lessee with keys to the Premises when Lessee checks in pursuant to

Rental Agent's Rules and Regulations. At end of Lease Term, all keys provided to Lessee shall be returned to Rental Agent pursuant to the Rules and Regulations. No keys shall be copied or duplicated in any manner. Lessee is responsible for charges and costs related to any loss of the keys to the Premises.

19. **ACCESS TO THE PREMISES** The Rental Agent and/or any agent of Rental Agent is authorized and may enter the Premises in the following circumstances:
 - (a) At any time upon 2 hours advance notice to Lessee for the inspection, protection, or preservation of the Premises; or
 - (b) At any time in order to make necessary or repairs, maintenance, or improvements; to supply agreed services; or to show and exhibit the Premises to prospective or actual buyers, real estate agents; or
 - (c) At any time in case of an emergency or in the case of a breach/default by Lessee hereunder.
20. **ACCESS BY REALTORS**. Lessee acknowledges and agrees Rental Agent or Rental Agent's real estate agent shall have access to the Premises during reasonable hours (8:00 A.M – 7:00 P.M) during the Term hereof for the purposes of showing the Premises to prospective purchasers. Rental Agent shall provide Lessee with reasonable notice (2 hours advance notice shall be deemed reasonable notice hereunder) in the event the Premises is to be shown to a prospective purchaser.
21. **USE OF THE PREMISES**. Only Lessee (as defined herein) shall have any rights to use and occupy the Premises during Term. The Premises shall be used for residential purposes and in compliance with: (a) all state, county, municipal laws and ordinances; (b) all rules, regulations, covenants and restrictions of any owner's association applicable to the Premises; and (c) all Rules and Regulations prescribed by the Rental Agent or Owner. Lessee shall absolutely not make any alterations to the Premises. Lessee agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the risk of injury to persons or property. Lessee shall commit no waste upon or about the Premises or allow waste to occur due to Lessee's failure to act. Lessee shall comply with all Rules and Regulations of Rental Agent upon check out.
22. **RISK OF LOSS AND INSURANCE**. Lessee shall be responsible for any and all loss, damage, or injury caused by its own negligence or willful conduct. Lessee's liability insurance (whether homeowner's or otherwise) shall be primary in the event of any loss or damage to property or persons occurring at or about the Premises during the Term of this Lease.
23. **PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, LESSEE AGREES THAT LESSEE SHALL BE AND IS SOLELY LIABLE FOR ANY AND ALL LOSS, DAMAGE, DESTRUCTION, OR THEFT OF LESSEE'S PERSONAL PROPERTY DURING THE TERM OF THIS LEASE, AND LESSEE SHALL HOLD RENTAL AGENT AND THE OWNER HARMLESS FROM ALL LOSS, DAMAGE OR LIABILITY FOR SUCH PERSONAL PROPERTY. FURTHER, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, THE RENTAL AGENT SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY PERSONAL PROPERTY REMAINING AT THE PREMISES OR ANY STORAGE OR DISPOSITION OF PERSONAL PROPERTY. ALL SUCH PERSONAL PROPERTY MAY BE DISPOSED OF ANY MANNER RENTAL AGENT DEEMS APPROPRIATE, AND REASONABLE CHARGES FOR REMOVAL AND DISPOSAL SHALL BE PAID BY THE LESSEE.**
24. **ATTORNEY'S FEES**. In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.
25. **VENUE**. The parties to this Agreement agree that the agreement was negotiated and entered into in Okaloosa County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, then venue shall lie exclusively in the Circuit Court in and for Okaloosa County, Florida. The parties, by their signatures, agree to and subject themselves to jurisdiction (both personal jurisdiction and subject matter jurisdiction) in the Circuit Court in and for Okaloosa County, Florida.
26. **WAIVER OF JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS LEASE AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE AGREEMENT.**
27. **ENTIRE AGREEMENT**. This Lease, together with all addenda, exhibits, and all Rules and Regulations attached hereto or incorporated herein by reference, comprises and represents the final, entire and complete agreement among the parties and supersedes all previous agreements made between the parties relating to its subject matter. There are no prior or contemporaneous written or oral agreements, understandings, undertakings, promises, warranties, guaranties or covenants between the parties, respecting the subject matter hereof, except as expressly provided herein. This Lease may only be modified or amended in writing signed by both Rental Agent and Lessee.
28. **WAIVER OF WARRANTIES**. Rental Agent does not make and has made no representation or warranty, express or implied, concerning the Premises, or any portion thereof, its condition, the uses to which it may be put, its suitability for any purpose, any environmental matters, or any other thing or matter directly or indirectly related thereto. Lessee is

responsible for determining that the condition of the Premises is satisfactory to Lessee prior to signing this Lease. Lessee acknowledges and agrees Lessee is leasing and renting the Premises in its "AS IS" "WHERE IS" condition without requiring any action, expense, or other thing or matter on the part of Rental Agent to be paid or performed. Rental Agent does not make and has made no representation or warranty, express or implied, as to the reliability or accuracy of any information or reports provided to Lessee which are or were produced by a third party, it being expressly understood that verification of the accuracy of such information or reports is the sole responsibility of Lessee. **RENTAL AGENT DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE PREMISES INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.**

