



**RENTAL AGREEMENT**  
**2330 Prairie Avenue**  
**Miami Beach, Florida 33140 USA**

**I. TERMS AND PARTIES.**

This is a lease ("Lease") beginning at 3:00 pm (check in) on «Check\_In\_Date» and ending at 11:00 am (check out) on «Check\_Out\_Date», (total number of nights «Nights»), ("Lease Term"), between Paul Kneeland ("Landlord") and «First\_Name» «Last\_Name» ("Tenant"). The Lease can be renewed, amended, or extended, only by written agreement. Additional charges may apply for early check in or late check out. Please contact the landlord's agent in advance.

Tenant Information:

«First\_Name» «Last\_Name»

Address: (Primary Residence)

«Street\_Address\_1»

«Street\_Address\_2»

«City» «State» «Postal\_Code»

«Country»

Cell Phone: «Cell\_Phone» E-Mail: «EMail»

**II. PROPERTY.**

Landlord leases to Tenant the land, building, furnishings, and household items ("Property") located at 2330 Prairie Avenue, Miami Beach, Florida, 33140 USA as further described in Exhibit A attached hereto. This Agreement «Includes\_Excludes\_Guest\_House» Tenant's use of the Guest House. Should the Tenant elect not to lease the Guest House under this Agreement, it is understood that it will remain unoccupied by the tenant or any other party during the term of this Agreement.

**III. LANDLORD SERVICES.** None

**IV. RENT AND DEPOSITS.**

- a. Rent for the Main House during the lease term is «Rent\_Main\_House» USD.

- b. Rent for the Guest House during the lease term is «Rent\_Guest\_House» USD.
- c. Additional rent for pool heating during the Lease term is «Cost\_Pool\_Heating» USD.
- d. Casa SoBe utilizes PayPal to collect the first half of the rent. You will receive an invoice from PayPal in the amount of «First\_Half\_Rent» USD. All payments shall be made payable to Casa SoBe. Reservations will not be held until receipt of rental deposit and confirmation from the Landlord's Agent.
- e. All rent is non-refundable except for the conditions outlined in Paragraph X.
- f. The balance of the rent in the amount of «Rent\_Balance» USD and the cleaning fee of «Cleaning\_Fee» USD totaling «Rent\_Balance\_and\_Cleaning\_Fee» USD shall be given to the Landlord's Agent at check in. Payment must be made either by cashier's check, or money order, made *payable to Casa SoBe*.
- g. A security deposit of «Security\_Deposit» USD shall be given to the Landlord's Agent at check in. Payment must be made in the form of cash, cashier's check, or money order made *payable to Casa SoBe*.

**V. SECURITY DEPOSIT.**

If the Tenant has complied with all of the conditions outlined in Paragraph VII, Use of Property, the deposit will be returned within 10 days of your departure.

**VI. LANDLORD'S AGENT/ACCESS TO PROPERTY.**

*Reese Williams* is Landlord's Agent (cell #) **305-213-5337**.

Landlord or Landlord's Agent may enter the Property at any time for the protection or preservation of the Property without notice.

**VII. USE OF PROPERTY.**

If the Tenant fails to comply with any of the conditions outlined in this Paragraph, the Landlord reserves the right to withhold a portion of, or all of the security deposit.

Tenant shall not damage the Property.

Tenant shall not remove household items from the Property.

Tenant shall not create any costs to the Landlord other than the consumption of utilities.

Tenant must be **30** (thirty) years of age to rent this property. **Proof of age** will be required at check in.

The Property is not child proof and any guest must be extra cautious and *never leave a child unattended anywhere on the Property*.

Tenant agrees to **return all keys at departure**. There will be a **\$25** charge for any key not returned.

Tenant shall use the Property for residential purposes only. Tenant shall not use the Property for purposes of commercial photography, the production of movies, or any other purpose that is not strictly residential. There shall be no stockpiling or warehousing of materials on the Property at any time.

**Quiet hour begins at 10:00 pm** and noise shall be kept to a minimum. No music shall be played outside from 10:00 pm until 10:00 am. Tenant must act, and require all other persons on the Property to act in a manner that does not disturb any neighbors or constitute a breach of the peace. Neighbor complaints will result in the Landlord withholding the entire security deposit. **House parties are strictly prohibited** on the Property and are subject to immediate eviction. If the police are called due to a noise disturbance and they visit the property, the Tenant is subject to a \$1,000 deduction from the Security Deposit per incident, plus liable for any fine issued by the City Code Enforcement.

