



Florida Palms Vacation Villas

## **RENTAL AGREEMENT TERMS AND CONDITIONS**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF YOUR RENTAL AGREEMENT AND SIGN, PRINT YOUR NAME AND DATE THE DOCUMENT TO CONFIRM YOU ACCEPT AND UNDERSTAND THE INFORMATION CONTAINED HEREIN.**

### **1 BOOKING CONDITIONS**

- 1.1 Only a fully completed and returned booking form & applicable deposit received will be deemed as/constitute a booking.**
- 1.2 Only the persons named on the booking form are allowed to stay in the villa. Florida state law prohibits sub-letting, sharing or assigning.**
- 1.3 If persons not indicated on the booking form are found to be in the property, the whole party will be asked to leave and all monies forfeited.**
- 1.4 A responsible adult must accompany persons under 18 years of age.**
- 1.5 Unfortunately we do not accept bookings of either all male or all female groups.**
- 1.6 Guest fully understands and acknowledges that Florida Palms Vacation Villas acts as an agent on behalf of the owner for renting/managing the property.**

### **2 DEPOSIT/SECURITY DEPOSIT**

- 2.1 A deposit of 25% is required with the completed booking form.**
- 2.2 Confirmation of booking will normally be made within 7 days of receipt of the deposit. Once the booking is confirmed, the deposit will be non-refundable but will be deducted from the full rental amount due.**
- 2.3 We will require a security deposit of \$250USD/£200GBP which will be refunded within 14 days of the end of the rental, pending a satisfactory inspection of the property and its contents. This can be paid in the form of a USD check or via Paypal.**
- 2.4 Notwithstanding the amount of the security deposit, you are liable for all/any damages caused to the villa or its contents during your stay. Thus the owners reserve the right to pursue you for further monies**





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to cover malicious or avoidable damage over and above the amount of the security deposit.

### **3 AT TIME OF CONFIRMATION**

- 3.1 The balance is payable a minimum of 30 days prior to the date of arrival.**
- 3.2 The security deposit is due with the final balance.**
- 3.3 Bookings made within 12 weeks of arrival are payable IN FULL at the time of booking.**
- 3.4 Full details including directions and villa entry information will be sent to you only after the full amount payable has been received.**

### **4 CANCELLATION/INSURANCE**

- 4.1 We strongly recommend that you take out holiday insurance to cover unforeseen circumstances, which may necessitate cancellation of your holiday including accident, sickness and damage.**
- 4.2 The client may cancel the booking at any time after it has been confirmed. Cancellation must be in writing and the following charges will apply:**
  - 4.2.1 We reserve the right to cancel your booking if payment has not been received in accordance with the details set out above.**
  - 4.2.2 Between four and eight weeks prior to arrival 50% of the total cost will be forfeited.**
  - 4.2.3 Less than 28 days prior to arrival, 100% of the total cost will be forfeited.**

### **5 AMENDMENTS**

- 5.1 Any alteration(s) to the confirmed booking are to be made to [bookings@floridapalmsvillas.com](mailto:bookings@floridapalmsvillas.com)**

### **6 ARRIVAL/DEPARTURE**

- 6.1 Rental commences at 4pm on the day of arrival and ceases at 10am on the day of departure. FAILURE TO VACATE THE PROPERTY BY DEPARTURE TIME WILL RESULT IN A \$50 CHARGE.**





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- 6.2 The property will be cleaned prior to your arrival and again on your departure.
- 6.3 Guest acknowledges and understands that the home is to be left in comparable condition as to how it was found and agree that all trash will be picked up and bagged prior to departure. Failure to do so, will result in an additional cleaning fee being charged to the guest.
- 6.4 All rentals are inclusive of water and electricity use.
- 6.5 A telephone is available for your use with all local calls being free of charge.

## 7 FORCE MAJEURE

- 7.1 The owners or owner's agent cannot accept or be held responsible for or be liable in respect of loss, damage or change caused by force majeure (e.g. strikes, floods, closure of airport, weather conditions or other events beyond our control)
- 7.2 In the unlikely event of an issue/complaint arising during your stay, please contact the Management Company. If you still feel the problem is unresolved then please contact the owner directly.
- 7.3 Unforeseeable circumstances may arise which make it either impossible or impractical for Florida Palms to provide the accommodation originally booked. In such circumstances, Florida Palms reserves the right to transfer the guest to a property of comparable value, determined at Florida Palms' sole discretion, whose determination is final. In the event that alternate accommodation is not available/practical Florida Palms reserves the right to cancel the booking in full and shall return 100% of the payments received by Guest.

## 8 LIABILITY

- 8.1 The owners, or owner's agents do not accept any liability whatsoever for death, personal injury accidents, loss or damage to persons or personal effects however caused.
- 8.2 Please bear in mind that your villa is situated on a development, which consists of both residential, and vacation homes. Therefore, the owners or owner's agents cannot be held responsible for any





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ongoing construction, alterations to existing housing or any noise as a result thereof on or around the housing development.

## **9 POOL**

- 9.1** If pool heating is required, this must be requested at the time of booking. There is an additional charge and this must be paid for within the final balance. In the event pool heating is requested and paid for, the owners cannot guarantee the temperature of the pool as this will vary according to a number of factors, the main one being the prevailing weather conditions.
- 9.2** In the event of a pool heater breakdown, or circumstances beyond our control, we (or our representatives) will do our/their utmost to rectify the problem as soon as possible. In such an event our liability will be limited to refunding the pool heat payment to the guest for the number of days the heater was out of action – no other compensation will be paid.
- 9.3** Swimming pools are dangerous. **CHILDREN SHOULD NOT BE ALLOWED TO USE THE POOL UNDER ANY CIRCUMSTANCES WITHOUT ADULT SUPERVISION.**

## **10 INVENTORY ITEMS**

- 10.1** No inventory items must be removed from the property. This includes linens and towels.
- 10.2** Guests should check the property and report any damage to the Management Company within 24hrs of their arrival.
- 10.3** Any breakages or damages must be reported to the Management Company immediately.
- 10.4** Please note that wash cloths are not provided for guest use. However, linens, hand towels and bath towels are.
- 10.5** Guests should note that where applicable, if an outdoor grill has been provided with no additional charge, guests are responsible for re-filled the gas tank should it run out during their stay.
- 10.6** Guests agree and acknowledge that failure to leave the grill in a clean state on departure will result in a \$75.00 being levied against their security deposit.





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**10.7** Guests are asked to ensure that proper care and due attention is paid to the furniture in the home. We ask that guests use and treat it as they would their own property and ensure that damage to wood tables/dressers is prevented by ensuring that coasters/table mats are used. Guests acknowledge that damage caused to these items and repair is their responsibility and may result in a deduction from their security deposit.

**11 NO SMOKING POLICY**

**11.1** The owners do not allow smoking anywhere within the villa. Smoking is only permitted **ON THE POOL DECK AND GUESTS ARE REMINDED THAT THEY MUST DISPOSE OF CIGARETTE BUTTS IN A PROPER MANNER.**

I have read, fully accept and understand the terms and conditions set out within this document:

**SIGNED:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

