

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement (the "Agreement") is entered into between the property owner ("Owner") and the guest ("Guest") as of the date of booking.

1. Property Details Property Address: _____

2. Rental Period Check-In Date: _____

Check-Out Date: _____

3. Rent and Fees

- Total Rent: \$ _____
- Cleaning Fee: \$ _____
- Security Deposit: \$ _____
- Pet Fee \$ _____
- Total Due: \$ _____

Payment Terms:

A deposit of \$ _____ is due at the time of booking. The remaining balance is due _____ days before check-in.

4. Occupancy The maximum number of guests allowed at the property is: _____ persons.

Unauthorized guests or exceeding the occupancy limit may result in additional fees or cancellation of the rental agreement.

5. Use of Property

- The property is to be used for residential purposes only. No house parties are allowed.
- Guests must comply with all local laws and ordinances.
- No parties, events, or commercial activities are allowed without prior written consent from the Owner.
- Smoking is prohibited inside the property.
- Pets are allowed with the approval of the unit owner. No pets are allowed on any furniture.

6. Cancellations and Refunds

- Cancellations made _____ days or more before the check-in date will receive a full refund, minus a \$ _____ processing fee.
- Cancellations made within _____ days of check-in will result in a forfeiture of the deposit or the full rental amount, depending on the timing of the cancellation.

7. Security Deposit A security deposit of \$ _____ is required to cover any damages or violations of the Agreement. The deposit will be refunded within _____ days of check-out, provided there are no damages or unpaid fees.

8. Maintenance and Repairs The Owner will make reasonable efforts to maintain the property in good condition. If any repairs or issues arise during the stay, Guest agrees to notify the Owner

immediately. The Owner will attempt to resolve the issue as soon as possible but does not guarantee that repairs will be made during the rental period.

9. Liability and Insurance

- The Owner is not responsible for any accidents, injuries, or illnesses that occur on the property or its grounds.
- Guests are encouraged to purchase travel insurance to cover unforeseen circumstances.

10. Indemnification Guest agrees to indemnify and hold harmless the Owner from any claims, damages, losses, or expenses, including legal fees, arising out of the Guest's use of the property.

11. Quiet Hours and Respect for Neighbors Quiet hours are between _ PM and _ AM. Guest agrees to respect the neighbors and local community by keeping noise levels to a minimum, especially during quiet hours.

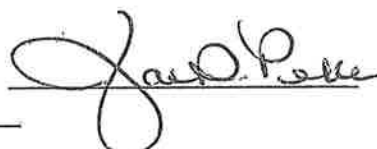
12. Property Condition and Inventory Upon arrival, Guest agrees to inspect the property and report any damages or missing items within ____ hours. If no issues are reported, the property will be considered in acceptable condition for the rental period.

13. Governing Law This Agreement is governed by the laws of the State of Florida.

14. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

Signature of Guest; _____

Date: _____

Signature of Owner: 

Date: _____

Personal Disclaimer for Vacation Rental Property

PERSONAL DISCLAIMER

By booking or staying at this vacation rental property, the Guest acknowledges and agrees to the following:

1. Assumption of Risk:

Guest acknowledges that vacation properties, especially those in natural environments, may present inherent risks. The Owner is not liable for any injury, loss, or damage that occurs while staying at the property, including but not limited to accidents related to the

property's facilities, outdoor areas, or natural surroundings.

2. Property Condition:

The Owner takes reasonable precautions to ensure the property is safe and well-maintained. However, the Guest understands that some areas of the property may have hazards such as stairs, uneven terrain, swimming pools, or hot tubs, and assumes all risk related to these features.

3. Safety and Security:

The property may not have the same safety features as a hotel or other commercial accommodations. The Guest is responsible for ensuring the safety of all individuals in their party during their stay, including locking doors and windows when the property is unoccupied.

4. Health and Allergies:

The Guest agrees to inform the Owner in advance if they or anyone in their party have allergies or medical conditions that could be affected by the property's environment. The Owner makes no guarantees that the property is allergen-free.

5. Local Conditions:

The Guest understands that the property is subject to the local conditions, including weather, wildlife, and any other factors outside the Owner's control. The Guest assumes full responsibility for any damages or loss resulting from these conditions.

6. Compliance with Laws:

The Guest agrees to comply with all local laws, regulations, and ordinances, including noise ordinances and public health and safety laws, and will be held responsible for any violations.

