

## TERMS AND CONDITIONS

By making a reservation you (hereinafter "GUEST") are entering into a legal rental contract agreement with TROPICAL VILLAS PROPERTY MANAGEMENT & ORLANDO VACATION RENTALS. (hereinafter "TVPM & OVR"), and therefore agree to and are bound by TVPM & OVR Terms and Conditions:

### **1. Terms and Conditions of Rental**

- a. This rental agreement provides our standard terms and conditions of all property rentals for Guests.
- b. I must notify TVPM & OVR within two (2) hours of arrival if there is any existing damage to the property or any notable conditions.
- c. I understand that I am responsible for the cost of any damages sustained to the property, furniture, decor or its contents during the stay; this includes the moving of items to another property, breakage or any excessive cleaning charges incurred during my stay.

### **2. Payment Terms and Conditions**

- a. If the reservation is made more than 45 days before scheduled arrival, a 20% deposit is required.
- b. The final payment is due 45-60 days before the arrival date. The final payment will be billed to your credit card on file unless other payment arrangements have been made.
- c. A security deposit, required only on certain homes in Reunion Resort, is used to cover damage, breakage, and loss to any of the home contents. The security deposit less any such charges will be refunded back to the Guest as soon as TVPM & OVR has completed its inventory and occupancy report. Refunds will be processed 7-10 business days after the Guests' check out date. Guests are liable for all damage and loss to the vacation homes during their stay.

### **3. Property Occupancy Terms**

- a. By Florida State Law, occupancy may not exceed what is posted for each home. The maximum occupancy excludes children under the age of three years old.
- b. The property is provided for general vacation use only. Vacation rentals may not to be used for events or group gatherings that exceed occupancy. Only Guests' whose names are on the Rental Agreement are authorized to stay in the home. Any Guest having events or group gatherings in the home or exceeding the numbers of authorized Guests will be immediately evicted without a refund.
- c. The guest agrees to abide by all HOA association rules, including but not limited to a quiet time of 11 pm to 7 am, parking rules and no events policy. Note, Resort HOA are guarded and gated 24/7 to monitor resort access.
- d. If during the rental period, any law or ordinance is violated, or the property is used for any immoral purpose, occupancy will be immediately terminated without refund.
- e. The Guest making the reservation must be 25 years of age or older and must occupy the rental property for the entire term of stay booked for the reservation.
- f. The reservation is accepted and confirmed only for the number of Guests declared on the original inquiry and/or listed on the Rental Agreement. TVPM & OVR reserves the right to cancel the reservation if additional Guests are added without prior consent, or if a home is over-occupied.
- g. TVPM & OVR and/or the Property Owner (s), follow best-in-class guidelines to guests in an effort to have a peaceful and memorable stay. In order to do the property may or may not have Smart Home technology installed. Our goal is to be proactive in order to improve the best possible guest experience and prevent problems before they arise. Smart Home technology is:
  - i. Remotely monitored AC thermostats controls
  - ii. Remotely monitored front door lock
  - iii. Remotely monitored pool heater controls
  - iv. Signal detection sensor located on the property that will send reports regarding the total number of devices inside the property at any one time. TVPM & OVR will not receive any personal information in these reports or even any information about anyone individual device. For more information, please refer to the following privacy policy.
  - v. A NoiseAware device that measures decibel volume levels throughout the property and allows TVPM & OVR to respond to noise nuisances without disrupting your stay.

NoiseAware is privacy compliant and does not collect or record any voice recordings or biometric data, please refer to the following privacy policy.

#### 4. Last Minute Reservation

- a. The following will be required for reservations made within 30 days of arrival. These precautions may also be requested for any reservation regardless of the processed date.
- b. Guests arriving within 30 days of the process date are required to check-in at the TVPM & OVR office during office hours. The credit or debit card used, and a valid driver's license or passport is required to be shown at check-in at the TVPM & OVR Office.
- c. **The Name on all documents, credit/debit card being used, Name on Photo I.D., Name on Billing Statement, MUST MATCH Name of Lead Guest on reservation making the payment.**
  - i. In order to protect against the use of stolen credit cards or credit card fraud a strict policy will be required for all last minute reservations made within 30 days of arrival.
  - ii. The guest making the reservation must be 25 years of age or older and must occupy the rental property the entire term of the reservation.
  - iii. The reservation must be in the same name as the name on the credit or debit card used for payment of the reservation
  - iv. A security deposit may be required to protect the property against damage. The security deposit will be returned within 7 days of the departure, provided there is no excessive cleaning, breakage or damage to the premises.
  - v. A copy of a valid driver's license or passport will be required upon confirmation of booking, which is to be sent via email to our Reservations team for our records.

