

IN THE CITY OF KEY WEST, BEFORE THE CITY COMMISSION SITTING AS
THE BOARD OF ADJUSTMENT FOR THE CITY OF KEY WEST, FLORIDA

GARY THE CARPENTER
CONSTRUCTION, INC. a Florida
Corporation,

Appellant,

v.

CITY OF KEY WEST

Appellee,

RECEIVED
CITY CLERK'S OFFICE
2019 DEC -5 PM 3:28
CITY OF KEY WEST
KEY WEST, FLORIDA

NOTICE OF APPEAL OF DENIAL OF LAWFUL UNIT DETERMINATION

NOTICE IS HEREBY GIVEN, that GARY THE CARPENTER CONSTRUCTION, INC., a Florida corporation ("Appellant"), hereby appeals to the Board of Adjustment of the City of Key West, Florida, the administrative decision of the Planning Director Roy Bishop ("Planning Director") of the City of Key West, Florida, denying the lawful unit determination application with respect to the property commonly known as 1009 Simonton Street, #7, Key West, Florida¹, (the "Subject Property") which was executed on November 25, 2019, a copy of which is attached hereto and made a part of this Appeal a copy of the City's determination is attached hereto, made a part hereof and marked as Exhibit "A".

Appellant has standing to bring this Appeal pursuant to Section 90-430, Key West, Florida, Municipal Code (2016), because Appellants are affected by the decision rendered by a City of Key West, Chief Official.

BACKGROUND

1. Appellant is the owner of the subject property located at 1009 Simonton Street, #7, Key

¹ The Subject Property has RE: Number 00027080-000307 and Alternate Key # 9042243

West, Florida, by virtue of a Warranty Deed executed on September 21, 2004 and recorded on October 14, 2004 in Book 2050, Page 650, of the Official Records Book of the Monroe County, Florida. A copy of this Quit Claim Deed is attached hereto made a part hereof and marked as Exhibit "B"

2. The subject property consists of two story, three-bedroom, 2 and bath condominium approximately consisting of 615 finished square feet that was constructed in 2003. A copy of a sketch of the Subject Property is attached hereto, made a part hereof and marked as Exhibit "C".
3. Appellant has been renting the subject property as a transient unit since approximately March 2010.
4. On or about November 15, 2018, Appellant filed with the City a Corrective Lawful Unit Determination Application with the City of Key West seeking a determination that their existing transient unit was exempt for the City's Building Permit Allocation System (BPAS) pursuant to section 108-991, Key West, Fla. Municipal Code (2016). As stated in the cover letter with the application, the subject Unit was the subject of a 2015 LUD Application, however it failed to accurately document the actual Residential Structure Type in existence on or about April 1, 2010.
5. On or about November 25, 2019, over one (1) year after the submittal of the application, the Planning Director, reviewed Appellants application in accordance with the criteria found in Key West Code of Ordinances section 108-991. Specially, 108-991(3) finding that none of the categories of pertinent historic records support a granting of the LUD application. It should be noted that when Appellant submitted its application, Sec. 108-991 provided that "*Transient Units which meet the criteria in this subsection will be*

licensed by the City". This provision was removed by Ord. 19-10, nearly six (6) months after the date this application was submitted.

6. Section 108-991, Key West, Fla., Municipal Code (2016) only requires that two of the delineated categories are required under the ordinance to grant LUD recognition. Despite ample evidence submitted with the application, the Planning Director made a determination that the Applicant was not entitled to the requested LUD recognition and determined that the Applicant only established the existence of one non-transient unit.
7. Following the Planning Director's denial this appeal ensued.

ARGUMENT

THE CITY PASSED THE LUD ORDINANCE TO ADDRESS THE CURRENT ISSUES AT HAND. THE CITY IS REQUIRED TO FOLLOW ITS OWN RULES AND REGULATIONS.

Section 108-991, Key West, Fla., Municipal Code (2016), states:

Development consistent with the following shall not be affected by the terms of this article, but such development shall comply with all applicable sections of the city's land development regulations:

(3) Units determined to have been in existence at the time the April 1, 2010, census was prepared are presumed not to be affected by BPAS. The city planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- a. Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- b. Building permits issued prior to April 1, 2010;
- c. Copies of city directory entries on or about April 1, 2010;
- d. Applications received after May 2, 2017 must demonstrate that the unit sought to be established hereunder is or has been legally permissible under the current or any former zoning requirements of the applicable district in which the unit is located.

- e. Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- f. Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- g. Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010;
- h. Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010, (Green Card); and
- i. Similar documentation as listed above.

Section 108-991(3) states that if at least two of the nine criteria listed in subsection (3) are met and a site visit is performed that it will be determined that the unit was existence on or about April 1, 2010 and is, therefore not affected by the City of Key West's Building Permit Allocation System, ("BPAS"). There is no question that the condominium existed on the subject land prior to April 1, 2010, thereby meeting one of the required elements. To meet the requirements of Section 108-991(3), the Appellant submitted seven (7) documents demonstrating the existence of the transient use on or before April 1, 2010.

The Appellant submitted the following records which substantiated the record under section 108-991(3)(e):

- a. Short Term Rental Lease dated March 28, 2010;
- b. Short Term Rental Lease dated April 8, 2010;
- c. Short Term Rental Lease dated April 12, 2010;
- d. Letter from City of Key West dated October 31, 2017;
- e. Email from Shawn D. Smith dated October 11, 2017 in which he concludes that the

Applicant has established the “existence of this unit in accordance with City Code section 108-991 as exempt from the BPAS requirements.”

- f. Letter dated August 29, 2017 from Gary Burchfield to the City of Key West requesting an update on the status of his 2017 Application.
- g. Prior Application for Lawful Unit Determination;
- h. Monroe County Property Record Card;
- i. Affidavit of Attorney Dirk M. Smits, stating that the subject unit was used by lawyers in his firm.

Additionally, the subject property is currently zoned HNC-1, where transient use is conditionally permitted; however, under the property’s former zoning, HP-2, transient units were permitted as a right. Copies of the above stated evidence are attached hereto, made a part hereof and marked as composite Exhibit “D”.

A plain reading of Section 108-991(3) requires the City to make a determination of a lawful unit if two of the criteria have been met. However, the Planning Director has determined that the applicant only established one non-transient unit exists on the property. Presumably, as it has been argued in the past, the Planning Director is taking the position that the applicant is applying for a “transient use” and not a transient unit and or “development” as contemplated by the Code and or the subject ordinance. Development is defined in Section 86-8 – Definitions of Terms, the Code of Ordinances of the City of Key West as:

“Development means the carrying out of any building activity or excavation, including the making of any *material change in the use* or appearance of any structure or land, or the dividing of land into two or more parcels.” Sec. 86-8, Code of Ordinances. [Emphasis added by undersigned]

Based upon the prior application, the subject unit went from commercial, to residential and transient. As such, there is documented support that the property qualifies under Section 108-

991(3). Therefore, under Section 108-991(3), Appellant is entitled to a determination that the Subject Property has one (1) lawfully established transient unit.

It should be noted that all exhibits, except for the Denial of the Lawful Use Determination were apart of the Lawful Use Determination Application.

CONCLUSION

The record reflects that the Appellant has met the threshold burden of proving the existence that a unit existed on or before April 1, 2010. Additionally, the Appellant provided the City of Key West, ample evidence to establish that it met the criteria in Section 108-991(3) proving that the unit not only existed but was used as a transient unit since 2009. As such, Appellant respectfully request the Board of Adjustment to enter a decision:

1. Granting the Appeal by GARY THE CARPENTER CONSTRUCTION, INC. a Florida corporation;
2. Denying or Striking the decision of the Planning Director of the City of Key West, Florida denying the lawful unit determination filed by Appellant; and
3. For any further relief this Board of Adjustment deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 5, 2019, a true and correct copy of the foregoing appeal was personally served on Cheri Smith, Clerk of the City of Key West, 1300 White Street, Key West, Florida 33040.

Highsmith & Van Loon, P.A.
Attorneys for Appellant
3158 Northside Drive
Key West, Florida 33040
Telephone (305) 296-8851
E-mail: david@hvl-law.com
Secondary E-mail: service@hvl-law.com

By: 
David Van Loon
Florida Bar #0655074

EXHIBIT "A"



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-5700

November 20, 2019

Trepanier & Associates, Inc.
Owen Trepanier
1421 First Street
Key West FL 33040

RE: LUD Application – 1009 Simonton Street, Bldg. C-2, Unit 7 (Suite 3), Key West, FL 33040

Dear Mr. Trepanier,

We have reviewed your application for one transient unit for the real property located at 1009 Simonton Street, Bldg. C-2, Unit 7 (Suite 3), Key West, FL 33040, where the City recognizes one non-transient unit. Your application was reviewed in accordance with the criteria found in Key West Code of Ordinances section 108-991. Specifically, 108-991 (3) provides in part that:

Units determined to have been in existence at the time the April 1, 2010, census was prepared are presumed not to be affected by BPAS. The city planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- a. Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- b. Building permits issued prior to April 1, 2010;
- c. Copies of city directory entries on or about April 1, 2010;
- d. Applications received after May 2, 2017 must demonstrate that the unit sought to be established hereunder is or has been legally permissible under the current or any former zoning requirements of the applicable district in which the unit is located.

Transient units which meet the criteria in this subsection will be licensed by the city.

- e. Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- f. Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- g. Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010;
- h. Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010, (Green Card); and
- i. Similar documentation as listed above.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 869-3700

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. Provision of documents is the responsibility of the applicant. The city planner's decision shall be rendered to the department of economic opportunity for a determination of consistency with the principals for guiding development.

After review of your application considering these criteria, coupled with a site visit on October 6, 2017, it is my determination that you have established that one non-transient unit exists on the property. The unit is not a new determination as it has been recognized by the city since October 31, 2017.

Sincerely,

A handwritten signature in cursive script that reads "Roy Bishop".

Roy Bishop
Planning Director

Dated: _____

11/25/19

EXHIBIT "B"

Prepared by:

John M. Spottswood, Jr.
SPOTTSWOOD, SPOTTSWOOD & SPOTTSWOOD
500 Fleming Street
Key West, FL 33040

Doc# 1473649
Bkn 2050 Pgn 650

Parcel ID Number:

CORRECTIVE

Warranty Deed

This Indenture, Made this 21st day of September, 2004 A.D., Between
GRAY WOLF LLC, a Florida limited liability company

of the County of Monroe, State of Florida, grantor, and
GARY THE CARPENTER CONSTRUCTION, INC., a corporation existing under the
laws of the State of Florida

whose address is: #12 Evergreen Lane, Key West, FL 33040

of the County of Monroe, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe State of Florida to wit:

Unit 7, Building C-2 of ECHO GARDENS, a condominium, according to the
Declaration of Condominium and all exhibits attached thereto, recorded
on August 13, 2003, in O.R. Book 1920, Page 195 et. seq., of the
Public Records of Monroe County, Florida, together with an undivided
interest in the common elements as set forth in the Declaration.

This corrective deed is being recorded to correct a scrivener's error
in the legal description as shown in that Warranty Deed recorded in
Official Records Book 2007, Page 1394, Monroe County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

GRAY WOLF LLC, a Florida limited
liability company

Printed Name: SARAH L. VEGA
Witness

By: Gary Burchfield (Seal)
P.O. Address: 310 Amelia Street
Key West, FL 33040

Printed Name: AMY N. PIERCE
Witness

By: Barbara Marcus (Seal)
P.O. Address: 720 Washington Street
Key West, FL 33040

Printed Name:
Witness

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 21st day of September, 2004 by
GARY BURCHFIELD of GRAY WOLF LLC, a Florida limited liability company

who are personally known to me or who have produced their Florida driver's license identification.

Notary Public
My Commission Expires:

Warranty Deed - Page 2

Parcel ID Number:

Doc# 1473649
Bk# 2050 Pg# 651

STATE OF *Florida*
COUNTY OF *Monroe*

The foregoing instrument was acknowledged before me this *7th* day of *October*, 2004 by
BARBARA MARCUS OF GRAY WOLF LLC, a Florida limited liability company

who is personally known to me or who has produced *FLDL*

as identification.



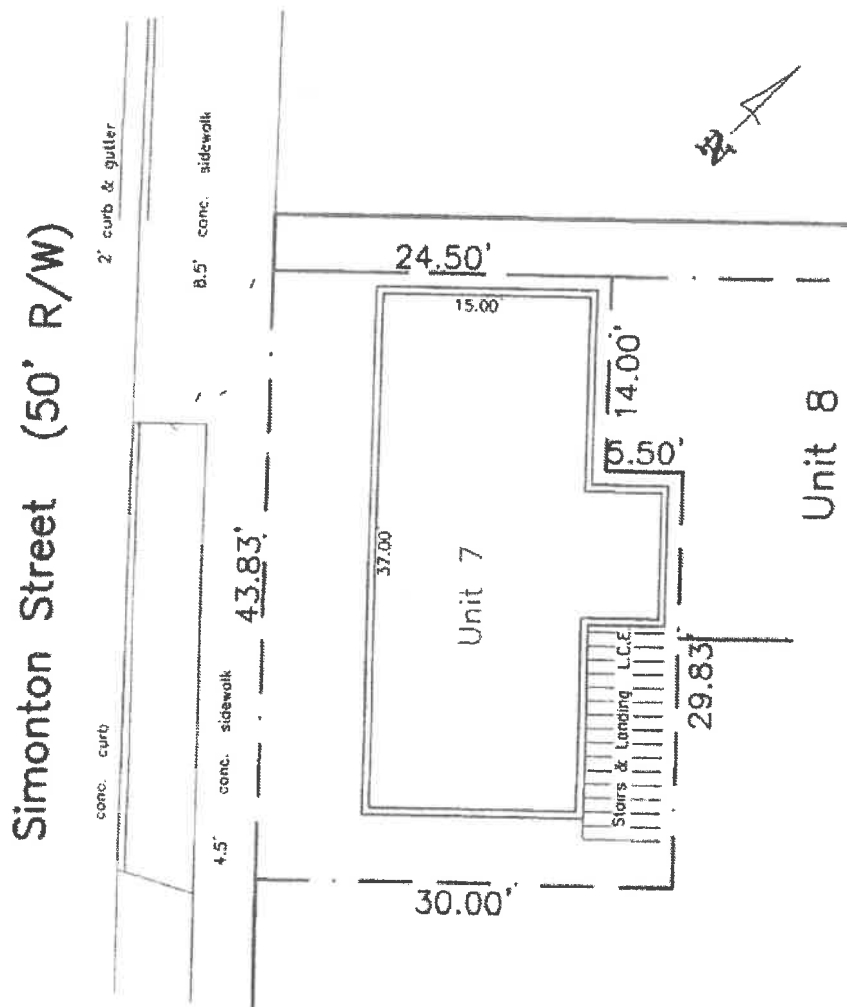
MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT "C"

ECHO GARDENS CONDOMINIUM

BUILDING C-2
2nd. Floor

FILE # 1389662
BK# 1920 PG# 262



All Dimensions are 6"±

Sheet 12 of 22

Echo Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 02-588	
Scale: 1"=10'	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 9/17/02		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
5/6/03: Unit no's.			

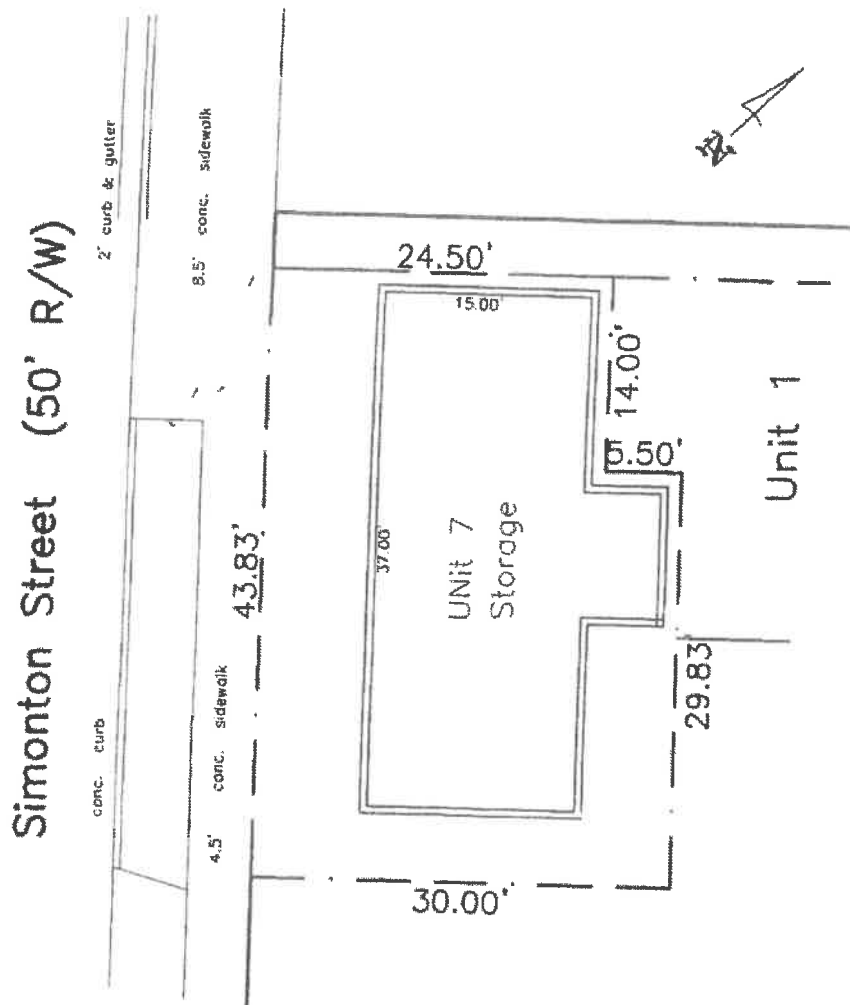
FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax (305) 293-0237

ECHO GARDENS CONDOMINIUM

BUILDING C-2
3rd.. Floor

FILE #1389662
BK#1920 PG#263



All Dimensions are 6"±

Sheet 13 of 22

ECHO GARDENS CONDOMINIUM 804 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 02-588	
Scale: 1"=10'	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 9/17/02		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
5/6/03: Unit no's.			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

EXHIBIT "D"

November 15, 2018

Mr. Patrick Wright, Planning Director
City of Key West
1300 White Street
Key West, FL 33040

TREPANIER



RE: Corrective Lawful Unit Determination Application & ASSOCIATES INC
1009 Simonton Street, Bldg. C-2, Unit #7,
("Suite 3") (RE# 00027080-000307)
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Dear Mr. Wright:

Attached is an application for a corrected Lawful Unit Determination (LUD). This condominium unit was the subject of a LUD application filed on March 31, 2015¹. The applicant, at the time, failed to accurately document the actual Residential Structure Type in existence on or about April 1, 2010. As a result, the current recognition of the property, as development not affected pursuant to BPAS, the Hurricane Evacuation Clearance Time and the TIME model is inconsistent with Policy 1-1.16.3, Sec. 108-987, Sec. 108-991, and Sec. 108-994.

