

# Rental Agreement



## **Terms & Conditions**

These Terms and Conditions are incorporated into and made a part of the Rental Agreement entered into between GUEST and VACATION VILLAS PROPERTY MANAGEMENT, LLC (hereinafter "VVPM").

### **Administration Fee**

All changes made to the reservation, once confirmed will be charged \$50.00. Your dates are not automatically interchangeable.

### **Balance Due**

The balance is due and payable in full at reservation. Groups must be the size specified on the reservation form including children, failure to comply will render the booking void and forfeit of all monies paid. You will have to change your booking and pay any difference or if the property is over capacity, vacate with immediate effect.

### **Cancellations**

Cancellations may only be made in writing (e-mails sent to [info@VacationVillasKissimmee.com](mailto:info@VacationVillasKissimmee.com) are acceptable), and are effective only upon receipt by VVPM. It is the responsibility of Guest to retain proof of any such cancellation. Any cancellation received 31 days or more prior to Guest's arrival date are refundable, except for \$300.00 deposit. No refunds will be issued to any Guest that cancels a reservation within 30 days of arrival date. A Guest's reservation will automatically be cancelled if payment is not made in full 30 days prior to arrival or if a rental agreement has not been signed and received by VVPM.

### **Check in time**

**Check in: 4pm.**

**Check out: 10am.**

Any problems found at check in **must be reported immediately** and not left until check out. Early check in and late checkout may be possible by prior arrangement only and is chargeable.

### **Child Safety Fences**

You are advised to keep the child safety fences in position while you are renting the home, if you do choose to remove them, VVPM nor the home owners of the property will accept liability for any unfortunate accident that may occur.

Initial: \_\_\_\_\_

# Rental Agreement



## **Cleaning**

Each reservation includes a home cleaning fee. Daily housekeeping is not provided and it is the responsibility of the guest to maintain the cleanliness of the home during the term of a stay.

If you wish to book a mid-stay clean VVPM can arrange this for an additional cost to the guest, based on the size of the house. Please ask us.

At the end of a guest's stay the home will be cleaned by a professional cleaning staff. This will include washing bed linens, towels, and dishes, as well as vacuuming and sanitizing the kitchen, bathrooms, living room, and bedrooms.

After making it your home for your stay please put any unwashed linens in the utility room and replace any items you may have moved including furniture.

**While the home will be cleaned after a guest departure, guests are required to leave the home in a comparable condition as it was found and guests are responsible for picking up and bagging all trash in the home; failure to do so will result in an additional clean fee charged to the guest.**

## **Damage and Breakages**

Any damage or breakages must be reported to **Vacation Villas Property Management** immediately.

If not, the guest/s may be held liable for the repair/replacement cost.

## **Force Majeure**

VVPM nor the home owners will be held liable for any incident due to a Force Majeure whether it be caused by the elements of nature, act of God, mechanical or any event that is beyond our control.

## **Furnishing and Linens**

Furnishings of the Premises are subject to change without notice. Furniture, bedding, utensils or any other property supplied with the Premises must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Guest.

Moving of furnishing inside, outside, or in the game room of the Premises is strictly forbidden. If any furnishings need to be moved back to original placement, there is a \$125.00 per hour charge to the Guest.

A basic supply of linens is provided in each property. Bed linen and bath towels are not changed during your stay. The startup kit of hand soap, toilet tissue, paper towels, laundry soap, dish soap and trash bags are not replenished.

Initial: \_\_\_\_\_

# Rental Agreement



## Indemnification

Guest hereby agrees to indemnify and hold VVPM harmless for injuries or other losses to Guest and other persons and property that may occur in connection with Guest's use of the Premises. Guest further agrees that, as agent for the owner of the Premises, VVPM has no control over the condition of the Premises and, furthermore, that VVPM is not under any obligation to accept for safekeeping any moneys, securities, jewelry or other articles of personal property belonging to Guest, nor is VVPM liable for any loss in connection with any such items, or for providing security for the Premises. VVPM will cooperate in forwarding any complaint or concern of Guest to the owner of the Premises, but shall not be obligated to correct any condition or hazard associated with the Premises. **All property information is provided by the individual property owner and is true and accurate to the best of VVPM's knowledge, however guest agrees to indemnify and hold VVPM harmless for any property information errors due or changes due to maintenance or owner's removal of items from the home. We have made every effort to ensure that all information on VVPM website is correct and accurate.**

## Left Behind

No responsibility can be taken for items left behind, please check the home to make sure you have everything, suitcases, wallets, purses, children before leaving for the last time. Please be sure to lock all doors and set the alarm (if fitted and activated) on exiting for the final time. Do not exit via the garage door as it can only be locked from the inside.

## Liability

**Vacation Villas Property Management** nor the Home Owners of any of the properties advertised on this website accept responsibility/liability for any injury caused due to negligence of guests or anyone in their party whilst in the rental home.

