

Terms and Conditions of Rental  
4604, Cumbrian Lakes Drive

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**Rental Period, Main Contact and Clients:**

Arrival Date:		Main Contact Name	
Departure Date:		Address	
No. of nights:		Telephone	
Note: Departure date is the date you will leave the villa!		Fax	
		e-mail:	

Other occupants (Florida State law requires all names; Villa licensed for 10 guests NO more than 10 will be allowed to stay)

2.	7.
3.	8.
4.	9.
5.	10.
6.	It is assumed that the main contact is staying in the villa!

Rental Amount £/US\$		A refundable Security Deposit of £250/US\$350 is required
Pool heating required?	Yes/No	Pool heating is subject to a charge of £90/US\$130 per week

**Booking Procedure**

A booking will be confirmed once a deposit of £200/US\$300 has been received. Please note that in the event of cancellation by the client (ie. you) of a confirmed booking, this deposit is NOT REFUNDABLE. Eight weeks prior to the arrival date (the “due date”) full payment of the rental amount (less the booking deposit) must be made. No reminder will be issued. At the same time you must make arrangements regarding the security deposit (see below). PLEASE NOTE: In the event this full payment is not made by the due date the owners (ie us) reserve the right to cancel the booking.

**Late Bookings**

For bookings made within eight weeks of the arrival date full payment of the rental amount and the security deposit is required at the time of booking.

**Cancellation Charges**

If you have to cancel your confirmed booking or you fail to pay the full amount by the due date as described above, the following charges are applicable. Cancellations by you must be in writing by the main contact or their legal representative.

Timescale (prior to Arrival Date)	Charges
More than 8 weeks	Loss of Booking Deposit
Between 4 and 8 weeks	50% of Rental Amount
Less than 4 weeks	100% of Rental Amount

In the event that the owners are able to re-let the property for the rental period they will endeavor to return to you any monies over and above those which they would have gained from your rental, less a £100/US\$150 administration fee. This is not guaranteed but is our intention. Further details on request.

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**Terms and Conditions of the Booking**

Please read these terms and conditions carefully as they form part of a binding contract.

- 1) Rental times are from 4pm on the day of arrival. You must vacate the villa by 10am on the day of departure. Failure to vacate the property by this time will result in additional charges.
- 2) You will be required to pay a security deposit in cash or to provide credit card details and authority to charge the security deposit. You will be charged for damage and breakages which are not considered "fair wear and tear" and for extreme use of utilities. This includes, but is not limited to, excessive cleaning costs, replacement or repairs to the property or any of its contents, the pool, pool deck or grounds. Extreme use of utilities includes, but is not limited to, excessive use of electricity (typically due to having air conditioning on full with external doors open!) You will also be charged if any keys to the property are not returned on checking out. If you provide credit card details, your card will only be charged if necessary. If you pay by cash, the security deposit (less any deductions), will be refunded to you within 21 days of your departure date - subject to a satisfactory status report from our Management Company in Florida. Do not expect to receive the security deposit refund on vacating the villa. Your rental times are from 4pm on the day of arrival and the villa must be vacated by 10am on the day of departure..

Notwithstanding the amount of the security deposit, you are liable for all damage caused to the villa. Thus the owners reserve the right to pursue you for further monies to cover malicious or avoidable damage over and above the amount of the security deposit.