This corrective application seeks to clarify the residential unit type associated with the above condominium according to the April 1, 2010 census and pursuant to Sec. 108-991.

Sec. 108-991 identifies development not affected by the Building Permit Allocation System ("BPAS"). BPAS identifies development in terms of "Residential Structure Type" and the structure type's associated impact on hurricane evacuation through the structure type's equivalent single-family unit factor. Key West's required 24-hour evacuation time is based on the "TIME" model which relies on the ratio of the average number of vehicles per unit based on the 2010 U.S. Census for the respective residential structure types divided by the vehicles per single-family units.

Therefore, the residential structure type has been, and continues to be, a critical determination under Sec. 108-991 to maintain consistency with:

Policy 1-1.16.3: Permit Allocation System Ratios by Structure Type.

The permit allocation system shall be sensitive to differing trip generating characteristics of permanent and transient residential units as well as single-family units, accessory apartment units and multi-family residential units.

¹ Application and Determination attached (Attachment A)

Sec. 108-987. - Purpose and intent.

- (1) Reduce or maintain hurricane evacuation clearance times measured by the Transportation Interface for Modeling Evacuations (TIME) Model for the Florida Keys.
- (5) Limit units allocated from the BPAS by using those units which are identified and derive from the following sources: City of Key West Comprehensive Plan Policy 1.1.1.1; units recovered by the city which were previously allocated and unused and subsequently returned to the city; units recaptured by the city which are derived from decreases in existing residential density and changes in residential uses and subsequently returned to the city through the waiver and release of building permit allocation process and any pre-existing reserve units. [emphasis added]

Sec. 108-994. - Established.

The city establishes a building permit allocation system in order to limit the number of permits issued for permanent and transient units by structure type and affordability level (as shown on Table 1.0 below) to those available through the following means:

- (3) Units as recovered by the city which were either previously allocated and unused or which derive from units which are determined not be affected by this article per section 108-991.

Residential Unit Type Background:

The condominium subject to this corrective application Unit #7, in Bldg. C-2, at 1009 Simonton Street referred to, on-site, as "Suite 3", is a mixed-use unit with commercial floor area on the first floor and a residential structure type of transient on the second and third floors.

By the evidence provided herewith, the residential structure type of Unit #7, in Bldg. C-2, at 1009 Simonton Street, referred to, on-site, as "Suite 3" was Transient Unit with a corresponding ESFU factor of 0.86, on or about April 1, 2010.

Units Currently Recognized by the City of Key West:

Entity	Recognition
Utilities Department	1 residential unit
	1 commercial unit
Licensing	1 non-transient rental

Units in Existence on or about April 1, 2010:

Description	Residential Unit Type	BPAS-Exempt ESFU
1 bedroom, 1 bath, kitchen & living area	Transient Unit	0.86

Evidence:

Date	Evidence	Compliance	Exhibit
April 1-7, 2010	Transient Lease	Sec. 108-991(3)e	A
April 08-15, 2010	Transient Lease	Sec. 108-991(3)e	B
April 16-23, 2010	Transient Lease	Sec. 108-991(3)e	C

Legal Permissibility:

The property's current zoning is HNC-1 where transient use is conditionally permitted; however, under the property's former zoning, HP-2, transient units were permitted as of right.

Conclusion:

Based on the above, we respectfully request the City of Key West recognize one BPAS-exempt unit of a transient residential unit type, with 0.86 ESFU at 1009 Simonton Street, Bldg. C-2, Unit #7, ("Suite 3").

Thank you and best regards,



Owen Trepanier



Application For Lawful Unit Determination

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040-4602 • 305-809-3764 • www.cityofkeywest-fl.gov

Application Fee: \$1,000.00

Ordinance 17-02, Effective May 3, 2017

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

PROPERTY DESCRIPTION:

Site Address: 1009 Simonton Street #7

Real Estate (RE) #: 00027080-000307

Alternate Key: 9042243

Zoning District: HNC-1

Total Land Area (sq ft): 615

Property located within the Historic District?

☒ Yes

☐ No

APPLICANT:

☐ Owner

☒ Authorized Representative

Name: Trepanier & Associates, Inc.

Mailing Address: 1421 1st Street #7

City: Key West

State: FL

Zip: 33040

Home/Mobile Phone: NA

Office: 305-293-8983

Fax: 305-293-8748

Email: lori@owentrepanier.com

PROPERTY OWNER: (if different than above)

Name: Gary The Carpenter Construction, Inc.

Mailing Address: 800 Simonton St.

City: Key West

State: FL

Zip: 33040

Home/Mobile Phone: NA

Office: c/o 305-293-8983

Fax: c/o 305-293-8748

Email: c/o lori@owentrepanier.com

Is this request based on a code case?

☐ Yes

☒ No

Case Number: _____

UNIT TYPE	NUMBER OF UNITS	
	EXISTING	LICENSED ¹ / RECOGNIZED
Market-Rate Residential Dwelling Units	0	1
Affordable Residential Dwelling Units ²	0	0
Transient Units	1	0
Commercial Units	1	1

¹ Please provide City Licensing Records from the Building Department

² All units allocated as affordable are subject to Section 122-1467(c), (d), (e), and (f) of the Workforce Housing Ordinance. Applicant Eligibility Requirements are subject to Section 122-1469 (2) through (15) of the Workforce Housing Ordinance. Affordable housing projects enabled by federal tax credit housing are not subject to 122-1467(c).

Sec 108-991(4) - Units determined to have been in existence at the time the April 1, 2010 census was prepared are presumed not to be affected by BPAS. The City Planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- ☐ Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- ☐ Building permits issued prior to April 1, 2010;
- ☐ Copies of city directory entries on or about April 1, 2010;
- ☐ Applications received after May 2, 2017 must demonstrate that the unit sought to be established hereunder is or has been legally permissible under the current or any former zoning requirements of the applicable district in which the unit is located.
- ☐ Site visits which indicate that the age of the structure and associated improvements likely pre-date 2010;
- ☐ Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- ☐ Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- ☐ Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010;
- ☐ Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010 (Green Card); and
- ☐ Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. **Provision of documents is the responsibility of the applicant.** The City Planner's decision shall be rendered to the Department of Economic Opportunity (DEO) for a determination of consistency with the principals for guiding development.

Units which are determined not to be affected by the building permit allocation system per this subsection but which have not been previously acknowledged by the City Planner are presumed to be lawfully established per Chapter 122, Article II, Nonconformities, if the additional following requirements are met:

- a. The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and
- b. Fees: All back-fee payments shall be paid current and in full, from the date determined to be the established date of the unit. All impact fees shall be paid in full for units determined to have been established after the implementation of the Impact Fee Ordinance (January 1, 1985).
- c. Occupational license with the city is updated, and street addresses are assigned commensurate with the updated unit count.
- d. Applications received after May 2, 2017 must demonstrate that the unit sought to be established hereunder is or has been legally permissible under the current or any former zoning requirements of the applicable district in which the unit is located.

Transient units which meet the criteria in subsection 108-991 will be licensed by the city.

Additional information that may be considered as evidence to prove existence of a unit(s) includes but is not limited to the following:

1. Official Appraisal Reports;
2. Inspection reports on company letterhead; and/or
3. Similar documentation.

The review process for lawful unit determination is as follows:

1. Applications will be processed on a first come, first serve basis. If the property is under contract with a scheduled closing date, staff will consider an expedited review;
2. Staff will schedule a site visit to include the Building Official when the application is under review;
3. If a unit(s) is recognized, the Collections Manager will coordinate with the applicant regarding any back fees owed; and
4. The lawful unit determination shall be rendered to the DEO for a determination of consistency with the principals for guiding development.

Application checklist:

- ☐ Application fee. Please make checks payable to "City of Key West."
- ☐ Notarized verification form signed by property owner or the authorized representative.
- ☐ Notarized authorization form signed by property owner, if applicant is not the owner.
- ☐ Copy of recorded warranty deed
- ☐ Survey
- ☐ Sketch of site and floor plan
- ☐ Supporting documentation that unit existed

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an Entity)

I, Owen Trepanier, in my capacity as President
(print name) (print position; president, managing member)
of Trepanier & Associates, Inc.
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

1009 Simonton Street #7

Street Address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

A handwritten signature in cursive script, appearing to read "Owen Trepanier".
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 15 Nov 2018 by
Owen Trepanier
Name of Authorized Representative date

He/She is personally known to me or has presented _____ as identification.

A handwritten signature in cursive script, appearing to read "Alvina Covington".
Notary's Signature and Seal

Alvina Covington

Name of Acknowledger typed, printed or stamped



Alvina Covington
COMMISSION #FF913801
EXPIRES: August 27, 2019
WWW.AARONNOTARY.COM

FF-913801
Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Gary Burchfield as
Please Print Name of person with authority to execute documents on behalf of entity

President of Gary The Carpenter Construction, Inc.
Name of office (President, Managing Member) *Name of owner from deed*

authorize Trepanier & Associates, Inc.
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

[Signature]
Signature of person with authority to execute documents on behalf of entity owner

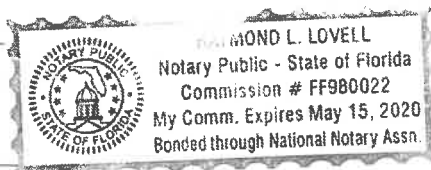
Subscribed and sworn to (or affirmed) before me on this 8/17/18
Date

by Gary Burchfield
Name of person with authority to execute documents on behalf of entity owner

He/She is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal

Raymond L. Lovell
Name of Acknowledger typed, printed or stamped



FF980022
Commission Number, if any

Prepared by:
John M. Spottswood, Jr.
SPOTTSWOOD, SPOTTSWOOD & SPOTTSWOOD
500 Fleming Street
Key West, FL 33040

Doc# 1473649
Bk# 2050 Pg# 650

Parcel ID Number:

CORRECTIVE

Warranty Deed

This Indenture, Made this 21st day of September, 2004 A.D., Between
GRAY WOLF LLC, a Florida limited liability company

of the County of Monroe, State of Florida, grantor, and
GARY THE CARPENTER CONSTRUCTION, INC., a corporation existing under the
laws of the State of Florida
whose address is: #12 Evergreen Lane, Key West, FL 33040

of the County of Monroe, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe State of Florida to wit:

Unit 7, Building C-2 of ECHO GARDENS, a condominium, according to the
Declaration of Condominium and all exhibits attached thereto, recorded
on August 13, 2003, in O.R. Book 1920, Page 195 et. seq., of the
Public Records of Monroe County, Florida, together with an undivided
interest in the common elements as set forth in the Declaration.

This corrective deed is being recorded to correct a scrivener's error
in the legal description as shown in that Warranty Deed recorded in
Official Records Book 2007, Page 1394, Monroe County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:


GRAY WOLF LLC, a Florida limited
liability company



Printed Name: SARAH L. VEGA
Witness

By:  (Seal)
Gary Burchfield
P.O. Address: 310 Amelia Street
Key West, FL 33040


Printed Name: AMY N. PIERCE
Witness


Printed Name: AMY N. PIERCE
Witness

By:  (Seal)
Barbara Marcus
P.O. Address: 310 Amelia Street
Key West, FL 33040


Printed Name: SARAH L. VEGA
Witness

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 21st day of September, 2004 by
GARY BURCHFIELD of GRAY WOLF LLC, a Florida limited liability company

who are personally known to me or who have produced their Florida driver's license as identification.


Printed Name: SARAH L. VEGA
Notary Public
My Commission Expires: November 14, 2006

Warranty Deed - Page 2

Parcel ID Number:

Deed# 1473649
Bk# 2050 Pg# 651

STATE OF *Florida*
COUNTY OF *Monroe*

The foregoing instrument was acknowledged before me this *7th* day of *October*, 2004 by
BARBARA MARCUS OF GRAY WOLF LLC, a Florida limited liability company

who is personally known to me or who has produced *FLDL*

as identification.



**MONROE COUNTY
OFFICIAL RECORDS**

Detail by Entity Name

Florida Profit Corporation

GARY THE CARPENTER CONSTRUCTION, INC.

Filing Information

Document Number	P97000088001
FEI/EIN Number	65-0786311
Date Filed	10/13/1997
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/03/2016

Principal Address

800 SIMONTON ST
KEY WEST, FL 33040

Changed: 04/29/2008

Mailing Address

800 SIMONTON ST
KEY WEST, FL 33040

Changed: 04/29/2008

Registered Agent Name & Address

BURCHFIELD, GARY
800 SIMONTON ST
KEY WEST, FL 33040

Name Changed: 10/03/2016

Address Changed: 04/29/2008

Officer/Director Detail

Name & Address

Title P

BURCHFIELD, GARY
800 Simonton
KEY WEST, FL 33040

Annual Reports

Report Year	Filed Date
2016	10/03/2016
2017	01/13/2017
2018	01/16/2018

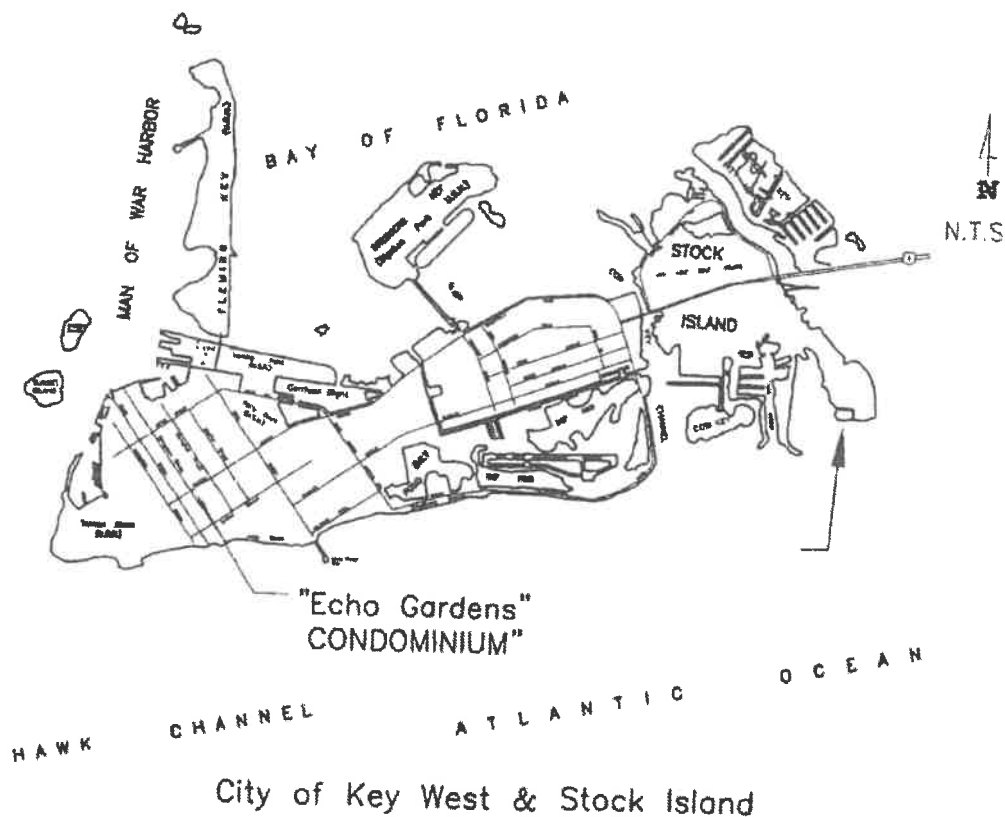
Document Images

[01/16/2018 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/13/2017 -- ANNUAL REPORT](#)[View image in PDF format](#)

ECHO GARDENS CONDOMINIUM

Vicinity Map

FILE #1389662
BK#1920 PG#252



Sheet 2 of 22

Echo Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 01-287	
Scale: 1"=20'	Ref. File	Flood panel No. 1738 G	Dwn. By: F.H.H.
Date: 4/21/01		Flood Zone: VE	Flood Elev 13'
REVISIONS AND/OR ADDITIONS			
5/23/03: L.C.E.			
c/dwg/stockisland/oceanside			

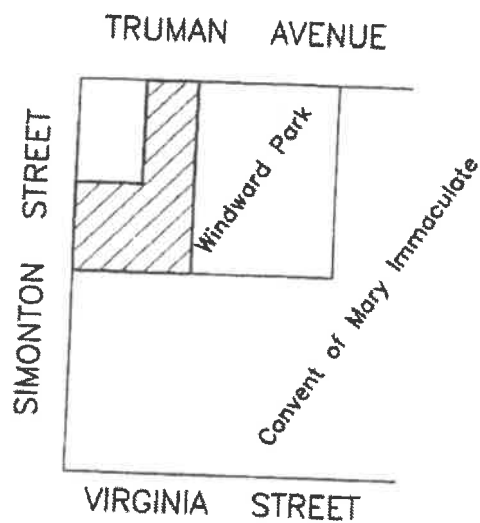
FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0468
Fax. (305) 293-0237

ECHO GARDENS CONDOMINIUM

Location Map

FILE #1389662
BK#1920 PG#253



SQ. 1, TR. 11, "TIFTS'S MAP"
City of Key West

Sheet 3 of 22

Echo Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 01-267	
Scale: 1"=20'	Ref. File	Flood panel No. 1736 G	Dwn. By: F.H.H.
Date: 4/21/01		Flood Zone: VE	Flood Elev 13'
REVISIONS AND/OR ADDITIONS			
5/23/03: L.C.E.			
c/dwg/stockisland/oceanside			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

ECHO GARDENS CONDOMINIUM

LEGEND FOR GRAPHIC DESCRIPTION



Overall Boundary Line



L.C.E. Boundary Line



Roof Line



Unit Boundary Lines



Unit Interior Boundary

FILE #1389662
BK#1920 PG#254

Sheet 4 of 22

Echo Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Own No.: 01-267	
Scale: 1"=20'	Ref. File	Flood panel No. 1736 G	Dwn. By: F.H.H.
Date: 4/21/01		Flood Zone: VE	Flood Elev. 13'
REVISIONS AND/OR ADDITIONS			
5/23/03: L.C.E.			
c:/dwg/stockisland/oceanside			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

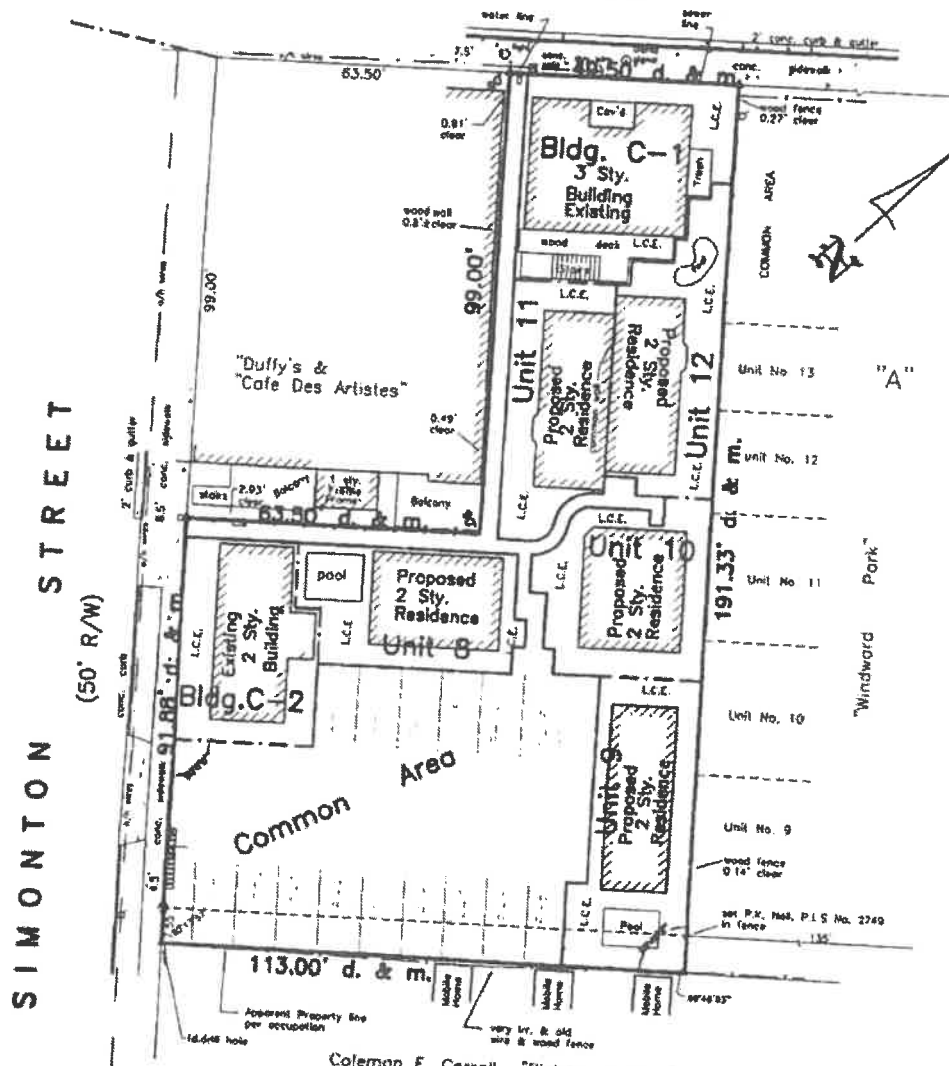
3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

ECHO GARDENS CONDOMINIUM

SITE PLAN

FILE #1389662
BK#1920 PG#255

TRUMAN AVE. (U.S. No. 1)
(50' R/W)



Coleman F. Carroll "Bishop of the Diocese of Miami"

- Notes:
1. Residential Units are 31'4" High
 2. Unit boundaries are the exterior of the buildings. The Area between the Unit Boundary lines and the exterior building walls are Limited Common Areas (L.C.E.)

