

VILLA BOOKING FORM & RENTAL AGREEMENT

Property Owners: Andrew and Theresa Dent Phone: 954-227-9246 Fax: 954-227-9285

Property Address

4748 Vero Beach Drive, Kissimmee, Florida 34746 in the Terra Verde resort.

Property Description

3-bedroom, 2½ bath, 2-storey town home with kitchen, living/dining room, laundry room, private patio and private hot tub. Beds: 1 Queen, 1 Full, 2 Twin plus pull-out sofa-bed.

Maximum occupancy: 8 persons. No smoking.

Renter's Name: _____ *Email: _____

Home Address: _____

Town/City/State: _____ ZIP or Postal Code: _____

Country: _____

Tel #: _____ *Mobile #: _____ *Fax #: _____

* asterisked items not mandatory, but this information may assist us in contacting you to confirm or discuss your reservation.

Number in party: ____ adults ____ children.

Specify ages of children under 18: _____

I agree to rent the above property for ____ nights commencing on _____ 20__ (arrival date) and ending on _____ 20__ (departure date), at a quoted rate of \$_____ per night for the first ____ nights, then \$_____ per night for the remaining ____ nights (if more than one rate applies).

Signature: _____

Rental fee	\$_____/night x ____ nights plus \$_____/night x ____ nights (if rental falls over more than one rate period)	A	\$
Cleaning Fee	\$70 if rental for less than 7 nights or per mid-stay clean if desired	B	\$
Total Rental Fees	Add above amounts A+B	C	\$
Florida Sales and Lodging Tax	13% of total on line C	D	\$
Total Rental Fees inc tax	Add above amounts C+D	E	\$
Reservation Deposit or Amount Paid at Booking	20% of line E or full amount if less than 30 days to arrival	I	\$
Remaining Balance Due	Must be received by _____ (30 days prior to arrival)	E-I	\$
PLUS Security Deposit	Payable by date of arrival or upon key pick-up	J	\$ 200.00

RENTAL FEES ARE PAYABLE IN US\$ BY CASH OR CHECK ONLY, MADE PAYABLE TO: ANDREW AND THERESA DENT (BOOKINGS WITHIN 30 DAYS REQUIRE CASH, CHECK DRAWN ON A FLORIDA BANK OR CASHIER'S CHECK)

SECURITY DEPOSIT

Upon or prior to arrival, the Guest will pay a Security Deposit to the Management Company or to the Owner in the amount of \$200.00 or as otherwise specified in writing. The Guest agrees that the person named on the booking form shall be responsible for all loss from, or damage to, the property or its inventory during the Rental Period. Guest agrees that the management company will inspect the property and its inventory on the day of arrival and the day of departure. Where the security deposit is paid by credit card, the Guest expressly agrees to this charge.

The Guest agrees that the Management Company or the Owner can withhold reasonable amounts from the security deposit and/or charge additional fees to cover:

- Late departure charges
- Non-return of keys (including locksmith re-keying charges)
- Loss or breakage of inventory items
- Damage to the Property or its amenities
- Damage, cleanup or odors resulting from pets.

The Owner agrees not to withhold refund of the security deposit without reasonable cause, and where applicable, to disburse the refund within 5 business days of guest departure. Where loss or damage to the Property exceeds the amount of the security deposit, the Owner will bill the Guest for the shortfall, and the Guest agrees to pay within 14 days. In the event that the Guest fails to pay any such shortfall, the Owner reserves the right to exercise any legal remedies to pursue the amount owed from the Guest. Where the Owner or Management Company finds damage or loss to the Property following the Guests departure that, in their opinion, constitutes malicious or wanton damage, the company reserves the right to notify law enforcement authorities and prosecute. In addition, the Guest will be billed for the full amount of repair or replacement, and the Guest agrees to pay within 14 days.

I have thoroughly read, understand and agree to be bound by the terms and conditions on the reverse side of this Agreement.

Initials _____

RENTAL TERMS AND CONDITIONS

LIMITATION OF LIABILITY

Renter and occupants agree to use the property at their own risk, acknowledging that the property is designed as a private home with the typical inherent hazards of a private home. Renter accepts personal responsibility and liability for the careful and responsible conduct of all occupants during their stay.

The Owners, Property Management Company, Community Management Company and their agents expressly disclaim all liability for:

- any injury to occupants resulting from guests' carelessness, negligence or inadequate parental supervision of minors.
- any accidents that could reasonably occur in any home with similar design and amenities (e.g. trip and fall, cuts and scrapes, burns).
- any personal property lost, stolen from or left on the premises.
- any consequential damages resulting from our failure to provide any service or amenity.

In the event of a disaster, fire, flood, hurricane threat, wind damage, evacuation, Act of God or other occurrence beyond our control that renders the property unusable, our liability will be strictly limited to the refund of the rental fee for the portion of your stay that is affected.

SUPERVISION OF MINORS

Children shall be kept under adult supervision at all times while occupying the rental home or using the facilities provided in the community.

Children shall be closely and continuously supervised by adults while using the hot tub or community pool.

Renter agrees to exercise diligent care over young children brought onto the premises, and acknowledges that the unit is *not* equipped with child-safety devices such as power outlet caps, stove guards, child-proof cupboards/drawers, pool/spa alarm or stair gates.

PAYMENT TERMS

A reservation deposit of 20% is required at the time of booking to secure the dates requested.

Full payment of the remaining rental amount is required 30 days prior to arrival date, or at the time of booking if less than 30 days before arrival date.

