

CASA PALOMA VILLA EXECUTIVE

ORLANDO VACATION RENTAL HOME - TERMS & CONDITIONS

This is my rental agreement.

RESERVATION/SECURITY DEPOSIT - Renter(s) reservation will be confirmed upon receipt of a refundable security deposit and owner approval. Peak period bookings generally require a larger refundable security deposit. Monthly bookings require 25% deposit as well as the damage deposit due at time of booking. Deposit will be held pending determination that upon departure Renter(s) have left the Vacation Property and contents in the same condition it was upon arrival, and there are no outstanding charges i.e. telephone, extraordinary cleaning services, repairs, damage, loss of inventory, excessive use of electricity, etc. at which time it will be returned to Renter(s), less any outstanding charges, within 5 business days from departure. In the unlikely event of additional cost over the security deposit, Renter(s) will be notified and billed or charged according to the form of payment on file.

Full rental payment must be received no later than 60 days prior to arrival or reservation may be cancelled without refund unless the reservation is made less than 60 days from the actual rental date, in which case payment is due at the time of reservation. As a courtesy, we offer a payment plan when applicable. If you select the payment plan 50% of the rental payment will be due 60 days prior to arrival and the balance will be due 30 days from arrival. Please note the cancellation policy remains the same whether the payment plan is chosen or not. If the Vacation Property Renter(s) reserved becomes not suitable or not available for occupancy, Renter(s) will be advised and relocated to a similar property or offered a full refund. Under no circumstances would Owners' liability exceed the rental amount paid.

DAMAGE AGREEMENT - Renter(s) are individually and severally liable and otherwise fully responsible for any and ALL Renter(s)/invitee(s) caused damages incurred to the Vacation Property, including, but not limited to all adjacent structures and premises, throughout the entire duration of their stay of occupancy. This includes, but is not limited to intentional and/or unintentional removal of Owners' and/or accidental damage to structure(s) and premises including, but not expressly limited to any and all fixtures, appliances and furnishings. Renter(s) credit card(s) shall be charged at full cost of repair and/or current replacement, including labor and materials, removal and disposal, plus taxes and surcharges, as applicable.

EXCESSIVE GARBAGE & CLEANLINESS OF HOME - Renter(s) credit card(s) shall be charged at full cost to return property to a rentable state. All debris, rubbish, and discards must be placed in garbage bag(s) and placed in the proper receptacles as indicated in each home. Soiled dishes must be placed in the dishwasher and cleaned. All dirty laundry must be placed on top of the washing machine. **Unlike hotels, vacation rental properties must be returned to the owner in a reasonable state.** Any and all additional excess cleanup will be \$300.00 charged against the security deposit. Property and/or its contents, nor from mold and/or airborne spores, nor from pet/animal allergens, nor from Chemical agents including, but not limited to appliances, linens, carpeting, utensils, fixtures, hot tubs and/or To other equipment. All homes will be supplied with bed and bath linens, as well as an initial supply of toilet tissue, trash bin liners and bath soaps. Additional toilet tissue, bath soap, paper towels, detergent, dishwasher soap, garbage bags and beach towels will need to be brought/ purchased by guest.

SECURITY SYSTEM -- If the villa alarm system is triggered by way of a false alarm and the instructions have not been followed correctly by the guests, this will incur a \$200 fine as a Deputy of the Sheriff's department will be dispatched to investigate. In this instance the homeowner will be fined so the charge will be passed on.

By written or electronic endorsement of this Agreement, Renter(s)/invitee(s) hereby agree to forever hold harmless and indemnify Owners from any liability/responsibility arising there from.

HOME MAINTENANCE/HOLD HARMLESS - No guarantees are expressed nor implied regarding suitability or fitability for any particular purpose. Owners do guarantee that appropriate repair and/or replacement will be performed as soon as possible under prevailing circumstances. As such, it is the Renter(s) responsibility to immediately notify Owners of any and all difficulties that they incur during their stay so that appropriate repairs/replacements can be scheduled and performed. Inconveniences under which we may have no immediate control and which DO NOT warrant any refund of rental monies include: (1) breakdown of TV's, pool pump, pool heater and/or other recreational appliances/devices, (2) power outages, (3) adverse road and/or weather conditions, (4) construction taking place in the area, (5) Vacation Property is not decorated and/or otherwise accommodated to suit the Renter(s) individual/personal taste(s), (6) The Pool Table has been moved or evidenced that anyone of stood, sat on or otherwise to disrupt the seam or overall level and balance, (7) All debris, rubbish, and discards are placed in garage bag(s) taken to end of driveway for **Sunday night & Wednesday night Garbage pickup** and soiled dishes are placed in the dishwasher and cleaned, (8) All keys are left in the lockbox by the front door and home is left locked, (9) All charges accrued during the stay are paid prior to departure, (10) No linens are lost or damaged. (11) The renter is not evicted by the Owner the local law enforcement, or Security Company employed by Aviana community.

