

RESERVATION TERMS AND CONDITIONS

Following are the terms and conditions under which, we, the legal owners/agents (referred to as 'Property Owners' here-after) offer and the Party Lead on behalf of all the guests accepts a short-term vacation rental as listed on the Booking Request.

- 1. WHO MAY OCCUPY VACATION HOMES:** Only persons named on the reservation form may occupy the property. All persons under the age of 21 must be accompanied by an adult 21 years of age or older. We do not rent for bachelor and bachelorette parties and for weddings and if any group mis-represents themselves, they will be asked to leave the property without a refund of their security deposit and/or rent. We reserve the right to ask for a government issued photo ID of the Party Lead and/or any guests making payments with a credit/debit card.
- 2. CAPACITY OF VACATION HOMES:** The total number of people allowed in our villas is limited to the number of people listed on the reservation form including children (maximum 8 for 3 bed; 10 for 4 bed; 12 for 5 bed; 14 for 6 bed; 16 for 7 bed). Should a group misrepresent themselves they will be asked to leave the property without any refunds.
- 3. DOWN PAYMENT:** A down payment per week or part thereof is required as follows to secure the reservation: \$250.00 for 3 bedrooms; \$300.00 for 4 bedrooms; \$350.00 for 5 bedrooms; \$500 for 6 or 7 bedrooms. Balance of the rent is due 10 weeks prior to arrival date. For reservations made within 10 weeks of arrival date, full rent is required at the time of reservation.
- 4. DAMAGE WAIVER OR SECURITY DEPOSIT: PARTY LEAD HAS THE OPTION TO PURCHASE A DAMAGE WAIVER OR OFFER A SECURITY DEPOSIT.**
DAMAGE WAIVER: Damage waiver covers any accidental damages caused by all guests during the reservation period. For any damages to be eligible for coverage under Damage Waiver, the Party Lead must report them to us in writing as soon as they happen and prior to your departure. Any damages found after your departure are considered intentional. Damage Waiver fee does not cover your checkout responsibilities, malicious damage, cancellation requests for any reasons, violating terms of contract such as smoking in the homes or bringing pets, additional cleaning or excessive trash left behind. A valid credit card and a government issued photo ID are required prior to check-in. By applying Damage Waiver, you agree that we may charge any items not covered by Damage Waiver be charged to your credit card. Once paid, the Damage Waiver fee is non-refundable.
SECURITY DEPOSIT: If you do not purchase the Damage Waiver, a security deposit is due prior to arrival in the amount of \$250 for 3-bedroom, \$300 for 4-bedroom homes and \$350 for 5-bedroom or \$500 for 6- or 7-bedroom homes. Security deposit can be paid with check or held on a credit card with authorization. The security deposit will be released to the party lead usually within 1-2 weeks after departure. This is done after we are able to inspect the property and assess and apply any charges related to any damages and violations of any of the terms of this agreement to the security deposit.
- 5. CANCELLATIONS:** Any cancellation and/or change in reservation must be in writing and must be accepted by the owners. All payments made will first be applied to the rent and then to the security deposit. If the balance is not paid within 10 weeks prior to arrival date, Property Owners have the right to cancel the booking without further notice and without any refund of rent. Reservations made for four (4) weeks or longer duration OR for holiday periods (weeks consisting of Easter, Pass-over, Independence Day, Thanksgiving, Christmas, New Year's Eve) will not be entitled to any refund of deposit/prepaid rent irrespective of when the reservation is made or canceled. In the event of cancellations in all other cases, the Cancellation Fee per week or part thereof is as follows and is irrespective of when the reservation is made:
 - A. Canceled at least 60 days before arrival date:* \$175 for 3- or 4-bedroom homes; \$250 for 5-bedroom homes; \$350 for 6- or 7-bedroom homes.
 - B. Canceled < 60 but > 45 days before arrival date:* \$250 for 3- or 4-bedroom homes; \$350 for 5-bedroom homes; \$500 for 6- or 7-bedroom homes
 - C. Canceled 45 days or less before arrival date:* No refunds.In-progress reservations are not eligible for any refunds under any circumstances.

