

Rental Terms & Conditions For Florida orange Tree Villa

BOOKINGS

An initial reservation may be made by telephone, e-mail or from our Website and your dates will be held for 5 days. We have a minimum stay of 3 nights. When you have read and agree with our 'Rental Terms & Conditions' then complete and return our Booking Form.

DEPOSIT

Upon receiving the completed Booking Form we will send an invoice stating the total amount due and payment details. If you are booking at least 8 weeks prior to your arrival date then we require a 25% deposit to confirm the booking, which is non-refundable. However if the booking is less than 8 weeks prior to arrival we require full payment.

Receiving this Reservation Confirmation indicates the Guest accepts the terms and conditions for rental of the vacation home and warrants that he/she is authorized to agree to abide by them on behalf of all other persons staying in the property including those substituted or added to the reservation at a later date. The Guest may not sub-let or assign the property or share with other than the persons included in the agreement with the Managers. Additionally, acceptance of these terms and conditions authorizes the Villa Owner to charge the initial Reservation Deposit, and/or the Balance Due (including any additional requests by the guest); and to charge any additional amounts for gross miss-use of the property.

BALANCE OF PAYMENT

The balance of the payment is to be paid no later than 8 weeks prior to your arrival date. We reserve the right to cancel the booking if payment is not received by the due date.

PAYMENT

We accept all types of payments - bank transfers & personal checks are preferred, either within USA or UK. Credit card bookings can be taken.

In US \$. Credit card bookings incur a \$25 admin fee plus 2.5% of full value.

In UK £ credit card bookings incur a 3.5% admin fee of full value

CANCELLATION CHARGES

The guest may cancel the booking at any time after it has been confirmed. Cancellation must be made in writing or by e-mail. The following cancellation charges will apply:

- A. More than 8 weeks before arrival – Loss of Deposit
- B. Between 4 to 8 weeks before arrival – Loss of 50% of Total Cost
- C. Less than 4 weeks before arrival – Loss of 100% of Total Cost

We strongly recommend you take out your own adequate Travel Insurance to cover for any unforeseen cancellation or curtailment of your vacation. Should the Home Become Unavailable due to circumstances beyond the home owners control, we reserves the right to offer a substitute home with a comparable accommodation. In very rare Instances, circumstances may dictate that the owners must cancel the contract prior to the guest taking occupancy of the property. The Managers reserve this right of cancellation and will refund all monies received from the Guest in this circumstance without interest or compensation.

AMENDMENTS

Alterations to Confirmed Bookings can be requested and will be at our discretion . Changes need to be notified in writing or by e-mail together and should not be assumed accepted until received in writing.

TAXES

By Florida State Law all rentals are subject to Sales Tax & Tourist Tax @ 11%

OCCUPANCY

Florida State Law prohibits subletting, sharing or assigning. Therefore only the persons named on the Booking Form are allowed to stay in the house, any persons not shown on the Booking Form will be asked to leave. Each home contains a floor plan, which clearly states the maximum occupancy level of 10 persons (plus babies in cribs) Persons / Children Under the Age of 21 years are not acceptable unless accompanied by parents or a responsible adult.

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ARRIVAL & DEPARTURE

The rental commences at 4:00 p.m. on the day of arrival and ceases at 10:00 a.m. on the day of departure. If a later checkout time is requested and is available, there will be a \$75 charge.

UTILITIES

All rentals are inclusive of electricity and water.

CLEANING

The property will be cleaned before your arrival and again on your departure. . If our housekeeper should need to spend more time cleaning the property after your stay than the normal time allotted by the Manager, you will be charged accordingly, so please leave the house in a reasonable condition.

If you require extra cleans during your stay there is a charge of \$75 per clean (no laundry included) or you can add a full clean \$100. (ask for further details).

USE OF THE TELEPHONE

A telephone is available for your use in the home. Calls throughout the US, & Canada are toll free.