**House parties shall only be permitted on the Property with prior notice and consent from the Landlord's Agent**, which shall be at the Landlord's Agent sole discretion. Landlord's Agent may for any reason, or no reason at all, deny a request for a house party; or allow a house party with clear and certain conditions. If a house party occurs without prior notice and consent the Landlord shall withhold all of the Security Deposit. Guests are strongly encouraged to **make a request prior to the execution of the rental agreement whereas these requests are highly scrutinized**. If during the course of a permitted house party, in the sole judgment of the Landlord's Agent, the Landlord's Agent thinks the house party causes, **or may cause**, a disturbance to the neighborhood, liability to the landlord, creates undue risk of property damage, creates undue risk of personal injury, or there is a suggestion of illegal activity; the Landlord's Agent shall notify the tenant verbally to disband the party in an orderly and civil fashion without incident forthwith. Failure to do so will result in the Landlord withholding all of the Security Deposit.

The Property has a **maximum occupancy of 11 (eleven) guests**, 7 (seven) in the main house and 4 (four) in the guest house. Tenants who exceed the occupancy limit are subject to eviction.

Tenant shall obey all laws. Illegal substances are strictly prohibited and are grounds for immediate eviction with no refund of rents or deposits.

Firearms or weapons of any type (legally permitted or not) shall not be permitted upon the Property at any time. If weapons of any type are on the property, Tenants will be subject to immediate eviction with no refunds of rents or deposits.

**No pets allowed**. Guests who bring a pet(s) without approval will forfeit their security deposit and will be evicted from the Property.

This is a **non-smoking home**. You are permitted to smoke outdoors. Cigarette butts are to be disposed of properly. If the Property is contaminated by smoke, there will be a \$1,000 deduction from the security deposit.

Burning wood in the fireplace is strictly forbidden.

There shall be *no glass of any kind in the pool area*. In the event guests break glass in the pool area, they shall be fully responsible for the cost of cleaning the pool (which may include draining the pool). Guests shall, at all times, use the plastic glasses and dishes that are provided, around the pool area.

All Tenant parking shall be in the grassy area between the sidewalk and the street directly in front of the Property (see Exhibit A). *This grassy area accommodates up to four (4) vehicles. Parking in the driveway is strictly forbidden.*

#### VIII. UTILITIES/CLEANING.

All *utilities* are included in the rent except natural gas to heat the pool.

At an additional cost the pool may be heated. Be aware it may take up to 48 hours to raise the temperature of the pool water to the desired level.

The Tenant **«Does Does Not Want Pool Heated»** want the pool heated.

Weekly *pool service* occurs on Friday. Chemicals including chlorine will be added at that time.

The property will be cleaned thoroughly prior to check-in. There are *no housekeeping services* provided during your stay unless other arrangements have been made through the Landlord's Agent.

Any *extraordinary cleaning costs (including leaving dirty dishes)* shall be deducted from your security deposit.

#### IX. RISK OF LOSS.

Landlord shall not be liable for any loss because of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Property, or for damage or injury to Tenant or Tenant's family, agents, employees, guests or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors.

Tenants and their guests shall hereby indemnify and hold harmless the Landlord and Landlords Agents against any and all claims of personal injury or property damage or loss of any kind arising from use of the Property regardless of the nature of the accident, injury or loss.

#### X. ADDITIONAL PROVISIONS.

Landlord may at its sole discretion terminate this agreement up to 120 (one hundred and twenty) days by refunding any and all prepaid rent prior to the check in date.

During your lease term, there shall be no refund of rents due to force majeure.

There may be circumstances beyond our control in which the Property may not be available for occupancy. Examples of these include but are not limited to hurricane and fire. In the event of *force majeure* **prior** to commencement of the Lease Term, Landlord shall refund all monies paid. This will be the full extent of the Landlord's liability to the Tenant. The Landlord shall not be responsible for any other costs connected with the cancellation.

Tenant may not assign the Lease or sublease the Property without first obtaining Landlord's written approval. Written approval shall be at Landlord's sole discretion.

Executed by Landlord:

Executed by Tenant:

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Authorized Agent for Landlord

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Tenant Signature

«First\_Name» «Last\_Name»

SAMPLE

EXHIBIT A



2330 Prairie Avenue  
Miami Beach, Florida 33140