Force Majeure

Neither Party will be liable for any failure to perform its obligations hereunder, other than payment obligations, due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation, Acts of God, war, insurrections, government restrictions, natural disasters (earthquakes, hurricanes, floods etc.), riots or other major upheaval, performance failures of parties outside the control of the contracting party, any other cause beyond the reasonable control of the party whose performance has become affected. ***Property Owners strongly suggest that all clients purchase Travel Insurance for their own protection.***

- 6. CHANGE OF CONFIRMED RESERVATION:** A reservation is for a specific villa and for a specific set of dates. Any changes to confirmed reservations may be considered as cancellation of original reservation and incur cancellation fees. In cases, where a change to a confirmed reservation is minimal such as adding an extra night, moving the dates by one or two days etc. such changes may be agreed by the owners with a change fee of \$75 per change in addition to any rate changes. Any changes to the original booking will not be effective until agreed to in writing by the Property Owners.

- 7. CHECK-IN/CHECK-OUT:** Check-in is any time after 04:00 pm EST on the day of arrival and check-out time is any time before 10:00 am

EST on the day of departure unless negotiated ahead of time in writing. Failure to comply with check-in/check-out times may result in the charge of an additional day's rental, which may be deducted from the Security Deposit or charged to the Party Lead. Occupying the rental outside of your reservation date/time may result in an immediate removal when schedule does not permit.

