



Luxury Vacation Rentals & Private Sales

Peter Rysman, Lic. Real Estate Broker
Sharon E. Santry, Lic. Sales Associate
Christopher B. Santry, Lic. Sales Associate
Michael Rocks, Lic. Sales Associate

1121B Duval Street, Key West, FL 33040
Phone: 305-360-0090 Fax: 866-913-9302
Email: rentals@lastkeyrealty.com

George Pinel
8020 Colfax Street
Philadelphia PA 19136
Phone(s) 215-932-3071



Last Key
REALTY

CONFIRMED RESERVATION

Date: Thursday, February 3, 2011
Reservation: #2802

Persons: 8

Charges:

Date	Amount	Description
03/26/11	\$6,000	1419 VON PHISTER
03/26/11	\$360	Sales Tax @ 6% for 1419 VON PHISTER
03/26/11	\$90	Cty Surcharge @ 1.5% for 1419 VON PHISTER
03/26/11	\$300	Tourism Tax @ 5% for 1419 VON PHISTER
03/26/11	\$300	Guest Services
03/26/11	\$400	Cleaning

Balance Due: \$7,450 DUE ON CONTRACT

RENTAL AGREEMENT

This contract, made February 3, 2011 by and between Last Key Realty, Inc., hereafter referred to as "the Manager", and George Pinel (hereinafter designated as "Guest"):

PREMISES: THE MANAGER RESERVES for the Guest, for the term defined below, the home located at 1419 Von Phister Street, Key West, FL 33040. MANAGER does not own this home and is renting it to Guest on behalf of the owner.

TERM: The Guest has leased the premises beginning March 2, 2011 and ending April 2, 2011.

ADVANCE RENTAL DEPOSIT: In order to hold and confirm this reservation, THE MANAGER requires payment of 50% of the total rent and tax. The balance of rent and tax is due 60 days prior to arrival. If reservation is made 60 days or less prior to arrival date entire rent and tax due now.

SECURITY DEPOSIT: A \$500.00 security deposit is held specifically to cover any damage occurring to the Premises or common areas to the Premises during the term of this Agreement. After our cleaners inspect the property for damage, any damage will be charged against the security deposit within 15 days of the Guests vacating the premises. In the event the charges exceed the security deposit, Guest shall pay the balance due within ten (10) days of invoice and if not paid, THE OWNER shall be entitled to collect attorney's fees and the cost of collection. CREDIT CARD ON FILE.

TAXES: Guest acknowledges that THE MANAGER will collect 7.5% Florida State Sales Tax and 5% Monroe County Tourist Development Council Tax, based on the gross rent for the term of the Agreement, and will pay such taxes to the appropriate tax collectors when due.

CANCELLATION POLICY: Guest may cancel this Agreement without obligation and is entitled to a full refund of any deposits made, less a \$150.00 cancellation fee and any credit card charges incurred (typically 3% of any monies charged and/or credited), if THE MANAGER receives written cancellation at

Chris Santry / 305.304.1933 / chris@lastkeyrealty.com
Last Key Realty, Inc. / Florida Lic. Real Estate Brokerage
Home Sale & Purchase / Vacation Home Rentals
LastKeyRealty.com

least 60 days prior to Guest's scheduled Check-In date for a stay of less than a month, and 90 days prior for a month-long stay or longer. If cancellation is NOT received prior to those periods, all monies received will be agreed upon as liquidated damages unless we are able to lease Premises for exact same term and monies. If the rental premises become unavailable for reasons beyond the MANAGER'S control, all amounts paid by Guest shall be refunded in full and Guest waives any other claims against MANAGER resulting from the cancellation other than the return of amounts paid by Guest.

HURRICANE OR STORM POLICY: If The National Weather Service has ordered mandatory tourist evacuations for the City of Key West and/or "Mandatory Evacuation" order has been given for the Tropical Storm/Hurricane Warning area of residence, guest will be entitled to a refund for:

1. Any unused portion of rent, pro-rated from the date of "Mandatory Evacuation".
2. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Mandatory Evacuation" period.

RETURNED CHECKS: guest shall be responsible for a \$35.00 fee for checks returned by the bank for non-payment.

