

This Agreement constitutes a contract between the person or persons known as “Tenant(s)” and Crescent Royale Condominium Association, Inc. (hereinafter variously referred to as the Association, CRCA or Agent), Managing Agent for the Owners of Crescent Royale condominiums (“Owner”).

1. **PREMISES, FURNISHINGS AND UTILITIES** Tenant understands that the premises and its furnishings are privately owned. The tenant shall be entitled to the use of essential kitchen utensils, dishes and linens (towels, sheets, blankets, etc) as agent deems necessary. Care for all furnishings shall be the sole responsibility of the tenant during the rental period. A starting supply of paper products and cleaning items are provided at the beginning of the lease. Electric power and local phone services are provided by owner. Tenant shall prudently use electricity and shall NOT charge long distance calls to Owner’s phone or on demand movie charges from the cable provider. Such charges will result in a \$30 fine plus actual charge deducted from your security deposit.

2. **RESERVATION / PAYMENT** An Advance Reservation Deposit in the amount of 25% of the total rental fee including taxes AND a \$55.00 processing fee (non-refundable) is due within 10 days of signing this agreement and will act as confirmation of the reservation. A 2nd payment in the amount of 50% of the total rental amount is due 90 days before your arrival date. The 25% balance and the departure cleaning fee is due 10 days before your arrival. A credit card authorization form for a security deposit for potential charges is due at arrival. Payment is accepted by personal or bank check, money order, or domestic credit cards. Personal or bank checks and money orders are to be payable to “Crescent Royale Condominium Association, Inc.” and they incur no service fees but are subject to a \$50 NSF fee if it is returned unpaid by the bank. The attached Confirmation Notice and Agreement is made a part of this agreement.

3. **CANCELLATION** If Tenant needs to cancel for any reason after a reservation is confirmed, and the cancellation is received in writing at least 90 days prior to arrival, then a full refund of all monies paid, less the \$55 processing fee and a \$100 cancellation fee will be made if and when the unit is re-rented for the full reservation period at the same rate. There is no refund for cancellations less than 90 days notice prior to arrival. TRAVEL INSURANCE is available for your reservation through TRAVEL GUARD and may be processed by contacting the CRCA office.

4. **RESPONSIBLE ADULT AND PROOF OF AGE** At least one adult tenant leasing this unit shall be at least twenty-five years of age and must occupy the rental unit for the entire rental period. Proof of age including current drivers license, official state ID, or passport will be required at check in. Violation of this policy will result in immediate eviction and forfeiture of all monies paid for the rental.

5. **COMPLIANCE WITH CONDOMINIUM RULES AND REGULATIONS** This agreement and Tenant’s right to occupancy shall be subject to Agent’s approval of Tenant. Tenant agrees to be bound by all terms and conditions of the Declaration of Condominium governing the Unit and by rules heretofore or hereafter adopted by the Association. The full list of rules and regulations can be found at the Association’s website: www.crescentroyale.com. The following rules or restrictions are of exceptional importance: a) NO PETS OR ANIMALS, (other than service animals) OF ANY KIND ARE PERMITTED IN THE UNIT OR ON THE PROPERTY; b) NO SMOKING IN THE UNIT, LANAI, ELEVATOR, or any area with overhead cover. There are designated smoking areas on the property. Violation of these exceptional rules can result in a \$500 charge to your security deposit and immediate eviction.

6. INDEMNIFICATION Tenant shall indemnify and hold harmless the Owner and the Association against any expense, loss or liability whether claimed or paid, suffered or incurred as a result of Tenant's use or occupancy of the Unit or the condominium property, or the carelessness, negligence or improper conduct of Tenant, his visitors, or invitees. Tenant agrees to reimburse the Owner for any damages, fees, fines, or penalties which may be imposed upon Owner by any court or by the Crescent Royale Condominium Association by reason of any wrongful acts or negligence of the Tenant, his visitors, or invitees. This agreement is entered into in Sarasota County, Florida and shall be governed by Florida law and venue shall only be in Sarasota County, Florida. In the event of legal action arising under or out of this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney fees, including any costs and fees of any appeal.