29. **WALK-THROUGH ON CHECK IN.** Lessee shall perform a walk-through of the Premises at the time Lessee checks in. Lessee is responsible for notifying Rental Agent immediately of any defective equipment or other conditions or matters affecting the Premises.
30. **BINDING AGREEMENT.** This Lease shall be jointly and severally binding upon the Lessee and all persons, family members, guests, invitees, and other persons on or about the Premises with permission of Lessee regardless of whether or not such person has signed this Lease or not. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
31. **DEFAULT/REMEDIES.**
- (a) **Lessee Breach or Default.** In addition to all other remedies available herein or at law or in equity, which remedies are expressly reserved by Rental Agent, if Lessee shall default or breach this Lease for any reason, the Rental Agent shall have the right to immediately terminate the tenancy, evict the Lessee (and all of Lessee's party) and take immediate possession of the Premises. In such event, and without waiving any other contractual, legal, or equitable rights or remedies (including the right to seek damages against Lessee), the Lessee agrees that all amounts paid shall be forfeited to the Rental Agent and may be applied toward Lessee's obligations under this Lease (including, without limitation, payment of Rent, Taxes, damages, cleaning, or otherwise).
 - (b) **Rental Agent Default.** In the event the Rental Agent breaches this Lease for any reason, except for Lessee's default or breach, then Lessee's sole and exclusive remedy under this Lease is the return of any unearned Rent and Security Deposit as Lessee's sole and exclusive remedy for Rental Agent's breach hereunder. Lessee hereby knowingly, intelligently, and voluntarily waives all rights the Lessee (or anyone claiming by, through or under Lessee) has to seek damages against Rental Agent or the owner of the Premises.
32. **MISCELLANEOUS.**
- (a) Time is of the essence in all of Lessee's performances due under this Lease.
 - (b) All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
 - (c) A facsimile copy of the Lease and any facsimile signatures shall be deemed original signatures and shall be binding upon the party against whom liability is sought for all purposes.

- **IN WITNESS WHEREOF**, by their signatures below, Rental Agent and Lessee hereby agree to and accept all terms and conditions of this Lease.

RENTAL AGENT:
WHITE SAND VACATION RENTALS

Trevor Ladner, its owner

LESSEE:

LESSEE:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

WHITE SAND VACATION RENTALS

ADDENDUM No. 1 TO PROPERTY LEASE AGREEMENT

RENTAL AGENT RULES, REGULATIONS, POLICIES AND PROCEDURES

The following rules, regulations, policies, and procedures, together with all additional terms, conditions and provisions stated herein ("Rules and Regulations"), are hereby incorporated in by reference and made a part of the Lease for the Premises.