GUEST RESPONSIBILITIES:

1. Guest shall take care of the Premises, its appliances and furnishings and maintain the unit in a neat and sanitary condition. Guest will leave unit in the same condition as at check-in, including furniture placement. Guest shall be responsible for negligent or wrongful act of their Guest. **NO SMOKING IS PERMITTED WITHIN THE PREMISES.**
2. Guest shall not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others or in any manner, which would constitute breach of the peace. Guest shall comply with all laws, rules and regulations applicable to the Premises, including those of applicable condominium or homeowner associations. Non-compliance with this provision will result in eviction and forfeiture of all monies paid to date.
3. No occupants under the age of 24 are allowed unless accompanied by a parent or other legal guardian. Guest shall be required to show proof of age at check-in. Non-compliance with this provision will result in denial of occupancy and forfeiture of all monies paid to date.
4. Guest shall not sublet Premises or allow anyone to share Premises without THE OWNER's prior written consent. At no time shall there be more than 8 persons in occupancy, including the signor of this lease. Any additional guest remaining in the premises more than seven (7) consecutive or non-consecutive days will result in an additional charge of \$500 per person.
5. THE OWNER allows pets in the premises with prior consent.
6. **GUEST SHALL RETURN ALL ISSUED KEYS TO THE OWNER UPON DEPARTURE.** Guest will lock unit and place all keys in a place designated in advance by THE MANAGER.
7. Violation of any of the rules and regulations of the Premises will result in immediate removal and forfeiture of all monies paid to date.

THE OWNER'S RESPONSIBILITIES:

1. THE OWNER agrees to provide the Premises in a clean condition.
2. THE OWNER agrees to provide maintenance and repairs as required
3. THE OWNER agrees to allow for the full use and enjoyment of the Premises by Guest during the term of this agreement provided the Guest abides by all terms of this Agreement.
4. THE OWNER of the unit will NOT be responsible for loss, theft or injuries sustained by the Guest.

ATTORNEY'S FEES AND COSTS: In the event that any action is required by THE MANAGER or OWNER to enforce this Agreement, THE OWNER & MANAGER shall be entitled to recover its damages and expenses including reasonable attorney's fees.

WAIVER AND RELEASE FROM LIABILITY FOR OWNER OF VACATION RENTAL HOME: The undersigned guest(s) hereby indemnify, hold harmless and forever discharge the owners of the home described herein, their agents, staff, employees, successors and assigns from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, including any claims of owner or employee negligence, whether known or unknown, in law or equity, that guests ever may have, arising from or in any way related to their stay on the premises.

All guests understand that their presence on this property may expose them to dangerous conditions including but not limited to hazards whether man-made or natural such as bricks and sharp rocks and animals, both wild and domestic, including snakes, iguanas, insects, spiders, bees, wasps, cats and dogs. On behalf of all guests, their heirs, assigns and next of kin, the undersigned waives all claims for damages, injuries and death sustained to themselves or their property that they may have against the

aforementioned released party due to such conditions.

By this Waiver, the undersigned and accompanying guests assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the home at 1419 Von Phister Street, Key West, FL 33040 including but not limited to man-made hazards associated with the property such as slippery shower basins, staircases, balconies, porches, swimming pool and natural hazards such as holes, ditches, culverts, falling or fallen trees and branches, falling or fallen coconuts, plants and bushes with sharp thorns, fence pickets, uneven bricks or other irregularities of the property for any use including: walking, jogging, dining, swimming, sun bathing or any other use on and off the premises, whether or NOT attributable to personal neglect or fault, including use of all bicycles, scooters, electric carts and cars or motorized vehicles whether deemed safe or otherwise. The undersigned further understands the owners of the home described herein, their agents, staff, employees, successors and assigns make no claims or representations about the fitness for use of the property and make no warranties, either expressed or implied, as to the safety of the premises, and that the undersigned and guests are using said property at their own risk. Further, it is specifically stated that the property has not been child proofed and that children must be supervised at all times to prevent injury and harm. This CONTRACT, WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the rental of the premises. Notwithstanding the terms of the above waiver, owner and agent, each individually and not on behalf of the other, agree to be liable for any damages caused by their gross and/or intentional negligence. I have read, understand and fully agree to the terms of this CONTRACT, WAIVER AND RELEASE. I understand and confirm that by signing this CONTRACT, WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional CONTRACT, WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver. This Agreement and its terms and provisions will include any minors who accompany me or who are under my care. I further agree that I shall assume responsibility for watching and caring for the minor's safety and guarding against all hazards, whether explicitly mentioned in this WAIVER AND RELEASE or otherwise inferred.