## Parking Policy

Some of the vacation home communities will not allow cars to be parked on the streets in order to ensure proper access for emergency and waste management vehicles. Regardless of your community, **ALL VEHICLES MUST BE PARKED IN THE DRIVEWAY AND/OR GARAGE** (where available). Guests are strictly forbidden from parking vehicles in garages with a game room and additionally are forbidden from moving game room furnishings. Any damages resulted from failure to comply with this will result in a charge to the guest. Vehicles parked along the street may be towed without prior notification. RVs, commercial vans, buses, and trailers are NOT permitted at any home and will be towed at the Guest's expense.

**Vacation Villas Property Management is in no way responsible or liable for any vehicles towed during a Guest's stay.**

If there is not enough parking at a vacation home guests may call the office for help with a solution.

Initial: \_\_\_\_\_

# Rental Agreement



## Payments

We accept payment by PayPal, check, money order or bank draft. We do not recommend sending cash in the mail.

## Pets

**Guest acknowledges that NO PETS or animals of any nature are permitted on the Premises, unless the reservation and VVPM has expressly authorized such use. Service animals are excluded.** Some homes are Pet Friendly (Dogs only) and require a non-refundable Pet Fee of \$200.00 and Refundable Pet Deposit. If pets or animals are found to be occupying the Premises without authorization, Guest will be subject to all other rights and remedies of VVPM for violation of these Terms and Conditions, and in addition a \$500 cleaning fee will be charged to the credit card on file.

## Pool Heating

Pool heating is offered at a cost of \$20.00 per day, inclusive of tax. We recommend Pool heat from October 1<sup>st</sup> throughout April 15<sup>th</sup>.

If you have not requested to have pool heat, but would now like it added, please contact us prior to your arrival, as most pools take up to 24 hours to heat from the time turned on. Pool heaters have electrical/mechanical components. These components can sometimes malfunction. VVPM, its Vendors, and the Homeowner cannot be held responsible for any malfunctioning heater. Please inform us as soon as possible if your pool/spa is not working properly. **No compensation will be given for a malfunctioning heater.** VVPM will do everything in its power to rectify any problems with malfunctioning equipment as quickly as possible.

*NOTE: All pool homes have Pool Door Alarms and/or Child Safety Fences. According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5,000 fine or one (1) year in jail. VVPM will assess a **minimum charge of \$75.00 per alarm** for its repair/replacement. **Please do not tamper with the pool alarms.***

## Prohibited Uses

Only Guest and persons identified in the Rental Agreement as a Guest party may use or occupy any part of the Premises. Guests may not invite other persons to make use of the Premises or the amenities related to such Premises for any reason whatsoever.

**Smoking is not permitted in any part of the Premises. Failure to comply with VVPM 's non-smoking policy will result in a \$75 charge to the credit card on file.**

Grills should only be used on the lawn outside of the pool screen, and not inside any other part of the Premises including, without limitation, inside the house, in the garage, or on the pool deck. Guests are solely responsible for using appropriate safety precautions in using grills on the Premises, and shall be liable for all damage resulting from misuse of any grill.

Parents are solely responsible for supervising their children on the Premises, including the pool, if applicable.

Adult supervision is required at all times when children are using the pool.

Renters must be 21 years of age and hold a major credit card (not debit card) in their name.

Initial: \_\_\_\_\_

# Rental Agreement



## **Quiet times**

All guests must note and observe the quiet times which are 9pm – 9am every day.

## **Refundable Deposit**

The refundable deposit will be charged at the time of final payment to the reservation. Refunds will be issued after departure inspection.

## **Right to Refuse Occupancy and Removal of Guest**

If Guest violates the terms and conditions of occupancy of the Premises, including without limitation, failure to pay rent as agreed with VVPM, failure to check out of the Premises at the time set forth herein (or if such time is extended VVPM 's sole option, at the time otherwise agreed to by Guest and VVPM in writing), causing damage to the Premises, or engaging in prohibited use of the Premises, and Guest fails to pay for, or vacate the Premises upon written or oral request by VVPM, Guest may be summarily removed with the assistance of a Florida law enforcement officer in compliance with Section 509.141(4), Florida Statutes. In addition, in the case of a large unpaid bill for rental of the Premises where VVPM reasonably determines that such an unpaid bill may not be paid by Guest, VVPM may elect, in addition to all other remedies available to VVPM, to lock Guest out of the Premises until payment arrangements are made in accordance with Section 509.401, Florida Statutes. In the event a guest fails to depart from the home on time at 11:00 am, forcing VVPM not to be able to clean and prepare the home for the next arriving guest that day and having to move that guest to another home, the departing guest agrees to pay damages and cost incurred by VVPM. VVPM reserves the right to refuse service to any guest for any reason, provided, however, that such refusal shall not be based on race, creed, color, sex, physical disability or national origin.

## **Tax Rates**

All rental rates and fees are exclusive of taxes, currently 13%.

## **Travel Insurance**

It is strongly recommended that you purchase travel insurance.

By signing the reservation form you agree that you are signing for and on behalf of all members of your party and that you have read and understand the above terms and conditions and agree to be bound by them. In the event of a dispute they will be quoted to you.

Dated.....

Signed.....