

Short Term Rental Agreement

This agreement is hereby made between **Qiang (Frank) Fu**, hereafter known as **Owner**, and _____, hereafter known as **Guest**. Guest shall use Owner's premises at **2659 Andros Ln, Kissimmee, FL 34747, USA**

From _____ (date) 4:00 pm (check-in no sooner than 4pm)

To _____ (date) 10:00 am (check-out no later than 10am)

1. **Payments:** The total payment for this Lease shall be \$ _____ **US Dollars**. The full payment must be paid by not less than **60 days** prior to the check-in date. If the reservation is made within 60 days of the check-in date, the payment is due immediately. Guest shall follow Payment Instruction below to make payment. Guest must be responsible for all processing fees associated with payment. Failure to comply with the payment procedure will be deemed to be a Cancellation by the Guest and will be subject to the cancellation charges as detailed below.
2. **Security Deposit:** The security deposit shall be the sum of **TWO HUNDRED US DOLLARS (US\$200)**. Guest shall, upon agreement of rental price, pay the security deposit to make reservation. This deposit will be refunded to the Guest within 7 business days of the end of the rental once the property management has checked the inventory and completed inspection. Charges for damages, losses or maintenance necessitated by misuse will be deducted from (but not limited to) the security deposit. The premise is inspected both before and at the end of each occupation. It is Guest's responsibility to report all damage immediately (within 24hr) to local Property Management.
3. **Accommodation and Lawful Purposes:** Only Guest and persons listed on the Property Booking Form may use or occupy any part of the Premises. Subleasing, sharing or re-assigning is strictly prohibited. If any changes in occupants occur Guest must have Owner's permission. Guest shall use the premises exclusively for a private residence and in compliance with local municipal ordinances, board of fire underwriters' rules and regulations, and for lawful purposes. Guest shall not disturb, annoy, endanger or inconvenience neighbors. Any guest who violates any law or ordinance will immediately terminate occupancy without a refund.
4. **Unauthorized Parties/Guests/On-site Events:** Parties/Unauthorized guests/Events are not allowed on the premises without prior written consent of the owners. Failure to comply with this rule will result in forfeiture of entire security deposit and immediate eviction from the property.
5. **Nature of Use:** Guest is hereby granted a license to use the Premises. Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through Guest's use of the Premises.
6. **Early Check-In and/or Late Check-out:** Early Check-In and/or Late Check-Out may be available depending on home's rental status. In case Guest needs Early Check-In and/or Late Check-Out, Guest must submit a request to Owner at least two days in advance. Early Check-In and Late Check-Out are not guaranteed. If available, early check-in fee and/or late check-out fee will be charged (detailed in Additional Amenities/Services Fee)
7. **Smoking:** THIS IS A NON-SMOKING HOME. Smoking is NOT allowed inside the unit or in the garage/pool/patio area. There will be additional cleaning charge of \$200 if Guest chooses to ignore this condition of booking.
8. **Animals and Pets:** Animals and pets are NOT permitted in the home. This condition is strictly enforced. If pets or animals are found to be occupying the Premises without authorization, a \$170 cleaning fee will be charged.
9. **Swimming Pool and Pool Heating:** The owner and management do not accept responsibility in the event of injury or death caused as a result of the use of the pool. All children must be supervised at all times. Diving, horseplay or running around the pool area is prohibited. Caution must be taken around wet areas. Owner cannot guarantee the water temperature in community swimming pool. The actual water temperature will vary with the ambient temperature, time of use and prevailing weather conditions. In the unlikely event of any pool heating equipment failure, Guest shall report to Property manager. Owner and Management will do everything in its power to rectify any problems as quickly as possible. No compensation will be given for a malfunctioning heater or concerning complaints regarding pool temperatures.
10. **Cancellation:** Cancellation by Guest must be done in writing and is subject to the policy below. We strongly advise all guests to purchase Trip Insurance or CSA Travel Protection.
 - Over 90 days prior to the check-in date: deposit will be refunded (minus \$45 reservation fee).
 - 60 - 90 days prior to the check-in date: 50% deposit will not be refunded.
 - Less than 60 days prior to the check-in date: all rental payment will not be refunded.

Guest's Initial _____

11. **Failure of System, Appliance or Amenity:** In the event the Premises sustains a failure of utility, system, amenity or appliance - including but not limited to water, sewer, electrical, mechanical, or structure systems: pool/spa heating, air conditioning, electronic or entertainment equipment or services: Cable TV, Internet, phone, or any appliance- Owner and management shall not be liable to Guest in any loss or damages and no refunds will be given for such failures., upon being notified of any malfunction will make a reasonable effort to promptly repair or replace the failed system or advertised equipment. No refunds for early departures.
12. **Damage to Rental Property:** In case the rental property does not return to its normal conditions, wear and tear from reasonable use excepted, based on the inspection report Owner shall supply Guest with an itemized list of charges, and Guest agrees to pay the cost of repair in full, not limited to the deposit amount.
13. **Furnishing and Linens:** Furnishings of the Premises are subject to change without notice. Furniture, bedding, utensils or any other property supplied with the Premises must not be taken out or transferred from one property or another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest. Moving of furnishing inside, outside, or in the game room of the Premises is strictly forbidden.
14. **Acts of God/Uncontrollable Changes:** Owner reserves the right to cancel the booking because of uncontrollable or undeniable circumstances including, but not limited to, mandatory evacuation due to expected severe weather conditions, scheduling problems or sale of property. For such changes in booking, Owner shall refund all deposit and rental payment without any service fees. Owner shall not be liable for events beyond its control which may interfere with Guest's occupancy, such as Acts of God, acts of governmental agencies, fire, strikes, inclement weather and construction noise from nearby sites. NO compensation or refund will be offered in these circumstances.
15. **Website information:** All descriptions given on Owner's website are made in good faith, but there shall be no liability for error or omissions. Price and photos subject to change without notice.

