

BOOKING CONDITIONS

The following terms and conditions shall apply to any rental period booked, please read these through carefully.

All rental properties are licensed as hotels under the laws of Florida and are therefore under the jurisdiction of the Department of Business and Professional Regulations (DBPR).

State Law / Requirements:

This villa is a totally pet-free villa, having due consideration to any potential for damage, or risk of illness or allergies to subsequent guests. Under the State Hotel License, pets will not be accepted and if pets are found in the villa by the Management Company or their representative they will be removed from the property by the Sheriffs Department. The guests may be required to vacate the property with no refund on rental monies.

Similarly, the villa is subject to the **"No Smoking"** rules governing hotels. Smoking is prohibited anywhere on the premises, that includes the garage, pool and covered lanai. The villa is fitted with smoke detectors which will activate if guests attempt to smoke anywhere in the home. These detectors shall not be tampered with or disarmed in any way. Maintenance for these alarms can only be carried out by our Property Management Company.

The villa is fitted with pool door alarms. These are a legal requirement under Florida Law 515.33 and shall not be tampered with in any way. Tampering is a misdemeanor of the second degree, with a \$5,000.00 fine or one year's incarceration.

The Department of Business Professional Regulations has outlawed the use of charcoal and gas BBQ's in rental properties. We do however provide a gas BBQ grill which is positioned outside the covered lanai, where it should remain at all times. If you use the BBQ it would be appreciated if you would clean it.

Payment:

The deposit will secure your reservation with a completed Booking/Lease form. The reservation deposit is 20% of the lease amount with an additional amount for the applicable taxes that are due, also the \$200.00 security deposit which will be refunded within 7 days of departure (Tenant understands that they are responsible for the cost of any damages sustained to the property or it's contents, for breakages, loss of items or any extensive cleaning charges incurred during their stay). 40% of the rental is due 60 days before the rental begins and the other 40% is due 30 days before the rental begins. If the booking is made less than 8 weeks prior to departure date, the total cost must be paid in full and will be required with the Booking/Lease form. If the balance has not been received by this time, we reserve the right to cancel the relevant booking and re-advertise the Villa, and retain any deposit held in respect of the same. Payment for the booking shall be by way of check (US).

Reservation Deposit:

The Reservation deposit with the completion of a Personal Property Rental/Lease Agreement form will confirm the acceptance of our Booking Conditions on behalf of all persons for whom the accommodation is booked. This deposit is nonrefundable. Each booking will be confirmed in writing as soon as possible. If a booking is not accepted, any monies will be refunded.

Security/Damage Deposit:

As stated in PAYMENT paragraph, there is a security deposit due with the reservation deposit. All damages must be reported prior to vacating the premises. Should the damages exceed the security deposit, you will be held responsible for all damages and any and all attorney fees that may be due to collect same.

Cancellation by renter:

A sixty (60) day notice is required for cancellation. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit. We strongly advise that you take out your own travel & cancellation insurance.

Cancellation by owner:

Should for any reason we have to cancel your Villa booking, we reserve the right to return the monies paid to the party leader (without interest or compensation) or at the option of the party leader (subject to availability) will offer an alternative villa of similar standard through our Property Management Company.

Arrivals:

This will be after 4pm local time. Early check-ins WILL NOT be allowed. This is to allow a thorough cleaning of the home to be carried out following the departure of previous guests.

Departures:

Departure must be no later than 11am local time. Late check-outs WILL NOT be allowed.

Contract:

Signature of the Booking/Lease form constitutes acceptance of a contract on these terms subject to English & US law and the jurisdictions of the courts.

Signatory:

The Signatory must be over 25. The person signing the Booking/Lease form signs on his/her behalf and on behalf of every other person using the accommodation. All correspondence will be addressed to this person. Bookings will not be accepted from parents for the use by anyone under the age of 25 years.

Occupancy:

The property cannot be sublet or shared. The party must be exactly as stated on the Booking/Lease form. Any breach will result in immediate curtailment of rental and no refunds will be made. Fire regulations state that the maximum number of persons allowed to occupy the Villa at any given time is 10. Fire Regulations permit only the correct number of occupants. Anyone found in breach of this condition will have their booking terminated and be vacated from the Villa, without compensation or reimbursement of any money paid. Changes and amendments to reservations will be accepted at the discretion of the owner and in accordance with these conditions of reservation.

Obligations:

Guests should treat the property with respect and leave the home in a clean condition. No renter or his/her guest shall cause any loss, damage or breakage to the owner's property through any deliberate act or omission. Any accidental damage shall be made good by the renter before departure and reported immediately to our Management Company in order that the matter may be dealt with.