The property may be re-let to another party if final payment is not received on time.

A cleaning fee of \$70 applies to rentals of less than 5 consecutive nights. This fee is waived for stays of 5 nights or more.

Florida tax of 13%, or the prevailing governmental rate if this changes, shall be added to all rental fees.

Payment for rental fees shall be in the form of cash or check in US dollars. No guest shall be admitted to the property unless payment in full has been received and cleared by the bank prior to arrival. To avoid delays in bank clearance of checks, payments made less than 30 days prior to arrival should be in the form of cash, a check drawn on a Florida bank or a Cashier's Check.

Credit cards are not accepted for the payment of rental fees, except through PayPal when the guest is offered this option of payment.

CANCELLATION, SCHEDULE CHANGES AND REFUND POLICY

Cancellations **more than 60 days** prior to stated arrival date: Full refund of deposit and all monies paid less a \$35 cancellation fee.

Cancellations **30 days to 60 days** prior to stated arrival date: The 20% deposit will be forfeited. Any other monies paid will be refunded.

Cancellations **less than 30 days** prior to stated arrival date: **No refund**; renter will be charged the full amount for the rental period booked as if the rental had actually occurred. Renter may wish to obtain trip insurance through a travel arranger to cover unforeseen circumstances.

No refunds will be issued for early departure.

We will make our best efforts to accommodate date changes requested by the guest, subject to a \$35 administrative fee, availability of the property and our ability to remarket the originally booked dates. In such event, any reduction in the overall length of the stay shall be treated as cancelled nights per the above cancellation policy. Rescheduled dates may involve a higher nightly rate if they fall within a higher seasonal rate period.

CHECK-IN AND CHECK-OUT

Earliest check-in time is 4.00pm local time on the date of arrival. **Check-out time shall be no later than 10.00am** local time on the scheduled date of departure. Check-out time is strictly enforced to allow the property management sufficient time to clean and inspect the property prior to the next guest arriving. Keys must be returned to the Management Office not later than 11.00am on day of departure. Late-departing guests may be charged \$30 for every 30 minutes beyond the posted check-out time or for failure to return keys by the notified key-return deadline.

DIRECTIONS AND ACCESS

Keys to the home will be picked up from the Property Management office located within driving distance from the rental property, or in some cases from an on-site lock box opened using an issued security code.

Driving directions to the Management Office and to the property itself (and lock box code, if applicable) will be provided to the renter by mail, fax or email once final payment has been processed, ahead of the arrival date.

Gated access to the community is controlled by a security guard or via access card issued to the guest.

Upon first arrival at the resort, guests will be directed to the on-site reception desk for vehicle registration purposes.

PARKING & VEHICLE RESTRICTIONS

Guests will be provided with a parking pass for use during their stay. Parking is free-of-charge.

The resort does not permit overnight parking of commercial vehicles, vans (except minivans), RVs, buses, trucks, trailers or boats.

CARE AND USE OF THE PROPERTY

Maximum permitted unit occupancy is 8 persons. Occupants exceeding this limit will be asked to vacate the property with no refunds given.

No pets are allowed at this property.

No smoking is permitted inside the property. Smoking is permitted in the outdoor patio area provided ashtrays are used.

Garbage must be placed in the trash receptacle provided outside the front door or in the community dumpsters. Any garbage found remaining inside the unit or on the patio after check-out time may result in a \$50 disposal fee charged to the guest.

COMMUNITY CONDUCT

Guests shall observe the community rules posted within the resort, including any rules pertaining to the community pool and spa, clubhouse and posted operating hours for same.

Guests shall refrain from creating excessive noise or engaging in any behavior which could disturb or offend other guests of the resort.

PROBLEMS ARISING DURING YOUR STAY

Contact details for the property manager and for the owners will be posted in the home.

The property manager should be contacted immediately should any problems or emergencies arise with the property during your stay that affect your enjoyment of the unit, your ability to use the provided amenities, your safety, or the integrity of the home.

Every reasonable effort is made to keep the home and its amenities in acceptable and functional condition. However, the breakage, malfunction or absence of any non-essential amenity shall not be considered grounds for refund of the rental fee, compensation or early termination of the rental period. In the unlikely event that essential amenities are affected, and corrective action cannot be taken in a reasonable timeframe, we may opt to transfer you to comparable accommodation in another unit.

CLEANING

The unit will be cleaned and linens will be laundered prior to your arrival. We do not provide cleaning or maid services during your stay. Washer, dryer and cleaning utensils are provided for guests' own use. Mid-stay cleaning can be requested at an additional charge of \$70 per clean.

PETS

Pets shall not be brought onto the property unless specifically authorized in advance, in writing. Whether such authorization has been given or not, guest will be liable for all reasonable costs of damage, cleaning and deodorizing necessitated by bringing a pet into the property.

SAFEKEEPING OF PROPERTY

The owners do not provide a safe or any other means for safekeeping of personal property brought onto the premises. Items of value should not be left in the rental home, except at the owner's risk.

MISCELLANEOUS

Cribs are not provided; these are available from local rental companies if needed. 1 infant's high chair is provided in the unit, additional high chairs must be rented if required.

There are no facilities for incoming mail delivery to the vacation home or acceptance at the resort office. Guests should not arrange for mail to be sent to the vacation home address.

Occupants may be asked to vacate the property without refund if they are found to be in violation of the terms of this agreement.

Initials _____