P-1 denotes parking space, L.C.E.

Sheet 5 of 22

Echo Gardens Condominium
604 Truman Avenue, Key West, Florida 33040

CONDOMINIUM SURVEY

Dwn No.:
02-588

Scale: 1"=30'

Ref.
126-S
File

Flood panel No.
1716 H

Dwn. By: F.H.H.

Date: 9/17/02

Flood Zone: X

Flood Elev. -

REVISIONS AND/OR ADDITIONS

5/6/03: Parking
8/3/03: Unit 10 Bldg

5/23/03: L.C.E.

7/8/03: Existing Units

c/dwg/kw/black110/echogardens

FREDERICK H. HILDEBRANDT,
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

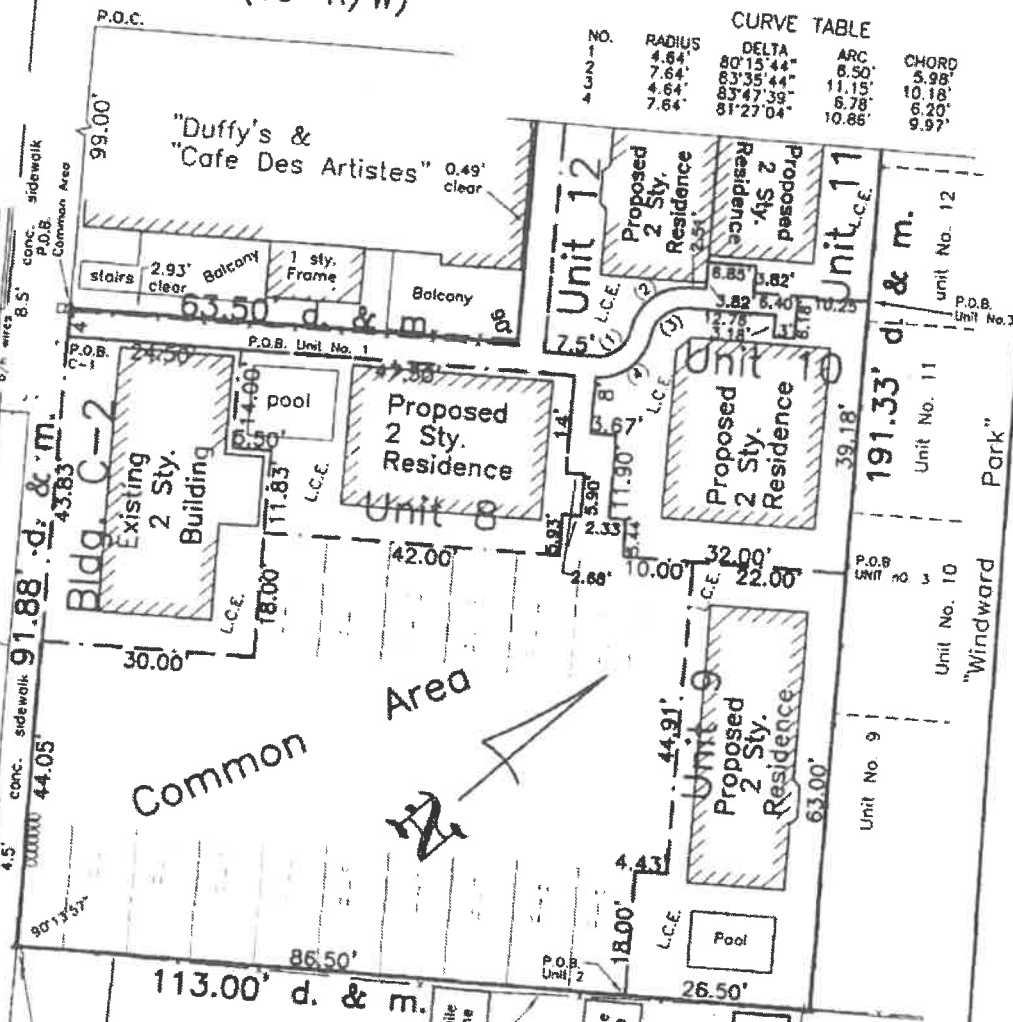
ECHO GARDENS CONDOMINIUM

SITE PLAN

FILE #1389662
BK#1920 PG#256

TRUMAN AVE. (U.S. No. 1)
(50' R/W)

SIMONTON STREET (50' R/W)



NO.	RADIUS	DELTA	ARC	CHORD
1	4.64'	80°15'44"	6.50'	5.98'
2	7.64'	83°35'44"	11.15'	10.18'
3	4.64'	83°47'39"	6.78'	6.20'
4	7.64'	81°27'04"	10.86'	9.97'

- Notes:
1. Residential Units are 31'4" high
 2. Unit boundaries are the exterior of the buildings. The Area between the Unit Boundary lines and the exterior building walls are Limited Common Areas (L.C.E.)

P-1 denotes parking space, L.C.E.
Coleman F. Carroll
Echo Gardens Condominium
804 Truman Avenue, Key West, Florida 33040

Sheet 6 of 22

CONDOMINIUM SURVEY

Scale: 1"=20'
Date: 9/17/02
Ref. Flood panel No.
Flood Zone:
Dwn. No.: 02-588
Dwn. By: F.H.H.
Flood Elev.

REVISIONS AND/OR ADDITIONS

5/8/03: Unit no's
5/23/03: L.C.E.
7/8/03: Existing Units

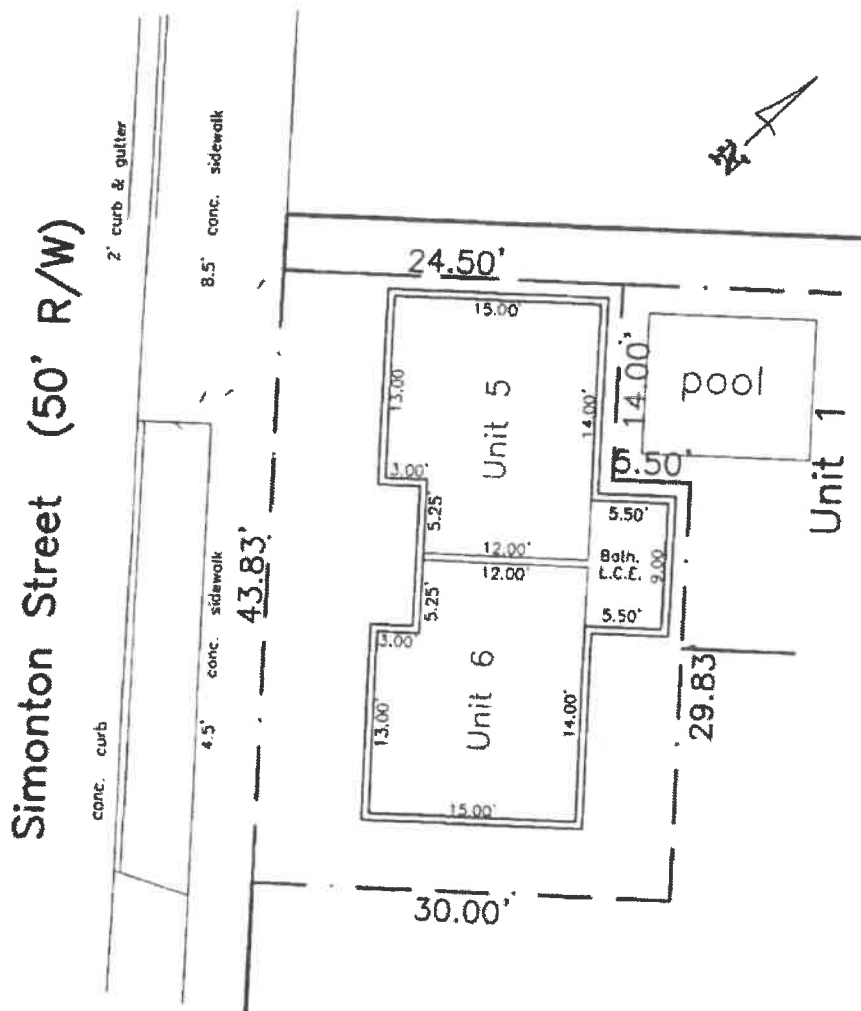
FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

ECHO GARDENS CONDOMINIUM

BUILDING C-2
1st. Floor

FILE #1389662
BK#1920 PG#261



All Dimensions are 6"±

Sheet 11 of 22

Echo Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 02-588	
Scale: 1"=10'	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 9/17/02		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
5/6/03: Unit no's.			

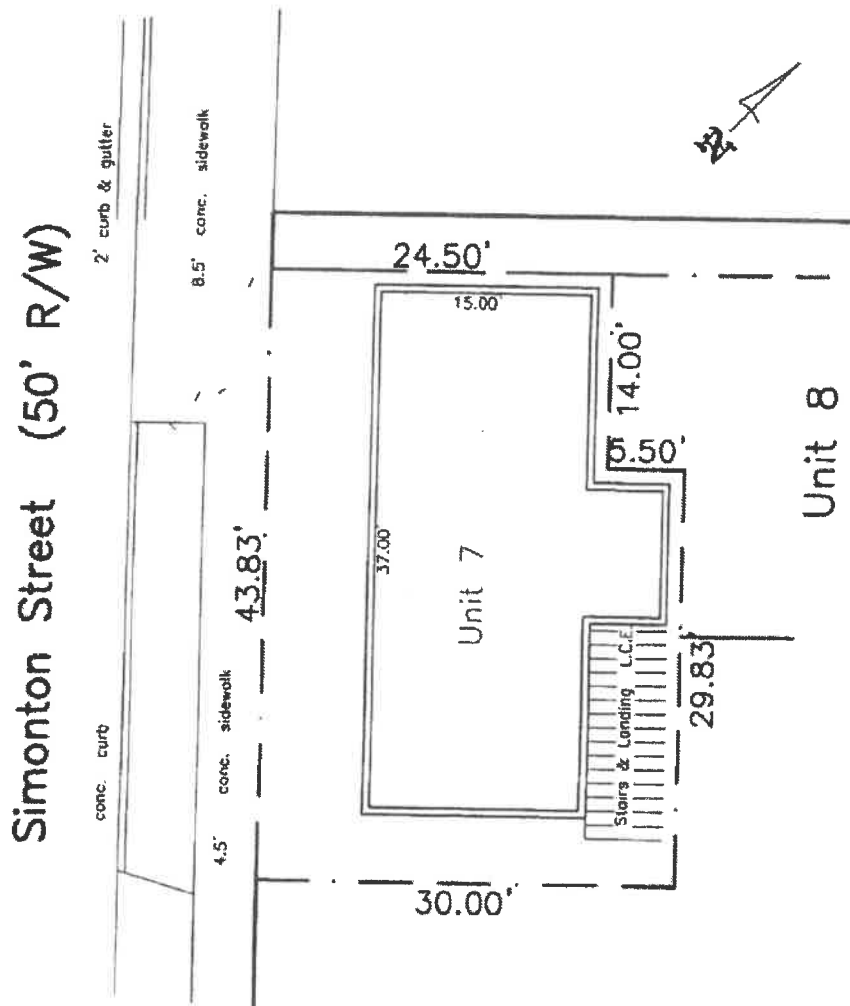
FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

ECHO GARDENS CONDOMINIUM

BUILDING C-2 2nd. Floor

FILE #1389662
BK#1920 PG#262



All Dimensions are 6"±

Sheet 12 of 22

Echo Gardens Condominium
604 Truman Avenue, Key West, Florida 33040

CONDOMINIUM SURVEY

Dwn No.:
02-588

Scale: 1"=10'

Ref.

Flood panel No.

Dwn. By: F.H.H.

Date: 9/17/02

Flood Zone:

Flood Elev.

REVISIONS AND/OR ADDITIONS

5/6/03: Unit no's.

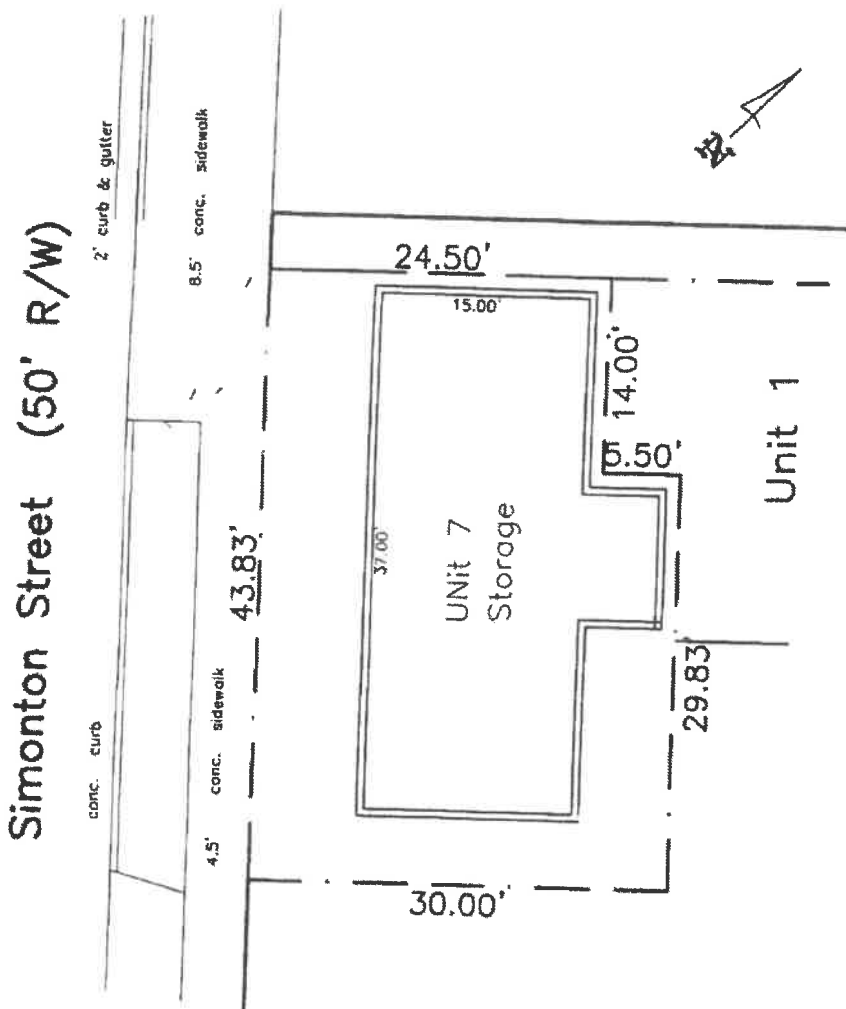
FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax: (305) 293-0237

ECHO GARDENS CONDOMINIUM

BUILDING C-2
3rd.. Floor

FILE #1389662
BK#1920 PG#263



All Dimensions are 6"±

Sheet 13 of 22

Echo Gardens Condominium 804 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 02-588	
Scale: 1"=10'	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 9/17/02		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
5/6/03: Unit no's.			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

Exhibit A

SHORT TERM RENTAL LEASE

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.

This Short Term Rental Agreement Lease is made on this 03/28/2010 by AGENT/ Owner of the premises, GARY BURCHFIELD of Gary the Carpenter, Inc and Charles Perry, hereinafter called GUEST whether one or more. Witness that in consideration of the mutual covenants and conditions herein, AGENT, solely on behalf of Owner, does hereby lease and rent to GUEST the premises "1009 Simonton St. # 3" Key West, FL 33040, hereinafter called PREMISES, on the following terms and conditions:

This Lease shall begin at 12:00 on April 1, 2010 and end at 12:00 on April 7, 2010.

And for such term, GUEST agrees to pay to AGENT the total rental shown below with the maximum number of people being 6. This Lease is subject to state and local taxes which may change from time to time. Please consider travel insurance at

And for such term, GUEST further agrees to a security deposit of \$500 to be held in escrow. Said security deposit is not to be considered prepaid rent nor shall any damages or cleaning charges claimed, if any, be limited to the amount of said security deposit.

PREMISES OCCUPANCY LIMITED TO 6 GUESTS INCLUDING CHILDREN AND VISITORS.