All Renters and their invitees use the Owners' Vacation Property structures and premises at their own risk. Owners shall not be held liable nor otherwise responsible in any way for injury to any Renter(s) and/or their invitee(s), that is caused or permitted to be caused

by the intentional or unintentional acts of said Renter(s) and/or invitee(s), or by the failure of structures, appliances (including pool pump, pool heater and bbq), furnishings, and/or other equipment, whether by malfunction, misuse, acts of God/nature, and/or are otherwise naturally occurring. No guarantees are expressed nor implied as to the fitability of utilities and/or other services provided to the vacation property and adjacent structures and premises. No guarantees are expressed nor implied regarding the fitability/suitability/compatibility of materials utilized in the construction of the vacation property and/or its contents.

Owners shall not be held liable nor otherwise responsible in any way for allergic recreations to it Renter(s) and/or invitee(s), caused or permitted to be caused by materials utilized in the manufacture of the Vacation Property and/or its contents, nor from mold and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to appliances, linens, carpeting, utensils, fixtures, hot tubs and/or to other equipment.

By written or electronic endorsement of this Agreement, Renter(s)/invitee(s) hereby agree to forever hold-harmless and indemnify Owners from any liability/responsibility arising there from.

ATTORNEYS FEE/DEFAULT - If any legal action or proceeding (including default, non payments, etc.) arising out of or related to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party. The jurisdiction for any legal action or proceeding will be the State of Florida.

FORMS OF PAYMENT - The security deposit is required to be made through credit card: Visa, MasterCard, Discover or American Express. All remaining payments must be made through Visa, MasterCard, Discover, American Express, PayPal.

CANCELLATION POLICY - More than 60 days - you will receive your security deposit (minus \$50 processing fee) and any rental payment returned; 60 days or less - forfeiture of rental payments and security deposit if another renter, with similar terms can not be found. The determination of 'similar replacement' will be the owners' alone.

OCCUPANTS - No more than people are allowed to occupy the Vacation Property. Maximum occupancy is eight. At least one (1) occupant must be over the age of 25 and sign the rental agreement.

RESPECT FOR NEIGHBORS - There is an enforced quiet time year round of 10pm to respect the neighbors. Concerning having guests in the home; absolutely no large parties. Parties in excess of 15 people without prior owner consent are prohibited. Should the owners receive noise complaints or the authorities are summoned to the home, the penalty would entail an automatic forfeiture of deposit and the Renter(s) and/or their invitees will be subject to immediate forced eviction from the Vacation Properties.

ARRIVAL is anytime after 4:00 PM on arrival date and strictly enforced. You will be charged \$50 per hour for all hours prior to 4:00 PM if found occupying the home without consent.

ARRIVAL DUTIES require you to check your home upon arrival. Every effort is made to see that the home is in proper order before your arrival.

DURING YOUR STAY you will be provided with linens, towels and beach towels. There is a welcome booklet in the home that describes the area and also indicates where you can locate the nearest supermarket, hospital and police station.

DEPARTURE time is strictly enforced and is no later than 11:00 AM on your departure date when the property should be available for inspection/cleaning. Any exceptions must have prior approval from Owners. Failure to vacate the Vacation Property on the scheduled date of departure by our established check-out time of 11:00 AM shall result in immediate assessment of a fee equivalent to the sum of one (1) additional nights' rental rate, plus tax, with all such costs being charged against the the Renter(s) deposit and the Renter(s) and/or their invitees will be subject to immediate eviction from the Vacation Properties.

DEPARTURE DUTIES require you leave the home generally in the same order as your arrival.

- Return all furniture to original location.
- Put all trash in plastic bags and place in outside trash container.
- Remove all used linens from beds and used towels from bathrooms and place in laundry area.
- Check closets, dresser drawers, and under beds for personal belongings.
- Close blinds and lock all windows and doors, including garage door if applicable.
- Leave bathrooms and kitchen in reasonable order.
- Leave all lights, televisions and appliances off. Refrigerator is to be left on.
- It is your responsibility to leave the home in reasonable order. You will be charged if excessive cleaning is required.

