

Terms of Use for FlatsAway.com

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Acceptance of terms. The following terms of service agreement (The "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with LGTM LLC , also known by FlatsAway , located at 19370 Collins Ave, #CU-7 , Sunny isles beach, FL, 33160, USA and our subsidiaries and affiliates, in association with the use of FlatsAway website, which includes www.flatsaway.com (the "site") and its Services, which shall be defined below.

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Bookings Registering with FlatsAway and deposit or full payment of the reservation confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list). You must be over the age of 21 to place a reservation and register.

Cancellation by Guests In the event of your party needing to cancel, the following conditions will apply:

If cancelled or modified up to 30 days before date of arrival, a flat fee of US\$ 100.00 will be charged . If cancelled or modified later or in case of-no show, the total price of the reservation will be charged. For a refund, cancellation must be in writing. No cash refunds are given.

Cancellation by the Home Owner or FlatsAway In the unlikely event that personal

circumstances necessitate cancellation of the booking, we will seek to relocate your booking to a home of a similar or superior standard. However, if we are unable to find a suitable relocation, we will refund any monies paid (without interest, compensation or consequential loss of any kind). Force Majeure: FlatsAway, the owners and their agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond their control including, but not restricted to, hurricanes, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation of schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond their control. We recommend that all guests ensure they have appropriate holiday, medical, injury and cancellation insurance cover prior to travel

Change of Property Location or Address by the Home Owner or FlatsAway. In the event that circumstances necessitate a change of property location of home or community for a confirmed booking, we will seek to relocate your booking to a home of a similar or superior standard within our available inventory. However, if we are unable to find a suitable relocation, we will refund any monies paid (without interest, compensation or consequential loss of any kind) toward the difference of accommodation.

No Pets allowed For the comfort of guests and by Florida Law, there is a non-smoking policy in place in all of our homes, however, smoking is permitted on the patio area. Please use ashtrays, as provided. To ensure comfort, security and peace of mind, all of our homes are registered with the State authorities and in full compliance with all relevant legislation.

Rental Period Stays of 3 nights or less will incur a cleaning fee plus local taxes. The home is available from 3pm, local time, on the day of arrival. Departure must be by 11am on the morning of departure. Guests may arrange to arrive earlier or stay later if the home is available. A nominal charge will be levied for this service and must be booked with us in advance.

Upon receipt of partial or full payment you will be sent a confirmation of the booking. Payment of the balance is due no later than 4 weeks prior to your arrival date. Upon receipt a confirmation will be sent out. You will receive full details of the home, along with directions and key codes within 72hrs of your departure date. Failure to make the final payment by the due date (4 weeks prior to arrival) may result in the loss of the booking and deposit. We recommend that all guests ensure they have appropriate holiday, medical, injury and cancellation insurance cover prior to travel.

Property Protection Plan YOU ARE SOLELY RESPONSIBLE FOR ANY THEFT, DAMAGE OR BREAKAGES THAT MAY BE CAUSED TO THE PROPERTY OR ITS INVENTORY DURING YOUR STAY.

Damage waiver– At a cost of \$39 to relieve you of the cost for all unintentional and incidental damage to the property and its contents up to \$1500. This Damage Waiver does NOT cover intentional damage, theft, excessive cleaning, and

unintentional/incidental damage over amount of coverage purchased or any damage. You must have a valid credit card on file. The guest hereby authorizes FlatsAway to charge guest credit card for any intentional damage, theft, excessive cleaning charges, unintentional and incidental damage over amount of coverage purchased. The home is checked prior to your arrival and after your departure and any faults are reported to the management. We reserve the right to retain the security deposit either in part or in full to cover damage, theft, breakages or non-return of the keys. This may also include additional cleaning costs for spills, stains, etc. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required. Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Uncovered food can attract insects very quickly. Any added costs for pest control services incurred for lack of care may be passed to you.