GUEST does promise to pay the said rent as follows:

Rental Rate:	\$3500.00
FL State Tax 7.5%:	\$00.00
Security:	
Final Cleaning:	
Total Rental Balance:	\$00.00
Amount Paid:	\$00.00
Total Outstanding Balance:	\$00.00
Payment 1: 03/28/2010	\$3500.00

PAYMENTS: Within ten (10) days of receipt of your Lease, you must return the signed Lease and initial payment to AGENT. However, if you reserve your rental online making your initial payment using our credit card reservation date to return the signed Lease to AGENT's office. A copy of this Lease can be downloaded and printed from this website. Reservations made more than forty-five (45) days prior to arrival require payment of 50% of the rent. The final 50% of the rent plus tax payment, cleaning fee, and security deposit is due thirty (30) days prior to your arrival date. Within the forty-five (45) day reservation period, payment in full is required. We accept cash (when paying in person), personal or business checks, cashier's checks, money orders, travelers' as acceptable forms of payment. However, we cannot accept personal or business checks within thirty (30) days of your arrival date.

SECURITY DEPOSIT/DAMAGE CLAIM: A \$500.00 Security Deposit (increased to \$1,000 for holiday and special event stays) is due with your final payment using any of the payment methods described above. *Again, we cannot accept personal or business checks for this purpose within thirty (30) days of your arrival date.* NO matter the payment method, settlement of the Security Deposit will be made after final cleaning of the rental property and after appropriate charges including but not limited to long distance phone charges, if any, have been posted. A refund, as determined, will be made within sixty (60) days after departure.

Exhibit A

CANCELLATION REFUND POLICY: Any cancellation received sixty (60) days or more prior to the arrival date will be subject to a full refund of prepaid rent *less a cancellation fee of \$150.00*. A cancellation must be in writing and acknowledged by AGENT. Any cancellation received within sixty (60) days of the arrival date will not receive a refund *unless AGENT is able to re-rent the property for your original stay dates*. If you have purchased Travel Guard Travel Insurance, please refer to your policy for refund policies and procedures.

NOTICE: This vacation rental is governed by Chapter 509 of the Florida Statutes for Leasing and Food Services.

-
1. GUEST accepts the above terms and agrees to be held responsible for all breakage or other damage or loss to the PREMISES which may result from occupancy of the PREMISES except normal wear.
 2. GUEST shall take good care of the PREMISES including appliances, equipment and furnishings. GUEST takes full responsibility for all conditions caused by the negligent or wrongful act or omission of the GUEST(S) and/or person(s) accompanying GUEST.
 3. If GUEST defaults in the performance of any of the obligations contained herein, AGENT shall be entitled to recover all costs and expenses as well as court costs and reasonable attorney's fees.
 4. AT THE END OF THE TERM, GUEST IS RESPONSIBLE FOR LEAVING THE PREMISES BROOM SWEPT CLEAN BY 10:00 AM DEPARTURE including all dishes washed and put away, all food removed from refrigerator and refrigerator wiped clean, all trash removed from the PREMISES and all beds stripped prior to departure at check-out. GUEST will be responsible for excessive cleaning charges at the AGENT's discretion.
 5. Utilities are included unless otherwise noted. GUEST is responsible for all toll calls and agrees to charge all such calls to the GUEST's home phone, credit card or calling card. If necessary, any telephone charges will be deducted from the Security Deposit. There will be an additional service charge assessed to the GUEST if any long distance calls are charged to the PREMISES telephones.
 6. GUEST agrees that no tents, RVs, trailers, boats or overnight campers shall be placed or parked on the PREMISES. All authorized vehicles will be parked in designated parking areas.
 7. GUEST agrees and acknowledges that (a) rearranging of furniture is not permitted; (b) charcoal grilling shall not be allowed on decks, porches or close to the house or rental building; and (c) that construction may be ongoing at adjoining or nearby properties and that neither AGENT nor Owner is responsible for any objectionable noise or activity related to same.
 8. GUEST acknowledges that the equipment and furnishings at the PREMISES (other than guesthouse and/or bed & breakfast properties) are to the Owner's taste and are set up for normal housekeeping. Kitchen equipment, mattress pads, pillows and bedspreads, bed linens and bath towels are provided. Guest will provide, paper products, cleaning supplies, and food items. GUEST shall not be entitled to any rebate for inoperative appliances or air conditioners. AGENT, upon being notified by GUEST of any malfunction, will make every reasonable effort to have such appliances or air conditioners repaired. Replacement or repair of any television, VCR, DVD player, radio, stereo equipment or any other advertised equipment or amenity, when provided by the Owner, is not guaranteed.
 9. GUEST acknowledges that if the PREMISES is equipped with a private pool/hot tub/spa and/or has access to a community pool/hot tub/spa (the "Facilities?", then GUEST hereby accepts and agrees to the follows: (a) GUEST shall ensure that the Facilities are used in a safe manner at all times and that use of the Facilities by minors is supervised by an adult; (b) unsafe and/or unsupervised use of the Facilities by GUEST, minors or persons invited on the PREMISES by GUEST shall permit AGENT to terminate IMMEDIATELY WITHOUT NOTICE GUESTS, minor's and persons invited on the PREMISES occupancy of the PREMISES; (c) GUEST shall indemnify and hold VACATION KEY WEST (its officers, employees, agents and equity holders) and the Owner of the PREMISES harmless from and against any and all liabilities, claims and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use of the Facilities by GUEST, minors and/or persons invited on the PREMISES by GUEST.
 10. GUEST agrees to indemnify and hold harmless AGENT and the Owner from and against any liability for personal injury or property damage sustained by any person (including minors and GUEST's invitees) as

Exhibit A

- a result of any cause or failure of AGENT or Owner to comply with any governing Florida law or statutes unless caused by negligent or willful act of AGENT or the Owner. GUEST agrees that AGENT, the Owner or their respective representatives may enter the PREMISES during reasonable hours upon reasonable notice to GUEST to inspect the PREMISES, to make such repairs, alterations or improvements thereto as AGENT or owner may deem appropriate, or to show the PREMISES to prospective purchasers or guests.
11. In the event that GUEST does not take possession of the PREMISES or make payments as provided herein, it shall be considered a breach of this Lease and AGENT may re-rent the PREMISES without liability on the part of AGENT to GUEST. After the Lease is signed, rental deposits will be returned only if and when AGENT is able to re-rent the PREMISES for the original stay days covered by this Lease.
 12. AT NO TIME shall the number of persons be in excess of the occupancy limit as referenced on Page 1 with the exception of temporary visitors. Exceeding the occupancy limit shall be deemed a breach of this Lease and AGENT has the right to terminate the Lease and retain the total rental fee plus the Security Deposit. The hosting of parties anywhere on the PREMISES is not permitted without AGENT approval.
 13. The Security Deposit less any sums retained by AGENT for damages, long distance telephone calls, and/or excessive cleaning charges, shall be refunded within sixty (60) days from day of GUEST's departure.
 14. No smoking is allowed inside the PREMISES.
 15. GUEST acknowledges being offered insurance to compensate GUEST for losses or damages resulting from loss of use of the PREMISES due to a mandatory evacuation order. If GUEST refuses said offer, GUEST shall not be entitled to a refund of monies paid, except security deposit in the event of said mandatory evacuation. GUEST expressly agrees to comply with all orders of evacuation by governmental authorities.
 16. It is agreed and understood that unless noted elsewhere in this Lease no pets are allowed in or on the PREMISES and any violation of this covenant (including exceeding the number and/or size of permitted pets) will be considered a breach of this Lease and all security monies shall be automatically forfeited.
 - 17. The PREMISES are not available to "Spring Breakers" or persons under the age of twenty-five (25) unless accompanied by a parent or guardian. Misrepresentation shall void this Lease and all monies shall be forfeited.**
 18. GUEST and AGENT agree to the Lease and the Terms and Policies on the previous pages.
 19. Owner/AGENT is not responsible nor liable for loss, theft or personal injuries or casualties sustained by GUEST and/or persons accompanying GUEST.
 20. AGENT reserves the right to substitute PREMISES if the situation should warrant, at AGENT'S discretion, with premises of equal or better quality.
 21. This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action relating to this Lease shall be instituted and prosecuted in the courts of Monroe County, Florida.
 22. GUEST shall pay reasonable attorney's fees and all costs in the event that GUEST fails to comply with its obligations under this Lease and the matter is referred to an attorney by AGENT. If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the PREMISES, the prevailing party shall be entitled to recover from the other party, reasonable attorneys fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
 23. Except as prohibited by law, Owner/AGENT and GUEST hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, inducement for Owner and AGENT to enter into the Lease.
 24. This Lease contains the entire agreement between the parties hereto, and all previous negotiations leading hereto, and it may be modified only by an agreement, in writing signed by the AGENT and GUEST. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and legal assigns of the parties to this Lease.
 25. Travel Insurance Accepted ☐ Travel Insurance Declined ☐

Exhibit A

Please sign below and initial the bottom of each previous page to acknowledge that you have & read this Lease in its entirety and agree to the terms contained herein. This Lease become valid when signed by both GUEST and Gary Burchfield (AGENT)

By Guest:  _____

BY: Gary Burchfield

BY: _____

Exhibit B

SHORT TERM RENTAL LEASE

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.

This Short Term Rental Agreement Lease is made on this 04/08/2010 by AGENT/ Owner of the premises, GARY BURCHFIELD of Gary the Carpenter, Inc and Jim Phillips, hereinafter called GUEST whether one or more. Witness that in consideration of the mutual covenants and conditions herein, AGENT, solely on behalf of Owner, does hereby lease and rent to GUEST the premises "1009 Simonton St. # 3" Key West, FL 33040, hereinafter called PREMISES, on the following terms and conditions:

This Lease shall begin at 12.00 on April 8, 2010 and end at 12:00 on April 15, 2010.

And for such term, GUEST agrees to pay to AGENT the total rental shown below with the maximum number of people being 6. This Lease is subject to state and local taxes which may change from time to time. Please consider travel insurance at

And for such term, GUEST further agrees to a security deposit of \$500 to be held in escrow. Said security deposit is not to be considered prepaid rent nor shall any damages or cleaning charges claimed, if any, be limited to the amount of said security deposit.

PREMISES OCCUPANCY LIMITED TO 6 GUESTS INCLUDING CHILDREN AND VISITORS.

GUEST does promise to pay the said rent as follows:

Rental Rate:	\$3500.00
FL State Tax 7.5%:	\$00.00
Security:	
Final Cleaning:	
Total Rental Balance:	\$00.00
Amount Paid:	\$00.00
Total Outstanding Balance:	\$00.00
Payment 1: 04/08/2010	\$3500.00

PAYMENTS: Within ten (10) days of receipt of your Lease, you must return the signed Lease and initial payment to AGENT. However, if you reserve your rental online making your initial payment using our credit card reservation date to return the signed Lease to AGENT's office. A copy of this Lease can be downloaded and printed from this website. Reservations made more than forty-five (45) days prior to arrival require payment of 50% of the rent. The final 50% of the rent plus tax payment, cleaning fee, and security deposit is due thirty (30) days prior to your arrival date. Within the forty-five (45) day reservation period, payment in full is required. We accept cash (when paying in person), personal or business checks, cashier's checks, money orders, travelers' as acceptable forms of payment. However, we cannot accept personal or business checks within thirty (30) days of your arrival date.

SECURITY DEPOSIT/DAMAGE CLAIM: A \$500.00 Security Deposit (increased to \$1,000 for holiday and special event stays) is due with your final payment using any of the payment methods described above. *Again, we cannot accept personal or business checks for this purpose within thirty (30) days of your arrival date.* NO matter the payment method, settlement of the Security Deposit will be made after final cleaning of the rental property and after appropriate charges including but not limited to long distance phone charges, if any, have been posted. A refund, as determined, will be made within sixty (60) days after departure.



Exhibit B

CANCELLATION REFUND POLICY: Any cancellation received sixty (60) days or more prior to the arrival date will be subject to a full refund of prepaid rent *less a cancellation fee of \$150.00*. A cancellation must be in writing and acknowledged by AGENT. Any cancellation received within sixty (60) days of the arrival date will not receive a refund *unless AGENT is able to re-rent the property for your original stay dates*. If you have purchased Travel Guard Travel Insurance, please refer to your policy for refund policies and procedures.

NOTICE: This vacation rental is governed by Chapter 509 of the Florida Statutes for Leasing and Food Services.

-
1. GUEST accepts the above terms and agrees to be held responsible for all breakage or other damage or loss to the PREMISES which may result from occupancy of the PREMISES except normal wear.
 2. GUEST shall take good care of the PREMISES including appliances, equipment and furnishings. GUEST takes full responsibility for all conditions caused by the negligent or wrongful act or omission of the GUEST(S) and/or person(s) accompanying GUEST.
 3. If GUEST defaults in the performance of any of the obligations contained herein, AGENT shall be entitled to recover all costs and expenses as well as court costs and reasonable attorney's fees.
 4. AT THE END OF THE TERM, GUEST IS RESPONSIBLE FOR LEAVING THE PREMISES BROOM SWEEP CLEAN BY 10:00 AM DEPARTURE including all dishes washed and put away, all food removed from refrigerator and refrigerator wiped clean, all trash removed from the PREMISES and all beds stripped prior to departure at check-out. GUEST will be responsible for excessive cleaning charges at the AGENT's discretion.
 5. Utilities are included unless otherwise noted. GUEST is responsible for all toll calls and agrees to charge all such calls to the GUEST's home phone, credit card or calling card. If necessary, any telephone charges will be deducted from the Security Deposit. There will be an additional service charge assessed to the GUEST if any long distance calls are charged to the PREMISES telephones.
 6. GUEST agrees that no tents, RVs, trailers, boats or overnight campers shall be placed or parked on the PREMISES. All authorized vehicles will be parked in designated parking areas.
 7. GUEST agrees and acknowledges that (a) rearranging of furniture is not permitted; (b) charcoal grilling shall not be allowed on decks, porches or close to the house or rental building; and (c) that construction may be ongoing at adjoining or nearby properties and that neither AGENT nor Owner is responsible for any objectionable noise or activity related to same.
 8. GUEST acknowledges that the equipment and furnishings at the PREMISES (other than guesthouse and/or bed & breakfast properties) are to the Owner's taste and are set up for normal housekeeping. Kitchen equipment, mattress pads, pillows and bedspreads, bed linens and bath towels are provided. Guest will provide, paper products, cleaning supplies, and food items. GUEST shall not be entitled to any rebate for inoperative appliances or air conditioners. AGENT, upon being notified by GUEST of any malfunction, will make every reasonable effort to have such appliances or air conditioners repaired. Replacement or repair of any television, VCR, DVD player, radio, stereo equipment or any other advertised equipment or amenity, when provided by the Owner, is not guaranteed.
 9. GUEST acknowledges that if the PREMISES is equipped with a private pool/hot tub/spa and/or has access to a community pool/hot tub/spa (the "Facilities"), then GUEST hereby accepts and agrees to the follows: (a) GUEST shall ensure that the Facilities are used in a safe manner at all times and that use of the Facilities by minors is supervised by an adult; (b) unsafe and/or unsupervised use of the Facilities by GUEST, minors or persons invited on the PREMISES by GUEST shall permit AGENT to terminate IMMEDIATELY WITHOUT NOTICE GUESTS, minor's and persons invited on the PREMISES occupancy of the PREMISES; (c) GUEST shall indemnify and hold VACATION KEY WEST (its officers, employees, agents and equity holders) and the Owner of the PREMISES harmless from and against any and all liabilities, claims and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use of the Facilities by GUEST, minors and/or persons invited on the PREMISES by GUEST.
 10. GUEST agrees to indemnify and hold harmless AGENT and the Owner from and against any liability for personal injury or property damage sustained by any person (including minors and GUEST's invitees) as




Exhibit B

- a result of any cause or failure of AGENT or Owner to comply with any governing Florida law or statutes unless caused by negligent or willful act of AGENT or the Owner. GUEST agrees that AGENT, the Owner or their respective representatives may enter the PREMISES during reasonable hours upon reasonable notice to GUEST to inspect the PREMISES, to make such repairs, alterations or improvements thereto as AGENT or owner may deem appropriate, or to show the PREMISES to prospective purchasers or guests.
11. In the event that GUEST does not take possession of the PREMISES or make payments as provided herein, it shall be considered a breach of this Lease and AGENT may re-rent the PREMISES without liability on the part of AGENT to GUEST. After the Lease is signed, rental deposits will be returned only if and when AGENT is able to re-rent the PREMISES for the original stay days covered by this Lease.
 12. AT NO TIME shall the number of persons be in excess of the occupancy limit as referenced on Page 1 with the exception of temporary visitors. Exceeding the occupancy limit shall be deemed a breach of this Lease and AGENT has the right to terminate the Lease and retain the total rental fee plus the Security Deposit. The hosting of parties anywhere on the PREMISES is not permitted without AGENT approval.
 13. The Security Deposit less any sums retained by AGENT for damages, long distance telephone calls, and/or excessive cleaning charges, shall be refunded within sixty (60) days from day of GUEST's departure.
 14. No smoking is allowed inside the PREMISES.
 15. GUEST acknowledges being offered insurance to compensate GUEST for losses or damages resulting from loss of use of the PREMISES due to a mandatory evacuation order. If GUEST refuses said offer, GUEST shall not be entitled to a refund of monies paid, except security deposit in the event of said mandatory evacuation. GUEST expressly agrees to comply with all orders of evacuation by governmental authorities.
 16. It is agreed and understood that unless noted elsewhere in this Lease no pets are allowed in or on the PREMISES and any violation of this covenant (including exceeding the number and/or size of permitted pets) will be considered a breach of this Lease and all security monies shall be automatically forfeited.
 17. **The PREMISES are not available to "Spring Breakers" or persons under the age of twenty-five (25) unless accompanied by a parent or guardian. Misrepresentation shall void this Lease and all monies shall be forfeited.**
 18. GUEST and AGENT agree to the Lease and the Terms and Policies on the previous pages.
 19. Owner/AGENT is not responsible nor liable for loss, theft or personal injuries or casualties sustained by GUEST and/or persons accompanying GUEST.
 20. AGENT reserves the right to substitute PREMISES if the situation should warrant, at AGENT'S discretion, with premises of equal or better quality.
 21. This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action relating to this Lease shall be instituted and prosecuted in the courts of Monroe County, Florida.
 22. GUEST shall pay reasonable attorney's fees and all costs in the event that GUEST fails to comply with its obligations under this Lease and the matter is referred to an attorney by AGENT. If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the PREMISES, the prevailing party shall be entitled to recover from the other party, reasonable attorneys fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
 23. Except as prohibited by law, Owner/AGENT and GUEST hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, inducement for Owner and AGENT to enter into the Lease.
 24. This Lease contains the entire agreement between the parties hereto, and all previous negotiations leading hereto, and it may be modified only by an agreement, in writing signed by the AGENT and GUEST. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and legal assigns of the parties to this Lease.
 25. Travel Insurance Accepted ☐ Travel Insurance Declined ☐



Exhibit B

Please sign below and initial the bottom of each previous page to acknowledge that you have & read this Lease in its entirety and agree to the terms contained herein. This Lease become valid en sign d by both GUEST and Gary Burchfield (AGENT)

By Guest: _____

James R. Phillips
JAMES R. Phillips

BY: Gary Burchfield

BY: _____

JB

Exhibit C

- SHORT TERM RENTAL LEASE

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.