RESERVATION INFORMATION AND CANCELLATION POLICY

- A fee equal to 25% of the total rent will be charged in case of cancellation, transfer or change of reservation. If reservation is not cancelled prior to 4 weeks before check-in date, full deposit will be forfeited. **WRITTEN NOTICE REQUIRED FOR CANCELLATION AND WRITTEN NOTICE IS REQUIRED TO BE RECEIVED BY RENTAL AGENT PRIOR TO THE TIME SET FORTH IN THE LEASE, TIME BEING OF THE ESSENCE.**
- Cancellation or early departure due to inclement weather does not warrant any refund of rent or deposit. If a Mandatory Evacuation order is given, refunds will only be given by your Travel Protection policy/agent, but you must have purchased coverage before the storm was identified and/or named. **IF YOU CHOOSE NOT TO PURCHASE COVERAGE, THERE WILL BE NO REFUNDS.**
- If Lessee has not checked in by 10 a.m. of the following day (without prior notice to Rental Agent) the Premises may be re-rented and loss and forfeiture of full deposits (all amounts paid by Lessee) will result.
- Check-In time is 4 p.m. Check-out time is 10 a.m.
- **ANYONE STAYING PAST 10 A.M. WILL BE CHARGED FOR THE EXTRA DAY!!**
- There is a \$20 charge for keys not left in the home at departure and a \$30 fee for all lockouts. We are not responsible for any damage done to vehicles or personal property.
- All prices reflect (6,8,10,12) persons or less, as set forth in the Lease. Any additional persons will cost as Rental Agent's website states. It will be considered a breach of contract if extra, unpaid, guests are found on the property. Immediate eviction can be expected of the entire group and loss / forfeiture of all rent and security deposit paid.
- A damage deposit of \$400-\$1000 is required. If no damages are incurred and HOME IS LEFT IN THE ORDER IT WAS FOUND & there have been no other violations of rental policy then deposit will be mailed back within two (2) weeks after the date of check-out.
- NOTE: If expenses are incurred to repair damages, replace missing items, pay for extra cleaning or any other violation of rental policy as a result of your stay, we reserve the right to apply the damage deposit to offset expenses.
- If any mattresses have been "wet", loss and forfeiture of the entire damage deposit will result.
- **ABSOLUTELY NO PETS ON OR IN PROPERTY AT ANY TIME!! ALSO NO SMOKING IS PERMITTED IN HOME!! If pets or smoking is realized, loss of full deposit will be the result.**
- **PRIVATE & OR COMMUNITY POOL (IF HOME HAS ONE) IS TO BE USED BY REGISTERED GUESTS ONLY!**
- Sheets and towels are provided, however we ask that you bring your own BEACH towels. Soaps, toilet paper and trash liners are provided upon arrival only.
- Trash bins must be pulled to the curb on trash days and brought back no later than evening of same day.
- Owner is, by Florida law, allowed to enter home at any time if he/she suspects any actions that might breach this contract. Owner may also enter home to check A/C filters and for any other reason necessary to maintain, security and comfort of Lessee, as set forth in the written Lease Agreement.
- If property is for sale, Lessee must cooperate with the owner or realtor to arrange convenient times to show said property.
- **WE REQUIRE THAT ALL MEMBERS OF GROUP RENTING & STAYING IN THE HOME READ THIS RESERVATION INFORMATION SHEET. CHECK IN SHALL BE DEEMED ACKNOWLEDGMENT BY EVERY PERSON THAT EACH HAS READ AND UNDERSTANDS ALL RULES AND REGULATIONS OF THIS POLICY.**
- Call us when you get near or in Destin and we will drive over to meet you with the keys. No check-ins before 4 p.m. unless prior arrangements have been made.
- **Balance of rent, tax and damage deposit must be paid 30 days prior to check-in day.** If balance has not been paid before the 30 day period then reservation will be considered cancelled, home will be re-rented and all prior monies paid will be forfeited.
- **EXCHANGE OF MONEY AUTOMATICALLY CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.**

Rules and Check Out Procedures

- SWEEP SAND FROM ALL FLOORS
- RINSE ALL TUBS & SHOWERS FREE FROM SAND
- STRIP SHEETS & PILLOW CASES ONLY FROM BEDS AND LEAVE THEM IN A BUNDLE
- PUT ALL FURNISHINGS IN ORIGINAL ORDER
- ALL DISHES MUST BE CLEAN AND PUT AWAY
- COUNTERS AND REFRIGERATOR WIPED CLEAN
- GRILL MUST BE CLEANED
- TRASH BAGGED AND PUT IN TRASH CONTAINER OUTSIDE (GARBAGE PICK- UP: TUES. AND FRI. or MON. and THUR.)
- LEAVE ALL KEYS ON COUNTER IN THE KITCHEN
- REMEMBER: IN ORDER TO RECEIVE YOUR FULL DAMAGE DEPOSIT BACK, UNIT MUST BE LEFT IN ORDER THAT YOU FOUND IT.

- ANY UNOPENED OR UNUSED FOOD MAY BE LEFT AND WILL BE DONATED TO A CHARITABLE CAUSE.
- ANYONE STAYING PAST 10:00 AM, WILL BE CHARGED AN ADDITIONAL DAY

Under 26 Addendum to Reservation and Property Lease Agreement.

REGARDING PERSONS UNDER THE AGE OF 26:

1. ABSOLUTELY NO PARTYING, LOUD MUSIC, OR WILD BEHAVIOR ON PROPERTY.
2. ABSOLUTELY NO SMOKING INSIDE UNITS
3. POOL AND UNIT IS TO BE USED BY REGISTERED PERSONS ONLY. NO GUESTS ARE ALLOWED ON PROPERTY UNLESS IT IS A PARENT AND PREARRANGEMENTS HAVE BEEN MADE.
4. UPON CHECK-OUT, UNIT IS TO BE LEFT IN THE ORDER IT WAS FOUND. IF UNIT IS LEFT IN GOOD CONDITION, DEPOSIT WILL BE SENT OUT MONDAY AFTER CHECK-OUT.
5. EXCHANGE OF MONIES CONSTITUTES AUTOMATIC ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.
6. **FAILURE TO COMPLY WITH ANY OF THE CONDITIONS INCLUDED HEREIN SHALL RESULT IN IMMEDIATE EVICTION AND LOSS OF FULL DAMAGE DEPOSIT AND RENT**

Initials of Lessee _____

Initials of Lessee _____

Initials of Lessee _____

Initials of Lessee _____

Initials of Lessee _____

Initials of Lessee _____

Initials of Lessee _____

Initials of Lessee _____

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All terms, conditions and provisions of this Addendum No. 1 are incorporated into and made a part of the written Lease Agreement for the Premises, and shall be binding upon all persons occupying the Premises.