#### 5. Accidental Damage Protection (ADP)

- a. There is an Accidental Damage Protection (ADP) fee added onto all reservations at TVPM & OVR Homes
- b. The Accidental Damage Protection fee is non-refundable
- c. The value of the damage protection is up to \$500
- d. The Accidental Damage Protection fee will cover reported accidental or inadvertent damage, which must be reported to TVPM & OVR within 24 hours in order to be eligible for coverage
- e. The Accidental Damage Protection will become null and void upon Guest departure and any un-reported damage found by TVPM & OVR will be at the sole responsibility of the Guest.
- f. The Guest will be fully responsible for all damage charges, which will be processed onto the Guest credit card on file.
- g. In the event that the Guest fails to pay any amount due to TVPM & OVR for property damages, TVPM & OVR reserves the right to exercise any legal remedies to pursue the amount owed from the Guest.
- h. Intentional damage, theft or gross negligence is not covered and will result in additional costs to the Guest and possible legal action.
- i. This plan is provided by and administrated by TVPM & OVR and is not an insurance policy.

#### 6. Cancellation Policy

- a. All reservation deposits are non-refundable, which is 20% of the reservation total
- b. All cancellations must be received in writing and are subject to the following penalty fees, which are percentages of the total cost of the reservation:
- c. 20% from initial date of booking up to 30 days prior to the arrival date
- d. 50% if less than 30 days prior to the arrival date
- e. 100% if less than 15 days prior to the arrival date
- f. The Guest reserving a specific property for specific dates. The dates and the property cannot be changed, doing so would effectively cancel the original reservation, and so the cancellation policy would apply.
- g. If the length of stay is reduced from the original dates, the cancellation policy will apply to the nights that have been canceled.
- h. Cancellation of the arrangement due to non-payment of the balance by the due date will result in the loss of all monies.

- i. TVPM & OVR regrets that they are unable to waive any of the cancellation charges above, whatever the circumstances. Please consider trip insurance against unforeseen cancellations for your Florida vacation.

## **7. Optional Travel Insurance**

- a. TVPM & OVR recommends a travel insurance which covers risks incidental to planned travel such as sickness, accidental injury, or death of you or a family member (or of a traveling companion), weather delays, natural disasters, unexpected changes in your employment, and many more specified reasons.

## **8. Hurricane Policy**

- a. TVPM & OVR does not offer refunds or reschedule bookings due to hurricane activity. If you are concerned about the possible interruption, cancellation or delayed travel due to tropical occurrences, you are strongly encouraged to purchase travel insurance at the time of booking.
- b. Typically, the peak season for tropical activity is August through October.

## **9. Reservation General Terms and Conditions**

- a. Smoking is not permitted in any property managed by TVPM & OVR at any time. In the event that a Guest is found to have smoked in the property, the Guest will be contacted and informed of any charges related to the cleaning/deodorizing of the property and all items in the property (i.e carpets, furniture, window treatments, etc). These charges will be applied to the credit card on file for the reservation.
- b. Pets are not permitted in any non-pet friendly properties managed by TVPM & OVR at any time. Guests with pets are advised to place their pet at another facility for the duration of their stay. TVPM & OVR shall not be responsible for any loss or injury to a pet while staying at the property, or for any action taken against the pet or pet owner by third parties. In case you want to bring your pet, please contact us to find a pet friendly house as well as to know the fee related to that.
- c. All property descriptions given on the website(s) are made in good faith. TVPM & OVR and the owner(s) of the property accept no liability whatsoever for errors or omissions.
- d. The Guest agrees the rental period will begin and end on the dates as shown on the Rental Agreement and reservation.
- e. Occupancy of RV campers, enclosed trailers and/or tents on the premises is strictly prohibited.
- f. The Rental Agreement may not be assigned to a third party nor shall the property be sublet. No locks must be broken, changed or added.
- g. The Guest is hereby granted a license to use the premises. The Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through Guest's use of the premises.
- h. Any disputes under this Agreement, shall be resolved exclusively via binding arbitration according to the rules of the American Arbitration Association for commercial disputes in Osceola County, Florida, applying Florida Law. Each party shall pay their own attorney fees/costs and, the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.
- i. In the event a Guest leaves any personal item(s) behind in the vacation rental property, we will do our best to locate the item(s).
- j. TVPM & OVR are not responsible for any losses under any circumstances. If the item is found, the Guest will be advised and given the contact details of a local company, which specializes in collecting and mailing package deliveries. The Guest will be responsible for arranging collection and any cost incurred.

