

The **Maximum** number of occupants is 13 (Thirteen). Violation of this condition will result in the immediate removal from the property with no refund.

Bookings from single sex groups are not accepted - i.e. Stag/Bachelor & Hen/Bachelorette parties - Golfing Groups excluded at the vacation home owner's discretion.

The Booking Form must be completed and terms accepted by the party leader who must be aged 25 years or over.

To secure a booking, a non-refundable **BOOKING DEPOSIT** (not security deposit - see below) of **25%** of total rental cost is charged, which should be paid immediately at the time of reservation. The balance of the cost must be paid no later than **10 weeks** prior to rental start date. If the booking is made within **10 weeks** of the rental start date, then full payment must be made at the time of booking.

Any reservation obtained under false pretences will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

Booking of the property confirms your agreement with the booking terms and conditions even if a hardcopy of the booking form has not been sent.

Security Deposit

A conditional refundable Security Deposit of US400 will be charged with the final balance to cover any breakage or damage whilst staying in the vacation home.

The lead name on the booking form is solely responsible for any damages or breakages that may be caused to the vacation home or its contents. In the event of a Security Deposit being charged, all or part of the security deposit may be retained by the owner to cover excess cleaning costs, replacement or repairs to the property or its contents, long distance/international telephone calls, excessive utility bills i.e. external doors being left open whilst the air-conditioning is on causing excessive electricity usage and/or freezing/damage of AC unit. Any defects found on arrival must be notified to the Management Company within 24 hours of arrival or you may be held liable.

THE SECURITY DEPOSIT IS REFUNDED WITHIN 14 DAYS OF DEPARTURE FROM THE VACATION HOME, SUBJECT TO ANY DAMAGE OR MISSING ITEMS.

Arrival/Departure

The vacation home rental is only for the dates and times agreed to in the booking confirmation. The villa is available after **4:00PM** (local time) on the day of arrival and must be vacated by **10:00AM** (local time) on the day of departure. We would ask that you adhere strictly to these times as we want all our valued guests to have a wonderful vacation and part of this is having a Villa that is cleaned and in good working order. This is especially important when we have cross over guests, we need to get the house for the new arrivals. If you are late leaving or you arrive early without our prior knowledge we reserve the right to charge you double the daily rate for each day (or portion of a day) that the property is occupied outside the agreed rental dates and times. Deductions will automatically be made from your security deposit. Late departures cause our cleaning crews to reschedule their days and charge us a penalty.

Paying By Credit/Debit Card Via Secure Payment Portal

If you are paying via an online booking website such as www.homeaway.com etc payment should be made direct through their website.

Via Owner Website

Credit & Debit card payments are by default handled through the secure Online Payment Portal provided by Stripe for which there is a 2.5% surcharge for all card types. You will be advised of the surcharge before you choose whether to pay by this method or not.

Financial Protection

Please note that paying with a credit card (not debit card) will give you an increased level of financial protection as long as it is through a credit card payment facility like that offered by Stripe.

Cancellation Policy

By Client - Any cancellation by the client must be notified in writing to the owner. A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will be refunded in full. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment. Cancellation or early departure does not warrant any refund of rent or deposit.

By Owner - The owner reserves the right to cancel the booking if the balance payable is not received 10 weeks prior to start of rental period (or alternative agreed payment deadline with the owner). If through circumstances beyond the owner's control it is necessary to cancel the rental agreement, the owner will refund any monies paid by the client, without interest or further compensation.

In the event of an owner selling their home you will be notified immediately. In the event the new owners have purchased the home with bookings in place, we will endeavour to ensure a smooth transition so your booking is unaffected. In the event that the new owners of the home are not renting out the home for vacation purposes, you will be fully refunded all monies paid by the owner, without interest or further compensation.

Occupancy Levels

The person who completes the Booking Form certifies that he or she is authorised to agree to the booking conditions on behalf of all persons included on the Booking Form, including those added or substituted at a later date. The client must notify the owner of any such changes immediately they are known as Florida State Law prohibits subletting, sharing or assigning. Therefore, only the persons named on the booking form are allowed to stay in the villa. The Management Company on arrival may verify the persons occupying the villa. The maximum number of occupants must not exceed 13 Persons.

NO PARTIES ARE ALLOWED IN THE VILLA. This includes any use of the rental that causes it to be occupied by more than 13 people. Use of the premises and common areas in such a fashion that disturbs neighbours shall be deemed grounds for removal from the property with no refund.

When you book a vacation home, you are booking the whole home - there are no discounts for under occupancy as we cannot rent part of the property to you. You would not be happy if we

rented the unused portion of the property to total strangers, so please do not expect to receive, or request a discount for under occupancy.

Amendments

Alterations/amendments after the booking has been confirmed can be made at the owner's discretion.

Price Guarantee

The prices quoted are subject to change. However, the rental price for the vacation home is fully guaranteed once the deposit has been paid and the acknowledgement/receipt has been issued by the owner. In the situation of a booking being made in a particular currency and the owner rightfully acknowledges the booking in another currency at the current exchange rate at that time (i.e. booking made in GBP and US Owner converts to US Dollars) - the owner may then specify the balance amount (where applicable) payable at a later date in the currency of their choice - the acknowledged amount in the currency specified stands regardless of subsequent fluctuations in currency exchange rates.

