

Cocoa Beach Holiday House Rental Agreement

THIS AGREEMENT made this __1__ day of __Month__, 2026

BETWEEN:

Adam Bzdziuch
(hereinafter referred to as "Landlord")

- and -

Guest Name
(hereinafter referred to as "Tenant")
This individual is the Primary Tenant and contact

1. LEASED PREMISES

The Landlord hereby rents to the Tenant the residential premises (the "Leased Premises") located at: **148 Jamaica Drive Cocoa Beach Florida**, for use and occupation as residential premises only, subject to the terms and conditions of this Agreement.

2. AGREEMENT TERM

The term of this agreement shall be a: **Periodic Tenancy**

That begins at 3:00 PM on the __1__ day of ____Month____, 2026 and continue

Till 10:00 AM on the __31__ day of ____Month____, 2026

Or till terminated by the Landlord or Tenant in accordance with this agreement. Over Rental is not allowed unless agreed to in writing from the Landlord.

3. RENT

The Tenant shall pay, without demand and without deduction, abatement or set-off to the Landlord at the Landlord's Paypal account named cocoabeachhome@hotmail.com (same as e-mail address) or Vacation Rentals Account, a base rental price of \$ _ 300.00 _ for the indicated term of the agreement. Days in excess of the agreement term will be prorated at \$ _ 300.00 _/day. Total rental amount for the agreement term is \$ __00.00 __. Over Rental is not allowed unless agreed to in writing from the Landlord. Full payment of rental is required 60 days before rental period or now.

4. OTHER OCCUPANTS

The Landlord agrees that in addition to the Tenant, the Leased Premises may be occupied only by those individuals identified in the Registration Application. The Tenant has the option to have additional guest provide advance notification is provide up to a limit of 8 total guests within the residence at any one time. Additional guests staying longer than 2 days will incur a weekly fee of \$115/week/person. Additional guest notification is required 14 days prior to arrival.

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5. SECURITY DEPOSIT

The Tenant agrees to pay to the Landlord a security deposit of \$_600.00_ or provide credit card on account through the website . This deposit is required to hold the reservation. Receipt of the foregoing security deposit is hereby acknowledged by the Landlord. The Landlord may deduct from the security deposit any amount that the Landlord deems necessary to provide for:

- (a) repairing any damage to the Leased Premises (including the building of which the premises form a part, if any, and the property on which the building is located), fixtures, furniture, appliances or generally referred to as contents and any other items leased pursuant to this Agreement or any other damage whatsoever, which damage may have been caused by the Tenant or any person or persons entering on the Leased Premises during the rental period.
- (b) payment of rent owing to the Landlord by the Tenant upon the termination of this Agreement; and
- (c) the discharge of any other obligations or liabilities of the Tenant to the Landlord.
- (d) the tenant is not limited to the damage on the premises by the value of the security deposit.
- (e) the presence of any over night guests not identified on the registration application or as per conditions under Item 6.
- (f) the home is a non-smoking residence. Smoking is not permitted in the house or the Florida room (screened patio area). Presence of smoke in either will result in loss of Security deposit and possible incremental cost to clean the residence of odors. Your co-operation will be greatly appreciated.
- (g) NO pets are allowed on the property, violations will result in loss of security deposit.
- (h) Glassware is not permitted on the pool deck area. Glass in the pool and deck could result in serious injury and require draining of pool. Glass in the pool will result in loss of security deposit and possible additional service cost.

6. CANCELLATIONS

Written cancellation is required to terminate the rental agreement. If you cancel more than 60 days before check-in, your deposit will be returned. If you cancel less than 60 days before check-in, you will forfeit your deposit. If you cancel less than 30 days before check-in, you will forfeit full payment of the rental. The first day of the rental, there will be no refunds. NO credit will be given for shortened stays due to late arrival or early departures for any reason. NO cancellation due to weather.

7. USE AND OPERATION OF EQUIPMENT, APPLIANCES AND SERVICES

- a) The Tenant is allowed the use of all appliances and services within the premises excluding the following;
 - not allowed to shut-off or turn on any services which has been activated or de-activated.
 - store or park any vehicles in the garage.
 - store any flammable products in the garage or premises.
 - alter the cycle or change the frequency of any controllers on the premises.
- b) The tenant is not allowed to change or alter any electrical or gas operated appliance or services at the premises.
- c) The Tenant assumes all risk in the use of the pool, canal, dock and associated premises.

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8. CLEANING/HOUSEKEEPING FEE

Maid cleaning or housekeeping of the Leased Premises is agreed to be covered by the prepaid Cleaning Fee of \$ 200.00 __. The subject fee is applied to light cleaning and housekeeping of the premises. Any damages to the premises or its contents will be deducted from the damage deposit but is not limited to the value of the damage deposit. If the Tenant gives up possession of the Leased Premises in such condition that the Leased Premises require extra ordinary cleaning, the Landlord is hereby authorized to deduct from the security deposit the costs of cleaning if the Tenant fails to undertake such cleaning.