RULES & REGULATIONS - NO PETS & NO SMOKING in the property. In order to preserve the integrity of the rental property, we ask that it be occupied in a quiet and dignified manner, protecting the premises and its contents against damage, loss or theft with adherence to all the rules and regulations of the City of Davenport and the Owners. Renter(s) not in compliance may be asked to vacate the premises subject to forfeiture of rental and /or deposit money.

POOL/SPA There is a daily charge of \$35 for pool and spa heat. Recommend (Oct- Mar) only.

POOL DISCLAIMER/ASSUMPTION OF RISK - There is no lifeguard on duty. Persons using the pool do so at their own risk and the Owners assume no responsibility for accident or injury. Vacation Property is equipped with a pool and the Owners will do their best to keep it operational; however, they cannot guarantee its operation all or any of

the time of occupancy. Renter(s) should inspect on arrival. Owners will not be responsible to clean the pool during Renter(s) stay; however normal maintenance of pool service will be continued and Renter(s) must allow servicemen entry to pool area.

Please understand that it is not possible to guarantee the temperature of the pool which to some degree is dependent on the local weather. Gas heat pumps are more efficient at heating the water of pools and spas in all temperature ranges. Typically, a swimming pool at a Vacation home in Florida that is heated by a gas heat pump will heat to the operating temperature (75-85 degrees Fahrenheit) within 1 day. Spa pools will warm to their operating temperature within 15 minutes.

Guests should note that on vacation homes offered with gas heated pools, the pool heat charge is higher than on electrically heated units as the fuel costs are higher. Electrically heated pumps will warm a pool on a Florida pool home to the operating temperature of 75-85 degrees Fahrenheit in 24-48 hours - depending upon the ambient air temperature.

Please note that electrical pool heaters utilize a heat exchange pump. If the outside temperature at your vacation home drops below 55 degrees Fahrenheit, then the pool heater will not operate, and the pool will not be heated. If the overnight temperature drops below 50, the pool may not be able to return to the operating temperature range during the following day. In this event, NO refund will be given to the guests.

Guests should also note that spa pools provided on vacation homes with electric heat pumps are not hot-tubs, and are not always designed to heat higher than the temperature of the pool. All should note that pool heat cannot be guaranteed, as sometimes mechanical devices fail, or environmental factors will not allow the pools to be heated.

Guests must notify the owner of failure of pool heat on the day, so that the temperature or the equipment can be checked by personnel.

Due to Florida laws statute 515.29 the pool fencing safety area can not be removed at any time due to State of Florida Laws if it is removed the security deposit will be revoke due to Fines be the state. http://www.poolsafetyfences.com/pool_rules.html.

POOL OPERATION AND HEATING - Guests are not permitted to interfere with the workings of the pool nor are they allowed to change any settings that control the pool heat. The pool heat is set at a temperature that is suitable for the Floridian climate. If guests have concerns regarding the pool or the temperature they must contact the Management Company to address these concerns. Random inspections of the pool controls will be made by the Management Company, if there is any evidence found that these have been tampered with, this will warrant the complete with holding of the guests security deposit

CODE OF CONDUCT -- Aviana is a residential community. The actions of all members of your party should not interfere with the enjoyment of either other holidaymakers or the residents of Aviana. Please do not use the swimming pool, play

loud music or engage in any activity which may cause inconvenience to your neighbors after 10.30pm or before 7:30am. In the event that any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other holidaymakers, residents of Aviana or damage to any property, the owners or their management company reserve the right to terminate your rental agreement immediately and forthwith. The owners or their management company will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action.

BARBECUE FEE – We have provided a small barbecue for our guest's enjoyment. Please be careful when using the equipment and clean up any spills straight away. The barbecue and surrounding area must be left in a clean and satisfactory condition. If the Owners deem the grill and area are left dirty an extra cleaning charge will be made and deducted from the security deposit (min \$55). Some communities and private residences are equipped with barbecues grills. Please use caution when grilling. **Note:** Outdoor grilling is permitted only in designated areas. Grilling on pool decks, balconies, or screened porches is prohibited by law.

CLEANING FEE - A departure cleaning fee is required for all reservation periods. There will be an additional cleaning fee if house is not found in reasonable order. On a monthly basis rental the fee will be assessed twice.

PARKING - NO Commercial vehicles allowed to park on rental property ground.

TELEPHONE - U.S. and Canada toll free provided phone service.