Parking

is limited to 2 (Two) vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road, the sidewalk or grass is not permitted. Any illegally parked cars/vehicles will be towed without any notice at any time; applicable fines/towing fees are the sole responsibility of the vehicle owner.

Boats, Trailers, Commercial Vehicles

All boats, trailers, commercial vehicles, recreational vehicles, and motor homes **cannot** be parked on the driveway, road, sidewalk or grass.

Swimming Pool Area

Use of the swimming pool is at the client's own risk. Guests are specifically advised not to allow unsupervised children near the pool. No diving is allowed. No glass of any kind is allowed in the pool area. If pool heating is required, this should be requested at the time of booking. An additional charge of \$30/day will be levied and must be paid for when settling the final balance. If not initially requested but subsequently heating is required, the Management Company may levy an additional local daily fee to cover their call-out. The maximum legally permitted temperature owners are allowed to heat the pool water is 86°F (30°C) - please do not request anything higher. Please be aware that it is not possible to guarantee the temperature of the pool, which is partially dependant on the local weather conditions. If the outside air temperature drops below 55°F (13°C) the owner cannot guarantee that they can maintain the pool temperature at a comfortable temperature.

Pool Equipment

Tampering with any of the pool equipment and controls is strictly forbidden. Overriding the pool heat controls to heat the pool when it has not been paid for is considered as theft and will be reported immediately to the Sherriff's Department. In addition, failure to comply with the above will result in immediate eviction from the property with full loss of all monies paid and security deposit.

Use of Utilities

Normal usage of gas, water, telephone & electricity is included in the rental price. You will be subject to the full costs of any additional charges if utility and/or telephone bills for the period of your stay are in excess of 10% above normal usage. Cable TV is provided and is included in the rental price. Please note that electricity is VERY expensive in Florida with typical monthly bills amounting to more than \$250 upwards, so please use electricity wisely.

BBQ

BBQ's are available for daily rental from the Property Manager, we would ask that BBQ's must NOT be used inside of the Pool area. Charges will apply for cleaning of the Pool Deck. BBQs must only be used on the lawn area outside of the pool screen, Guests will be held responsible for all damage resulting from misuse of BBQ.

Furniture

No furniture may be moved beyond the rooms in which it is installed without the written authorisation from the owner.

If during your stay you find it necessary to reposition furniture within a room, then please do so with extreme care and reinstate everything to its original location before your departure.

Any damage resulting from the moving of furniture will be charged to you. If the owners' agents have to move furniture back after your departure the owner will charge the cost of this to you, as it entails sending staff specifically to the property to undertake this task. The costs incurred will be deducted from your security deposit.

Internet Access

In the USA downloading copyrighted, illegal or offensive material is strictly monitored and the owner of the internet connection (i.e. the vacation home owner) is held legally liable for copyright infringement. In addition, inappropriate adult material could also be downloaded and children from future guests could be exposed to such material. Therefore, we only offer internet access and leave it to the renters to bring their own laptop, notebook, mobile device, or Smart Phone to access the internet – in this way the owner can clearly demonstrate to the authorities that the renter is liable for copyright infringement as the receiving equipment of such material was the property of the renter and not the owner. Please note that the owner will hold you liable for any copyright infringement or illegal downloads and will pass your details onto the authorities. For the protection of future guests (particularly children) please do not access inappropriate material and if subsequently, it is found that such material (especially illegal material) has been accessed and/or downloaded, the renters details relating to the date stamp of the offense will be passed onto the authorities. Please ensure all guests in your party are made aware of this.

Alarm Systems

It is the renter's responsibility to secure the home and at all times to ensure the security of, the home, guests of the home; to deter theft, the villa is fitted with an intruder alarm and the RENTER is expected to make use of this. Please set it whenever you leave the home unoccupied (i.e. visiting the parks,

vacating the home etc...). Please familiarise yourself with its use as soon as possible - if in doubt, contact the management company. Failure to comply with this condition will result in you potentially being held liable by the owner for any losses & damages incurred to the owners' property in the event of a break-in by an unauthorised person or persons. The alarm system also serves to protect your own possessions as well - so use it. In the unlikely event that there is a break-in and you have incurred a loss, the owner is not held liable for this and if you decide to move out, the owner is not required to refund any rental monies or additional expenses you may incur because of your decision to vacate the property.

Loss, Damage & Condition of the Property

THE RENTER shall, at his/her expense, and throughout the period of the rental, keep the property in a state of cleanliness and in good condition and repair. THE RENTER acknowledges that at commencement of the rental, the property is in good and substantial repair except for any defect THE RENTER may report to The Owners Property Manager, **Orlando Vacation Rental Services Tel: 863-438-6749** during the **first day** of the rental.