LIABILITY WAIVER:

OWNERS SHALL NOT BE LIABLE TO RENTER, RENTER'S GUESTS, LICENSEES OR INVITEES OR ANY OTHER PERSON FOR ANY INJURY, LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, INCLUDING THEFT, ON OR ABOUT THE PREMISES. RENTER SHALL HOLD OWNER AND MANAGERS HARMLESS AND INDEMNIFIED FROM AND AGAINST ALL LOSS, INJURY OR DAMAGE OCCASIONED BY THE USE OR MISUSE OR ABUSE OF ANY PART OF THE PREMISES INCLUDING THE COMMUNITY SWIMMING POOL. KEEP CHILDREN AWAY FROM SWIMMING POOL UNLESS THERE IS CONSTANT ADULT SUPERVISION.

ACCEPTANCE OF RENTAL AGREEMENT:

FROM MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS. I CERTIFY THAT I AM AT LEAST 25 YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE.

Date	Guest's Signature	Guest's Address / Phone # / email
	Qiang Fu	47 Skywood Dr. Richmond Hill, Ontario Canada, L4E 4L1 Email wyvacation@gmail.com Phone 416-887-5308 Fax: 1-866-454-6582
	Owner's Signature	Address / Phone # / email

Property Booking Form

No. of occupants: _____ (the maximum of occupants is 8)

No. of nights: _____

List of occupants (including Guest who signs this agreement)

Title (Ms. Mr. Mrs.)	First Name	Last Name	Age if under 25

Additional Amenities/Services (please check amenities/services desired):

Amenity/Service	Cost	Required
Pack'n'Play Crib (1)	Free	
Highchair (1)	Free	
Stroller (1)	Free	
Early Check-In/Late Check-Out *	\$25 per hour	
Service by Property Manager**	\$45/visit	

* Depends on availability. Please indicate required Check-In/Check-Out time and confirm with Owner a week before departure.

** Charge will be imposed only if service is requested due to Guest's oversight or improper use.

Signature: _____ **Name(Print):** _____

Payment Instruction

Rental Payment Due Date: The payment is due in full **60 days** prior to the check-in date. If the reservation is made within 60 days of the check-in date, the payment is due immediately. For monthly rental (staying for 4 weeks or longer), please also contact us for payment schedule. We require 50% payment 120 days before check-in date and remaining 50% 60 days before check-in date.

*Please Note: Payment must be **received** before due date otherwise bookings may NOT be guaranteed. Please allow enough time for your payment to reach us. The regular mail may take 7 to 10 business days from US to Canada. Mailing service with Tracking Number is recommended.*

Guest must be responsible for all processing fees associated with rental payment (4% fee for Credit Card and PayPal, \$25 wire fee for Wire Transfer). Any processing fee incurred by OWNER will be subtracted from the Security Deposit.

PLEASE NOTE, YOU MUST SEND US THE FULL RENTAL AMOUNT. DO NOT DEDUCT DEPOSIT FROM THE PAYMENT. YOUR DEPOSIT WILL BE REFUNDED AFTER CHECK-OUT DATE IF NO DAMAGES ARE FOUND IN THE PROPERTY.

Please **choose one** of the following payment methods:

PayPal or Credit Card Payment:

Step 1 Use the quoted price, **ADD 4% PayPal Service Fee**. PLEASE NOTE, the PayPal fee is mandatory and it was not included in quoted price. The fee will be automatically deducted by PayPal before the payment reach to us.

Step 2 Go to our reservation page by clicking or copying the link below:

<http://www.wyvacationhome.com/reservations.html>

Step 3 Click "Pay Now" button under "Make Full Rental Payment" section to pay via PayPal/Credit Card. (If you are not sure about this, please feel free to email us and we will send you direct link for PayPal or Credit Card payment)

Money Order or Cashier's Check Payment:

Payable To: **QIANG FU**
Mailing Address: **47 SKYWOOD DR.
Richmond Hill, Ontario
Canada, L4E 4L1**

Other Payment Method: _____

Please contact owner wyvacation@gmail.com first.

Signature: _____ Name: _____ (Print)

**PLEASE SIGN AND RETURN THIS AGREEMENT TO US
BY FAX OR EMAIL
WY Vacation Home
Fax: 1-866-454-6582**

WYVacation@gmail.com

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