Guest Signature

Amex Visa/MC Discover

CC # [REDACTED] Sec. code [REDACTED] Exp: [REDACTED]



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Gary Nagel
 192 Thatcher's Hill Road
 Flemington NJ 08822
 Phone(s) H 908-806-4351 C 908-884-8881

RESERVATION CONFIRMATION

Date: Tuesday, October 5, 2010
 Reservation: #2420
 Persons: 9

Charges:		
Date	Amount	Description
04/03/11	\$6,800	1419 VON PHISTER
04/03/11	\$408	Sales Tax @ 6% for 1419 VON PHISTER
04/03/11	\$102	Cty Surcharge @ 1.5% for 1419 VON PHISTER
04/03/11	\$340	Tourism Tax @ 5% for 1419 VON PHISTER
04/03/11	\$700	Guest Services
04/03/11	\$375	Cleaning
04/03/11	\$100	ADDITIONAL BEDS (2 @ \$50 each)

Payments:		
Date	Amount	For By
10/14/10	\$3,825	Payment VISA*8409 AUTH 03048B 1133
02/08/11	\$500	Security Deposit Check #1067
02/08/11	\$5,000	Payment Check #1067

Security Deposit: Amount Paid By/On
 \$500 Paid on Tue, Feb 8, 2011

Total Charges: \$9,325
 Total Paid: \$9,325
 Balance Due: \$0

RENTAL AGREEMENT

This contract, made October 5, 2010 by and between Last Key Realty, Inc., hereafter referred to as "the Manager", and Gary Nagel (hereinafter designated as "Guest"):

PREMISES: THE MANAGER RESERVES for the Guest, for the term defined below, the home located at 1419 Von Phister Street, Key West, FL 33040. MANAGER does not own this home and is renting it to Guest on behalf of the owner.

TERM: The Guest has leased the premises beginning April 1, 2011 and ending April 30, 2011.

ADVANCE RENTAL DEPOSIT: In order to hold and confirm this reservation, THE MANAGER requires payment of 50% of the total rent and tax. The balance of rent and tax is due 60 days prior to arrival. If reservation is made 60 days or less prior to arrival date entire rent and tax due now.

SECURITY DEPOSIT: A \$500.00 security deposit is held specifically to cover any damage occurring to the Premises or common areas to the Premises during the term of this Agreement. After our cleaners inspect the property for damage, any damage will be charged against the security deposit within 15 days of the Guests vacating the premises. In the event the charges exceed the security deposit, Guest shall pay the balance due within ten (10) days of invoice and if not paid, THE OWNER shall be entitled to collect attorney's fees and the cost of collection.

TAXES: Guest acknowledges that THE MANAGER will collect 7.5% Florida State Sales Tax and 5% Monroe County Tourist Development Council Tax, based on the gross rent for the term of the Agreement, and will pay such taxes to the appropriate tax collectors when due.

CANCELLATION POLICY: Guest may cancel this Agreement without obligation and is entitled to a full refund of any deposits made, less a \$150.00 cancellation fee and any credit card charges incurred (typically 3% of any monies charged and/or credited), if THE MANAGER receives written cancellation at least 60 days prior to Guest's scheduled Check-In date for a stay of less than a month, and 90 days prior for a month-long stay or longer. If cancellation is NOT received prior to those periods, all monies received will be agreed upon as liquidated damages unless we are able to lease Premises for exact same term and monies. If the rental premises become unavailable for reasons beyond the MANAGER'S control, all amounts paid by Guest shall be refunded in full and Guest waives any other claims against MANAGER resulting from the cancellation other than the return of amounts paid by Guest.

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2. Guest shall not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others or in any manner, which would constitute breach of the peace. Guest shall comply with all laws, rules and regulations applicable to the Premises, including those of applicable condominium or homeowner associations. Non-compliance with this provision will result in eviction and forfeiture of all monies paid to date.
3. No occupants under the age of 24 are allowed unless accompanied by a parent or other legal guardian. Guest shall be required to show proof of age at check-in. Non-compliance with this provision will result in denial of occupancy and forfeiture of all monies paid to date.
4. Guest shall not sublet Premises or allow anyone to share Premises without THE OWNER's prior written consent. At no time shall there be more than 9 persons in occupancy, including the signor of this lease. Any additional guest remaining in the premises more than seven (7) consecutive or non-consecutive days will result in an additional charge of \$500 per person.
5. THE OWNER allows pets in the premises with prior consent.
6. **GUEST SHALL RETURN ALL ISSUED KEYS TO THE OWNER UPON DEPARTURE.** Guest will lock unit and place all keys in a place designated in advance by THE MANAGER.
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