POOL& SPA HEATING

During the period November to March pool heating is recommended, this should be requested at the time of booking and is charged at \$30 per day plus sales tax & tourist tax. In the event pool heating is requested and paid for, we cannot guarantee the temperature of the pool as this will vary according to different factors, the main one being the prevailing weather conditions, and no refund can be given under such circumstances. Pool heating costs will only be refunded if the heater is not working at all. A minimum of 3 consecutive days is required for pool heat. If you do not request pool heat on booking and request pool heat to be switched on once at the villa the management company may charge an additional \$30 plus tax call out fee

Pool Alarm on Patio Door The vacation home has a pool alarm on the patio door for child safety. Tampering with the alarm is a federal offense carrying a \$5,000.00 fine as a penalty. The Management company must be promptly informed of any malfunctioning alarm.

INVENTORY ITEMS

No inventory items are to be removed from the house. This includes linens and towels. Any breakages or damage must be reported to the management company immediately.

INSURANCE

All guests are required to pay a mandatory \$50.00 reservation processing fee which includes Accidental Rental Damage coverage.

This is in Lieu of a security deposit and covers you for accidental damages to the rental property and its contents. This program covers up to \$1500 if the property or its contents are damaged during your stay subject to reductions, limitations, exclusions, and termination provisions.

For a full description of the plan, please contact us for a copy. You must notify Really Florida of any damage or theft to the villa during your occupancy, or this plan is void and you will be held responsible for any damage to the unit.

LIABILITY

We the owners or the management company do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the home including the pool and spa. It is the responsibility of an adult member of the party to ensure that children are **always** properly supervised when in the villa, pool, spa and surrounding area.

Neither we the owners or the management company can be held responsible for any ongoing construction, alterations to existing houses or any noise as a result thereof on or around the community.

NOISE

Please bear in mind that most homes are situated on a community, which consists of both residential and short-term vacation homes, we therefore request that out of respect for your neighbors, no noise between the hours of 10 p.m. & 8 a.m.

COMPLAINTS OR DISATISFACTION

In the unlikely event of a complaint during your stay please contact our management company.

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In the Unlikely Event of Equipment Malfunction, the Management company will strive to reduce the Guest's inconvenience by expediting any necessary repairs to the home's appliances and fixtures. However, no rebate can be approved based on circumstances beyond the Managers or home owners control.

FORCE MAJEURE

Neither we the owners or the management company can accept or be responsible for or be liable in respect of loss, damage or changes caused by force majeure (e.g. strikes, floods, closure of airports, weather conditions or other events beyond our control).

NO SMOKING POLICY

Please note **ALL** our homes have a **NO SMOKING** policy. Smoking is only allowed on the pool deck or outside the home.

PETS

We do not allow pets of any kind within our property.

GRILLS

The property does have a small charcoal barbecue outside the Pool cage area available for guests use. You need to provide your own charcoal & this must be cleaned by guests after use or additional charges will be levied.

Grills with gas tank can be supplied for a minimum charge of \$60+ tax for up to 1 week (7-days) and \$5.00 + tax for each additional day.

Please Note: By State Law cooking must be done outside of the pool cage.

CRIBS

There is one crib provided within the villa free of charge. A high chair and stroller are also provided for your convenience. We do not provide sheets or blankets, please bring your own for your child.

INFORMATION BOOK

An Information Book is provided for guests and is packed with useful information. This Information Book must not be removed or taken from the home,

DAMAGE

The Guest is Responsible for the Property. This property is privately owned and the Guest is expected to take reasonable care of it. All damages and breakage's are the legal responsibilities of the Guest and their cost shall be paid on demand. Kool Aid (as well as other colored punches and grape juices) are not permitted inside the home. These beverages cause stains that are unable to be removed from carpets and upholstery. A \$250 fee will be charged if stains are found as a result of your stay, caused by the above items. The Guest is also responsible for occupying the home in a quiet and dignified manner. Any maintenance or repair of the premises, equipment amenities or fixtures required due to misuse will be charged to the Guest. The villa Owner cannot under any circumstance be held responsible or liable for any accidents or injuries to guests however incurred or for loss of money, jewelry or valuables of any kind.

This Contract is subject to and shall be construed in accordance with the laws of Florida and the parties hereby submit to the exclusive jurisdiction of the United States Courts System.