



## **Terms & Conditions**

### **DEPOSIT AND PAYMENTS:**

30% of the base rent is due at time of booking. The final amount is due 45 days prior to your check-in date. Please review your reservation and make sure all the information, including check-in and check-out dates, is correct.

### **CANCELLATION POLICY:**

#### **For reservations up to 28 nights:**

GUEST who cancels this agreement at least 30 days before check-in date will receive a refund of 100%. Otherwise, GUEST is not entitled to a refund and forfeits all monies. Exceptions reserved.

#### **For reservations of more than 28 nights:**

GUEST who cancels this agreement at least 60 days before check-in date will receive a refund of 100%. GUEST who cancels this agreement between 30 and 60 days before check-in date will receive a refund of 50%. Otherwise, GUEST is not entitled to a refund and forfeits all monies. Exceptions reserved.

### **AGE RESTRICTION:**

Signing GUEST must be at least 25 years of age and must be present at property during time of reservation.

### **CHECK-IN TIME:**

Check-in time is any time after 4 p.m. Before your arrival you will be contacted on how to gain access to the property. REFUNDS OR ADJUSTMENTS CANNOT BE MADE FOR LATE ARRIVALS OR EARLY DEPARTURES FOR ANY REASON.

### **CHECK-OUT TIME:**

Check-out time is any time before 10 a.m. GUEST shall be liable for any damages as a result of a late check-out.

### **SMOKING:**

Smoking is not permitted in our homes. GUEST understands that smoking inside our homes is considered a material default under this Agreement. Under the event the home is damaged in any way due to smoking, GUEST will be fully responsible for eradication of smoke related odors and repair of any damages. GUEST agrees that any smoke related damages will in no way be considered ordinary wear and tear.

**OCCUPANTS:** Only those designated at booking shall occupy the unit unless written consent of Prestige VR is obtained.

**DAMAGE WAIVER:** The included damage waiver covers damages up to \$1,000. Those damages must be the result of accidental events that occurred suddenly and unintentionally. Damages caused by children under the age of 6 or damages caused by pets are not covered; neither are damages that were the result of parental neglect. (vicarious liability)

**DAMAGE AND CLEANING ISSUES:** Any damages or cleaning issues noticed upon arrival should be reported immediately. If damages or cleaning issues are not reported within 24 hours of arrival, GUEST's credit card may be charged with the cost of the repair. All general maintenance issues should also be reported so the unit can be kept in good repair. If you experience any problems during your stay, please contact us and we will do our best to rectify the matter as soon as it is practically possible. Please note that as Florida is a tropical State, insects such as ants and the like are occasionally inevitable. The vacation property is treated periodically as part of a pest and termite control program and is cleaned after each rental.

**ACCOMMODATIONS:** Due to circumstances beyond the control of Prestige VR, if your designated unit is not available for any reason, Prestige VR will use its best efforts to locate a comparable substitute unit. In the event a substitute unit is not available, GUEST agrees to hold Prestige VR and representatives harmless for any damages, costs or inconvenience suffered and GUEST shall receive a full refund of any amounts paid.

**AMENITIES:** GUEST agrees to hold Prestige VR harmless in the event of a failure or of none availability of any amenity.

**RIGHT OF ENTRY:** Unit is currently not for sale. Upon 24 hours notice, Prestige VR has the right to enter the unit for the purpose of showing the unit to prospective purchasers or vendors to make repairs or to inspect the unit. Prestige VR has the immediate right of entry in case of emergency, or to protect or preserve the premises. GUEST shall not alter premises and add locks without prior written consent from Prestige VR.

**MISCELLANEOUS CHARGES:** You will be assessed Locksmith charges for each key and garage door opener lost or not returned to Prestige VR upon check-out date. Such charges will be charged to your credit card. GUEST agrees to pay Prestige VR the greater of \$50 or actual cost immediately to provide access to the unit in the event of a lock out.

**CLEANING CHARGES:** GUEST agrees to pay the cleaning fee plus applicable taxes. Upon departure GUEST shall put all dishes in sink or dishwasher. GUEST is not required to launder linens/sheets/towels prior to check-out. Prestige VR determines, in its sole discretion whether excessive dirt, furniture stains, carpet stains, or other damage are present. In that case additional charges will be assessed and charged to GUEST.