The owner's management company will advise the owner of any loss or damage to the villa following your departure. They will also provide a full report on the general condition/cleanliness of the property. The cost of any unreasonable damage caused by THE RENTER will be deducted from the damage deposit. Please be aware that intentional damages or negligence will result in additional costs. THE RENTER will be responsible for any damage caused in excess of the damage deposit and will be invoiced separately.

In the event of damage to the premises, its equipment, furniture or carpeting, missing items from the Villa, cost of repairs, replacement or extra cleaning for all damage, breakage and or loss incurred during his or her stay, THE RENTER shall be responsible for damage costs exceeding the security deposit, including collection costs and attorney's fees. The damage deposit will be voided and returned to THE RENTER by THE OWNER after the owner/Property Manager has inspected the property and the phone bill cleared.

General Housekeeping

Any garbage must be stowed in the proper garbage or recycling receptacle, located at the side of the house.

Trash- Though it may not always be easy to keep garbage on the premises in a proper manner, we must ask for your assistance and cooperation. Remember that spilled garbage can attract raccoons and other animals. Please put your garbage in the trash bin and make sure to close them. Valet trash service will move the trash bin onto the curb and put it back after the regular trash service date which is on Thursdays. Also, recycling is done on the same day. **Please do not allow garbage to be spilled or left lying about the premises.**

THE RENTER shall leave the property in good repair and tidy condition, Wash and put away all dishes or put in dishwasher and run it. Empty refrigerator and all foods, take all trash out and put in the bins provided outside, (failure to comply will result in a minimum charge of \$75), remove all bed linens and all towels and place them by the washer. Check all drawers, closets and under the beds for personal items. Check the washer and dryer for clothes. Close all windows and doors and lock them. Set the A/C to 78 degrees. In the Winter set to 68.

No Smoking Policy

For the comfort and safety of our guests, smoking is not permitted anywhere in the home or the pool area and surrounding gardens.

If guests are found to have smoked inside the villa, the full security deposit will be forfeited to cover the costs of cleaning the Air Conditioning System and fumigating furnishings etc... We reserve the right to pursue the lead guest for any additional charges as a result of having to relocate future guests whilst the villa is being cleaned and fumigated.

Insects & Pests

Insects and pests are inevitably present in the Florida's tropical climate. Within reason, this is normal and the owner cannot take action to totally eradicate the problem but only control it. All properties receive periodic pest control treatment. Please contact the management company ASAP if you experience a problem with insects or pests and they will act accordingly. Failure to report a problem immediately cannot be deemed an excuse by the renter to claim compensation.

Animals & Pets

Animals and Pets are NOT permitted in the home. This condition is strictly enforced. Failure to comply will result in you being asked to leave the vacation home without any compensation and the full security deposit will be forfeited to cover the costs of professional cleaning the carpets and furnishings etc...

Website Description

The website is an extremely good guide to the quality and description of the vacation home only and does not form part of any contract. The owner or their Management Company reserve the right to make any modifications deemed necessary and will adjust the website to reflect this in a timely manner. If unintentional errors, mistakes or omissions occur we cannot accept any liability for these details. In the unlikely event that circumstances beyond our control necessitate the cancellation of the arrangements we will request our property management company to take steps to find suitable alternative accommodation.

Resort Facilities

Use of resort facilities outside of the rented property are strictly at the renters and renters' family/group own personal risk - for your own personal security and safety, you are required to follow all safety notices and restrictions posted around the resort. The owner of the rented property cannot be held legally responsible for any loss or injury sustained whilst on or off the resort.

Liability

No liability is accepted by the owner or their Management Company whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the vacation home or pool. This waiver extends to people visiting the vacation home as guest of the client(s).

The owners or agents will not be liable for loss or delay occasioned by strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, flood, hurricane, tornado, technical/weather, problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond the owner's or agent's control.

The vacation home is situated on a community, which consists of both residential and vacation homes. It is the responsibility of the client to ensure that all those travelling in the party have complied fully with all passport AND visa requirement in place at the time of travel (Children including infants should have their own passports). Any failure in this respect may result in your travel arrangements being amended and/or curtailed with consequential losses in respect of your villa booking. In such circumstances, no liability attaches itself to the owner.

Insurance

We encourage you to purchase trip insurance to protect you against interruption or cancellation of your trip. The renter acknowledges that he/she has been advised by the property owner to arrange adequate personal insurance cover for all members of his/her party to cover all travel, personal risks/injuries and liabilities, and any cancellation.

IT IS STRONGLY RECOMMENDED THAT CLIENTS TAKE OUT ADEQUATE HOLIDAY INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES, WHICH MAY OCCUR.

Force Majeure

The owner or their Management Company do not accept any liability whatsoever and no compensation or other payment will be made for loss, damage or injury caused by Force Majeure (e.g. war, strikes, adverse weather, disasters, transportation or other events beyond the owner's control).

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Signatures:

Homeowner

Guest:

Name (print) _____

Name (print): _____

Date: _____

Date: _____

Phone # (during stay):

Phone # (during stay):

Submission of the booking form constitutes acceptance of a contract based on these terms subject to the laws of the UK (for UK/European guests) and USA (for all other guests) which shall apply to this contract and any other claims.