

**422 North Hampton Drive  
Davenport, Florida 33897**

## **RENTAL TERMS AND CONDITIONS**

### **Price Guarantee**

The prices quoted are subject to change. However, the rental price for the villa is fully guaranteed once the deposit has been paid and the acknowledgement/receipt has been issued.

### **Booking & Deposit**

The Booking form must be completed and terms accepted by the party leader (the client), who must be aged 25 years or older. A non-refundable deposit of 25% of the total rental cost or \$400 (whichever is greater) should be sent to the Owners within 7 working days of the date of initial booking confirmation. Failure to pay the deposit within this period (without prior consent from the Owners) will result in your booking being cancelled. The balance of the cost must be paid no later than 8 weeks prior to occupancy. If the booking is made within 10 weeks of occupancy, then the full payment must be made at time of booking.

The person who completes the booking form, certifies that he or she is authorized to agree to the booking conditions on behalf of all persons included in the booking form, including any added or substituted at a later date. The client must notify the Owners of any such changes immediately as they are known as Florida State Law prohibits subletting, sharing or assigning, therefore only the persons named on the booking form are permitted to stay in the villa. Our Management Company will, on arrival, verify the persons occupying the villa and the number must not exceed 10 persons.

**Booking of the villa by making a deposit on the rental, infers agreement with the booking terms and conditions even if a hardcopy of the booking form or terms and conditions has not been sent.**

The Person accepting the terms and conditions agrees to comply with all the terms and conditions on behalf of every person listed on the Booking Form, including party members that change or are added at a later date and the Person booking must be a member of the party occupying the villa. The Person must be aged 25 years or over. The completed booking must show the names of ALL people that will be staying in the villa, including small children and infants. This is required by Florida state law.

The villa cannot be shared or sub-let and only the people shown on the booking form are permitted to stay in the villa.

The rental deposit must accompany a booking. Upon clearance of the deposit payment, the booking is confirmed. The remaining balance must be paid eight weeks prior to the start of the vacation date. If your payment is rejected by our bank for whatever reason we will make an additional charge of \$30 for each rejected payment to cover the bank

charges and administration costs.

Guests booking the villa are required to take a damage insurance policy that covers up to \$1500.00 in property damage. This is included in the booking process and is a nominal cost. If damage is reported that costs in excess of \$1500 we reserve the right to claim this off the Guest.

We reserve the right to treat the booking as cancelled if we do not receive the remaining full balance by 30 days before departure. Any cancellation charges detailed elsewhere in these terms and conditions will then apply. If a booking is made last minute or within 30 days before departure the full balance is payable at time of booking.

### **Cancellation**

If, for any reason the guest wishes to cancel the booking, the following conditions will apply:

- Please cancel immediately in writing or by email from the Person who made the booking.
- Upon receipt of cancellation we (the Owners) will (without obligation to the guest) use best efforts to obtain a replacement booking and, if such replacement is obtained, we will refund to the guest any monies paid less the deposit. We will work with you on the refund if we are not able to re-let the villa. Then, if a replacement renter is not found, we shall be entitled to retain all payments already made and if not already paid, the balance of the rental charges as follows:
  - More than 30 days before departure = Deposit Forfeited.
  - Less than 30 days before departure = 100% of Rental Charge.

Should you need to change your booking, we will try to accommodate your requirements. However, if the changes requested are not possible and you need to cancel the booking, the above charges will apply.

In the unlikely event that circumstances beyond our control necessitate the cancellation of the booking we reserve the right to cancel any bookings at any time and will only be liable to refund monies already paid by the guest. However, we will try our hardest to find alternative accommodation of a similar high standard which may be accepted or rejected by the guest.

We (the Owners) accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond our control including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation or schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control.

### **Liability**

No liability is accepted by the Owners 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 villa or pool. This waiver extends to people visiting the villa as guests of the client.

No liability is accepted by us (the Owners), for loss of mains services or failure of appliances. Nor for the consequences of the actions or omissions of persons who may control supply of mains services, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owners.

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, floods, hurricane, tornado, technical/weather, and problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond the owner or agent's control.

The villa is situated in a community, which consists of both residential and vacation homes. The Owners or their Management Company cannot be held responsible for any construction or alterations to existing villas or any noise on or around the community.

**It is strongly recommended that all guests take out sufficient holiday/vacation insurance cover to include injury, medical, cancellation and all risks.** This is the guest's responsibility. As the Owners, we do not accept any liability for injury, damage, loss or delay by any reason or for any claim made as a result of this booking and/or the subsequent vacation.

It is the responsibility of the client to ensure that all those travelling in the party have complied fully with all passport and visa requirements at the time of travel – all children including infants must have their own passport. 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 Owners.

### **Force Majeure**

The Owners 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. strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, floods, hurricane, tornado, technical/weather, problems with transport, aircraft grounding, closure of airports or ports, weather conditions or any other event beyond the owner or agent's control).

### **Website description**

The website is a guide to the quality and description of the villa only and does not form part of any contract. The Owners or their Management Company reserve the right to make any modifications deemed necessary. In the event that 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

arrangements, we reserve the right to take all reasonable steps to find you alternative accommodation.

### **Arrival/ Departure**

Reservations are for a minimum of 5 nights (other than by prior arrangement). The villa is available after 4:00pm local time on the day of arrival and must be vacated by 10:00am on the day of departure.

The villa rental is only for the dates and times agreed in the rental contract. Any attempt to enter the villa before the agreed time is not acceptable and any violation will result in you being charged double the daily rate for each day or portion thereof that the villa is occupied outside the agreed rental dates and times. Deductions will automatically be made from your deposit.

