

Reservation/Rental Agreement

Between Landlord: Seawatch LLC and the undersigned rental agent for Seawatch guests during the rental period as described below. (Revised Nov. 2011)

Dear Guests,

In order to assist you with a full enjoyment of Seawatch, I have outlined some procedures that will make your stay more enjoyable.

- 1) **Heating and Cooling Systems** – There are two systems for Seawatch. The 1st system's controls are located in the Greatroom by the hutch and controls the Greatroom, ½ bath and the top floor bay side master bedroom and bath. The 2nd system's controls are located on the 1st floor rear hall and control the 1st floor rear bedrooms, bath, and hall plus the top floor rear bedroom. **Always keep the 2 doors (1. Between the 1st floor rear hall adjacent to stairs and stackable washer and dryer, and 2. Top floor rear –roadside- bedroom door) closed in order to get the optimum performance out of the heating/cooling system.) UNDER NO CIRCUMSTANCES SHOULD THE 9 FOOT SLIDING GLASS PANELS ON THE SOUTH SIDE OF THE GREAT ROOM OR ON THE TOP FLOOR BAYSIDE SCREENED PORCH BE LEFT OPEN AT ANYTIME. STORMS CAN COME UP VERY FAST AND CAUSE SERIOUS DAMAGE TO SEAWATCH'S INTERIOR IN ADDITION TO WASTING AIR CONDITIONING. Controls- 1) **Humidistat:** When Seawatch is occupied (rented) the humidistat should be set at 70-75°. When the house is empty (not rented) the humidistat should be set at 100° (off). Please do not adjust these controls during your stay, other than to the degree settings stated above. 2) **Thermostat:** Only the thermostat should be changed to adjust Seawatch to your comfort level. The systems are new but if you have system failure call Jeff Wood (the owner) on his cellphone at (239) 898-2692. **Please set Thermostat at 85° and Humidistat at 100° at the end of your vacation.****
- 2) **Storm Safety** - In order to conserve the electricity and prevent mold or storm damage, all glass doors located in the Great room and top floor need to remain shut.
- 3) **Golf Carts** – The maximum load on the golf cart is four individuals. If our cart gives out please contact Jeff Wood at (239) 898-2692. I have a repair service that is generally fast on repair work. While the cart is being repaired you may wish to inquire about renting an alternative golf cart, at your expense, during the interim. However, keep in mind that availability of gold carts varies. – Please be careful when parking the golf carts in either of the two garages as they are of limited space. When maneuvering them too quickly you can cause damage to the golf carts or the garage interior at the expense of the tenant. – The most important instruction in this agreement is not to allow guests or others that don't have a driver's license to drive any of the golf carts. It looks fun (I have children of my own and understand the impulse to allow them to drive) but in an instant thousands of dollars of damage can occur at the expense of the tenant or even worse, someone could

be injured. Please only charge the golf carts when the power is low or leave on charger overnight at the end of each day. **GOLFCART USE BY UNLICENSED DRIVERS WILL RESULT IN THE REMOVAL OF THE SEAWATCH GOLFCARTS FOR THE REMAINDER OF THE VACATION AND NO REFUND TO TENANTS WILL OCCUR.** –
When departing, drive golf carts into garage, but do not lock the garage. If you are concerned about parking them due to the ramp or garage size, etc., please leave the carts at the roadside front stairs. Do not drive carts on the beach or in the loose sand off of the road, or when the road to Barnacle Phils restaurant is flooded as the salt in the standing water can cause the cart to malfunction or corrode. Chargers and cords are located in each of the two garages. If the batteries are drained to below ¼ on the charge indicator on the golf cart dashboard the batteries can be damaged and will be replaced at a loss to the tenant.