- 8. USE OF RESORT FACILITIES:** All resort facilities are available to guests at no extra cost. Children are required to be accompanied by and supervised by an adult at all times when using the resort facilities. In addition, guests should follow all posted signs while using the resort facilities.
- 9. PROBLEMS DURING STAY:** Should any problem occur with the accommodations during your stay, local Property Management Company and/or Property Owners must be informed immediately in that order. No refund will be given if guests decide to cancel their in-progress reservation without giving the owners and their management company an opportunity and adequate time to rectify any such problems.
- 10. NOISE:** Guest may be asked to immediately vacate rental premises, without refund or compensation, in the event of unnecessary and loud noise (nuisance or disturbance) or other illegal activities.
- 11. NO SMOKING POLICY:** Per Florida State Law: Smoking is strictly prohibited in our homes including game-rooms, theater rooms. Your security deposit will be forfeited in full if the cleaning crew detects an odor of smoke in the home upon your departure. If you opted for the Damage Waiver in lieu of the Security Deposit, you will be charged \$250 (for 3 or 4 bed rentals), \$350 (for 5 bed rentals), or \$500 (for 6 or 7 bed rentals) for violation of our non-smoking policy. Further, if we need additional time to remove the odor that delays/prohibits the occupancy of the oncoming guests, any compensation/refund of rent that is paid to the oncoming guests may be charged to you.
- 12. CONDITION OF HOME:** The guest must allow the owner and/or any of their agents the right to enter the property to carry out necessary maintenance. Our Management Company inspects the general condition of the home after the guest departure and cannot do so in your presence. Any damages found upon arrival must be notified to us immediately and within 24 hours of arrival. Any violations of this agreement noted following your departure will be rectified and the cost deducted from your security deposit or charged to you. This includes any breakages, damages, need for extensive/excessive cleaning, early arrival, late departure or any other charges to bring the property back to the condition in which it was present at the time of your arrival. If such fees are in excess of the security deposit, they will be fully reimbursed by the Party Lead within 7 days of notification of additional expenses. Repairs and/or replacement of damaged/missing items, cost of repair/ replacement and when repair/replacement will be made will be at the sole discretion of the property owners. Further, if we need additional time to rectify the problems that delays/prohibits the occupancy of the oncoming guests, any compensation/refund of rent that is paid to the oncoming guests will be charged to you. Please note that our homes are self-catering. While we provide a starter set of supplies, guests are responsible for purchasing additional supplies for their stay.
- 13. BBQ GRILLS:** Cleaning the BBQ grill before and after use is the responsibility of the guest. A grill cleaning fee of \$50 is applicable if the grill is left dirty. We provide initial tank of propane for the grill and if it must be refilled during a guest's stay, the management company must be called during normal business hours. We do not exchange propane tanks outside the normal business hours. Please check for gas when you arrive so as to plan for your grilling. Owners are not responsible if the food gets wasted due to a propane tank running out in the middle of cooking. Owners are not responsible and will not reimburse if the guests burn their food. Guests are responsible to monitor and cook their food. Any damages caused to the grill or premises by usage of grill are the responsibility of the guests.
- 14. SAFETY AROUND POOLS, POOL AND/OR SPA HEATING** (Applicable to villas with private pool): Alarms are fitted to all doors and/or windows leading to the swimming pool area. Disabling, destroying or tempering with these alarms is strictly prohibited by law and will result in loss of security deposit. Children are required to be accompanied by and supervised by an adult at all times when using the swimming pool or in the pool deck area. No diving in pool, the pool is not deep enough. For your own safety, please do not bring glass or bottles into the pool area. No bubble bath or similar liquids are to be used in the pool. Pool heat is available for an additional charge and runs from 10:00 AM – 6:00 PM. Pool heat must be ordered and paid for prior to arrival. If the pool/spa does not heat to the desired temperatures due to any unforeseen circumstances or due to weather conditions, at the sole discretion of the owner, a full or partial credit for the pool/spa heat may be given for the affected days only. If the pool/spa heat is provided to guest at no cost as part of a promotion, a credit may not be given.
- 15. INSECTS AND PESTS:** Insects and pest are inevitably present in the Florida climate. Within reason this is normal and the homes receive monthly pest control treatment. Only when, in our reasonable opinion, pests in the living accommodation are a serious nuisance will further action be taken.
- 16. PETS:** Pets are not allowed on the property. In the event guests bring pets to the property, the property owners may elect to evict the guest from the property with loss of all money paid and the guests forfeit all the security/damage deposit paid. If guests opted for the Damage Waiver in lieu of the Security Deposit, they will be charged \$250 (for 3 or 4 bed rentals), \$350 (for 5 bed rentals), or \$500 (for 6 or 7 bed rentals) for violation of our no-pet policy.
- 17. RESORT ACCESS PASS AND PARKING:** Resort access passes are \$20 each and you need one per vehicle (mandatory minimum of one

per reservation). Visitors who do not stay overnight do not need to purchase access cards. The resort allows a maximum of 6 vehicles per villa to be parked in the community at any time as long as they are not prohibited as explained here. Parking of Recreational Vehicles (RVs), commercial vehicles, campers, boats, mobile homes, motor homes, buses, trailers, house trailers are not allowed at the villa or anywhere else in the resort. Guests can park their prohibited vehicles at off-site locations at their own expense and responsibility.

18. LIMITATION OF LIABILITY: In the unlikely event that we have been negligent and/or in breach of our contract with you, our liability shall be limited to the cost of your booking with us. We accept no responsibility in respect to loss or damage for which you are, or should have been, insured or entitled to indemnity from any other third party. Children must be accompanied/supervised by parents when using home facilities, play areas and other resort facilities. You are advised you are occupying a private villa and therefore are responsible for your own personal/property safety with respect to any loss, personal accidents, losses or damages sustained by you or any members of your party or your visitors during your stay. It is the guest's responsibility to ensure that all party members and any visiting members have adequate vacation insurance to cover personal injury/accident/ damage/ theft/loss. No claims whatsoever will be accepted by Property Owners or their agents. Property Owners or their agents do not accept responsibility or liability for any accident, injury, illness or damage sustained to any person or their property during the rental period or use of pool/recreational facilities regardless of how they may have occurred. We strongly advise all of our guests to obtain travel insurance for your whole party, which includes cancellation charges coverage. We also advise guests to take a policy that includes medical coverage, where applicable as soon as you have booked any part of your holiday or vacation. If you choose not to do this, you need to be aware that you will be personally responsible for any payment of cancellation charges, which may become due.