This Short Term Rental Agreement Lease is made on this 04/12/2010 by AGENT/ Owner of the premises, GARY BURCHFIELD of Gary the Carpenter, Inc and Joe Glogger, hereinafter called GUEST whether one or more. Witness that in consideration of the mutual covenants and conditions herein, AGENT, solely on behalf of Owner, does hereby lease and rent to GUEST the premises "1009 Simonton St. # 3" Key West, FL 33040, hereinafter called PREMISES, on the following terms and conditions:

This Lease shall begin at 12.00 on April 16, 2010 and end at 12:00 on April 23, 2010.

And for such term, GUEST agrees to pay to AGENT the total rental shown below with the maximum number of people being 6. This Lease is subject to state and local taxes which may change from time to time. Please consider travel insurance at

And for such term, GUEST further agrees to a security deposit of \$500 to be held in escrow. Said security deposit is not to be considered prepaid rent nor shall any damages or cleaning charges claimed, if any, be limited to the amount of said security deposit.

PREMISES OCCUPANCY LIMITED TO 6 GUESTS INCLUDING CHILDREN AND VISITORS.

GUEST does promise to pay the said rent as follows:

Rental Rate:	\$3500.00
FL State Tax 7.5%:	\$00.00
Security:	
Final Cleaning:	
Total Rental Balance:	\$00.00
Amount Paid:	\$00.00
Total Outstanding Balance:	\$00.00
Payment 1: 04/12/2010	\$3500.00

PAYMENTS: Within ten (10) days of receipt of your Lease, you must return the signed Lease and initial payment to AGENT. However, if you reserve your rental online making your initial payment using our credit card reservation date to return the signed Lease to AGENT's office. A copy of this Lease can be downloaded and printed from this website. Reservations made more than forty-five (45) days prior to arrival require payment of 50% of the rent. The final 50% of the rent plus tax payment, cleaning fee, and security deposit is due thirty (30) days prior to your arrival date. Within the forty-five (45) day reservation period, payment in full is required. We accept cash (when paying in person), personal or business checks, cashier's checks, money orders, travelers' as acceptable forms of payment. However, we cannot accept personal or business checks within thirty (30) days of your arrival date.

SECURITY DEPOSIT/DAMAGE CLAIM: A \$500.00 Security Deposit (increased to \$1,000 for holiday and special event stays) is due with your final payment using any of the payment methods described above. *Again, we cannot accept personal or business checks for this purpose within thirty (30) days of your arrival date.* NO matter the payment method, settlement of the Security Deposit will be made after final cleaning of the rental property and after appropriate charges including but not limited to long distance phone charges, if any, have been posted. A refund, as determined, will be made within sixty (60) days after departure.

Exhibit C

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NOTICE: This vacation rental is governed by Chapter 509 of the Florida Statutes for Leasing and Food Services.

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 3. If GUEST defaults in the performance of any of the obligations contained herein, AGENT shall be entitled to recover all costs and expenses as well as court costs and reasonable attorney's fees.
 4. AT THE END OF THE TERM, GUEST IS RESPONSIBLE FOR LEAVING THE PREMISES BROOM SWEPT CLEAN BY 10:00 AM DEPARTURE including all dishes washed and put away, all food removed from refrigerator and refrigerator wiped clean, all trash removed from the PREMISES and all beds stripped prior to departure at check-out. GUEST will be responsible for excessive cleaning charges at the AGENT's discretion.
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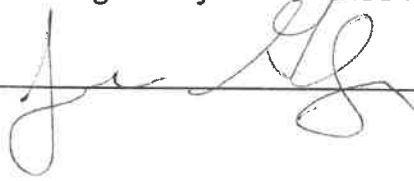
Exhibit C

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 23. Except as prohibited by law, Owner/AGENT and GUEST hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, inducement for Owner and AGENT to enter into the Lease.
 24. This Lease contains the entire agreement between the parties hereto, and all previous negotiations leading hereto, and it may be modified only by an agreement, in writing signed by the AGENT and GUEST. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and legal assigns of the parties to this Lease.
 25. Travel Insurance Accepted _ _ Travel Insurance Declined _ _

Exhibit C

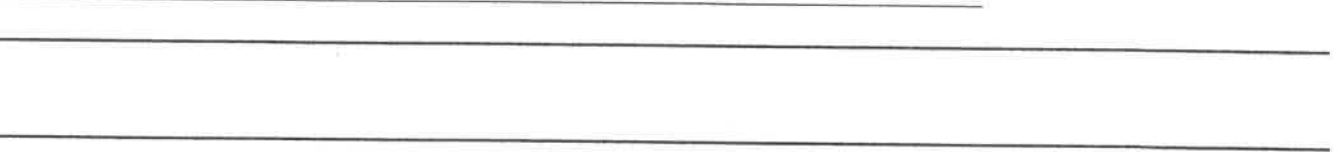
Please sign below and initial the bottom of each previous page to acknowledge that you have & read this Lease in its entirety and agree to the terms contained herein. This Lease become valid en sign d by both GUEST and Gary Burchfield (AGENT)

By Guest:

A handwritten signature in dark ink, appearing to be 'J. Burchfield', is written over a horizontal line.

BY: Gary Burchfield

BY:

Three horizontal lines are provided for a signature, with the first line being the most prominent.



Attachment A

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

Gary Birchfield
Gary the Carpenter Construction
800 Simonton Street
Key West, FL 33040

RE: LUD Application – 1009 Simonton Street #3, Key West, FL 33040 (Echo Gardens, A Condominium Unit 7)

Dear Mr. Birchfield,

We have reviewed your application for one (1) non-transient unit for the real property located at 1009 Simonton Street, Echo Gardens, a Condominium Unit 7, Key West, FL 33040. Your application was reviewed in accordance with the criteria found in Key West Code of Ordinances section 108-991. Specifically, 108-991(3) provides in part that:

Units determined to have been in existence at the time the April 1, 2010, census was prepared are presumed not to be affected by BPAS. The city planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- a. Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- b. Building permits issued prior to April 1, 2010;
- c. Copies of city directory entries on or about April 1, 2010;
- d. Site visits which indicate that the age of the structure and associated improvements likely pre-date 2010;
- e. Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- f. Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- g. Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010;
- h. Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010, (Green Card); and



Attachment A

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

i. Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. Provision of documents is the responsibility of the applicant. The city planner's decision shall be rendered to the department of economic opportunity for a determination of consistency with the principals for guiding development.

After a review of your application considering these criteria, coupled with a site visit on October 6, 2017, it is my determination that you have established that 1 non-transient unit exists on the property. This is a net increase of 1 non-transient unit above what the City has previously recognized.

In order for your unit(s) to be legally recognized the Key West Code of Ordinances requires the following additional criteria to be met:

- a. The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and
- b. Fees: All back fee payments shall be paid current and in full, from the date determined to be the established date of the unit. All impact fees shall be paid in full for units determined to have been established after the implementation of the Impact Fee Ordinance (January 1, 1985).
- c. Occupational license with the city is updated, and street addresses are assigned commensurate with the updated unit count.

Under separate letter, you will receive a calculation of the back fee payments due. This letter should be sent to you within a maximum of 60 days of the receipt of this correspondence.

While the City of Key West recognizes the unit contingent upon fulfillment of the three additional requirements above, City Code also mandates that we render our decision to the Department of Economic Opportunity in Tallahassee for a determination of consistency with the Principals for Guiding Development. If the Department makes a finding that this determination is consistent with the Principals, you will have 180 days from the Department's finding to meet the criteria described in A, B & C above.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Wright".

Patrick Wright
Planning Director

Dated: 10-31-17

From: Shawn D. Smith
Sent: Wednesday, October 11, 2017 1:33 PM
To: Virginia Haller
Cc: Patrick Wright; garythecarpenter@hotmail.com
Subject: RE: LUD for Gary the Carpenter

Ginny

I visited the property on Friday October 6, 2017 at approximately 9am.

Entry is up a staircase to a second story landing. The unit contains 2 floors. The first level upon entering contains a bathroom and full size refrigerator to the right of the doorway. The unit opens into a living area. There are two bedrooms on either side of the living area. There is also a washer and dryer on this level that is accessed by a double door to the left of the entry way.

The first level contains a spiral staircase that accesses the second level. The second level contains a full kitchen that is spread between a master suite and sitting area. There is a second bathroom on this floor with a shower.

It is clear to me this unit has been in existence since at least April of 2010. Additionally, and in furtherance of the affidavit provided with the application, I have learned that attorney Jerry Saunders utilized the unit as a residence prior to April 2010.

I believe the application and site visit conclusively establish the existence of this unit in accordance with City Code section 108-991 as exempt from the BPAS requirements.

I will forward my pictures via separate email. Please let me know if you have any questions.

Shawn

From: Virginia Haller
Sent: Wednesday, October 11, 2017 10:51 AM
To: Shawn D. Smith <sdsmith@cityofkeywest-fl.gov>
Subject: LUD for Gary the Carpenter

Good morning Shawn,
What was the date of your site visit for the LUD at 1009 Simonton Street?
Thanks,
Ginny Haller
Planner II
305-809-3722

Attachment A

August 29, 2017

To: City of Key West

To Whom It May Concern,

Sometime between October and November of 2015 I had a meeting with Thaddeus Cohen of the Key West Planning Department to see what it would take to have my unit at Echo Gardens and Condominium Unit C-7 at 1009 Simonton St. Key West, FL 33040.

The space was used as a residence and has a kitchen, laundry and full bath since 2005 and was rented as such from 2008 to present time. I was told that unit was not eligible for the lawful unit determination because the property then be over the maximum density for this property.

I am respectfully requesting that you approve my application. As an office on the floor with no handicap access or way to make it suck does not make sense. The location as a residence does because of its proximity to old town. The unit does have to existing parking spaces so there will be no impact on parking.

Thank you,

A handwritten signature in black ink, appearing to read 'GB', with a stylized, cursive flourish extending to the right.

Gary Burchfield



Attachment A

Application For Lawful Unit Determination

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040 • 305-809-3720 • www.cityofkeywest-fl.gov

Application Fee: \$1,000.00

Ordinance 13-19, Effective March 1, 2014

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

PROPERTY DESCRIPTION:

Site Address: 1009 SIMONTON ST #3 Echo Gardens 4 Condo.
Real Estate (RE) #: 00022080-000367 Alternate Key: _____
Zoning District: _____ Total Land Area (sq ft): 650
Property located within the Historic District? ☒ Yes ☐ No

APPLICANT:

☒ Owner ☐ Authorized Representative
Name: GARY BUNCHFIELD / Gary The Carpenter Const.
Mailing Address: 800 SIMONTON ST
City: Key West State: FL Zip: 33040
Home/Mobile Phone: 305 797 7778 Office: 305-292-0261 Fax: _____
Email: _____

PROPERTY OWNER: (if different than above)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Home/Mobile Phone: _____ Office: _____ Fax: _____
Email: _____

Is this request based on a code case? ☐ Yes ☒ No Case Number: _____

UNIT TYPE	NUMBER OF UNITS	
	EXISTING	LICENSED ¹ / RECOGNIZED
Market-Rate Residential Dwelling Units	<u>1</u>	
Affordable Residential Dwelling Units ²		
Transient Units		
Commercial Units		<u>1</u>

¹ Please provide City Licensing Records from the Building Department

² All units allocated as affordable are subject to Section 122-1467(c), (d), (e), and (f) of the Workforce Housing Ordinance. Applicant Eligibility Requirements are subject to Section 122-1469 (2) through (15) of the Workforce Housing Ordinance. Affordable housing projects enabled by federal tax credit housing are not subject to 122-1467(c).

Attachment A

Sec 108-991(4) - Units determined to have been in existence at the time the April 1, 2010 census was prepared are presumed not to be affected by BPAS. The City Planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- ☐ Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- ☒ Building permits issued prior to April 1, 2010;
- ☒ Copies of city directory entries on or about April 1, 2010 (City Staff will obtain);
- ☒ Site visits which indicate that the age of the structure and associated improvements likely pre-date 2010;
- ☒ Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- ☐ Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- ☒ Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010 (City Staff will obtain);
- ☒ Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010 (Green Card) (City Staff will obtain); and
- ☐ Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. **Provision of documents is the responsibility of the applicant.** The City Planner's decision shall be rendered to the Department of Economic Opportunity (DEO) for a determination of consistency with the principals for guiding development.

Units which are determined not to be affected by the building permit allocation system per this subsection but which have not been previously acknowledged by the City Planner are presumed to be lawfully established per Chapter 122, Article II, Nonconformities, if the additional following requirements are met:

- a. The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and
- b. Fees: All back fee payments shall be paid current and in full, from the date determined to be the established date of the unit. All impact fees shall be paid in full for units determined to have been established after the implementation of the Impact Fee Ordinance (January 1, 1985).
- c. Occupational license with the city is updated, and street addresses are assigned commensurate with the updated unit count.

Transient units which meet the criteria in subsection 108-991 will be licensed by the city.

Additional information that may be considered as evidence to prove existence of a unit(s) includes but is not limited to the following:

1. Official Appraisal Reports;
2. Inspection reports on company letterhead; and/or
3. Similar documentation.

Attachment A

The review process for lawful unit determination is as follows:

1. Applications will be processed on a first come, first serve basis. If the property is under contract with a scheduled closing date, staff will consider an expedited review;
2. Staff will schedule a site visit to include the Building Official when the application is under review;
3. If a unit(s) is recognized, the Collections Manager will coordinate with the applicant regarding any back fees owed; and
4. The lawful unit determination shall be rendered to the DEO for a determination of consistency with the principals for guiding development.

Application checklist:

- ☐ Application fee. Please make checks payable to "City of Key West."
- ☐ Notarized verification form signed by property owner or the authorized representative.
- ☐ Notarized authorization form signed by property owner, if applicant is not the owner.
- ☐ Copy of recorded warranty deed
- ☐ Survey
- ☐ Sketch of site and floor plan
- ☐ Supporting documentation that unit existed



Attachment A

Summary

Parcel ID 00027080-000307
 Account # 9042243
 Property ID 9042243
 Millage Group 10KW
 Location Address 1009 SIMONTON ST 7, KEY WEST
 Legal Description ECHO GARDENS, A CONDOMINIUM UNIT 7 & 6.902% COMMON ELEMENTS OR2007- 1394 OR2050-650/651-C
 (Note: Not to be used on legal documents)
 Neighborhood 8051
 Property Class PROF. BLDG (1900)
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable Housing No

Owner

GARY THE CARPENTER CONSTRUCTION INC
 800 SIMONTON ST
 KEY WEST FL 33040

Valuation

	2016	2015	2014	2013
+ Market Improvement Value	\$119,689	\$119,689	\$119,689	\$112,914
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$0	\$0	\$0	\$0
= Just Market Value	\$119,689	\$119,689	\$119,689	\$112,914
= Total Assessed Value	\$119,689	\$119,689	\$119,689	\$112,914
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$119,689	\$119,689	\$119,689	\$112,914

Commercial Buildings

Style CN_5 / CN_5
 Gross Sq Ft 615
 Finished Sq Ft 615
 Perimeter 0
 Stories
 Interior Walls
 Exterior Walls
 Quality ()
 Roof Type
 Roof Material
 Exterior Wall1
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 2003
 Year Remodeled 0
 Effective Year Built 2003
 Condition AVERAGE

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/19/2004	\$283,000	Warranty Deed		2007	1394	W - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
05-1058	4/20/2005		\$500		A.T.F PERMIT FOR DECK EXTENSION.

Attachment A

Map



No data available for the following modules: Land, Buildings, Mobile Home Buildings, Yard Items, Exemptions, Sketches (click to enlarge), Photos.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

Last Data Upload: 8/23/2017 9:17:50 AM



Developed by
The Schneider
Corporation

VERNIS & BOWLING
ATTORNEYS AT LAW • EST. 1970

Attachment A

81990 OVERSEAS HWY. 3RD FLR. ISLAMORADA, FLORIDA 33036 • TELEPHONE: 305-664-4675 • FACSIMILE: 305-664-5414

SWORN AFFIDAVIT OF DIRK M. SMITS, ESQUIRE

STATE OF FLORIDA)

COUNTY OF MONROE)

My name is Dirk Smits, Esquire and I am managing attorney for Vernis & Bowling of the Florida Keys of Monroe County. My law firm leased the premises at 1009 Simonton Street, Key West, Suite 3, Unit 7, in the Condo Documents from Lola Bean Investments/Gary Burchfield from 2008 until the end of our lease.

The second floor of the Unit served as a residence for one or more of my lawyers during the years that we rented it. The unit had a kitchen, bathroom, and laundry facility as well as furnishings.

Further Affiant Sayeth Not.

Date:

8/11/17

By:

Dirk M. Smits, Esquire

SWORN TO AND SUBSCRIBED before me this 9th day of August, 2017, by DIRK M. SMITS, ESQUIRE, who is PERSONALLY KNOWN TO ME.

(SEAL)



Minerva Soto
NOTARY PUBLIC State of Florida
at Large

My commission expires: 3-18-19

DELAND, FL
FORT MYERS, FL
HOLLYWOOD, FL
ISLAMORADA, FL

JACKSONVILLE, FL
KEY WEST, FL
MIAMI, FL
NORTH PALM BEACH, FL

PENSACOLA, FL
ST. PETERSBURG, FL
TAMPA, FL
BIRMINGHAM, AL

MOBILE, AL
ATLANTA, GA
GULFPORT, MS
CHARLOTTE, NC
COLUMBIA, SC

Prepared by:
John M. Spottawood, Jr.
SPOTTWOOD, SPOTTWOOD & SPOTTWOOD
500 Fleming Street
Key West, FL 33040

Doc# 1473648
Bkn 2050 Pgn 650

Parcel ID Number:

CORRECTIVE

Warranty Deed

This Indenture, Made this 21st day of September, 2004 A.D., Between
GRAY WOLF LLC, a Florida limited liability company

of the County of Monroe, State of Florida, grantor, and
GARY THE CARPENTER CONSTRUCTION, INC., a corporation existing under the
laws of the State of Florida
whose address is: #12 Evergreen Lane, Key West, FL 33040

of the County of Monroe, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe, State of Florida to wit:

Unit 7, Building C-2 of ECHO GARDENS, a condominium, according to the
Declaration of Condominium and all exhibits attached thereto, recorded
on August 13, 2003, in O.R. Book 1920, Page 195 et. seq., of the
Public Records of Monroe County, Florida, together with an undivided
interest in the common elements as set forth in the Declaration.