KEYS - Home has a key lock box that secures the key. The code can be requested 24 hours before arrival. Replacement cost: \$75 Per Key. Please make sure you don't lose your key..

STORM POLICY - No refund will be given unless: A: The National Weather Service orders mandatory evacuations in a "Tropical Storm/Hurricane Warning" area and/ or B: 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 mandatory evacuation order in a "Tropical Storm/Hurricane Warning" area, we will refund: (1) Any used portion of rent from guest currently registered; (2) Any used portion of rent from a guest who is scheduled to arrive and wants to shorten their stay to come in after the Hurricane Warning is lifted; and (3) Any advance rents collected or deposited for a reservation that is scheduled to arrive during the Hurricane Warning period.

LIABILITY WE DO NOT ACCEPT LIABILITY FOR ANY INJURY, DAMAGE OR LOSS SUSTAINED BY ANY MEMBER OF YOUR GROUP OR ANY PERSON WHO ENTERS INTO THE VILLA DURING YOUR CONFIRMED RENTAL PERIOD EITHER BY YOUR INVITATION OR NOT, EXCEPT WHERE ANY PERSONAL INJURY OR DEATH IS ATTRIBUTABLE TO OUR NEGLIGENCE.

INSURANCE - IT IS STRONGLY RECOMMENDED THAT YOU AND ALL MEMBERS OF YOUR PARTY TAKE OUT HOLIDAY TRAVEL/MEDICAL INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES THAT MAY OCCUR. IT IS YOUR RESPONSIBILITY TO ENSURE YOUR COVERAGE IS SUFFICIENT.

It's Florida and we do have hurricanes. We strongly recommend insurance so that for any reason you don't lose your money when you take a trip. One site to check on

Travel Insurance is <http://www.insuremytrip.com/> well worth the money for all of us!

- RENTAL APPLICATION -

Dates Requested:

Check-in: ____ / ____ / ____

Check-out: ____ / ____ / ____

Pool Heater Yes ____ No ____ How Many Days _____

Barbecue Grill Yes ____ No ____

Baby Package Yes ____ No ____ Baby Crib \$ 40.00, __ Stroller and infant car seat, (Travel System) \$24.00 __ bassinet and playpen \$20.00 __, Baby Walker \$10.00 __, Baby High Chair \$12.00 __ a day.

Applicant's Name (Renter): _____

Address: _____

City/State/Zip: _____

Home Phone: _____

E-mail: _____

Driver's License #: _____

State of Issue: ____ Expires: __ / __ / __

License Plate #: _____

How many people will occupy the Vacation Property (including you)?

Adults: ____

Kids: _____

Names and ages of all occupants/renters:

1. _____ Age _____

2. _____ Age _____

3. _____ Age _____

4. _____ Age _____

5. _____ Age _____

6. _____ Age _____

7. _____ Age _____

8. _____ Age _____

REQUIRED FOR RESERVATION CONFIRMATION

Credit Card #: _____ Security Code: _____

Name on Card: _____ Expiration Date: _____

Card Type: __ Visa __ Master Card __ American Exp __ Discover __ PayPal _____ (3% initiation fee).

Credit Card Fees: 3% for US cards, 4% for US business cards, 5% for all other cards

Cardholder Signature: _____ * Security
Deposit Must be Paid by Credit Card*

**By signing above, cardholder allows Owner of Vacation Rental Property to charge any and all damages caused to rental property

And/or surrounding structures, above and beyond the security deposit, to said credit card. **

I confirm that all the information supplied is true and correct. I understand that I can be turned down for the Rental property if I have falsified any information on this application.

Applicant's Signature _____ Date _____

Automatic Payment Processing:

Charge Credit Card Listed Above for Security Deposit Only ___Yes ___No

Charge Credit Card Listed Above for Full Payment ___Yes ___No

Charge Credit Card Listed Above for Payments When Due ___Yes ___No

Please fill out the rental application portion fully and sign the rental agreement. Scan the documents and e-mail the attachments back to us at to: myflvacationhome@gmail.com *Note - if you do not have the ability to scan and attach the documents, you can always fax them to us. Our fax numbers are: /1-435-921-3219 Please sign rental agreement as quickly as possible it is first come first served bases.

Privacy Policy: All information collected by Owners is for internal screening purposes only and will not be shared with any other parties. *Note - Application fees are nonrefundable regardless of screening results.

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Also See our website for Disney Tickets and other attractions, and Rental Car deals . The best price in Town!!!!

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