By signing below, the Guest acknowledges understanding and acceptance of the above terms and conditions.

Signature of Guest: 

Date: _____

It all began with a shed—installed without a permit—on a property in the Golden Triangle owned by FUNOE LLC. A neighbor filed a complaint, the town investigated, and now, nearly four years later, the town has spent approximately **\$154,000** in legal fees.

FUNOE LLC, according to SUNBIZ public records, is title managed by Elvin Dennington and his wife, Alison Dennington. I am sure Dr. Dennington very busy career and is not the driving force behind all these legal actions. I believe that Alison Dennington has taken the lead on all this litigation.

After she won the mayoral race by 29 votes, I was serving as commissioner. I remember her becoming emotional during her second meeting, expressing a desire to move forward after **she requested** a settlement of the case and to put it all behind us for the good of the town. I remember her saying it is kind of odd to have the mayor of a town suing the town. I believed her. And despite reservations from some commissioners like Commissioner Runte, we agreed to settle the case—with the understanding that it would never be reopened or discussed again. Commissioner Runte was right.

Sadly, that promise has not been kept.

Even though the settlement agreement stated that the cases would never be discussed again or could ever be brought up again by anyone.... ever.... Mayor Dennington has reopened the case and filed a new lawsuit as recently as last month. According to the Brevard County docket, yet another lawsuit has been filed. Between attorney fees, phone calls, and email consultations, the town has spent about **\$154,000**—and climbing. Let me repeat so the citizens of the Town of Melbourne Beach can hear it again, we have spent over **\$154,000** of our tax dollars due to her litigations

To put that in perspective: we once debated whether we could afford to raise police salaries by \$7,000 or hire another officer. Mayor Dennington thought that was too much. Yet, here we are,

having spent enough money to hire **three** additional officers, or **replace the entire dilapidated playground** equipment or **added to the stormwater fund**—all because of legal disputes tied back to Mayor Dennington.

Mayor Dennington, I believe your passion seems to be litigation and you are using the dias as your personal legal office. I respectfully ask you to step down as mayor. Consider pursuing a legal career. But please stop using the office of mayor to continue personal legal battles. It is not what's best for the residents of Melbourne Beach. You are not working for the town but against the town.

To those listening: are you okay with **\$154,000** and climbing of your money going to lawsuits brought by your own mayor?

It's time for a change. It's time to move on. Remember Allison Dennington and her LLC FUNOE have wasted over \$154,000 of town money ...let me say it again that is \$154,000 and climbing. Oh, and that does not even include time spent by staff on her legal issues. That is time staff could have put towards town of Melbourne Beach business. Mayor Dennington – please step down.

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**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT, IN AND FOR
BREVARD COUNTY, FLORIDA**

CASE NO: 05-2020-DR-038438

IN RE:

JAN DRAGE PENCE,
Petitioner,

and

JOAN SHEPHERD,
Respondent.

ORDER GRANTING MOTION TO SEAL/CONFIDENTIALITY OF COURT RECORDS

THIS CAUSE, having come before the Court for review on the Respondent's Motion To Seal Court Records of Injunction File and Motion To Determine Confidentiality, filed on Thursday, December 19, 2024. After review of the file and being fully advised in the premises, it is

ORDERED and ADJUDGED that the Respondent's Motion To Seal Court Records of Injunction File and Motion To Determine Confidentiality is hereby GRANTED.

DONE AND ORDERED on Friday, December 20, 2024, in Brevard County, Florida.



Christina Serrano, Circuit Judge
05-2020-DR-038438 12/20/2024 10:11:07 AM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order was furnished to:

JAN DRAGE PENCE
GENERAL DELIVERY
TITUSVILLE, FL 32780-9999

JOAN SHEPHERD
201 3RD AVE
MELBOURNE BEACH, FL 32951-2315

Alan S Diamond
receptionist@fsdcrimlaw.com
alan@fsdcrimlaw.com

Ronald Ecker
ronecker2@yahoo.com

Bryan J. Yarnell Esq.
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Crystal.Clark@gray-robinson.com

David J. Volk
pleadingsvolk@volklawoffices.com

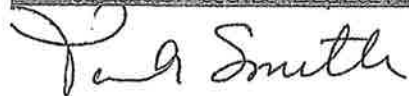
Kepler B Funk
kep@fsdcrimlaw.com
receptionist@fsdcrimlaw.com

Funk, Szachacz & Diamond
keith@fsdcrimlaw.com
alan@fsdcrimlaw.com

David Volk
pleadingsvolk@volklawoffices.com

Jan Pence
jan.endlesssummer@gmail.com

this Friday, December 20, 2024.