### **Care of the Villa**

If there is anything in the home that needs attention, then please let our Management Company know immediately. Under no circumstances attempt to effect a repair yourself. Occupants will be fully accountable for any damage caused whilst tampering with any equipment or fixtures and fittings relating to the villa. The guest agrees to pay for any breakages, losses or damage caused to the property and/or its contents during their stay. We completely understand that accidents may happen in the villa but we also ask you to understand that if they do then you will be responsible for the cost associated with the repair/clean-up of any accident. Reasonable soiled linens and normal wear and tear is accepted.

The guest agrees to:

- Take good care of our villa and leave it in a clean and tidy condition at the end of the holiday (vacation).
- Not use the property to host any event, or party, nor for any personal or business endeavors, including filming videos, commercials, or events without express permission of the owner.
- To report any damage or loss immediately when happens or is discovered to the Management Company, this would include any damage to blinds or stains on carpets.
- Put garbage out for collection, details of collections days are in the villa.
- Permit the Owners or Management Company reasonable access to the villa to carry out any maintenance if necessary.

Guests agree that no items belonging to the rental property will be removed from the villa. This includes linens and towels. Any breakage or damage to inventory items must be reported to our Management Company.

Guests are not permitted to adjust the air-conditioning unit below 74° as this will cause problems to the system and charges will be incurred by the guest to repair the unit. The air conditioning unit is always preset to a comfortable level. It is vital that all doors and windows are kept shut at all times to keep out the heat, humidity and any unwanted

insect visitors! The villa has regular pest control treatments to repel insects.

Guests agree to ensure all windows and doors are locked securely before leaving the property and when guests are sleeping.

### **Swimming Pool Area**

Use of the pool area 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.

For safety there is a pool fence inserted around the pool area. Please report any damage to this screen to the Management Company immediately. The swimming pool is used entirely at the guest's own risk.

We (the Owners) or our Management Company do not accept liability for any accident, injury or death, howsoever caused, as a result of the use of the swimming pool, spa and pool/spa area.

Guests will observe the pool safety notice displayed in the pool area and all directions for use of both pool and hot tub should be obeyed.

Pool heating is available at an additional cost and must be arranged at time of booking.

Guests are NOT permitted to touch/alter the pool heater controls. Any sign of tampering and the pool heat will be turned off with the payment being forfeited. The Owners are not responsible for the weather conditions and if it's warmer than expected, pool heating still has to be paid for if ordered. A pool blanket is provided to retain pool heat should you require it when the pool is not in use.

Any problem with the pool or heater should be reported to the Management Company.

Please be aware that it is not possible to guarantee the temperature of the pool, which is partially dependent on the local weather conditions. If the ambient temperature falls below 55F/13C, the Owners cannot guarantee that they can maintain the pool temperature. Please always use the pool blanket in colder months to maintain the pool heat when the pool is not in use. Failure to use the pool blanket will result in excessive electricity charges which you may be charged for.

### **Firearms, Weapons, and Fireworks Policy**

Firearms, Weapons, Fireworks or Explosive Devices of any sort are NOT PERMITTED on the property. If the Management Company finds evidence of any Firearms, Weapons, Fireworks or Explosive Devices of any sort during the stay this will be regarded as a breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for damages or costs incurred. We reserve the right to pursue the guest for any charges as a result of having to relocate future guests do to a violation of this policy.

### **Events, Parties, Productions Policy**

The property may NOT be used to host any event, or party. Nor can the property be used for any personal or business endeavors, including filming of videos, commercials, or events without express written permission of the owner. If the Management Company finds evidence of any parties or unauthorized events during the stay this will be regarded as a breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for the cost of an extra special cleaning and fumigation service. We reserve the right to pursue the last guest for any additional charges as a result of having to relocate future guests while the villa is being cleaned and fumigated.

### **Pets Policy**

No pets or animals, including therapy, comfort or emotional support dogs, shall be permitted to accompany you during your stay in the villa. If the Management Company finds evidence of any unauthorized animals or pets during the stay this will be regarded as a breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for the cost of an extra special cleaning and fumigation service. We reserve the right to pursue the last guest for any additional charges as a result of having to relocate future guests while the villa is being cleaned and fumigated. This applies to cats, dogs, or any other living animal or reptile and will be strictly enforced. This includes visiting pets. Service animals are permitted that are compliant with the Americans With Disabilities Act Law.

### **Pests**

Florida is a tropical environment in which insects and other pests thrive. The property is regularly inspected and treated by a professional exterminator, and the homeowners are aware of no rodents, bedbugs, or other infestations. The guests shall ensure that all personal property brought onto the premises is pest free. The guests shall maintain reasonably proper housekeeping and cleanliness to avoid pest infestation. The guests must notify the Property Manager immediately, within 24 hours of arrival of any pest infestation, and cooperate with all necessary pest control efforts. If pest remediation is needed, the guests shall comply with proper preparation for treatment and prevention. The homeowners will not be held liable for any damages or loss of personal property because of a pest infestation or remediation.

### **Smoking Policy**

For the comfort of all of our Guests, smoking is not allowed inside the Villa. If the Management Company finds evidence of smoking in the villa during your stay, this will be regarded as breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for the cost of an extra special cleaning and fumigation service. We reserve the right to pursue the last guest for any additional charges as a result of having to relocate future guests while the villa is being cleaned and fumigated.

**Submission of the booking request and deposit payment constitutes acceptance of a contract on these terms and conditions even if a hardcopy of the booking**

**form or terms and conditions has not been sent.**

We want you to enjoy your holiday/vacation at our vacation home and for it to remain as luxurious and enjoyable for all our guests. Please respect our home and treat it with the care it deserves and the care you would want if it was your own home. Many Thanks.