- 4) **Wireless Internet** – Our new DSL line is through the Embarq Phone Company and runs through a Linksys router creating a wireless system. North Captiva Island is known for power shortages. These outages can cause temporary disconnects of Internet service. In the event of such a blackout there are two methods of restoration that may be employed. **1)** Look at the back of the router and you will see a small red dot. Press the red dot down until you hear a click and you should be able to reset the router. Turn all systems off; unplug the modem and the router and shut down the computer. Replug the modem, and once active replug the Linksys router and turn the computer back on. Once everything is back on you should be reconnected to the Internet. **2)** The second method is to unplug the Ethernet cable going into the router and plug it directly into your computer. Restart your computer and you should be re-connected to the Internet.
- 5) **Plumbing** – To use the tub stoppers, press up and down to turn the drain on and off. Seawatch has its own well, with deep water pump, booster pump, and 2 pressurized 250 gallon holding tanks, plus a charcoal filter that delivers plenty of water. I recommend bringing your own drinking water to eliminate the minerals in the water. If more drinking water is needed you can use the kitchen sink Reverse Osmosis drinking water system.
- 6) Please do not walk on our metal roof. It is dangerous for our guests and can cause leaks.
- 7) Please do not use the kitchen sink for rubbish disposal. Allowing any solid material to go down the sink may result in sink blockage causing the tenant and caretaker inconvenience (any repairs to the rubbish disposal is at the cost of the tenants). We have ample garbage collection service arriving for pickup each Tuesday. All garbage and trash needs to be placed in the barrels under the south stairs for the garbage collection.
- 8) Please keep up with all linens during your stay. The number of soiled linens cannot be more than the number of guests. Linens include sheets, pillowcases, home and beach towels, etc. Feel free to use the stackable washer by the guest bath.

- 9) Use care whenever salt water bathing as there are ocean/bay currents off the shores of the island in most locations. There has never been a guest injury while bathing at Seawatch but caution is always advised. If you prefer Gulf bathing the Safety Harbor Beach is about four minutes by golf cart.
- 10) Please remember that home maintenance on North Captiva Island is about three times more expensive and very slowly completed in comparison to the mainland. This factor also applies to replacement of normal residential amenities (ie. glass, beach towels, china, golf cart repairs etc.). Your cooperation will ensure the best possible vacation experience for future tenants.
- 11) During, and at the end of, your stay please fully fill all trash bags and place them in the covered trash room located below the deck between the stairs at the south side entry. This helps us deter pests.
- 12) Please completely close the kitchen sliding glass door and secure it with it's bolt before leaving the house in order to prevent damage to the vertical blinds. Closing of the top floor glass sliding door is also necessary while using the porch or leaving the house. The same goes for the top floor rear bedroom door to deck on the street side. At the end of your stay please close all blinds and verticals.
- 13) Please place each TV remote on top of each of the two TVs upon departure.
- 14) Please take home or throw away all shells and other sea life from Seawatch (including porches and decks) when leaving. They are incredibly beautiful to look at, but may be seen as litter by future tenants.
- 15) Please place all furniture, beach chairs, etc. where they were originally located. If left for the maid to do there may be a charge against the security deposit.
- 16) Always use the cutting board when cutting items on the kitchen or bathroom counters. Damaged kitchen counters require a very high repair cost.
- 17) Check in time is 4:00PM and extra time spent in Seawatch past 9:00AM on the checkout date may be charged to the tenant at a rate of \$50 per hour plus additional charter service for maids when necessary unless written permission is given by the Landlord. Late departure time may hinder proper cleaning by our service for incoming guests. Arriving guests can store luggage and non-perishable groceries in the entry room closet and perishable groceries in the kitchen refrigerator before check in time. Arriving guests are also allowed use of the bay side tiled, screened porch anytime after 10:00AM, until the house is fully cleaned.
- 18) Seawatch LLC reserves the right to do property repair and maintenance during tenant stay. Tenant and Seawatch LLC agree to allow a Real Estate sales showing during tenancy starting May 11, 2009 under the following conditions: a] The tenant is given a 24 hour notice; b] The showing within the house does not last more than 30 minutes; c] Seawatch LLC will give \$25.00 to the tenant with their Security Deposit for the Real Estate sales showing. Notify me of the showing after your stay.
- 19) Any damage, unpaid long distance telephone calls or cleaning of excessive dirt will be charged against your Security Deposit. You need to pay the

caretaker, before leaving Seawatch, for any extra services you requested. Extra services, when available, include extra housekeeping etc. Furthermore, you the tenant agree that the rental guest name appearing on the Security Deposit check will act as the agent for all rental guests in receiving re-payment of the Security Deposit, when applicable, along with other communications. In the event of the collection action, you understand that you will be responsible for Landlord's cost of collection, including reasonable attorney's fees.