Tavish Smith, Clerk
05-2020-DR-038438 12/20/2024 11:19:49 AM

By signing this deferred prosecution, JOAN SHEPHERD withdraws and/or waives, in the cause for which prosecution is being deferred, his right to a speedy trial under the Constitution and Laws of Florida and the United States of America.

The defendant voluntarily gives the following accounting of the incident that occurred on or about 6/5/2020 in Brevard County, Florida.

On 6/5/2020, I understand the charges that I am charged with petit theft of roofing tile. I am sorry and remorseful of my actions. I have learned a lesson about personal property and will refrain from any such offenses in the future. I am thankful to be in the PDP program for this benefits me greatly for having any offenses on my record. As a Real Estate Broker and principle of my company this is extremely important for my reputation in the business.

Thank you for this opportunity.

Joan Shepherd
Defendant's Signature

08/24/1965
Date of Birth

08/5/2022
Date Signed ✓

Terri Renshaw
Terri Renshaw - Pretrial Diversion

Officer Phil Archer, State Attorney, Eighteenth Judicial Circuit, by and through the undersigned Assistant State Attorney, hereby agrees that, should the defendant fully meet the terms and conditions of this agreement, the charge(s) referred to herein shall be dropped (by Nolle Prosequi or No Information Notice) upon completion of the Program.

[Signature]
Assistant State Attorney

8-19-22
Date

you may be revoked from the Pretrial Diversion Program.

CLERK OF THE COURT LOCATION: 2825 Judge Fran Jamieson Way Viera, FL 32940

- (F) You must report monthly as directed by your officer. Written, verbal, and electronic monthly reports may be required. Promptly and truthfully answer all questions directed to you by your officer. Regardless of reporting method, all responses must be made promptly and truthfully.
- (G) You must pay a non-refundable processing and supervisory fee of \$110.00 per month to PPS Inc., as required by Florida Statute Section 948.08.
- (H) Unless otherwise directed by Professional Probation Services, all contract conditions must be completed and documentation provided to your Pretrial Diversion Officer (or designee) no less than thirty days prior to the termination of this contract or any extension of the contract period.

Special Conditions of Supervision

- (I) You must report monthly to your Program Officer, as required by PPS Inc., telephone number (321) 252-4774.
- (J) You must pay Pre-Trial Diversion fees as required by PPS Inc.
- (K) You must pay **\$50 Cost of Prosecution**. Payable through Brevard County Clerk of Court.
- (L) You must pay **\$50 to CrimeLine**. The Defendant is to submit this contribution directly to PPS Inc., by certified check or money order made out to CrimeLine. **THIS IS NOT PAID THROUGH THE CLERK OF COURT.**
- (M) **No Contact with Jan Drage Pence**
- (N) **No return to 200 Riverside Dr., Melbourne Beach, FL 32951**
- (O) **No return to 1037 Wavecrest Avenue, Indialantic, FL 32903.**
- (P) You must comply with any other condition deemed appropriate by PDP officer.

DS
JS

II

By signing this contract, you affirm that you have no criminal history (arrests, convictions, or cases in which adjudication of guilt has been withheld, whether as a juvenile or adult), or if you have a prior criminal history, you have fully and completely disclosed it to Pretrial Diversion. If it is found that you have not been fully candid on this issue, you are subject to revocation from the Pretrial Diversion Program.

III

I HEREBY STATE that the above has been read by me or to me. All conditions have been explained to me and I understand them and agree to comply with them. I also state that I have never before participated in a Pretrial Diversion or Pretrial Intervention program and if I have previously participated in any Pretrial Diversion or Pretrial Intervention program that I have full and completely disclosed it to Pretrial Diversion. Furthermore, I fully understand the criminal charge(s) pending against me.

By signing this Pretrial Diversion Contract, I understand I waive my right to have prosecution commence within the time limits required by the statute of limitations and my right to a speedy trial as defined by the Constitutions of the United States and Florida, and the Florida Rules of Criminal Procedure.

I further agree that if the offense, with which I am charged, involves the use or possession of a weapon or firearm, I agree to forfeit that weapon to the appropriate authority, as defined by Florida Statute.