- 3) Every effort is made to ensure that the property is in perfect condition for the duration of your stay. In the event that you find any deficiency, please contact the Management Company immediately. Once notified, the Management Company will rectify the problem in a reasonable and timely manner. Please be aware that Internet, cable TV and phone issues can take longer to address if the service provider has to be involved.
- 4) You must ensure that children are not left alone in the accommodation at anytime. Neither are they to be allowed access to the pool unless accompanied at all times by a responsible adult. You must ensure all door access to the pool area is kept closed at all times whilst children are in residence. Please note that it is an offence under Florida Law for anyone to tamper with, or disconnect the installed pool alarms.
- 5) Any damages, breakages, accidents, or losses to be reported to the management company immediately.
- 6) For your and others guests comfort, the villa is a non-smoking residence. Smoking is allowed in the garden, patio, and pool area only. No pets are permitted.
- 7) The swimming pool is a facility which is included in your rental - only the heating of the pool is a chargeable extra and will be refunded pro/rata if for any reason the heater malfunctions. The pool is generally heated for a minimum of 11 hours per day when heating is paid for (this varies seasonally). Please understand that it is not possible to guarantee the temperature of the pool, which is to some degree is dependent on the weather. The pool blanket should be used in cooler periods to preserve the temperature.
- 8) Please bear in mind that the villa is situated on a development which comprises both residential and vacation homes. Therefore the owner, the Management Company and their respective agents cannot be held responsible for any ongoing construction, alterations to existing houses or any noise as a result thereof on or around the housing development. You are going to a named villa, no alternative accommodation will be offered if you are dissatisfied with your villa.
- 9) During your stay, access may be required for maintenance by our Management Company and other authorized personnel. It is expected you will give reasonable access to such personnel.
- 10) We reserve the right to refuse admission or to remove guests from the premises who do not follow our booking conditions. If, whilst on the premises, guests illegally possess or deal in controlled substances or are intoxicated, profane, lewd, or involved in brawling; indulge in bad language, mis-conduct or disturb the peace and comfort of neighboring homes, or whom do not vacate the property at the checkout time (unless an extension of time has been previously agreed in writing), they will also be removed. Refusal of admission or removal from the property shall not be based upon race, creed, color, sex, physical disability, or origin.
- 11) "Quiet Time" from 9pm -9am. must be respected. Failure to do so could result in removal. Please be sure to consider our neighbours and their guests.

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- 12) In the unlikely event that the property becomes unavailable for any reason we will make every effort to locate alternative accommodation for you. However, in any event our maximum liability to you is limited to the rental amount paid.
- 13) Under all circumstances, the owner, the Management Company and their respective agents jointly and several, liability is limited to the rental price paid.
- 14) The safe is provided for guests use at no extra charge and is used at their own risk. A charge of \$30 will be made if the safe has to be opened by the safe company as a result of a guest forgetting the code they used to lock it.

Please note that the owner, the Management Company and their respective agents do not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however so caused. Under no circumstances are the owner, the Management Company and their respective Agents liable for any consequential loss whatsoever.

The owner, the Management Company and their respective agents accept no responsibility for, and shall not be liable in respect of loss, damage, or injury caused by force majeure events. These include war, acts of terrorism, riots, strikes or other industrial action, airport closures, fire, flood, other weather conditions or any event beyond our control.

**WE STRONGLY ADVISE THAT YOU OBTAIN FULL INSURANCE COVER, WHICH OFFERS MAXIMUM PROTECTION AGAINST MEDICAL EXPENSES, TRAVEL AND CANCELLATIONS. SEPARATE INSURANCE COVER SHOULD ALSO BE OBTAINED IN THE EVENT OF THE CLIENT HAVING TO CANCEL THE ACCOMMODATION BOOKED. THIS SHOULD BE OBTAINED PRIOR TO DEPARTURE.**

I AGREE ON BEHALF OF ALL PERSONS ON THIS BOOKING FORM TO ACCEPT THE TERMS AND CONDITIONS AS PRINTED ABOVE AND TO ABIDE BY THEM.

I AM AUTHORISED TO SIGN THIS FORM ON THEIR BEHALF, AND I AM OVER 21 YEARS OF AGE.

Signed by Main Contact \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

### **SECURITY DEPOSIT**

Please select your option:

- I will pay my security deposit (£250 or US\$350) by cash when I pay the full rental amount before the due date. I understand that I will receive this security deposit back (normally within 21 days) once it has been confirmed that I have left the property in the condition I found it and that there are no breakages or missing inventory items and there are no excessive cleaning or utility charges.
- I have provided my credit card details below. I understand that you will check that the card details are accurate but not charge the card unless there is damage, breakages, missing inventory or excessive cleaning or utility charges and I hereby authorize you and or your agent to charge the card accordingly.

### **Card Details:**

Card type: Mastercard/Visa (there will be a charge for other card types)

Card number:

Expiry Date:

Name exactly as it appears on the card:

(Please note that the cardholder address must be the same as the main contact's address)

Card Security Number:

(last three digits printed on the signature strip of the card)

Signature of cardholder:

(Please be advised: any charge on the card will be handled through the Management Company in US\$)