

All "usual" utilities are included in the tenancy.

The owner must be notified immediately if you discover any item that needs attention. Once notified we will correct the problem with all expediency. Please be aware that for your comfort all key operational components are checked each time a tenant vacates the property.

Tenant will be charged additional fees for the following:

- fines or summonses by the City of Cape Coral as a result of Tenants action or Tenants guests actions
- any damage to the house, grounds or contents, - excessive utilities, excessive use of WATER AND electricity, etc.

The phone will be blocked from long distance calls and 1-900 number calls. A calling card will be required to make long distance calls. Toll free numbers and local calls are assessible.

At the end of the term, Tenant shall leave the premises clean and in good condition.

Therefore, at departure

- all tenants property must be removed
- beds may be left undone
- used towels are to be deposited in the bathrooms
- all dinnerware, pots, pans, and glasses must be cleaned and the dishwasher must be emptied.
- used food must be removed from the cabinets and refrigerator.
- trash must be removed from the house and be put in appropriate containers.
- all unreasonable damages caused during Tenants stay must be repaired.

Tenant must supervise guests while on the premises. Noise must be kept to a reasonable level in order to avoid disturbance to the neighbours or the general public. Overnight guests are not allowed without our knowledge and consent. The maximum occupancy must not be exceeded without our written consent.

Smoking is not allowed inside the house; no pets shall be allowed on the premises.

The use or ownership of any illegal drugs is strictly prohibited on the property. Possession and use of any such substance is against the law and will result in immediate eviction and forfeiture of payment. Tenant further waives any and all rights to recourse against the owner for enforcing this clause.

All occupants are required to perform "regular" household duties that include but are not limited to: - Recycling as requested by law - garbage removal, - cleaning of individual and guests dishes, - notification to owner of any damages or problems with the property, -locking all doors and windows and switch off all electrical appliances when leaving the house, etc.

**HOLD HARMLESS AND INDEMNITY: THE TENANTS HEREBY ACKNOWLEDGE THAT THEIR OCCUPANCY AT THE PROPERTY IS AT THEIR OWN RISK: OWNERS; MANAGERS AND REALTORS (Owner) of the real property shall not be liable to any damages and or injuries to the Tenant and /or their guests, or their personal property due to Tenants acts, action or neglect. Tenant agrees to hold the owner harmless against any claim for damages and or injury due to Tenant's (and his relatives) act or neglect or Tenant's guests acts or neglect.**

Tenants acknowledge and agree that they -and only they- are responsible for the safety of themselves, their relatives (especially children) and their guests with respect to the pool and the whole property, especially with respect to all smooth surfaces, like tiles and painted or

coated concrete around or in the pool area and the house (especially the bathrooms), which may all be slippery when wet and in that case may be dangerous.

Tenant and their guests agree not to violate the quiet enjoyment of the surrounding neighbours. Owner is not responsible for any actions by other property owners and their guests in the area and around the property, as we have no control over their actions. Owner is not responsible for any noise or disruption that may arise and be caused to you during your stay. Owner is not responsible for the actions of contractors on property other than ours. Owner is not responsible for the breach of the quiet enjoyment by other property owners or any contractors during your stay.

Owner is not responsible for any weather conditions or acts of God or nature that happen during Tenants' stay on premises and no refunds will be made.

Tenant agrees to allow access to the house and property by owner and his agents. Agents include but are not limited to plumbers, electricians, pest inspection, pool service, lawn service etc.

Failure to comply with any of the foregoing clauses and overall rules established by the owner will subject you to immediate removal from the house and forfeiture of all rental payments and security deposits. You hereby consent to be removed from the premises upon demand by the owner and further consent to have the Cape Coral Police Department escort you off the premises. If tenant fails to vacate the premises at the end of the rental period prescribed in the agreement, tenant shall be charged and liable to the owner for \$ 300.00 per day for every day past the day and time specified in this agreement.

If any clause or term in this lease is contrary to law, the remainder of the Lease shall remain in full force.

Tenants who execute this lease are financially responsible for their actions and action of their guests.

I or we, the Tenant(s), hereby certify (by my/our signature to the tenancy agreement) and consent that I/we have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.