MISCELLANEOUS: Signs posted in the rentals supplement this contract. We reserve the right to use external security cameras.

19. IMPACT DUE TO SEVERE WEATHER: Notwithstanding to other cancellation provisions discussed on this agreement, special provisions apply if there is a severe weather alert issued by National Hurricane Center (NHC).

A) If there is a mandatory government issued evacuation in effect for the Orlando /Kissimmee area that impacts any part or all of the guest reserved dates, guests will be given a full refund for the unused nights.

B) If a severe weather alert is issued for the Orlando/Kissimmee area by NHC under the categories of "Hurricane Watch", "Tropical Storm Warning", "Tropical Storm Watch" that impacts any part or all of the guest reserved dates, guests will be offered a future credit for any unused nights.

20. PAYMENT METHODS: Payments are accepted via personal checks, cashier's checks, Zelle, Venmo, Cas\$App, wire transfers, credit/debit cards and Paypal. Online quotes do not include processing fee of 4% associated with credit/debit cards and PayPal.

21. INTERNET: Property Owners does not, and cannot, control the flow of any documents, files, data, or other information via the internet, whether to or from the rentals network, other portions of the internet or otherwise. Such flow depends in large part of the performance of Internet services provided or controlled by third parties. Actions or in actions of such third parties can impair or disrupt your connections to the internet (or portions thereof). Property Owners cannot guarantee that such events will not occur. Accordingly, the Property Owners disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall the Property Owners be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the internet infrastructure or the guests or the property owner's ability or inability to connect to the Internet.

22. MISCELLANEOUS CHARGES: Guests agree that they understand the following commonly overlooked items will incur charges to their account and are not covered by the accidental damage waiver and that the following list is not complete.

A. BBQ grill left dirty: \$50

B. Lose trash left in the bins: \$50 and cancellation of resort access card

C. Excess trash left in the house: \$50

D. If the AC unit freezes due to setting it below 72°F: Cost of repair

E. Clogged toilets: Cost of plumber visit

F. Glass broken in the pool or pool deck: Cost of actual clean

23. ACCURACY OF INFORMATION: We take a great deal of care to ensure the accuracy of the information we have provided. However, facilities and/or services may not be available due to maintenance, adverse weather or damage caused by a previous guest that we have not had time to rectify prior to your arrival. Where we are aware that a facility or service, we have advertised will not be available during your stay, we will take steps, whenever possible, to notify you prior to your arrival. From time to time some furniture or amenities might not be in the villa, due to loss from previous guests. However, no refund in part or whole will be provided in any of the above-mentioned circumstances.

24. HOMES FOR SALE: Rentals may be up for sale without an advance notice. If a rental is sold, we will strive to transition the bookings to the new owner and continue to be the point of contact for all payments, questions, concerns, damage deposit/waiver etc. unless agreed otherwise by all parties. If we are unable to transition the bookings to the new owner, we will suggest alternate rentals for you. If we are unable to find an alternate rental for you OR if you do not accept the alternate choices, our responsibility ceases with us refunding the payments made to you towards the rental.

25. SEPARABILITY: If any provision of this reservation Terms and Conditions or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the agreement (or remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

26. WAIVER: The waiver of one breach of any term, condition, covenant, obligation, or agreement of this "Reservation Terms and Conditions" agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

27. GOVERNING LAW: The laws of the United States of America, State of Florida shall apply to this contract and any other claims.

RESERVATIONS ARE NOT CONFIRMED UNTIL YOU HAVE RECEIVED WRITTEN CONFIRMATION FROM US.

Last updated: Aug 15th, 2024