

**COLDWELL BANKER'S "PEACE OF MIND"**  
**ADDENDUM TO SEASONAL/VACATION RENTAL AGREEMENT**

Property Address \_\_\_\_\_ ("Property").

Due to the uncertainty of the future impact, if any, of the Deepwater Horizon Oil Spill ("Oil Spill") on the Florida coastline and beaches, \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Tenant") agree that in the event that any of the public beaches in the City of \_\_\_\_\_ (the "City") are closed by any governmental agency or governing authority due to the Oil Spill ("Covered Beach Closing"), the following shall apply:

1. Tenant may cancel the Rental Agreement for the Property and receive a full refund of all rent and deposits paid thereunder, without penalty, if a Covered Beach Closing occurs prior to the date that the Tenant is to begin occupancy at the Property ("Commencement Date") and Tenant provides Broker, prior to the Commencement Date, with written notice of cancellation due to the Covered Beach Closing ("Notice") *no later than* five (5) days after the Covered Beach Closing.

2. In the event that a Covered Beach Closing occurs on or after the Commencement Date, Tenant shall have the right to cancel the remaining term of the Rental Agreement by providing Broker with Notice and Tenant will receive a refund of all rent paid for the pro rata portion of the rental term remaining after Tenant vacates the Property. All terms and conditions of the Rental Agreement relating to deposits shall apply.

3. Tenant acknowledges that it shall be Tenant's sole responsibility to ascertain whether any Covered Beach Closing has occurred and neither Owner or Broker, nor their representatives, shall be responsible for providing any such notification to Tenant.

4. Solely as a courtesy, and without in any way recommending or endorsing any resource, Broker has provided the following information to Tenant as a resource for information concerning the Oil Spill:

Florida Department of Environmental Protection website (<http://www.dep.state.fl.us/deepwaterhorizon>)  
Florida Oil Spill Information Line - (888) 337-3569

5. Tenant acknowledges that there are numerous other available sources of information and Tenant is encouraged to avail him/herself of the best available information. Owner and Tenant hereby hold Broker and its representatives harmless from any claims, losses, or damages of any kind in any way related to or arising from the Oil Spill.

6. In the event Tenant is eligible for a refund and Broker has already tendered the funds to Owner, Tenant agrees to look solely to Owner, who agrees to refund any sums due to Tenant, and Owner and Tenant hold Broker and its representatives harmless in connection therewith. Under no circumstances will Tenant be eligible for a refund until all funds have cleared.

7. All terms and provisions of the Rental Agreement between Owner and Tenant not expressly modified herein shall remain in full force and effect. In the event of an express conflict between the Rental Agreement and this Addendum, this Addendum shall control. This Addendum may only be modified in a writing signed by Owner and Tenant.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_