**ASSIGNMENT:** GUEST shall not assign this agreement or sublet the premises or any part hereof. Any unauthorized transfer of interest by the GUEST shall be a material breach of this agreement.

**SEVERE WEATHER:** Early departures due to inclement weather do not warrant any refund.

**FALSIFIED RESERVATION:** Any reservation obtained under false pretense will be subject to forfeiture of advance deposit and/ or rental money and the party will not be permitted to check-in.

**INDEMNIFICATION:** GUEST agrees to indemnify and hold harmless Prestige VR, its AGENTS, and the HOMEOWNER, from any claims, suits, or damages of any kind, from or related to any acts or omissions of GUEST or GUEST's guests. GUEST agrees to indemnify and hold Prestige VR, its agents and homeowners, harmless from damages in the event of a legal dispute regarding this Agreement of the premises.

**ATTORNEY'S FEES:** The prevailing party in any litigation between Prestige VR and Guest concerning enforcement of the terms and conditions of this Agreement shall be entitled to reasonable attorney's fees and court costs. Prestige VR and GUEST waive the right to demand a jury trial concerning any litigation between Prestige VR and GUEST regarding enforcement of the terms and conditions of this Agreement.

**HAZARDS:** It is unknown if there are hazards that affect the premises. Prestige VR does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals, and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside of the home include those found in contaminated land, water, landfills, and other disposal sites, and industrial air and water emissions. Some of the more common hazards are asbestos, ground water contamination, lead base paint, urea formaldehyde, foam insulation (UFFI), mold, mildew, and radon gas. Any property built prior to 1978 may contain a lead-based paint hazard. GUEST is not permitted to have access to any rooms, storage areas or closets which are designated to be exclusively for the use of Prestige VR.

**RADON GAS:** Radon gas 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 public health unit. Prestige VR makes no representations about the existence of radon gas on the subject premises.

**GENERAL PROVISIONS:**

GUEST assures Prestige VR that the tenants will observe all conditions and terms of this agreement as to maintaining the rental unit in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.

GUEST assures that any tenant who violates any of the terms of this Agreement shall be immediately denied occupancy and shall remedy any damages and other expenses, which are caused by the tenant and/ or the tenants.

GUEST agrees that any tenant who is found using drugs on the premises will be immediately denied occupancy at these premises.

GUEST and tenants shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any laws or ordinance, nor commit waste or nuisance on or about the premises.

GUEST agrees that during the term of this Agreement the premises will be kept clean and free of trash, garbage, or other waste.

GUEST agrees to indemnify and save Prestige VR, its agents, and homeowners, harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the premises by the GUEST, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying, or visiting the premises. Prestige VR, its agents, and homeowners, accept no responsibility or

liability for any loss or damage or alteration to the terms of your reservation caused by events beyond our control, including but not restricted to war, terrorist activity, civil commotion, flight delays, or cancellations, airport closures, loss of luggage, adverse weather conditions, fire, flood, or industrial dispute. Prestige VR, its agents, and homeowners, cannot accept any liability for failure of public supplies such as water, electricity, internet, or breakdown of the air conditioning system. Nor for the consequence of the action or omissions of persons who may control or supply main service, or any actions taken in the vicinity of the property reserved by any authority over which there is no control. Prestige VR, its agents, and homeowners, cannot accept any liability for your personal safety during your vacation. It is particularly important that children are supervised at all times in and outside of the vacation property. We assume no responsibility for accidents. You are reminded to exercise care as to your personal safety, and the safety of your companions. Whenever possible, valuables should be left secure and out of sight.

**CREDIT CARD AUTHORIZATION:** GUEST understands and consents to the use of the credit card provided and without original signature on the charge slip, that an email of this agreement will serve as an original, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after the rental is vacated. Additional charges may include unauthorized long distance telephone calls, satellite TV charges, excessive cleaning fees, damages beyond normal wear and tear, and unreturned keys or remote controls. All charges not covered under the Damage Protection Waiver may be included.

**PLEASE NOTE:** Electricity is charged separately at the rate of \$15 per day. This fee is collected at the time of final payment and is considered prepaid utility usage. This prepayment has been included in your quote and is part of the total reservation cost.

**Booking Disclaimer: Once GUEST books, all agreements of this rental policy are enforced.**

**GUEST agrees to follow the outlined terms and conditions. All rates are subject to change prior to booking.**