## **10. Check-In**

- a. Check-In time is 4:00 PM
- b. The property will have an electronic lock or lockbox for your convenience. This code will be sent upon receipt of final payment and signature of your rental agreement.
- c. 30 days prior to arrival and upon receipt of the Rental Agreement and full payment of your reservation. TVPM will email the Guest Rental Voucher, which will include full driving directions and keyless access door code for your entry into your vacation home. This code will be activated at 4:00 PM, which is check-in time.

- d. An early arrival can only be arranged for an additional fee if the home does not have another Guest's departure scheduled. This option is only available within 10 days of arrival but must be arranged in advance and cannot be added on the day of arrival.

#### **11. Check Out**

- a. Check out is before 10:00 AM. You are not required to clean the home or wash the linens or dishes. However, there will be an additional cleaning fee if the home is left in a condition that would require an excessive or additional cleaning.
- b. You are required to take out your trash on the designated days as stated in the property.
- c. In the event a Guest fails to depart from the home by 10:00 AM with no late check out arranged and results in TVPM & OVR being unable to clean and prepare the home for the next arriving Guest that day, the departing Guest agrees to pay damages and costs incurred by TVPM & OVR; including but not limited to moving the incoming Guest to another home. A late check-out can only be arranged for an additional fee if the home does not have another guest's arrival schedule. This option must be arranged in advance and cannot be added on the day of departure.

#### **12. Parking Guidelines**

- a. TVPM & OVR recommends parking the vehicle only on the driveway or inside the garage of the properties or at the parking lot located close by the property.
- b. TVPM & OVR shall not be responsible for any loss, damage or vehicle towed while staying at the property, or for any action taken against it by third parties.

#### **13. Pool Heat**

- a. Pool heat is an optional amenity that is an additional cost to the reservation
- b. Pool heat can be added to a reservation for a daily rate that varies per home
- c. Pool heat must be purchased for the duration of your stay
- d. When pool heat is requested by the Guest for their reservation, the heater is turned on 24 hours prior to the Guests' check in date, and runs for approximately 8 hours per day
- e. Pool heaters operate on a timer that are set to come on in the morning and go off in the evening

#### **14. Basis of Rental**

- a. The Guest agrees and TVPM & OVR permits the Rental period to begin and end on the dates and times shown as the Rental period, as shown in the Rental Agreement.
- b. TVPM & OVR is an independent management company that manages privately owned individual rental properties within resorts. TVPM & OVR cannot and therefore does not guarantee access to any Reunion Resort amenities such as, but not limited to, swimming pools, golf courses, fitness rooms, tennis courts, and restaurants. The Guest acknowledges that TVPM & OVR is not liable if access to any such Reunion Resort amenities is restricted due to maintenance, resort policies, or any other reason.
- c. No refunds will be given for late arrivals, early departures or unused days of your rental property reservation.
- d. Each home comes complete with a fully equipped kitchen including a refrigerator, freezer, oven, range, microwave, dishwasher, toaster, coffee maker, cookware, dishes, glasses, utensils, linens, and towels. Each property also includes a full-size washer and dryer, iron, ironing board and hairdryer. While bath and hand towels are provided, you may want to bring your own beach towels and washcloths, as may these be not always supplied in the property.
- e. Please understand that vacation homes are self-catering accommodations. TVPM & OVR provides complimentary starter soap, toilet paper, and trash bags. Once these items are used, it is the Guest's responsibility to replenish them.

#### **15. Service Level**

- a. TVPM & OVR agrees to the Service Level for the remedy of any problems found at the property, either on arrival of the Guest, or during the rental period as follows.
- b. Any problems that arise during the Rental Period that do not constitute as an emergency, as determined by TVPM & OVR, will be remedied during or after the Rental Period, based on the severity of the problem, and at the sole discretion of TVPM & OVR.

- c. Any problems regarding the vacation home should be directed to our office. Our phone number is +1-407-785-7821. Our business hours are 9:00 AM to 5:00 PM, 7 days a week. Evenings we are available for emergencies only. If due to the fault of the Guest, and at the discretion of TVPM & OVR, there could be a service fee applied any time TVPM & OVR is called out to the property.
- d. TVPM & OVR and/or its representatives may enter the property at any time, without notice, for the purpose of protection and/or maintenance of the property. Whenever possible, TVPM & OVR will provide notice to the Guests prior to such entrance.