7. USE OF PREMISES The leased premises shall be used and shall be occupied only by Tenant for temporary living quarters and for no other purpose, and only for the named Tenants and other occupants named in this Agreement and at the time of check-in. Tenant shall not sublet the Unit nor assign this Agreement. Should the unit become unavailable, the Agent reserves the right to provide Tenant with substitute comparable accommodations for the dates of occupancy. The Association and its authorized employees or repairmen may enter the unit, with or without the permission of the Tenant during regular business hours for any purpose connected with the repair, improvement, care, and management of the premises. In case of EMERGENCY, the persons listed above may enter the unit at any time without permission of the Tenant. If the unit is for sale, the agent may with 24 hours notice to the tenant(s), enter the unit for the purpose of showing it to prospective Buyers. Tenant shall not alter or improve the Unit.

8. TERMINATION If Tenant, or his family, visitors or invitees violate any of the conditions or restrictions of the Agreement or violate any restriction contained in the Association documents or Rules, Tenant will be deemed to have breached this Agreement and the Association may terminate this Agreement without opportunity to cure the breach. Upon notice of such termination, Tenant shall vacate the premises immediately and shall forfeit all rental monies held by or paid to Crescent Royale. Tenant agrees that the waiver or breach of any term, covenant, or condition of this Agreement shall not be taken or construed to be a waiver of any other term or succeeding breach of this Agreement.

9. DISCLOSURES a) Agent makes the following disclosure concerning the quiet enjoyment rights of tenants. From May 1st to November 30th, Owners are allowed to do upgrades or remodeling to their units. It is understood that this work may create noise which affects the tenants' rights of quiet enjoyment of the units in all buildings. Agent and the Association will do their utmost to minimize any inconvenience to Tenants. b) 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 the county health unit. No excessive radon gas has been noted or detected on the Association property.

10. KEY OR FOB REPLACEMENT If Tenant loses the unit door key or gate fob, there will be a \$25 FEE for each item lost. If Tenant is locked out of a unit after office hours, there will be a \$25 fee to open the unit.

11. USE OF POOL Tenant is solely responsible for the safety of Tenant, his family, visitors or invitees using the swimming facilities or other recreational facilities and specifically waives

any and all claims, express or implied, against the Association. There are NO LIFEGUARDS OR POOL ATTENDANTS.

12. CHECK-IN / CHECK-OUT TIMES Check-In time is 3:00 PM to 5:00 PM Monday through Saturday. Check Out is promptly at 10:00 AM; a \$75 late fee will be assessed if the unit is not vacated by 10:00 AM. If you plan to arrive after 5 PM or on a Sunday, please contact the office for after-hours check in procedures. Failure to make special arrangements could result in significant delays to access your unit. Privileges for access to and the use of property amenities (pool, rec room, parking) begin at 3:00 PM on the day of arrival and terminate at 10:00 AM the day of check out. Pool and rec room facilities are open daily from 7:00 AM to 10:00 PM. 13. NUMBER OF OCCUPANTS Rates are calculated based on the number of occupants listed on the Confirmation Notice and Agreement. The number of guests cannot exceed the maximum occupancy listed for the unit. To the extent actual guests arriving to use the unit exceed the defined capacity, an additional charge of \$25 per person, per day, will be added to the rental amount. 14. UNIT OCCUPANTS Below is the list of occupants that will be in the unit, along with their age. (PLEASE PRINT)

NAME_____	AGE_____
NAME_____	AGE_____
NAME_____	AGE_____
NAME_____	AGE_____

I (WE) FULLY UNDERSTAND AND AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS AND THE RULES AND REGULATIONS OF THE CRESCENT ROYALE CONDOMINIUM ASSOCIATION, INC.

Tenant
Name_____ Signature_____ Date_____

Tenant
Name_____ Signature_____ Date_____

Cell Phone contacts _____, _____

UNIT #: 504