

ORO Rental Program Lease Agreement

Rented Unit #: _____

☐ RV Site Rental☐ Home Rental

Unit Owner: _____

c/o Outdoor Resorts at Orlando, Inc., as agent for Owner
9000 US Highway 192, #1000, Clermont, Florida 34714
(collectively "ORO")

Renter Information (collectively "Renter")

Name	Age	Name	Age

Renter Mailing Address: _____

Renter Email: _____ Renter Phone: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Pet Information

If the rented unit permits pets, only one (1) dog or one (1) cat is permitted per unit. Dogs must be on a leash or tethered when outside your unit. Pets must not be left unattended unless inside your unit and not creating a disturbance. Please clean up after your pet and dispose of it in your personal trash. Any breed of dog found to be aggressive, or any uncontrollable pet is not allowed.

Select one:

☐ Renter is **NOT** bringing any pets into the park.☐ Renter is bringing the following pet into the park:

Name of Pet	Type of Breed	Cat/Dog

Vehicle Information

Vehicle Make & Model	License Plate #	State

1. Lease. This lease is between ORO and Renter. The term "unit" refers to the rented Home or RV Site.

2. Term of Rental.

- ☐ Short-Term: Less than 6 months. Arrival Date: _____
Departure Date: _____
- ☐ Long-Term: 6 months or longer. Arrival Date: _____
Departure Date: _____ *

* Either party may cancel a Long-Term lease upon 30-days written notice. If a Long-Term rental is cancelled before 6 months, the rental becomes a Short-Term rental and the associated taxes and fees are due.

3. Rent.

- a) If this is a Short-Term Lease for an RV Site of 7 days or less, the rent is \$_____, plus all state and local taxes and fees, and the total amount is due at time of reservation.
- b) If this is a Short-Term Lease for an RV Site of more than 7 days, the rent is \$_____, plus all state and local taxes and fees, and the total amount is due at least 30 days prior to check-in.
- c) If this is a Short-Term Lease for a Home Rental, the rent is \$_____, plus all state and local taxes and fees, and the total amount is due at least 30 days prior to check-in.
- d) If this is a Long-Term Lease, the rent is \$_____ per month due on the first day of each month. At time of reservation, renter shall pay the first month's rent.

4. Deposit for Short-Term RV Site Rental.

- a) For rental of 7 days or less, no deposit is required.
- b) For rental of more than 7 days, a \$350 deposit is due at the time of reservation. ORO shall apply the deposit to the outstanding balance when the total amount is due.

5. Deposit for Home Rental or Long-Term RV Site Rental.

- a) A deposit of \$350 for Home rental and \$350 for RV Site rental is due at the time of reservation.
- b) For rental of a home that allows a pet, an additional pet deposit of \$200 is due at the time of reservation.
- c) ORO shall keep deposits in a non-interest-bearing account.
- d) If Renter abandons the unit before the lease term expires, the deposits are forfeited to ORO.
- e) The deposits, without interest, will be returned to Renter within 30 days after this lease ends if Renter has met the following conditions:
 - i. Renter has vacated the unit in good condition and order;
 - ii. Renter has paid the rent and other charges due;
 - iii. Renter is not in violation of this lease; and
 - iv. The unit and resort common elements have not been damaged during the lease.
- f) If ORO retains some or all of the deposits, ORO will notify Renter within 30 days after Renter surrenders possession of the unit.

6. Fees.

- a) Reservation Processing: A non-refundable processing fee of \$25 is due at the time of reservation.
- b) Cleaning: A cleaning fee of \$_____ is due for Home rental at least 30 days prior to check in.
- c) Late Payments: If rent is not paid when due, a late fee of 10% of the delinquent payment amount is due and interest at 18% per annum accrues.
- d) NSF Fee: For any dishonored payment, a fee of \$50 is due.
- e) Credit/Debit Card Processing Fee: A _____% fee is added to the total amount paid with a credit/debit card.

7. Renter Agrees:

- a) To make no unlawful, improper, or offensive use of the unit;
- b) Not to allow anyone other than the Renters identified in this lease to occupy the unit;
- c) Not to assign this lease or to sublet any part of the unit;
- d) That Renter rents the unit "as is" and will not alter or modify any part of the unit without ORO's approval;
- e) Not to use the unit for any purpose other than residential purposes;
- f) To quit and deliver the unit at the end of the rental term in as good a condition as it is now (ordinary wear and decay and damage by the elements only excepted);
- g) That Renter has read and will abide by the condominium documents and the rules and regulations of ORO (A copy of these documents is available at outdoorresortsorlando.com);
- h) That Renter has read and will comply with the rental policies and procedures available on the ORO website at outdoorresortsorlando.com, such as the cancellation and change policies;
- i) That ORO may enter and inspect the unit at all reasonable hours with reasonable notice;
- j) If notice must be mailed to Renter, ORO may use the mailing address listed above and ORO may give all other notices to Renter at the email address listed above;
- k) That Outdoor Resorts is a 55+ "housing for older persons" community;
- l) That ORO shall manage this lease in all respects on behalf of and as agent for the unit's Owner;
- m) That this lease may be amended only in writing signed by Renter and ORO;
- n) To check out by 11:00 am on the designated date of departure and to pay all charges for the entire length of the reservation as agreed upon; and
- o) To not hold ORO responsible for accidents or injury to Renter or Renter's guests, or for loss of money, jewelry, or valuables of any kind. This property is privately owned and management reserves the right to refuse service to anyone.

8. Default. Renter agrees that if default is made in the payment of rent, or if Renter defaults on any of part of this lease or the above-reference condominium documents or policies and procedures, then Renter shall become a Renter at sufferance and Renter now waives all right of notice, and ORO shall be entitled immediately to reenter and retake possession of the unit, evict Renter and pursue such other remedies as it may have. ORO's waiver of any default shall not be a waiver of a subsequent default. Renter shall pay ORO all ORO's costs, expenses, and attorney's fees incurred as a result of the enforcement of ORO's rights under this lease. Polk County, Florida shall be the only venue for legal proceedings about this lease.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

10. COVID-19. Renter releases and holds harmless ORO, its officers, directors, members, contractors, vendors, unit owners, and agents from all liability to Renter and Renter's personal representatives, heirs, and next of kin, for any loss, damage, harm, illness, infection, or claim of any type arising from or in any way relating to Renter's exposure to or infection by COVID-19 in connection with rental within ORO or Renter's use of its common elements, even if the same is a result of negligence of ORO, its officers, directors, members, contractors, vendors, unit owners, and agents. Renter assumes full and sole responsibility for Renter and Renter's health while within ORO and using its common elements.

Signature of Renter (all adult renters must sign)

Renter 1 Signature: _____

Date: _____

Renter 1 Printed Name: _____

Renter 2 Signature: _____

Date: _____

Renter 2 Printed Name: _____

Renter 3 Signature: _____

Date: _____

Renter 3 Printed Name: _____

Renter 4 Signature: _____

Date: _____

Renter 4 Printed Name: _____

Renter 5 Signature: _____

Date: _____

Renter 5 Printed Name: _____

Renter 6 Signature: _____

Date: _____

Renter 6 Printed Name: _____

Signature of ORO

Signature: _____

Date: _____

Printed Name: _____

Position: _____

For Office/Security Guard Use**Office Personnel/Guard on Duty:** _____☐ **Driver License:** Verification of driver license.☐ **Car Pass:** Pass given to renter/guest.**For ORO Rental Program Renter/Guest**☐ **Unit Key:** Key given to renter/guest.**Reservation #:** _____

DISCLOSURE REQUIRED BY SECTION 83.49, FLORIDA STATUTES

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.