Safety & Security Due to state fire regulations, under no circumstances may more than the maximum number of persons identified on the booking form occupy the home. All swimming pools are used entirely at the guest's own risk. No diving is allowed and children must be supervised at all times. Glass is not permitted in the pool area at any time. Please use the plastic ware provided. The guest is responsible for locking the doors to the extent of locks available at the property before leaving at any time during their stay.

Complaints In the unlikely event of a problem arising during your stay in one of our homes, you should contact us immediately and we will seek to resolve the matter within a reasonable period of time. If the problem has not been reported to us within 24 hours of the problem arising, we cannot accept responsibility. **Disclaimer LIABILITY** The property is privately owned and neither the owners nor we, the management company, accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.

FlatsAway, the owners and their agents reserve the right of entry at any time. This includes authorized workers such as maintenance crew, gardeners, pest control contractors, etc. **INFORMATION DIRECTORY** while all information supplied is deemed to be correct, and to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form part of any contract.

Pets are Prohibited YOU ACKNOWLEDGE THAT NO PETS ARE ALLOWED IN OR ON THE PREMISES. THE UNAUTHORIZED OCCUPANCY OF PETS WHERE PROHIBITED WILL RESULT IN IMMEDIATE EVICTION AND LOSS OF ALL RENTS AND SECURITY DEPOSITS!

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Damage and cleaning issues Any damage or cleaning issues noticed upon arrival should be reported to the owner immediately. If damage or cleaning issues are not reported within 3 hours of your arrival, your credit card may be charged for the cost of the repair. All general maintenance issues should also be reported so the unit can be kept in good repair. You must contact the cleaning company to address any cleaning issues within 3 hours of your arrival.

If you experience any problems whatsoever with the vacation property during your stay, please contact us and we will do our best to rectify the matter as soon as it is practically possible. Should a problem remain unresolved, you are required to notify us in writing within 7 days of your return. No action can be taken or liability accepted for any complaints received after this period. We aim to resolve complaints within a two month period from receipt, the details of which will be kept confidential to only the parties involved. Please note that as Florida is a tropical State, insects such as ants and the like are occasionally inevitable, and are not cause for complaint. The vacation property is treated periodically as part of a pest and termite control program, and is cleaned after each rental.

Community rules Guest agrees to abide by rules of the community. These may be posted in the unit or at the community pool or office. These rules may change from time to time. GUEST assures us that the tenants will observe all conditions and terms of this agreement as to maintaining the rental in good order and appearance and will conduct themselves in a manner inoffensive to neighbors. GUEST assures that any tenant who violates any of the terms of this Agreement shall be immediately denied occupancy and shall remedy any damages or other expenses, which are caused by the tenant and/or the tenant's guest(s). Condominium associations reserve the right to evict guest(s) from the premises should they fail to follow the rules and regulations. GUEST agrees that

any tenant who is found using drugs or allows others to use drugs on the premises will be immediately denied continued occupancy at these premises. GUEST and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.

GUEST understands that no cleaning supplies such as detergent, dishwashing soap or laundry detergent will be provided during the stay. FlatsAway provides for the first roll of toilet paper (per bathroom), one hand soap (per bathroom) and one roll of paper towels for the kitchen. **We cannot accept any liability for your personal safety during your vacation. It is particularly important that children are supervised at all times in and outside the vacation property. We assume no responsibility for accidents.** You are reminded to exercise care as to your personal safety, and the safety of your companions. Whenever possible, valuables should be left secure and out of sight.

Severe Weather We do not refund rents or deposits lost due to cancelled or shortened stays because of weather. Departures due to inclement weather do not warrant refund of rent or deposit. We suggest Vacation Travel Insurance during the hurricane seasons.

Change to terms FlatsAway reserves the right, in its sole discretion, to change the terms under which www.flatsaway.com is offered. The most current version of the Terms will supersede all previous versions. FlatsAway encourages you to periodically review the terms to stay informed of our updates.

Contact us FlatsAway welcomes your questions or comments regarding the Terms:

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Effective as of August 22, 2016