I have reviewed the amount of money I am required to pay, and I am financially able to pay these amounts set out in Contract, within the time of this Contract.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SINGLE VACATION RENTAL-DWEL-2007 HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES
NBR. OF UNITS: 1

ENDLESS SUMMER INDIALANTIC LLC

ENDLESS SUMMER INDIALANTIC LLC

LICENSE NUMBER: DWE1506022

EXPIRATION DATE: APRIL 1, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
03/11	NIC*-FL SUNBIZ.ORG TPEREQ@TYLERT FL	138.75
03/11	NIC*-FL SUNBIZ.ORG TPEREQ@TYLERT FL	138.75
03/11	NIC*-DEPT BUS & PROF R EGOV.COM FL	ES 390.00
03/11	NIC*-DEPT BUS & PROF R EGOV.COM FL	SV 390.00
03/11	AMAZON MKTPL*NQ2BE3R13 Amzn.com/bill WA	25.22
03/11	WAL-MART #956 INDIAN HARBOU FL	ES 108.75
03/11	NIC*-DEPT BUS & PROF R EGOV.COM FL	BKJR 390.00
03/12	FANCY S NAILS 321-7268777 FL	102.00
03/12	AMAZON MKTPL*0877Y00Y3 Amzn.com/bill WA	60.79
03/11	& NOORO-US.COM 212-4443144 IL	41.73
03/13	GLOSS* NEWSKINBYKYLIE NEWSKINBYKYLI FL	93.75
03/13	Aoyril 833-9491266 NY	71.97
03/14	APPLE.COM/BILL 866-712-7753 CA	2.99
03/14	Spectrum 855-707-7328 MO	ES 83.00
03/14	PUBLIX #1688 INDIALANTIC FL	300.67
03/17	AMAZON MKTPL*J89Y59XL3 Amzn.com/bill WA	14.97
03/16	AMAZON MKTPL*8U3Y916F3 Amzn.com/bill WA	BKJR 75.10
03/17	AMAZON MKTPL*785BH9033 Amzn.com/bill WA	274.98
03/17	SQ *MALABAR FEED AND FARM PALM BAY FL	210.00
03/17	ROCKIES CAFE MELBOURNE BEA FL	116.10
03/18	AMAZON MKTPL*YZ4LT6AG3 Amzn.com/bill WA	22.10
03/18	NAUTICAL COLLECTIONS MELBOURNE BEA FL	48.79
03/19	AMAZON MKTPL*2D8YI9D53 Amzn.com/bill WA	30.07
03/19	AMAZON MKTPL*PW1L16P43 Amzn.com/bill WA	15.04
03/19	AMAZON MKTPL*616951GR3 Amzn.com/bill WA	39.56
03/19	RADIANTLY HEALTH MD INDIALANTIC FL	44.00
03/20	Amazon.com*TJ2C19033 Amzn.com/bill WA	28.88
03/18	TST*LONG DOGGERS - INDIA Indialantic FL	145.40
03/19	OLD TIME POTTERY 0041 321-7573600 FL	91.70

FEES CHARGED



0801004050004108605000200000000

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Disposition	DOB	Amount Due
05-2022-AP-025737-XXXX-XX	FUNOE LLC	APPELLANT (1)	FUNOE LLC VS TOWN OF MELB BCH	CIVIL APPEAL	04/29/2022	ORIGINAL DISPOSED		0.00

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Disposition	DOB	Amount Due
05-2025-CA-019574-XXCA-BC	FUNOE LLC	PLAINTIFF (1)	FUNOE VS MELBOURNE BEACH	CONTRACT & INDEBTEDNESS	03/10/2025	ORIGINAL PENDING		0.00

Complaint Date	Description
03/10/2025	CONTRACT & INDEBTEDNESS

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Disposition	DOB	Amount Due
05-2025-CA-023102-XXCA-BC	FUNOE LLC	PLAINTIFF (1)	FUNOE LLC VS MELBOURNE BEACH	OTHER CIRCUIT CIVIL	03/28/2025	ORIGINAL PENDING		0.00

Complaint Date	Description
03/28/2025	OTHER CIRCUIT CIVIL

4 Cases Returned

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Case Status	DOB	Amount Due
05-2018-CA- 015918-XXXX-XX	DENNINGTON ALISON A	PETITIONER (1)	ALISON A DENNINGTON	ADMINISTRATIVE GUARDIANSHIP	02/15/2018	ADMIN PROC DISPOSED		0.00