This corrective deed is being recorded to correct a scrivener's error
in the legal description as shown in that Warranty Deed recorded in
Official Records Book 2007, Page 1394, Monroe County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:

GRAY WOLF LLC, a Florida limited
liability company

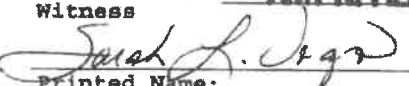
Printed Name: SARAH L. VEGA
Witness

By:  (Seal)
Gary Burchfield
P.O. Address: 310 Amelia Street
Key West, FL 33040

Printed Name: AMY N. PIERCE
Witness

By:  (Seal)
Barbara Marcus
P.O. Address: 720 Washington Street
Key West, FL 33040

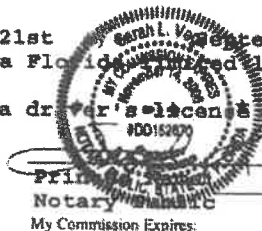
Printed Name: AMY N. PIERCE
Witness

Printed Name: 
Witness

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 21st day of September, 2004 by
GARY BURCHFIELD of GRAY WOLF LLC, a Florida limited liability company

who are personally known to me or who have produced their Florida driver's license identification



Warranty Deed - Page 2

Parcel ID Number:

Attachment A

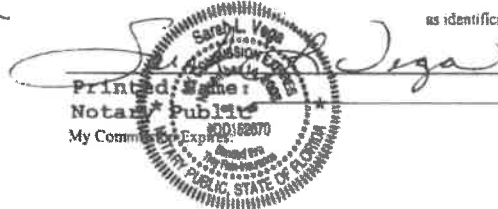
Doc# 1473649
Bk# 2050 Pg# 651

STATE OF *Florida*
COUNTY OF *Monroe*

The foregoing instrument was acknowledged before me this *7th* day of *October*, 2004 by
BARBARA MARCUS OF GRAY WOLF LLC, a Florida limited liability company

who is personally known to me or who has produced *FLDL*

as identification

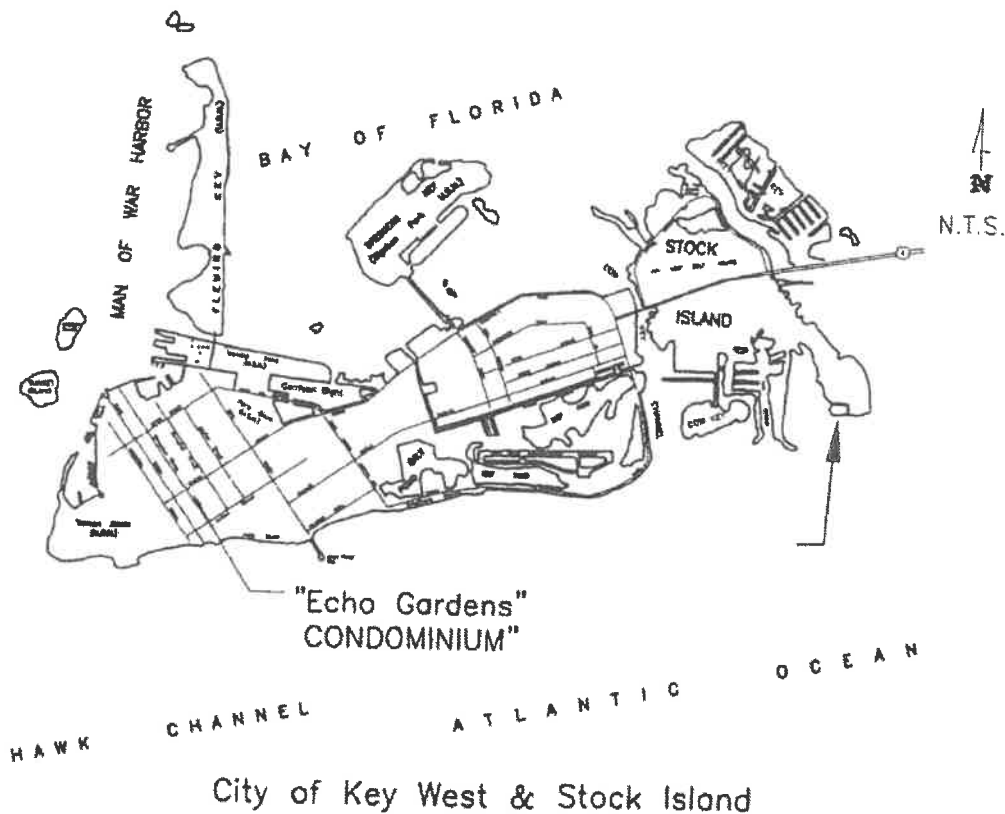


**MONROE COUNTY
OFFICIAL RECORDS**

ECHO GARDENS CONDOMINIUM

Vicinity Map

FILE #1389662
BK#1920 PG#252



Sheet 2 of 22

Echo Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 01-267	
Scale: 1"=20'	Ref. File	Flood panel No. 1736 G	Dwn. By: F.H.H.
Date: 4/21/01		Flood Zone: VE	Flood Elev. 13'
REVISIONS AND/OR ADDITIONS			
5/23/03: L.C.E.			
C:/dwg/stockisland/ocean.sld			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

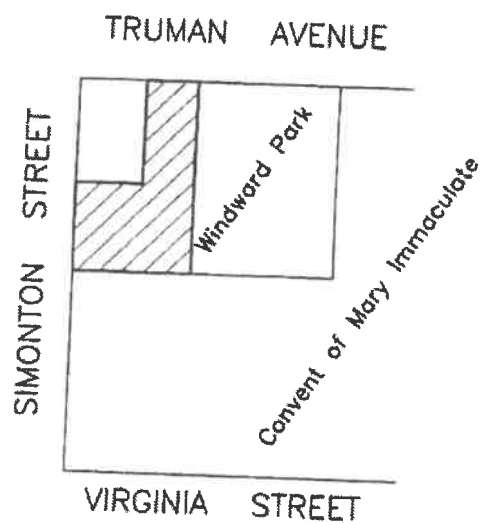
3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

ECHO GARDENS CONDOMINIUM

Attachment A

Location Map

FILE #1389662
BK#1920 PG#253



SQ. 1, TR. 11, "TIFTS'S MAP
City of Key West

Sheet 3 of 22

Echo Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY			Dwn No.: 01-267
Scale: 1"=20'	Ref. File	Flood panel No. 1736 G	Dwn. By: F.H.H.
Date: 4/21/01		Flood Zone: VE	Flood Elev. 13'
REVISIONS AND/OR ADDITIONS			
5/23/03: L.C.E.			
c/dwg/stockisland/oceanside			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

ECHO GARDENS CONDOMINIUM

Attachment A

LEGEND FOR GRAPHIC DESCRIPTION



Overall Boundary Line



L.C.E. Boundary Line



Roof Line



Unit Boundary Lines



Unit Interior Boundary

FILE #1389662
BK#1920 PG#254

Sheet 4 of 22

ECHO Gardens Condominium 604 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Dwn No.: 01-267	
Scale: 1"=20'	Ref. File	Flood panel No. 1736 G	Dwn. By: F.H.H.
Date: 4/21/01		Flood Zone: VE	Flood Elev. 13'
REVISIONS AND/OR ADDITIONS			
5/23/03 L.C.E.			
c/dwg/stockisland/oceanside			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

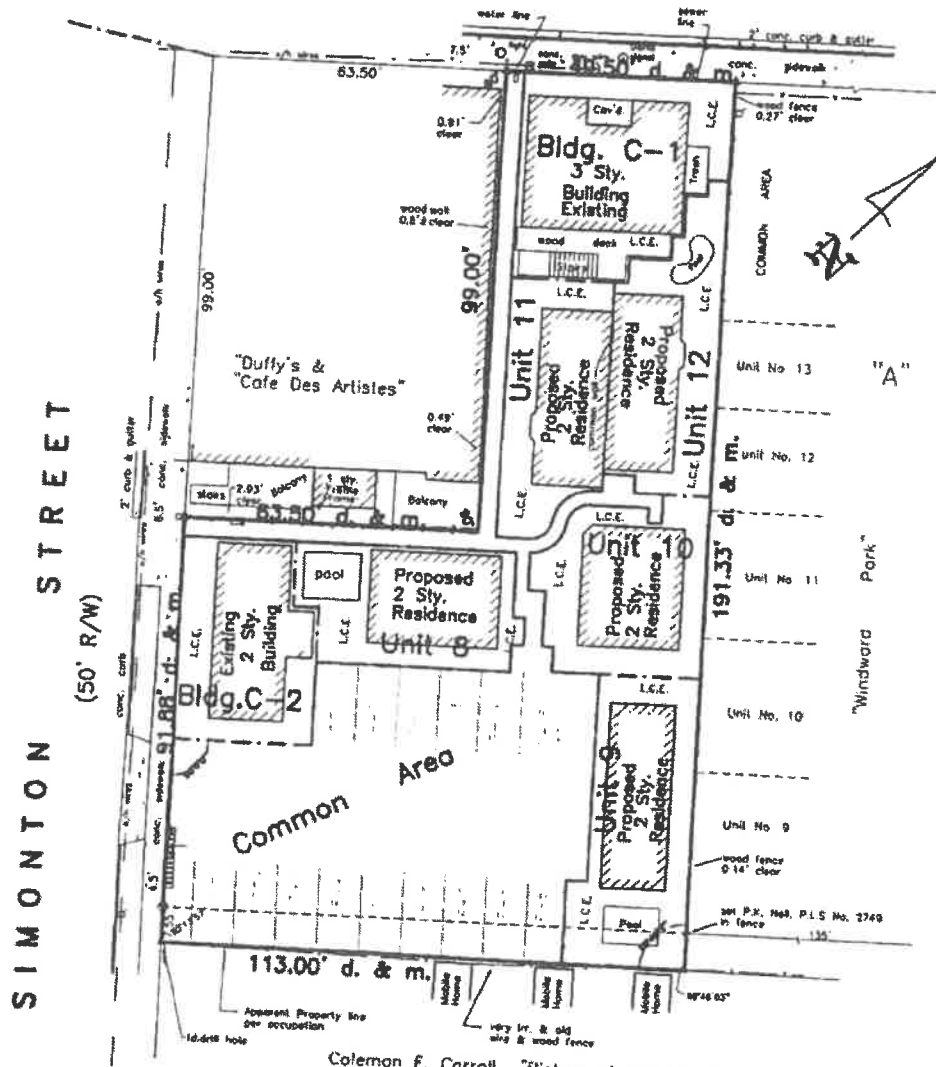
3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0486
Fax: (305) 293-0237

ECHO GARDENS CONDOMINIUM

SITE PLAN

FILE #1389662
BK#1920 PG#255

TRUMAN AVE. (U.S. No. 1)
(50' R/W)



Coleman F. Carroll "Bishop of the Diocese of Miami"

Notes.

1. Residential Units are 31'4" high
2. Unit boundaries are the exterior of the buildings. The Area between the Unit Boundary lines and the exterior building walls are Limited Common Areas (L.C.E.)

P-1 denotes parking space, L.C.E.

Sheet 5 of 22

Echo Gardens Condominium
604 Truman Avenue, Key West, Florida 33040

CONDOMINIUM SURVEY

Scale: 1"=30' Ref. 126-S File Flood panel No. 1716 H Dwn. No. 02-588
Date: 9/17/02 Flood Zone: X Dwn. By: F.H.H. Flood Elev. -

REVISIONS AND/OR ADDITIONS

5/6/03: Parking 8/3/03: Unit 10 Bldg
5/23/03: L.C.E.
7/8/03: Existing Units
c/dwg/kw/block110/echogardens

FREDERICK H. HILDEBRANDT,
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

ECHO GARDENS CONDOMINIUM

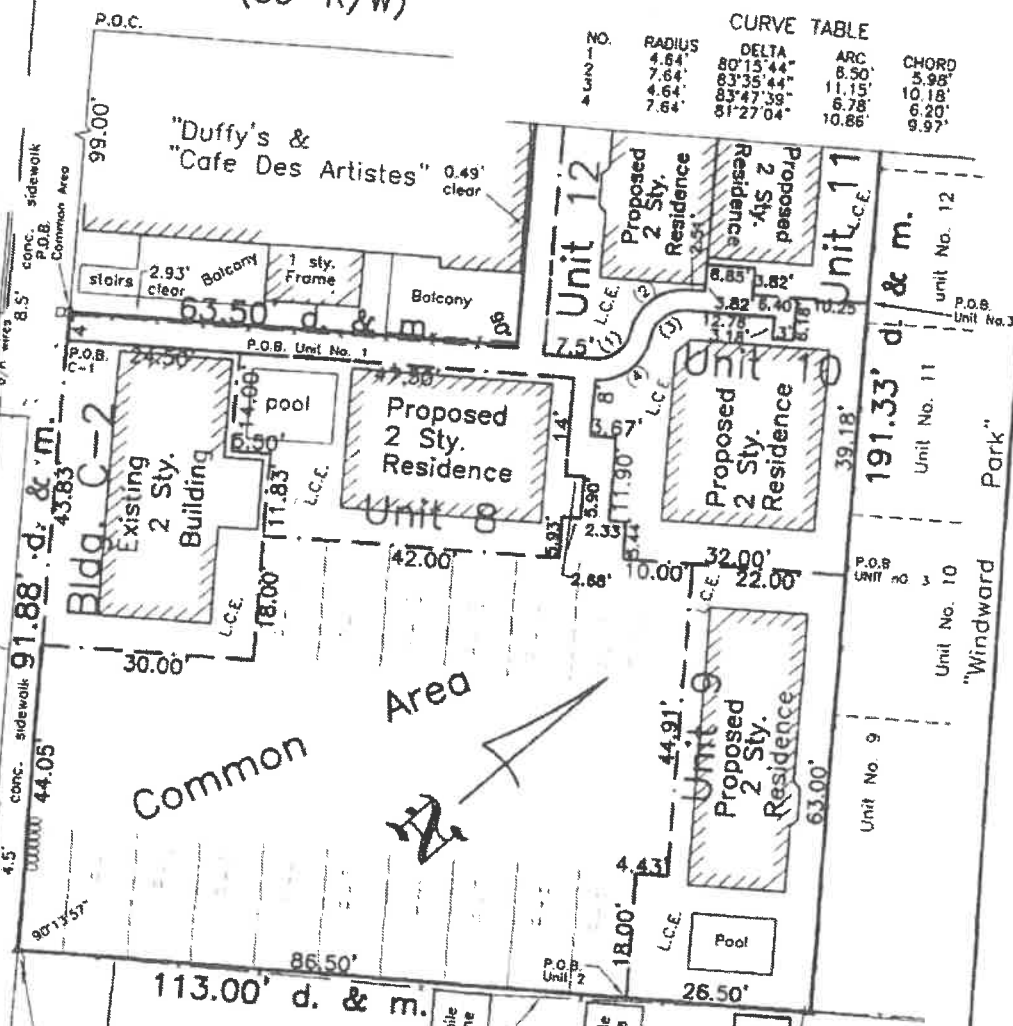
Attachment A

SITE PLAN

FILE #1389662
BK#1920 PG#256

TRUMAN AVE. (U.S. No. 1)
(50' R/W)

SIMONTON STREET (50' R/W)



NO.	RADIUS	DELTA	ARC	CHORD
1	4.64'	80°13'44"	8.50'	5.98'
2	7.64'	83°35'44"	11.15'	10.18'
3	4.64'	83°47'39"	6.78'	6.20'
4	7.64'	81°27'04"	10.86'	9.97'

- Notes:
1. Residential Units are 31'4" high
 2. Unit boundaries are the exterior of the buildings. The Area between the Unit Boundary lines and the exterior building walls are Limited Common Areas (L.C.E.)

P-1 denotes parking space, L.C.E.
Coleman F. Carroll
Echo Gardens Condominium
604 Truman Avenue, Key West, Florida 33040

Sheet 6 of 22

CONDOMINIUM SURVEY

Scale: 1"=20'

Date: 9/17/02

Ref.

Flood panel No.

Flood Zone:

Dwn No.:
02-588

Dwn. By: F.H.H.
Flood Elev.

REVISIONS AND/OR ADDITIONS

5/6/03: Unit no s

5/23/03: L.C.E.

7/8/03: Existing Units

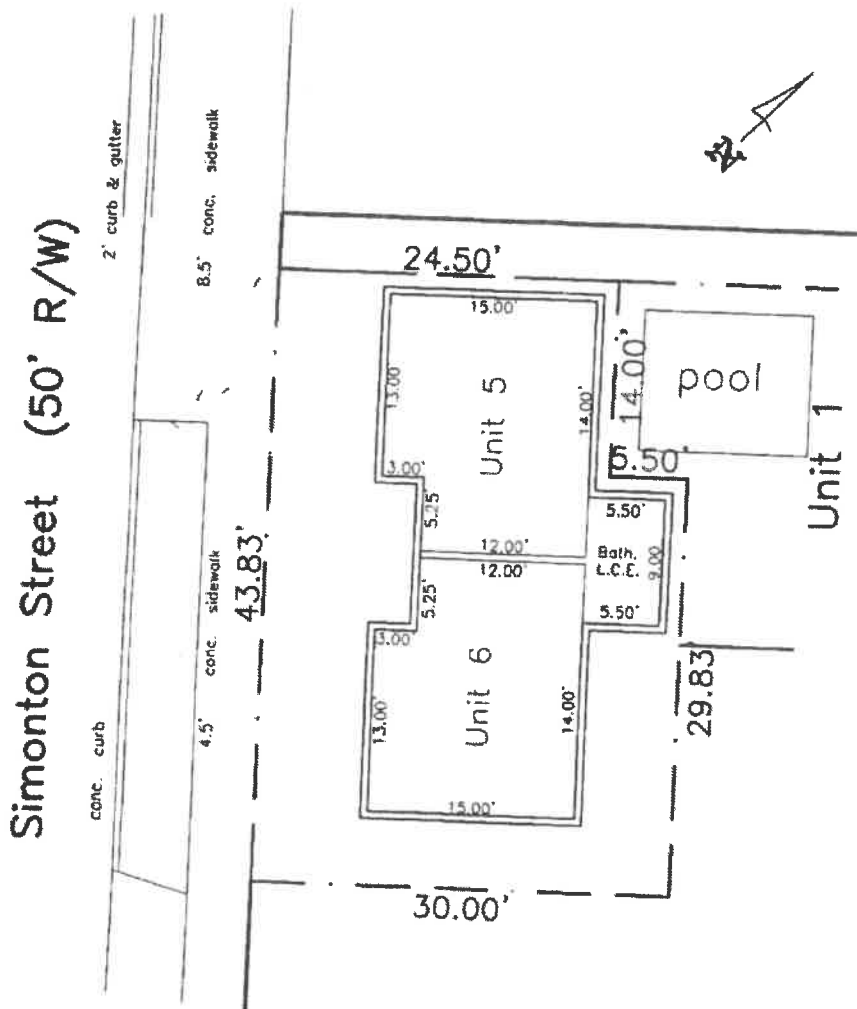
FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

ECHO GARDENS Condominium Attachment A

BUILDING C-2
1st. Floor

FILE # 1389662
BK# 1920 PG# 261



All Dimensions are 6"±

Sheet 11 of 22

Echo Gardens Condominium
604 Truman Avenue, Key West, Florida 33040

CONDOMINIUM SURVEY

Dwn. No.:
02-588

Scale: 1"=10'

Ref.