- 20) This rental agreement includes: 1. Seawatch Rental Agreement; 2. Golf Cart Agreement; 3. Seawatch Kayak Agreement; 4. Fishing Equipment Agreement.
- 21) The 3 poles are strong and equipped with a lure or hook and are to be returned in good condition to the Bayside Tackle Room, where the kayak equipment is stored.
- 22) After stay at Seawatch is completed: kayaks, and golf carts will be returned in acceptable working condition and put in their proper places.
- 23) We would appreciate your Seawatch Testimonial if your stay was enjoyable. Please mail all payments, correspondence, etc. to one of the addresses on page 1.
- 24) If there are any repair, or additional/emergency issues please contact owner Jeff Wood at (239) 898-2692.
- 25) Island phone numbers should remain posted on kitchen bulletin board.
- 26) Seawatch keys will be mailed to you after final payment.
- 27) Charter service between Pineland, Pine Island and our private dock with no extra stops can best be achieved by contacting Captain Marcus (Captiva Charters 239-246-4672). This service provides you with the fastest and most seamless trip to Seawatch.
- 28) For excellent group transportation service from Southwest Regional Airport to Pineland Marina, Pine Island call Pine Island Taxi 239-283-7777.

Kayak Agreement

Tenant will take full responsibility for the operation, use and any theft of the kayaks at all times of their tenancy. The kayaks are loaned to the tenants without charge and are not an extra cost to the tenant. Tenants and accompanied children are using kayaks at their own risk.

Adults and children must wear life vests at all times, be excellent swimmers, and acknowledge use at their own risk. The kayaks must remain on the Pine Island side of North Captiva and must not be used in North Captiva Pass, Cayo Costa, Captiva, Redfish Pass, or the Gulf of Mexico. The kayaks must also be locked to a palm tree on the north side of Seawatch when not in use.

The equipment will be returned to its original location in the bayside and streetside storage areas and the kayaks will be locked to a palm tree on the north side of Seawatch. All equipment including the kayaks will be washed down with fresh water (there is a \$30 charge if this task is completed by the caretaker) and inspected by the Seawatch caretaker.

Loss or damage to the kayaks and the equipment will be charged against the \$400 Security Deposit.

As a condition of the use of the kayaks and related equipment, tenant hereby releases Seawatch Partners, LLC, its members, officers, directors, agents, servants, and employees from any loss or damage arising from the use of the kayaks and equipment and further agree to indemnify them for any and all loss or damage, whether sustained or threatened arising from their use.

No person or persons except for the guests of Seawatch can use the kayaks and equipment at any time.

Kayak Specifications:

Malibu two tandem; weight 58 lbs., maximum capacity 375-425 lbs.

Golf Cart Operation Instruction and Agreement

Turn the key switch to either the forward or the reverse position once acceleratory foot pedal is depressed. Cart must be at a complete stop or serious damage will occur.

DO NOT rock cart between forward and reverse position if you should become stuck in loose sand. Instead contact Safety Harbor Club immediately. Otherwise manually push cart out of loose sand area, key switch must be in the neutral/off position.

If cart does not have a light or a light is inoperable, we the undersigned agree to carry a flashlight for nighttime use and to use it for protection of the golf cart along with the passengers and pedestrians.

Please be careful going around corners and stay on the correct side of the road. Watch out for pedestrians, drive carefully and follow government vehicular rules of the road.

The maximum capacity is four (4) persons per cart.

To charge golf cart:

1. Place cart in neutral
2. Turn key to off position
3. Plug charger into cart and turn on charger
4. Turn charger off and unplug from cart before starting.

Note: Golf cart should be recharged overnight. This will enable the batteries to maintain a full charge and provide you with transportation throughout your stay.