When you arrive, the home will be clean and set-up with linens and as a courtesy we have included the following list of supplies to accommodate the appropriate amount of guests;

- bath towels, hand towels, wash cloths
- dishwasher soap, toilet paper
- laundry soap and softener may be available but due to safety/allergy issues it suggested you purchase your own.

NO PETS are allowed. Guests who bring pets without approval will forfeit their security deposit and may be asked to leave the property. Additional costs may also be incurred to clean the property.

The pool is provided for the enjoyment of adult guests. Please keep children away from the pool unless there is constant adult supervision.

The property is **adjacent to a Canal and has a Dock**. The use of the Dock and Canal is at the renters own risk. Use only if you're aware of all risks involved with the water and associated areas. Supervision of children is required at all times on the property. Supervision via the buddy system is required at all time for all guests when near the pool or canal areas (back yard). Please use the facilities and property responsibly. The entertainment equipment and game are provided for our guests to use responsible. Please do not damage games and equipment so that other may enjoy also. Some games may have small pieces or parts and are not suitable for young children. Like wise children and/or toddlers should be supervised at all times while on the property to avoid injury. Please use property and its contents at own risk.

There is no telephone service on the property as the property is not continually supervised to limit out of area calls, please bring your own cell phone.

Check-in time is no earlier than 3:00 pm local time. There is only a 5 hour window to completely clean, disinfect and set-up for the next guest. Please respect this work schedule and do not arrive early.

Check-out time is no later than 10:00 am local time the day you are scheduled to leave. We must be able to enter the home at 10:00 am. If you do not vacate the premises on time, you will be charged for one additional nights stay.

Check-out procedure; Prior to check-out, all dishes should be washed and put away, Beds may be left unmade and sheets and pillow cases left on. Towels should be placed in the laundry hamper. Please do not remove any bedding, towels or other items from the property. Cleaning staff has a list of supplies and equipment in the home which they reference at the end of each rental. Your cooperation is greatly appreciated.

We are not responsible or liable for personal items left behind, lost or stolen.

If you leave an item after checking out and wish to have it returned, call us or e-mail as soon as possible so that we can locate it and we can try to arrange for shipment. We will inform you of the shipping cost and with your approval, deduct it from your deposit refund to cover the expense.

The home has a maximum occupancy to the individuals identified on the registration application. Renters who exceed the occupancy limit and falsify occupancy information (such as age of tenant) at the time of reservation are subject to eviction.

House parties are strictly prohibited and are grounds for immediate eviction.

Illegal substances are strictly prohibited on the property and are grounds for immediate eviction.

There is an abundance of wildlife on and near the property. Guests are to respect nature and take care of guard themselves and their guests appropriately. May animals which visit the property or canal are protected by law, please respect there nature so that other may enjoy their presence also.

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9. TENANT'S LIABILITY WAIVER - MUST BE Initialized by Tenant:

(a) The Tenant agrees that it shall indemnify and save harmless the Landlord from and against any and all claims, demands, awards, proceedings, expenses, losses, costs, damages and expenses in connection with loss of life, personal injury or damage to property arising from or in any way connected with the occupancy or in part by any negligent act or omission, willful misconduct or any breach, violation or non-observance or non-performance of any covenant, term or provision of this Agreement by the Tenant, any of the Tenant's family, guests, agents, servants, licensees, invitees or other persons for whom the Tenant may be responsible at law.

_____initial

(b) The Tenant agrees that the Landlord should not be liable or responsible in any way for personal injury or death to the Tenant, or any member of the Tenant's family, guests, agents, servants, licensees, invitees or any other persons that may be upon the Leased Premises or related facilities or common areas on any part thereof, or for any loss of or damage or injury to any property, including vehicles and contents thereof, belonging to the Tenant and to any member of the Tenant's family or guest. The Landlord shall not be liable for any damages to any of the Tenant's property caused by lack of heat, steam, water, rain or snow (natural act) which may leak into, issue or fall from any part of the Leased Premises. The Tenant acknowledges that it is occupying and using the Leased Premises and related facilities solely at its own risk.

_____initial

12=0. OBSERVANCE OF LAWS

The Tenant and/or family, guests and invitees and/or un-invitees of the Tenant will not participate in or conduct any illegal act on the premises. Possession of illegal substances or stolen property is not allowed on the premises.

11. NUISANCE

The Tenant will not cause and the Tenant will ensure that the family, guests and invitees of the Tenant do not cause a nuisance or disturbance to any neighbors or other tenants.

12. HEADINGS

The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or intent of this Agreement.

THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a copy of this agreement.

Tenant

Tenant

Date _____, 2026