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Case Status	DOB	Amount Due
05-2022-CA- 053294-XXXX-XX	DENNINGTON ALISON	PLAINTIFF (1)	A DENNINGTON VS TOWN OF MELBOU	OTHER CIRCUIT CIVIL	11/18/2022	ORIGINAL DISPOSED		0.00

Complaint Date	Cause of Action
11/18/2022	OTHER CIRCUIT CIVIL

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Case Status	DOB	Amount Due
05-2023-CA- 044349-XXXX-XX	DENNINGTON ALISON	APPELLANT (1)	A DENNINGTON VS MELBOURNE BCH	OTHER CIRCUIT CIVIL	08/31/2023	ORIGINAL DISPOSED		0.00

Complaint Date	Cause of Action
08/31/2023	OTHER CIRCUIT CIVIL

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Case Status	DOB	Amount Due
05-2023-CA-044349-XXXX-XX	DENNINGTON ALISON	PLAINTIFF (1)	A DENNINGTON VS MELBOURNE BCH	OTHER CIRCUIT CIVIL	08/31/2023	ORIGINAL DISPOSED		0.00

Complaint Date	Cause of Action
08/31/2023	OTHER CIRCUIT CIVIL

Case Number	Party Name	Party Type	Case Title	Case Type	Filing Date	Case Status	DOB	Amount Due
05-2023-CA-051904-XXXX-XX	DENNINGTON ALISON	PLAINTIFF (1)	A DENNINGTON VS MELBOURNE	OTHER CIRCUIT CIVIL	10/20/2023	ORIGINAL DISPOSED		0.00

Complaint Date	Cause of Action
10/20/2023	OTHER CIRCUIT CIVIL

Funoe LLC / Dennington LAWSUITS

Legal Fees for Lawsuits					Costs from associated emails & phone	
Jan-21	315.00				Oct-21	1743.00
Mar-21	2087.00 *	Sep-24	6410.00		Nov-21	1470.00
Jun-21	663.00	Oct-24	280.00		Jan-22	3381.00
Aug-21	126.00	Nov-24	320.00		Feb-22	63.00
Sep-21	544.00	Dec-24	260.00		Apr-22	2205.00
Oct-21	1610.00	Jan-25	20.00		May-22	1827.00
Nov-21	5250.00	Feb-25	2370.00		Jul-22	1491.00
Dec-21	1827.00	Mar-25	3660.00		Aug-22	1302.00
Apr-22	2310.00		\$117,288.25		Oct-22	924.00
May-22	273.00				Nov-22	672.00
Jun-22	1722.00				Jan-23	84.00
Aug-22	399.00				Mar-23	126.00
Oct-22	840.00				Apr-23	126.00
Dec-22	11785.00				Jun-23	2040.00
Jan-23	10800.00				Jul-23	140.00
Feb-23	2243.00				Sep-23	320.00
Mar-23	441.00				Oct-23	600.00
Apr-23	63.00				Dec-23	300.00
Jun-23	567.00				Jan-24	1620.00
Jul-23	4200.00				Mar-24	2720.00
Aug-23	8030.00				Apr-24	2320.00
Sep-23	2302.00				Jun-24	4385.00
Oct-23	11107.00				Jul-24	180.00
Nov-23	7888.00				Sep-24	1160.00
Dec-23	3513.00				Nov-24	1102.00
Jan-24	2375.25				Dec-24	320.00
Feb-24	17998.00				Feb-25	80.00
Mar-24	720.00				Mar-25	180.00
May-24	360.00					\$32,881.00
Jun-24	420.00					
Jul-24	260.00					
Aug-24	980.00					
				TOTAL		
				\$150,169.25		

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L17000259312

Entity Name: FUNOE, LLC

Current Principal Place of Business:

413 SURF ROAD
MELBOURNE BEACH, FL 32951

Current Mailing Address:

413 SURF RD
MELBOURNE BEACH, FL 32951 US

FEI Number: 90-1562217

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WHWW, INC.
329 PARK AVENUE NORTH
SECOND FLOOR
WINTER PARK, FL 32789 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DEBORAH FRICKE AS VICE PRESIDENT

03/09/2025

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name DENNINGTON, ELVIN L JR
Address 413 SURF RD
City-State-Zip: MELBOURNE BEACH FL 32951

Title MGR
Name DENNINGTON, ALISON A
Address 413 SURF RD
City-State-Zip: MELBOURNE BEACH FL 32951

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALISON A DENNINGTON

MGR

03/09/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date