Flood panel No.

Dwn. By: F.H.H.

Date: 9/17/02

Flood Zone:

Flood Elev.

REVISIONS AND/OR ADDITIONS

5/6/03: Unit no's.

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

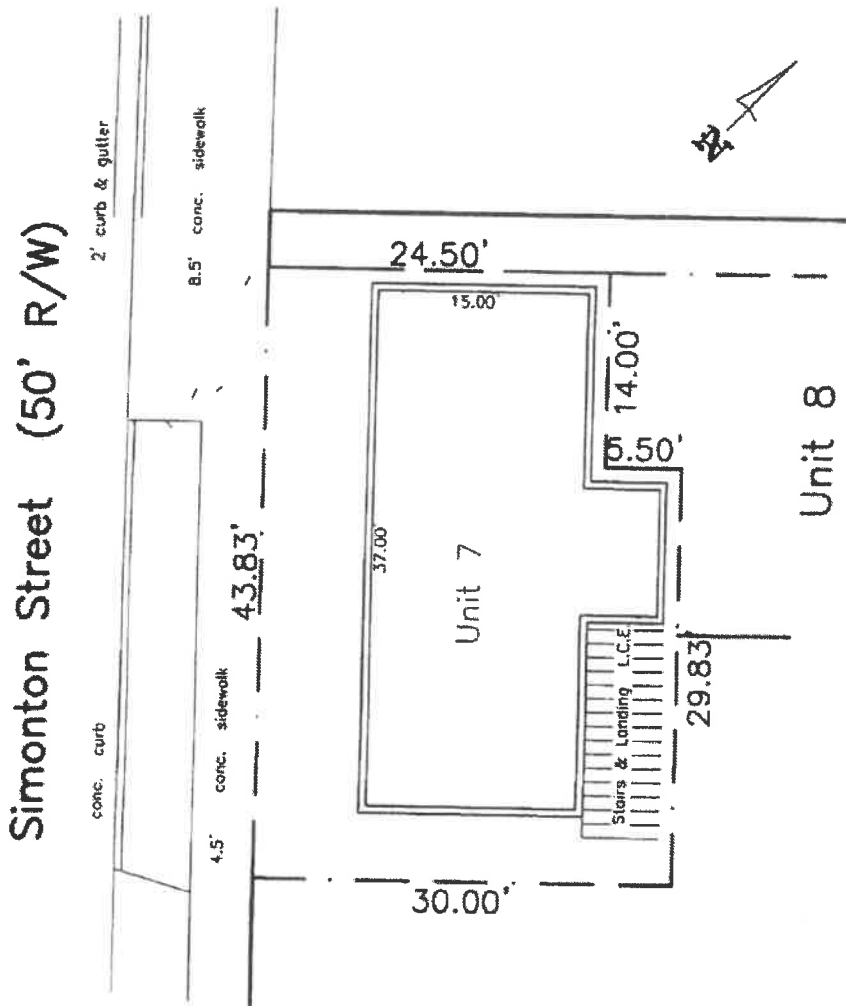
3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax: (305) 293-0237

ECHO GARDENS Condominium Attachment A

CONDOMINIUM

BUILDING C-2
2nd. Floor

FILE #1389662
BK#1920 PG#262



All Dimensions are 6"±

Sheet 12 of 22

Echo Gardens Condominium
604 Truman Avenue, Key West, Florida 33040

CONDOMINIUM SURVEY

Dwn No.:
02-588

Scale: 1"=10'

Ref.

Flood panel No.

Dwn. By: F.H.H.

Date: 9/17/02

Flood Zone:

Flood Elev.

REVISIONS AND/OR ADDITIONS

5/6/03: Unit no's.

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

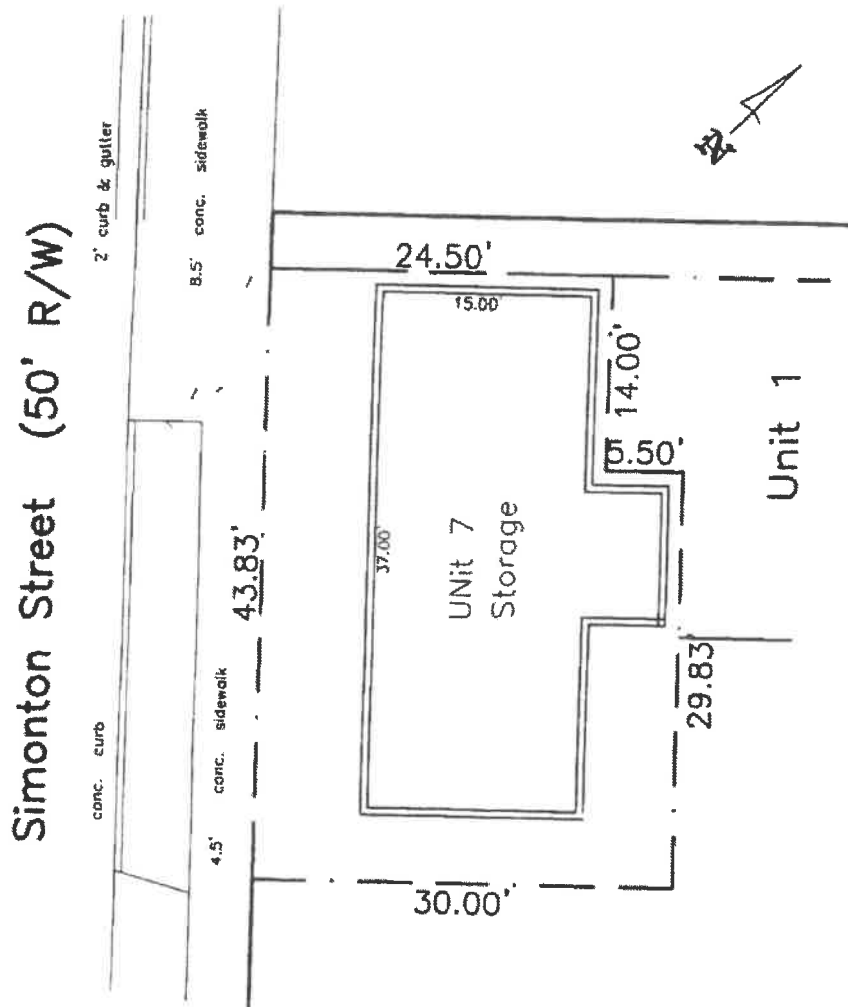
3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

ECHO GARDENS CONDOMINIUM

Attachment A

BUILDING C-2
3rd.. Floor

FILE # 1389662
BK# 1920 PG# 263



All Dimensions are 6"±

Sheet 13 of 22

Echo Gardens Condominium 804 Truman Avenue, Key West, Florida 33040			
CONDOMINIUM SURVEY		Bwn No.: 02-588	
Scale: 1"=10'	Ref.	Flood panel No.	Own. By: F.H.H.
Date: 9/17/02		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
5/6/03: Unit no's.			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

Exhibit A

SHORT TERM RENTAL LEASE

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.

This Short Term Rental Agreement Lease is made on this 03/28/2010 by AGENT/ Owner of the premises, GARY BURCHFIELD of Gary the Carpenter, Inc and Charles Perry, hereinafter called GUEST whether one or more. Witness that in consideration of the mutual covenants and conditions herein, AGENT, solely on behalf of Owner, does hereby lease and rent to GUEST the premises "1009 Simonton St. # 3" Key West, FL 33040, hereinafter called PREMISES, on the following terms and conditions:

This Lease shall begin at 12:00 on April 1, 2010 and end at 12:00 on April 7, 2010.

And for such term, GUEST agrees to pay to AGENT the total rental shown below with the maximum number of people being 6. This Lease is subject to state and local taxes which may change from time to time. Please consider travel insurance at

And for such term, GUEST further agrees to a security deposit of \$500 to be held in escrow. Said security deposit is not to be considered prepaid rent nor shall any damages or cleaning charges claimed, if any, be limited to the amount of said security deposit.

PREMISES OCCUPANCY LIMITED TO 6 GUESTS INCLUDING CHILDREN AND VISITORS.

GUEST does promise to pay the said rent as follows:

Rental Rate:	\$3500.00
FL State Tax 7.5%:	\$00.00
Security:	
Final Cleaning:	
Total Rental Balance:	\$00.00
Amount Paid:	\$00.00
Total Outstanding Balance:	\$00.00
Payment 1: 03/28/2010	\$3500.00

PAYMENTS: Within ten (10) days of receipt of your Lease, you must return the signed Lease and initial payment to AGENT. However, if you reserve your rental online making your initial payment using our credit card reservation date to return the signed Lease to AGENT's office. A copy of this Lease can be downloaded and printed from this website. Reservations made more than forty-five (45) days prior to arrival require payment of 50% of the rent. The final 50% of the rent plus tax payment, cleaning fee, and security deposit is due thirty (30) days prior to your arrival date. Within the forty-five (45) day reservation period, payment in full is required. We accept cash (when paying in person), personal or business checks, cashier's checks, money orders, travelers' as acceptable forms of payment. However, we cannot accept personal or business checks within thirty (30) days of your arrival date.

SECURITY DEPOSIT/DAMAGE CLAIM: A \$500.00 Security Deposit (increased to \$1,000 for holiday and special event stays) is due with your final payment using any of the payment methods described above. *Again, we cannot accept personal or business checks for this purpose within thirty (30) days of your arrival date.* NO matter the payment method, settlement of the Security Deposit will be made after final cleaning of the rental property and after appropriate charges including but not limited to long distance phone charges, if any, have been posted. A refund, as determined, will be made within sixty (60) days after departure.

Exhibit A

CANCELLATION REFUND POLICY: Any cancellation received sixty (60) days or more prior to the arrival date will be subject to a full refund of prepaid rent *less a cancellation fee of \$150.00*. A cancellation must be in writing and acknowledged by AGENT. Any cancellation received within sixty (60) days of the arrival date will not receive a refund *unless AGENT is able to re-rent the property for your original stay dates*. If you have purchased Travel Guard Travel Insurance, please refer to your policy for refund policies and procedures.

NOTICE: This vacation rental is governed by Chapter 509 of the Florida Statutes for Leasing and Food Services.

1. GUEST accepts the above terms and agrees to be held responsible for all breakage or other damage or loss to the PREMISES which may result from occupancy of the PREMISES except normal wear.
2. GUEST shall take good care of the PREMISES including appliances, equipment and furnishings. GUEST takes full responsibility for all conditions caused by the negligent or wrongful act or omission of the GUEST(S) and/or person(s) accompanying GUEST.
3. If GUEST defaults in the performance of any of the obligations contained herein, AGENT shall be entitled to recover all costs and expenses as well as court costs and reasonable attorney's fees.
4. AT THE END OF THE TERM, GUEST IS RESPONSIBLE FOR LEAVING THE PREMISES BROOM SWEPT CLEAN BY 10:00 AM DEPARTURE including all dishes washed and put away, all food removed from refrigerator and refrigerator wiped clean, all trash removed from the PREMISES and all beds stripped prior to departure at check-out. GUEST will be responsible for excessive cleaning charges at the AGENT's discretion.
5. Utilities are included unless otherwise noted. GUEST is responsible for all toll calls and agrees to charge all such calls to the GUEST's home phone, credit card or calling card. If necessary, any telephone charges will be deducted from the Security Deposit. There will be an additional service charge assessed to the GUEST if any long distance calls are charged to the PREMISES telephones.
6. GUEST agrees that no tents, RVs, trailers, boats or overnight campers shall be placed or parked on the PREMISES. All authorized vehicles will be parked in designated parking areas.
7. GUEST agrees and acknowledges that (a) rearranging of furniture is not permitted; (b) charcoal grilling shall not be allowed on decks, porches or close to the house or rental building; and (c) that construction may be ongoing at adjoining or nearby properties and that neither AGENT nor Owner is responsible for any objectionable noise or activity related to same.
8. GUEST acknowledges that the equipment and furnishings at the PREMISES (other than guesthouse and/or bed & breakfast properties) are to the Owner's taste and are set up for normal housekeeping. Kitchen equipment, mattress pads, pillows and bedspreads, bed linens and bath towels are provided. Guest will provide, paper products, cleaning supplies, and food items. GUEST shall not be entitled to any rebate for inoperative appliances or air conditioners. AGENT, upon being notified by GUEST of any malfunction, will make every reasonable effort to have such appliances or air conditioners repaired. Replacement or repair of any television, VCR, DVD player, radio, stereo equipment or any other advertised equipment or amenity, when provided by the Owner, is not guaranteed.
9. GUEST acknowledges that if the PREMISES is equipped with a private pool/hot tub/spa and/or has access to a community pool/hot tub/spa (the "Facilities?", then GUEST hereby accepts and agrees to the follows: (a) GUEST shall ensure that the Facilities are used in a safe manner at all times and that use of the Facilities by minors is supervised by an adult; (b) unsafe and/or unsupervised use of the Facilities by GUEST, minors or persons invited on the PREMISES by GUEST shall permit AGENT to terminate IMMEDIATELY WITHOUT NOTICE GUESTS, minor's and persons invited on the PREMISES occupancy of the PREMISES; (c) GUEST shall indemnify and hold VACATION KEY WEST (its officers, employees, agents and equity holders) and the Owner of the PREMISES harmless from and against any and all liabilities, claims and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use of the Facilities by GUEST, minors and/or persons invited on the PREMISES by GUEST.
10. GUEST agrees to indemnify and hold harmless AGENT and the Owner from and against any liability for personal injury or property damage sustained by any person (including minors and GUEST's invitees) as

Exhibit A

a result of any cause or failure of AGENT or Owner to comply with any governing Florida law or statutes unless caused by negligent or willful act of AGENT or the Owner. GUEST agrees that AGENT, the Owner or their respective representatives may enter the PREMISES during reasonable hours upon reasonable notice to GUEST to inspect the PREMISES, to make such repairs, alterations or improvements thereto as AGENT or owner may deem appropriate, or to show the PREMISES to prospective purchasers or guests.

11. In the event that GUEST does not take possession of the PREMISES or make payments as provided herein, it shall be considered a breach of this Lease and AGENT may re-rent the PREMISES without liability on the part of AGENT to GUEST. After the Lease is signed, rental deposits will be returned only if and when AGENT is able to re-rent the PREMISES for the original stay days covered by this Lease.
12. AT NO TIME shall the number of persons be in excess of the occupancy limit as referenced on Page 1 with the exception of temporary visitors. Exceeding the occupancy limit shall be deemed a breach of this Lease and AGENT has the right to terminate the Lease and retain the total rental fee plus the Security Deposit. The hosting of parties anywhere on the PREMISES is not permitted without AGENT approval.
13. The Security Deposit less any sums retained by AGENT for damages, long distance telephone calls, and/or excessive cleaning charges, shall be refunded within sixty (60) days from day of GUEST's departure.
14. No smoking is allowed inside the PREMISES.
15. GUEST acknowledges being offered insurance to compensate GUEST for losses or damages resulting from loss of use of the PREMISES due to a mandatory evacuation order. If GUEST refuses said offer, GUEST shall not be entitled to a refund of monies paid, except security deposit in the event of said mandatory evacuation. GUEST expressly agrees to comply with all orders of evacuation by governmental authorities.
16. It is agreed and understood that unless noted elsewhere in this Lease no pets are allowed in or on the PREMISES and any violation of this covenant (including exceeding the number and/or size of permitted pets) will be considered a breach of this Lease and all security monies shall be automatically forfeited.
17. **The PREMISES are not available to "Spring Breakers" or persons under the age of twenty-five (25) unless accompanied by a parent or guardian. Misrepresentation shall void this Lease and all monies shall be forfeited.**
18. GUEST and AGENT agree to the Lease and the Terms and Policies on the previous pages.
19. Owner/AGENT is not responsible nor liable for loss, theft or personal injuries or casualties sustained by GUEST and/or persons accompanying GUEST.
20. AGENT reserves the right to substitute PREMISES if the situation should warrant, at AGENT'S discretion, with premises of equal or better quality.
21. This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action relating to this Lease shall be instituted and prosecuted in the courts of Monroe County, Florida.
22. GUEST shall pay reasonable attorney's fees and all costs in the event that GUEST fails to comply with its obligations under this Lease and the matter is referred to an attorney by AGENT. If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the PREMISES, the prevailing party shall be entitled to recover from the other party, reasonable attorneys fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
23. Except as prohibited by law, Owner/AGENT and GUEST hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, inducement for Owner and AGENT to enter into the Lease.
24. This Lease contains the entire agreement between the parties hereto, and all previous negotiations leading hereto, and it may be modified only by an agreement, in writing signed by the AGENT and GUEST. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and legal assigns of the parties to this Lease.
25. Travel Insurance Accepted ☐ ☐ Travel Insurance Declined ☐ ☐

Exhibit A

Please sign below and initial the bottom of each previous page to acknowledge that you have & read this Lease in its entirety and agree to the terms contained herein. This Lease become valid when signed by both GUEST and Gary Burchfield (AGENT)

By Guest:  _____

BY: Gary Burchfield

BY: _____

Exhibit B

SHORT TERM RENTAL LEASE

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.

This Short Term Rental Agreement Lease is made on this 04/08/2010 by AGENT/ Owner of the premises, GARY BURCHFIELD of Gary the Carpenter, Inc and Jim Phillips, hereinafter called GUEST whether one or more. Witness that in consideration of the mutual covenants and conditions herein, AGENT, solely on behalf of Owner, does hereby lease and rent to GUEST the premises "1009 Simonton St. # 3" Key West, FL 33040, hereinafter called PREMISES, on the following terms and conditions:

This Lease shall begin at 12:00 on April 8, 2010 and end at 12:00 on April 15, 2010.

And for such term, GUEST agrees to pay to AGENT the total rental shown below with the maximum number of people being 6. This Lease is subject to state and local taxes which may change from time to time. Please consider travel insurance at

And for such term, GUEST further agrees to a security deposit of \$500 to be held in escrow. Said security deposit is not to be considered prepaid rent nor shall any damages or cleaning charges claimed, if any, be limited to the amount of said security deposit.

PREMISES OCCUPANCY LIMITED TO 6 GUESTS INCLUDING CHILDREN AND VISITORS.

GUEST does promise to pay the said rent as follows:

Rental Rate:	\$3500.00
FL State Tax 7.5%:	\$00.00
Security:	
Final Cleaning:	
Total Rental Balance:	\$00.00
Amount Paid:	\$00.00
Total Outstanding Balance:	\$00.00
Payment 1: 04/08/2010	\$3500.00

PAYMENTS: Within ten (10) days of receipt of your Lease, you must return the signed Lease and initial payment to AGENT. However, if you reserve your rental online making your initial payment using our credit card reservation date to return the signed Lease to AGENT's office. A copy of this Lease can be downloaded and printed from this website. Reservations made more than forty-five (45) days prior to arrival require payment of 50% of the rent. The final 50% of the rent plus tax payment, cleaning fee, and security deposit is due thirty (30) days prior to your arrival date. Within the forty-five (45) day reservation period, payment in full is required. We accept cash (when paying in person), personal or business checks, cashier's checks, money orders, travelers' as acceptable forms of payment. However, we cannot accept personal or business checks within thirty (30) days of your arrival date.

