

## 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 the guest 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 may be asked to leave the property without a refund of their Security Deposit and/or rent.

**3. DOWN PAYMENT:** A deposit (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

**GUESTS HAVE THE OPTION TO PURCHASE A DAMAGE WAIVER OR OFFER A SECURITY DEPOSIT.**

**DAMAGE WAIVER:** Damage waiver covers any inadvertent or accidental damages caused you or anyone in the party during your stay. For any damages to be eligible for coverage under Damage Waiver, you 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 procedures/responsibilities, malicious damage, cancellation requests for any reasons, Acts of God, 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 receive all bills from the utility companies and a confirmation from our management company that the property and all its content, furniture, fixtures and fittings are in the same condition as when you arrived, and that you arrived and vacated the property within the agreed times and dates.

**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 by guest in all other cases, our refund policy is as follows irrespective of when the reservation is made:

- A) Cancelled at least 60 days prior to arrival date, the cancellation fee is \$175.00 per week or part thereof for 3- or 4-bedroom homes and \$250 per week or part thereof for 5-bedroom homes and \$350 per week or part thereof for 6- or 7-bedroom homes.
- B) Cancelled less than 60 days but more than 45 days before arrival date, the cancellation fee is \$250.00 per week or part thereof for 3- or 4-bedroom homes and \$350 per week or part thereof for 5-bedroom homes and \$500 per week or part thereof for 6- or 7-bedroom homes.
- C) Cancelled 45 days or less before arrival date, there will not be any refunds of prepaid rent. In-progress reservations are not eligible for refunds due to cancellation by the guest under any circumstances.

### Force Majeure

Property Owners shall not be liable for costs or losses incurred due to delays or cancellations of the guest's vacation. Nor shall the Guest have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond Property Owners control. These situations include but are not limited to: 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 (minimum of \$100), which will be deducted from the Security Deposit. If the schedule does not permit, you may be asked to leave the premises. Access codes to the property will be provided after confirmation of reservation and receipt of full payment.
- 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. Phone numbers will be provided upon reservation confirmation. No refund will be given if renters decide to cancel their in-progress booking without allowing us to resolve any issues reported or if they fail to allow us to attend to any issues/ concerns.
- 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 as applicable. 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 breakages must be notified to our management company immediately including any you note upon arrival. Any damages found following your departure and not notified by you will be rectified and the cost deducted from your security deposit. To protect yourself from possible charges against your security deposit, please inspect all rooms immediately upon your arrival, and inform the Management Company anything that might be construed as damage (e.g., burns on counters, furniture or carpet; torn screens; major stains on carpet or walls; stained or torn upholstery; broken windows; etc.). Upon your departure if our management company reports to us any breakages, damages, need for extensive/excessive cleaning, excess telephone charges, 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, the same will be deducted from the security deposit. 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 the home during 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 will be deducted from the security deposit if the grill is not left in a clean state. We provide initial tank of gas 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 refill the gas 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. Renters cannot cancel their booking that is in-progress for a refund due to issues with pool heating that are beyond owner's control or when the owners are not given adequate time to rectify any issues with the pool heating equipment. 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, the villa receives monthly pest control treatment. Only when, in our reasonable opinion, pests in the living accommodation are a serious nuisance will further action be taken. No refund will be given if guests decide to cancel their booking without giving the owners and their management company an opportunity and adequate time to rectify situations arising from insects and pests.

**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. Further, if we need additional time to clean the house as a result of guests bringing the pet into the home and if this delays/prohibits the occupancy of the oncoming guests, any compensation/ refund of rent that is paid to the oncoming guests will be charged to guests.

**17. Resort Access Pass Fee and Parking:** Resort access passes are \$20 each and you need one per vehicle (minimum 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 at no cost 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. If your vehicle does not fully fit in a standard parking spot (i.e., the driveway without infringing upon the street or sidewalk), your vehicle may not be allowed to be parked in the resort premises. If in doubt, please ask us. 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.

**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, wire transfers, credit cards and Paypal. Online quotes assume payment with personal checks, cashier's checks or wire transfers unless mutually agreed in writing by the owners and renters of alternate payment methods. Credit card and PayPal payments are charged 4% transaction fee at the time of payment unless such fee is included in the rent and is agreed in writing as such.

**21. MISCELLANEOUS:** Signs posted in the rentals supplement this contract. Minimum stay requirements apply based on the villa and season of the year. When in question, please inquire with the owners.

Phone Charges: Free calls from the home phone are allowed to countries listed in the individual villa pages. Excess telephone charges will be deducted from Security Deposit or charged to Party Lead's credit card on file.

Internet: All equipment in the villa (electrical or mechanical), is used entirely at renter's own risk on behalf of themselves and their party. Guests assume all responsibility for the use of the internet network. Property Owners shall not be held responsible for any alterations of or interference with a laptop's configuration or operation or data files resulting from connection to the wireless network. Property owners shall not be liable for the consequences of internet use in any way, including the transmission of computer viruses, loss of data or email, or any harm resulting from the use of the wireless network. Property Owners shall not be liable for the loss or compromise of any confidential or sensitive, or any other information, and for any and all damages resulting from that loss or compromise. Property Owners do not guarantee uninterrupted service, error free connections or that all devices will be compatible with the wireless Internet service. Guests must know how to configure their own equipment. Property Owners cannot configure a guest's laptop or network card or help establish an internet network connection. Property Owners do not provide wireless network cards or computers to guests. Property Owners are not available for computer training or troubleshooting of a guest's computer. Wireless connections may be less secure than a wired connection. Virus and security protection are the user's responsibility. Internet connection is provided purely for legal usage only and owners will comply with any 3rd party requests to provide the contact information of guests who use the internet for illegal activities or downloading copy righted material.

**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.

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| A. BBQ grill left dirty: \$50  | B. Trash placed in the recycle bin: \$50                       |
| C. Trash left out of the garbage bins: \$50                            | D. Excess trash left in the house: \$50                        |
| E. If the AC unit freezes due to setting it below 72°F: Cost of repair | F. Glass broken in the pool or pool deck: Cost of actual clean |
| G. Clogged toilets: Cost of plumber visit                              |  |

**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 renovation/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. We trust all of our guests to be good stewards of our home. Please notify us of any missing items and we will attempt to rectify the situation during your stay. However, no refund in part or whole will be provided in any of the above-mentioned circumstances. We reserve the right to reasonably amend any of the above terms and conditions set out herewith.

**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 we suggest for you, 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 "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: Jan 15<sup>th</sup>, 2024