#### **16. Price Match Guarantee**

- a. TVPM & OVR guarantees that our website will have the lowest publicly available rates for our properties on our website, subject to the following terms and conditions:
- b. The quoted rate must be for the same property and date period, offering the same services provided by TVPM & OVR.
- c. Price match guarantee is for quotes priced in USD dollars.
- d. If the claim form is verified, the rate within the TVPM & OVR reservation will be adjusted to reflect the change. The matched rate will reflect the price before taxes and fees.
- e. TVPM & OVR has the sole right to determine the validity of any claim and the decision is final in the case of a dispute.
- f. Claims must be made within 24 hours of your booking with the following information sent to: [admin@tropicalvillasorlando.com](mailto:admin@tropicalvillasorlando.com)
  - i. Your name or reservation ID
  - ii. Name of the other website and price quoted
  - iii. Link to the other website showing the different rate or a screenshot of the site
- g. TVPM & OVR reserves the right to change or withdraw the terms of Price Match Guarantee at any time.

#### **17. Limitation of Liability**

- a. Community and home amenities are used at the Guest's own risk. Guest should exercise caution when using stairs, elevators, showers, bathrooms and walkways. TVPM & OVR and the homeowner (s) accept no responsibility for any personal loss, injury or illness, and shall not be held liable for the personal safety of the guest or their travel party.
- b. TVPM & OVR and/or the Owner do not release the physical address of the property to the Guest prior to receiving a signed and valid Rental Agreement and payment of the Rental is made in full. At this point the Guest will be sent via email a Rental Voucher, which will include the property address and all other information needed for the Guests' arrival.
- c. TVPM & OVR and/or the Owner do not accept liability for equipment failure and/or services in the Property. In the event of failure of equipment, the Guest must notify TVPM & OVR within one (1) business day, so that TVPM & OVR may elect to rectify the failure.
- d. TVPM & OVR and/or the Owner do not accept liability for lost or stolen personal property of the Guest within the Property during the rental period. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then contact TVPM & OVR to report the lost or stolen items.
- e. The Guest must ensure that children are supervised at all times. It is the policy of TVPM & OVR that all children under the age of 18 years are not left in the rental home un-supervised at any time during the rental period.
- f. Games, toys, baby furniture/equipment, strollers, rental cribs are all used at the Guests' own risk.
- g. The Guest understands there is no lifeguard on duty, and it is the rental property's terms of use that the use of the pool is entirely at the Guest's own risk. Diving, horseplay or running around the pool area is prohibited; no child in the party or adult non-swimmer will use the pool without adequate adult supervision or the supervision of a strong swimmer. The Guest must immediately report any problems with the pool alarms or pool safety fencing. All Guests understand and agree that neither the property owner nor TVPM & OVR can accept responsibility whatsoever in the case(s) of accident or illness whilst on the property.

- h. 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 \$5000 fine or one (1) year in jail. Please do not tamper with the pool alarms.
- i. TVPM & OVR does not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the Guest.
- j. We cannot accept any liability for the failure of public supplies such as water, electricity, BBQ, gas or telephone/internet supplies. Nor for the consequences of the actions or omissions of persons who may supply or control main services, or any action taken in the vicinity of the property reserved, by any authority or persons over which we have no control. We cannot accept any liability for the air conditioning system, the pool heater or any household appliance breaking down. Urgent steps will be taken for a local engineer to rectify any problem.
- k. We accept no responsibility of liability for any loss or damage or alteration in the terms of your reservation caused by events beyond our control, including, but not restricted to war, terrorist activity, civil commotion, flight delays or cancellations airport closure, adverse weather conditions, fire, flood or industrial dispute. There will be no credit given for shortened stays due to late arrival or early departure for any reason and no credit given for cancellation due to weather conditions.
- l. The use of the BBQs is at the Guests own risk and TVPM & OVR cannot accept any responsibility for injury of any kind that may arise from the use of BBQs. The Guest takes full responsibility for the connection of gas bottles. Guests should also remember to keep children away BBQs whether in use or not.
- m. TVPM & OVR do not accept liability for failure of pool heat to provide adequate heating where pool heat is provided via an electric heat pump, and where the outside air temperature drops below 55 degrees Fahrenheit. Electric heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool is outside of TVPM & OVR's control and is regarded as an act of nature.
- n. Failure to comply with any of the terms herein will at the sole discretion of TVPM & OVR, result in the eviction of the Guest from the Property, without refund.

#### **18. Force Majeure**

- a. There may be circumstances beyond our control, in which the property might not be available for your reservation. Examples of these, but are not limited to, destruction of property, sale of property, construction nearby water, gas or sewer leaks, fire or any other damage to the property making it inhabitable or potentially inhabitable.
- b. In the event of Force Majeure, TVPM & OVR will do their best to make alternative arrangements. If these alternative arrangements are not acceptable to the Guest, then TVPM & OVR will refund all monies paid. If the Guest accepts the alternative accommodation, they also agree to re-locate back to the original property when it is deemed available by TVPM & OVR. This will be the full extent of our liability to the Guest, and we will not be responsible for any other costs connected with any such cancellation howsoever arising.