SECURITY DEPOSIT/DAMAGE CLAIM: A \$500.00 Security Deposit (increased to \$1,000 for holiday and special event stays) is due with your final payment using any of the payment methods described above. *Again, we cannot accept personal or business checks for this purpose within thirty (30) days of your arrival date.* NO matter the payment method, settlement of the Security Deposit will be made after final cleaning of the rental property and after appropriate charges including but not limited to long distance phone charges, if any, have been posted. A refund, as determined, will be made within sixty (60) days after departure.



Exhibit B

CANCELLATION REFUND POLICY: Any cancellation received sixty (60) days or more prior to the arrival date will be subject to a full refund of prepaid rent *less a cancellation fee of \$150.00*. A cancellation must be in writing and acknowledged by AGENT. Any cancellation received within sixty (60) days of the arrival date will not receive a refund *unless AGENT is able to re-rent the property for your original stay dates*. If you have purchased Travel Guard Travel Insurance, please refer to your policy for refund policies and procedures.

NOTICE: This vacation rental is governed by Chapter 509 of the Florida Statutes for Leasing and Food Services.

1. GUEST accepts the above terms and agrees to be held responsible for all breakage or other damage or loss to the PREMISES which may result from occupancy of the PREMISES except normal wear.
2. GUEST shall take good care of the PREMISES including appliances, equipment and furnishings. GUEST takes full responsibility for all conditions caused by the negligent or wrongful act or omission of the GUEST(S) and/or person(s) accompanying GUEST.
3. If GUEST defaults in the performance of any of the obligations contained herein, AGENT shall be entitled to recover all costs and expenses as well as court costs and reasonable attorney's fees.
4. AT THE END OF THE TERM, GUEST IS RESPONSIBLE FOR LEAVING THE PREMISES BROOM SWEEP CLEAN BY 10:00 AM DEPARTURE including all dishes washed and put away, all food removed from refrigerator and refrigerator wiped clean, all trash removed from the PREMISES and all beds stripped prior to departure at check-out. GUEST will be responsible for excessive cleaning charges at the AGENT's discretion.
5. Utilities are included unless otherwise noted. GUEST is responsible for all toll calls and agrees to charge all such calls to the GUEST's home phone, credit card or calling card. If necessary, any telephone charges will be deducted from the Security Deposit. There will be an additional service charge assessed to the GUEST if any long distance calls are charged to the PREMISES telephones.
6. GUEST agrees that no tents, RVs, trailers, boats or overnight campers shall be placed or parked on the PREMISES. All authorized vehicles will be parked in designated parking areas.
7. GUEST agrees and acknowledges that (a) rearranging of furniture is not permitted; (b) charcoal grilling shall not be allowed on decks, porches or close to the house or rental building; and (c) that construction may be ongoing at adjoining or nearby properties and that neither AGENT nor Owner is responsible for any objectionable noise or activity related to same.
8. GUEST acknowledges that the equipment and furnishings at the PREMISES (other than guesthouse and/or bed & breakfast properties) are to the Owner's taste and are set up for normal housekeeping. Kitchen equipment, mattress pads, pillows and bedspreads, bed linens and bath towels are provided. Guest will provide, paper products, cleaning supplies, and food items. GUEST shall not be entitled to any rebate for inoperative appliances or air conditioners. AGENT, upon being notified by GUEST of any malfunction, will make every reasonable effort to have such appliances or air conditioners repaired. Replacement or repair of any television, VCR, DVD player, radio, stereo equipment or any other advertised equipment or amenity, when provided by the Owner, is not guaranteed.
9. GUEST acknowledges that if the PREMISES is equipped with a private pool/hot tub/spa and/or has access to a community pool/hot tub/spa (the "Facilities?", then GUEST hereby accepts and agrees to the follows: (a) GUEST shall ensure that the Facilities are used in a safe manner at all times and that use of the Facilities by minors is supervised by an adult; (b) unsafe and/or unsupervised use of the Facilities by GUEST, minors or persons invited on the PREMISES by GUEST shall permit AGENT to terminate IMMEDIATELY WITHOUT NOTICE GUESTS, minor's and persons invited on the PREMISES occupancy of the PREMISES; (c) GUEST shall indemnify and hold VACATION KEY WEST (its officers, employees, agents and equity holders) and the Owner of the PREMISES harmless from and against any and all liabilities, claims and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use of the Facilities by GUEST, minors and/or persons invited on the PREMISES by GUEST.
10. GUEST agrees to indemnify and hold harmless AGENT and the Owner from and against any liability for personal injury or property damage sustained by any person (including minors and GUEST's invitees) as

A handwritten signature in dark ink, appearing to be 'JP' or similar, is written over the bottom of the list.

Exhibit B

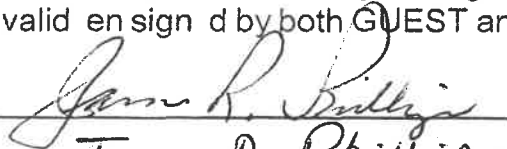
- a result of any cause or failure of AGENT or Owner to comply with any governing Florida law or statutes unless caused by negligent or willful act of AGENT or the Owner. GUEST agrees that AGENT, the Owner or their respective representatives may enter the PREMISES during reasonable hours upon reasonable notice to GUEST to inspect the PREMISES, to make such repairs, alterations or improvements thereto as AGENT or owner may deem appropriate, or to show the PREMISES to prospective purchasers or guests.
11. In the event that GUEST does not take possession of the PREMISES or make payments as provided herein, it shall be considered a breach of this Lease and AGENT may re-rent the PREMISES without liability on the part of AGENT to GUEST. After the Lease is signed, rental deposits will be returned only if and when AGENT is able to re-rent the PREMISES for the original stay days covered by this Lease.
 12. AT NO TIME shall the number of persons be in excess of the occupancy limit as referenced on Page 1 with the exception of temporary visitors. Exceeding the occupancy limit shall be deemed a breach of this Lease and AGENT has the right to terminate the Lease and retain the total rental fee plus the Security Deposit. The hosting of parties anywhere on the PREMISES is not permitted without AGENT approval.
 13. The Security Deposit less any sums retained by AGENT for damages, long distance telephone calls, and/or excessive cleaning charges, shall be refunded within sixty (60) days from day of GUEST's departure.
 14. No smoking is allowed inside the PREMISES.
 15. GUEST acknowledges being offered insurance to compensate GUEST for losses or damages resulting from loss of use of the PREMISES due to a mandatory evacuation order. If GUEST refuses said offer, GUEST shall not be entitled to a refund of monies paid, except security deposit in the event of said mandatory evacuation. GUEST expressly agrees to comply with all orders of evacuation by governmental authorities.
 16. It is agreed and understood that unless noted elsewhere in this Lease no pets are allowed in or on the PREMISES and any violation of this covenant (including exceeding the number and/or size of permitted pets) will be considered a breach of this Lease and all security monies shall be automatically forfeited.
 17. **The PREMISES are not available to "Spring Breakers" or persons under the age of twenty-five (25) unless accompanied by a parent or guardian. Misrepresentation shall void this Lease and all monies shall be forfeited.**
 18. GUEST and AGENT agree to the Lease and the Terms and Policies on the previous pages.
 19. Owner/AGENT is not responsible nor liable for loss, theft or personal injuries or casualties sustained by GUEST and/or persons accompanying GUEST.
 20. AGENT reserves the right to substitute PREMISES if the situation should warrant, at AGENT'S discretion, with premises of equal or better quality.
 21. This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action relating to this Lease shall be instituted and prosecuted in the courts of Monroe County, Florida.
 22. GUEST shall pay reasonable attorney's fees and all costs in the event that GUEST fails to comply with its obligations under this Lease and the matter is referred to an attorney by AGENT. If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the PREMISES, the prevailing party shall be entitled to recover from the other party, reasonable attorneys fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
 23. Except as prohibited by law, Owner/AGENT and GUEST hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, inducement for Owner and AGENT to enter into the Lease.
 24. This Lease contains the entire agreement between the parties hereto, and all previous negotiations leading hereto, and it may be modified only by an agreement, in writing signed by the AGENT and GUEST. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and legal assigns of the parties to this Lease.
 25. Travel Insurance Accepted ☐ Travel Insurance Declined ☐



Exhibit B

Please sign below and initial the bottom of each previous page to acknowledge that you have & read this Lease in its entirety and agree to the terms contained herein. This Lease become valid en sign d by both GUEST and Gary Burchfield (AGENT)

By Guest:


JAMES R. Phillips

BY: Gary Burchfield

BY: _____



Exhibit C

SHORT TERM RENTAL LEASE

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.

This Short Term Rental Agreement Lease is made on this 04/12/2010 by AGENT/ Owner of the premises, GARY BURCHFIELD of Gary the Carpenter, Inc and Joe Glogger, hereinafter called GUEST whether one or more. Witness that in consideration of the mutual covenants and conditions herein, AGENT, solely on behalf of Owner, does hereby lease and rent to GUEST the premises "1009 Simonton St. # 3" Key West, FL 33040, hereinafter called PREMISES, on the following terms and conditions:

This Lease shall begin at 12:00 on April 16, 2010 and end at 12:00 on April 23, 2010.

And for such term, GUEST agrees to pay to AGENT the total rental shown below with the maximum number of people being 6. This Lease is subject to state and local taxes which may change from time to time. Please consider travel insurance at

And for such term, GUEST further agrees to a security deposit of \$500 to be held in escrow. Said security deposit is not to be considered prepaid rent nor shall any damages or cleaning charges claimed, if any, be limited to the amount of said security deposit.

PREMISES OCCUPANCY LIMITED TO 6 GUESTS INCLUDING CHILDREN AND VISITORS.

GUEST does promise to pay the said rent as follows:

Rental Rate:	\$3500.00
FL State Tax 7.5%:	\$00.00
Security:	
Final Cleaning:	
Total Rental Balance:	\$00.00
Amount Paid:	\$00.00
Total Outstanding Balance:	\$00.00
Payment 1: 04/12/2010	\$3500.00

PAYMENTS: Within ten (10) days of receipt of your Lease, you must return the signed Lease and initial payment to AGENT. However, if you reserve your rental online making your initial payment using our credit card reservation date to return the signed Lease to AGENT's office. A copy of this Lease can be downloaded and printed from this website. Reservations made more than forty-five (45) days prior to arrival require payment of 50% of the rent. The final 50% of the rent plus tax payment, cleaning fee, and security deposit is due thirty (30) days prior to your arrival date. Within the forty-five (45) day reservation period, payment in full is required. We accept cash (when paying in person), personal or business checks, cashier's checks, money orders, travelers' as acceptable forms of payment. However, we cannot accept personal or business checks within thirty (30) days of your arrival date.

SECURITY DEPOSIT/DAMAGE CLAIM: A \$500.00 Security Deposit (increased to \$1,000 for holiday and special event stays) is due with your final payment using any of the payment methods described above. *Again, we cannot accept personal or business checks for this purpose within thirty (30) days of your arrival date.* NO matter the payment method, settlement of the Security Deposit will be made after final cleaning of the rental property and after appropriate charges including but not limited to long distance phone charges, if any, have been posted. A refund, as determined, will be made within sixty (60) days after departure.

Exhibit C

CANCELLATION REFUND POLICY: Any cancellation received sixty (60) days or more prior to the arrival date will be subject to a full refund of prepaid rent *less a cancellation fee of \$150.00*. A cancellation must be in writing and acknowledged by AGENT. Any cancellation received within sixty (60) days of the arrival date will not receive a refund *unless AGENT is able to re-rent the property for your original stay dates*. If you have purchased Travel Guard Travel Insurance, please refer to your policy for refund policies and procedures.

NOTICE: This vacation rental is governed by Chapter 509 of the Florida Statutes for Leasing and Food Services.

1. GUEST accepts the above terms and agrees to be held responsible for all breakage or other damage or loss to the PREMISES which may result from occupancy of the PREMISES except normal wear.
2. GUEST shall take good care of the PREMISES including appliances, equipment and furnishings. GUEST takes full responsibility for all conditions caused by the negligent or wrongful act or omission of the GUEST(S) and/or person(s) accompanying GUEST.
3. If GUEST defaults in the performance of any of the obligations contained herein, AGENT shall be entitled to recover all costs and expenses as well as court costs and reasonable attorney's fees.
4. AT THE END OF THE TERM, GUEST IS RESPONSIBLE FOR LEAVING THE PREMISES BROOM SWEPT CLEAN BY 10:00 AM DEPARTURE including all dishes washed and put away, all food removed from refrigerator and refrigerator wiped clean, all trash removed from the PREMISES and all beds stripped prior to departure at check-out. GUEST will be responsible for excessive cleaning charges at the AGENT's discretion.
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6. GUEST agrees that no tents, RVs, trailers, boats or overnight campers shall be placed or parked on the PREMISES. All authorized vehicles will be parked in designated parking areas.
7. GUEST agrees and acknowledges that (a) rearranging of furniture is not permitted; (b) charcoal grilling shall not be allowed on decks, porches or close to the house or rental building; and (c) that construction may be ongoing at adjoining or nearby properties and that neither AGENT nor Owner is responsible for any objectionable noise or activity related to same.
8. GUEST acknowledges that the equipment and furnishings at the PREMISES (other than guesthouse and/or bed & breakfast properties) are to the Owner's taste and are set up for normal housekeeping. Kitchen equipment, mattress pads, pillows and bedspreads, bed linens and bath towels are provided. Guest will provide, paper products, cleaning supplies, and food items. GUEST shall not be entitled to any rebate for inoperative appliances or air conditioners. AGENT, upon being notified by GUEST of any malfunction, will make every reasonable effort to have such appliances or air conditioners repaired. Replacement or repair of any television, VCR, DVD player, radio, stereo equipment or any other advertised equipment or amenity, when provided by the Owner, is not guaranteed.
9. GUEST acknowledges that if the PREMISES is equipped with a private pool/hot tub/spa and/or has access to a community pool/hot tub/spa (the "Facilities?", then GUEST hereby accepts and agrees to the follows: (a) GUEST shall ensure that the Facilities are used in a safe manner at all times and that use of the Facilities by minors is supervised by an adult; (b) unsafe and/or unsupervised use of the Facilities by GUEST, minors or persons invited on the PREMISES by GUEST shall permit AGENT to terminate IMMEDIATELY WITHOUT NOTICE GUESTS, minor's and persons invited on the PREMISES occupancy of the PREMISES; (c) GUEST shall indemnify and hold VACATION KEY WEST (its officers, employees, agents and equity holders) and the Owner of the PREMISES harmless from and against any and all liabilities, claims and expenses for personal injury or property damage resulting from unsafe and/or unsupervised use of the Facilities by GUEST, minors and/or persons invited on the PREMISES by GUEST.
10. GUEST agrees to indemnify and hold harmless AGENT and the Owner from and against any liability for personal injury or property damage sustained by any person (including minors and GUEST's invitees) as

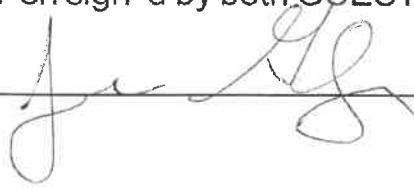
Exhibit C

- a result of any cause or failure of AGENT or Owner to comply with any governing Florida law or statutes unless caused by negligent or willful act of AGENT or the Owner. GUEST agrees that AGENT, the Owner or their respective representatives may enter the PREMISES during reasonable hours upon reasonable notice to GUEST to inspect the PREMISES, to make such repairs, alterations or improvements thereto as AGENT or owner may deem appropriate, or to show the PREMISES to prospective purchasers or guests.
11. In the event that GUEST does not take possession of the PREMISES or make payments as provided herein, it shall be considered a breach of this Lease and AGENT may re-rent the PREMISES without liability on the part of AGENT to GUEST. After the Lease is signed, rental deposits will be returned only if and when AGENT is able to re-rent the PREMISES for the original stay days covered by this Lease.
 12. AT NO TIME shall the number of persons be in excess of the occupancy limit as referenced on Page 1 with the exception of temporary visitors. Exceeding the occupancy limit shall be deemed a breach of this Lease and AGENT has the right to terminate the Lease and retain the total rental fee plus the Security Deposit. The hosting of parties anywhere on the PREMISES is not permitted without AGENT approval.
 13. The Security Deposit less any sums retained by AGENT for damages, long distance telephone calls, and/or excessive cleaning charges, shall be refunded within sixty (60) days from day of GUEST's departure.
 14. No smoking is allowed inside the PREMISES.
 15. GUEST acknowledges being offered insurance to compensate GUEST for losses or damages resulting from loss of use of the PREMISES due to a mandatory evacuation order. If GUEST refuses said offer, GUEST shall not be entitled to a refund of monies paid, except security deposit in the event of said mandatory evacuation. GUEST expressly agrees to comply with all orders of evacuation by governmental authorities.
 16. It is agreed and understood that unless noted elsewhere in this Lease no pets are allowed in or on the PREMISES and any violation of this covenant (including exceeding the number and/or size of permitted pets) will be considered a breach of this Lease and all security monies shall be automatically forfeited.
 17. **The PREMISES are not available to "Spring Breakers" or persons under the age of twenty-five (25) unless accompanied by a parent or guardian. Misrepresentation shall void this Lease and all monies shall be forfeited.**
 18. GUEST and AGENT agree to the Lease and the Terms and Policies on the previous pages.
 19. Owner/AGENT is not responsible nor liable for loss, theft or personal injuries or casualties sustained by GUEST and/or persons accompanying GUEST.
 20. AGENT reserves the right to substitute PREMISES if the situation should warrant, at AGENT'S discretion, with premises of equal or better quality.
 21. This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action relating to this Lease shall be instituted and prosecuted in the courts of Monroe County, Florida.
 22. GUEST shall pay reasonable attorney's fees and all costs in the event that GUEST fails to comply with its obligations under this Lease and the matter is referred to an attorney by AGENT. If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the PREMISES, the prevailing party shall be entitled to recover from the other party, reasonable attorneys fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
 23. Except as prohibited by law, Owner/AGENT and GUEST hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, inducement for Owner and AGENT to enter into the Lease.
 24. This Lease contains the entire agreement between the parties hereto, and all previous negotiations leading hereto, and it may be modified only by an agreement, in writing signed by the AGENT and GUEST. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and legal assigns of the parties to this Lease.
 25. Travel Insurance Accepted_ _ Travel Insurance Declined_ _

Exhibit C

Please sign below and initial the bottom of each previous page to acknowledge that you have & read this Lease in its entirety and agree to the terms contained herein. This Lease become valid en sign d by both GUEST and Gary Burchfield (AGENT)

By Guest:



BY: Gary Burchfield

BY:
