

**OCCUPANCY AGREEMENT**

This agreement made this day of \_\_\_\_\_, 20\_\_\_\_, between Andrew Thierry, Landlord, and \_\_\_\_\_ Tenant, for the unit located at: 702-15000 Ocean Sands II Gulf Blvd. Madeira Beach, Florida 33708. Parking Stall #32. Phone: (727) 319-0587

1. **TERM/OCCUPANCY:** Rental period commences 3:00 p.m. \_\_\_\_\_ / 20\_\_\_\_, and ends 11:00 a.m. \_\_\_\_\_, 20\_\_\_\_ for a total of \_\_\_\_\_ weeks. Number of tenants: \_\_\_\_\_

2. **RENT:** The rent for these dates is

\_\_\_\_\_ per week

x \_\_\_\_\_ Number of Weeks

= \_\_\_\_\_ Total rent based on 4 person occupancy (e.g. 2 weeks at \$700 = \$1400 total rent)

+ \_\_\_\_\_ 11% Florida taxes (e.g. \$1400 total rent x 11% = \$154 Florida Tax)

+ \_\_\_\_\_ \$90 Cleaning fee

+ \_\_\_\_\_ \$70 surcharge per week, for occupancy over 4 with 6 max. (under age 5 is free)

= \_\_\_\_\_ Total Amount Due on: \_\_/\_\_/20\_\_ (30 days prior to check in date).

3. **SECURITY DEPOSIT:** Tenant shall pay in advance, at the same time of the execution of this agreement, \$300.00 (U.S.) as a security deposit. The security deposit shall be returned subject to damage and the keys returned to owner by tenant. This contract shall not limit landlords remedies in the event of damages caused by tenants in excess of \$300. Tenant agrees to pay landlord within 30 days of being notified for all damages in excess of security deposit or tenant agrees to pay all reasonable collection costs, including landlord's attorney, court and legal fees in addition to repair costs. All tenants are individually responsible for all damages incurred during the term/occupancy in section 1 this contract.

4. **IF THE TENANT FAILS TO OCCUPY UNIT:** Landlord will be entitled to, and shall retain as liquidated damages, the full amount of the security deposit paid by the Tenant, unless 60 days notice is given in writing to the Landlord. A \$50 service fee will be retained for all cancellations.

5. **ALTERATIONS:** Tenant shall make no alterations or improvements to the unit without prior written consent of the Landlord.

6. **RULES AND REGULATIONS:** Tenant hereby expressly agrees to abide by the rules and regulations of the condominium or homeowner's association in which the unit is located.

7. **VIOLATIONS:** If the tenant breaches any terms of this agreement, breaches any rule or regulation which is applicable, or is guilty of misconduct, these actions will give the right to the Landlord to terminate this agreement.

8. **DOCUMENTATION CORRECTIONS:** Tenant agrees that any mathematical errors above in tax calculation, totaling, etc will be adjusted and will not void this contract. Weekly rent and fees posted on website are guaranteed.

This occupancy agreement has been duly executed as of the day and year first above.

**ACCEPTED:**

\_\_\_\_\_  
Andrew Thierry\*, Landlord  
682 Rose Inn Avenue  
Nazareth, PA 18064-9155  
**Weekends: (610) 614-1524**  
**Fax: (610) 614-1967**

**TENANT:**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINT NAME

**Where to send keys & security deposit refund:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: (if applicable) \_\_\_\_\_

Home Phone : \_\_\_\_\_ Work Phone : \_\_\_\_\_ Cell: \_\_\_\_\_

Send this agreement to Andrew Thierry at address above\* to reserve your vacation.

Choose how you wish to be notified of reservation confirmation:

US MAIL  FAX: \_\_\_\_\_  EMAIL: \_\_\_\_\_ @ \_\_\_\_\_