Caution: Cart operators must hold a valid drivers license and be at least 16 years of age. **IF A NON-LICENSED GUEST (INCLUDING CHILDREN) IS SEEN OPERATING THE GOLF CART ON THE ISLAND, THE GOLF CART WILL BE CONFISCATED AND ALL USE FORFEITED.** There will be no monetary refund since golf cart(s) are used by the tenant as a courtesy. Carts are to be used only on the road areas, not in the state preserve. Also please do not use carts on the beach, loose sandy roads, or on Barnacle Phil's road when flooded. Such use, due to salty water, could seriously damage or corrode the golf cart. I have recently needed to replace two golf carts due to such usage.

If cart is damaged due to abuse or neglect you will be responsible for all necessary repairs or full replacement value of cart, whichever is less.

I/We the undersigned have been instructed in the proper use of the golf cart and agree to assume full responsibility for its care and operation while golf cart is in my/our possession. I/We the undersigned agree to assume sole liability for damages and/or personal injury arising out of use during the period I/We are on the island. I/We the undersigned agree to hold harmless the Owner or Seawatch LLC, from any claim that may arise from my/our use of the cart.

We wish you the very best during your stay and remain heartened by the degree of success and happiness your stay brings you. We wish you a pleasant journey home and hope you come back and stay at Seawatch again.

Best wishes during your stay,

Jeff and Nancy Wood: Owners

The person responsible for payment acts as rental agent for the group of Seawatch guests.

Rental Agreement Contact Information

Full Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Agent Contact Info

Home Phone: _____

Cell Phone: _____

Bus. Phone: _____

Email: _____

Best time and method to reach you: _____

Rental Period

Arrival Date: _____

Departure Date: _____

Number of Guests in Rental Party:

Number of Adults: _____ Number of Children: _____

(More than ten individuals needs approval by landlord and results in an additional charge of \$15.00 per individual per night, for more than 10 sleeping spaces there is a charge of \$100 per mattress per week.)

Rental Payments (This form is not a receipt of payment.):

a] _____
Home Rent

e] _____
Add. Individuals x \$15/day

b] _____
Add. Days (Pro-rated)

f] _____
11% FL Tourist Tax

c] \$400
Security Deposit

g] _____
Total (a through f)

d] _____
Second Golf Cart

h] _____
Add. Mattresses

All deposits and rental payments are refundable if re-rental of your time slot occurs after your cancellation. Rental losses incurred by Seawatch/NCV, Inc. due to late cancellation are the responsibility of the canceling party. All rental rates & availability subject to change without notice before initial deposit is received. Short notice reservations are welcome when space is available.

All checks and mail correspondence should be made out and sent to the following address:

Jeffrey Wood
5032 Jarvis Lane
Naples, FL 34119

If you have any pre-registration questions please feel free to contact us via phone at (239) 898-2692 or via email at seawatch1764@gmail.com.

Receipt of this agreement accompanied by 50% of the rent and a \$400 Security Deposit initially guarantees your reservation. The remaining 50% of the rent and the 11% Tourist Tax (based on the total rent) is due 60 days before your arrival. The Security Deposit will be returned upon satisfactory condition of the home and other written stipulations within 30 days of departure.

In order to clean Seawatch, standard check in time is 4:00PM. At the end of your stay maid service commences at 8 AM, your departure time is 9am and any time you

spend on the premises beyond 9:00AM will be charged to the guest at \$50 an hour to the Security Deposit. The professional cleaning of the house, kayaks, equipments, and fishing poles are all inclusive when returned in the same condition as received.

Rental agreement and initial payment needs to be returned priority or overnight mail or by domestic/international mail. Contact the owner, Jeff Wood, by email seawatch1764@gmail.com or by phone at (239) 898-2692.

We acknowledge that we have reviewed and accepted the terms of the Rental Agreement, and understand that you are, individually and severally, responsible for these terms during your stay; and authorize Seawatch LLC to deduct any damages from the Security Deposit, credit card or by direct billing.

Please initial all pages before returning agreement. Date: _____

If you wish to rent Seawatch Please send payment (50% of rent and \$400 deposit) accompanied by this agreement mailed to us via FedEx or other overnight mail.

AS AGENT FOR RENTAL HOUSEHOLD