Nothing should be allowed to interfere with the quiet or comfort of other residents and the renter or his/her guest shall not act in any way to be an annoyance to the community/Sub Division.

It is unacceptable for the Management Company to attend after a guest has vacated the property to find all the towels and linens have been used and a washing and drying process not started, especially in the case of back-to-back bookings.

Household Cleaning and Garbage:

All soiled dish's are to be placed in the dishwasher and cleaning cycled started. All debris, rubbish and discards are to be placed in the trash can in the garage. The local Home Owner's Association (HOA) has a legal responsibility to reduce the risk of vermin in the subdivision, which is usually exacerbated by renters failing to deal with household waste and garbage as described within the Villa Information Folder. The HOA is empowered to issue fines for any noncompliance or failure to deal correctly, which is a guest responsibility and not the owners or Management Company. Household waste and garbage must be placed out on the appropriate days and in the manner described in the Villa Information Folder. Any noncompliance will also be regarded as a breach of the Villa's owners booking conditions, will result in the renter loss of Rent's & Deposit's and requirement to vacate the property forthwith.

No Daily Housekeeper Service:

While linens, bath towels and pool towels are included in the unit, daily housekeeper service is not included in the rental rate. We do not permit towels or linens to be taken from the unit.

Swimming Pool:

The Villa has its own private swimming pool and I and the rest of my party, in consideration of the use of the swimming facilities on the property, hereby expressly assume all risk associated with our use of the swimming facilities and hereby release and hold harmless the owners, Jan B. Trach and Helenmarie Trach and successors and assigns (the "Release") from and against any and all claims, liabilities, damages, expenses, costs, including reasonable attorney's fees, arising out of our use of the swimming facilities, whether or not caused by the negligence or negligent omission of releases, or any of them, including, without limitation, any personal injuries or damages from our use of the swimming facilities. The law of the State of Florida shall govern this release and without reference to its conflict of law rules. I warrant that I am at least 25 years of age when I accepted this lease and understood the above terms. We therefore strongly recommend that unsupervised children not be allowed to use the pool or enter the home with wet costumes, as chlorine will damage carpets and furnishings. Please use swimming towels provided in the box found on the pool deck. Non-breakable crockery has been provided for use in the pool area and must be used.

During the winter months a pool cover will be in use. The solar blanket is designed solely as a heating system and is not designed for use as a safety cover. It is not designed to support people or any other weight. The solar blanket must be completely removed from the surface of the pool before entry into the pool. Under no circumstances should anyone swim under the solar blanket.

Management Agent:

Should you need any help or if you have any problem with the property during your stay, please contact our Property Management Company, Company details will be sent with our Information Pack. We, as owners, reserve the right to enter the home or property if necessary during your stay for example, for home or pool maintenance (this normally would be by the Management Company) to unblock toilets, they will levy a charge unless the blockage is in the main drains due to other reasons, which will be determined by the contractor used to clear the drain.

Inclusive Fees:

Rates include a one-time linen-towel-set-up. There are towels for the pool in the unit.

Passports & Documents:

Passports, Visas, Health Certificate and Travel Documents are the responsibility of the party leader. We accept no responsibility for any delay or expense incurred arising from any irregularity with such documents. Please be advised that as of October 2004 all children need separate passports from their parents traveling to America.

Hurricane or Storm Policy:

No refunds will be given unless, The National Weather Service orders mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or a "mandatory evacuation order" has been given for the "Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.

The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning" area, we will refund:

1. Any unused portion of rent from a guest currently registered,
2. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Tropical Storm/Hurricane Warning" period.

Complaints:

Should there be any cause for complaint while in Florida; the Management Company must be notified immediately. No complaints will be entertained 7 days after the guest's departure. We will not be responsible for any loss suffered in the event of the villa being left insecure when unoccupied, so please ensure adequate insurance cover before you travel. Complaints must be notified to the owners within 7 days of their departure having been reported to the Management Company while in Florida.

Written Exceptions:

Any exceptions to the above mentioned policies must be approved in writing in advance.

Force Majeure:

The applicants accept full responsibility for making travel arrangements to ensure their occupation of the property for the period reserved. No responsibility or liability is accepted in respect of loss or damage, or alteration to dates caused by e.g. flight delays or cancellations, weather conditions, industrial disputes, terrorist activity etc. We do not accept responsibility or liability for any accidents, injury, illness or damage to any person that is sustained during the rental period. In particular, children must be supervised at all times within the pool and pool area. No diving or horseplay in the pool. No glass to be taken to the pool deck. In the very unlikely event of our being unable to carry out a booking, the owner will make every effort to obtain alternative accommodation or make a full refund of any monies paid. No further compensation will be paid.

The terms and conditions are subject to change without prior notice and any changes made, the guests will be notified accordingly.