

## **Terms and Conditions**

**Valid Reservation of a Vacation Home** between Active Vacation Homes (hereinafter called the Managers) and the person making the reservation (hereinafter called the Guest) is valid after **(a)** the registration/authorization form has been completed and signed and received by the Managers; **and (b)** the appropriate \$200 non-refundable reservation deposit per home reserved has been paid to the Managers.

**Reservation Deposit of \$200** is due and payable at the time the reservation is made. Receipt of a \$200 deposit constitutes a confirmed reservation. For reservations made less than 30 days prior to arrival/check in, payment in full is required at the time the reservation is booked. For reservations made outside 30 days prior to arrival, the balance is due by 30 days prior to the arrival/check in date.

**Signing the Registration/Authorization Form** indicates the Guest accepts the terms and conditions for the rental of an Active Vacation Home and warrants that he/she is authorized to agree to abide by them on behalf of all other persons named on the registration form including those substituted or added to the reservation at a later date. The Guest may not sub-let or assign the property or share with other than the persons included in the agreement with the Managers. Additionally, guest signature authorizes Active Vacation Homes to charge the initial Reservation Deposit, and/or the Balance Due (including any additional requests by the guest); and to place a hold on the credit card provided for the damage deposit.

**Security Deposit - \$250.00** - These properties are privately owned and the Guest is expected to take reasonable care of it and occupy it in a quiet and dignified manner. All accidental damages and breakages will be covered by the \$250.00 security deposit on file. Any deliberate damage or gross negligence will be the legal responsibility of the Guest and such costs will be charged to the Guest credit card on file. Any maintenance or repair to the premises, equipment, amenities or fixtures required due to misuse will be charged to the Guest. It is very strongly recommended that Kool Aid (as well as other colored punches and grape juices) should not be consumed in the home, and that any products containing bleach also should not be used in the home. The resulting stains/marks cannot be removed from carpets or upholstery and may result in damage well in excess of \$250.00. Damages in excess of \$250.00 will be charged to the guest's credit card on file. It is very important that any damage be reported to Active Vacation Homes immediately. Active Vacation Homes cannot under any circumstance be held responsible or liable for any accidents or injuries to guests, however incurred, or for the loss of money, jewelry or valuables of any kind.

**Cancellations** In the event of cancellation 30 days or less from check in date, the Guest will forfeit the full cost of their reservation. (We strongly recommend you take out Travel Insurance). Cancellations more than 30 days prior to check in date will result in loss of the \$200.00 deposit.

**An Administrative Fee** of \$50.00 and up to the equivalent of two (2) nights stay will be charged for any date or inventory changes made to a confirmed reservation. A \$50.00 admin will be charged for change of dates/inventory made in advance, and up to 2 days rental will be charged for changes made at short notice. The exception will be when a stay is being lengthened and then only the nightly rental rate plus tax will be added to the Guest's balance.

**Rental Period** commences at 4:00 p.m. local time on the day of check in and the property must be vacated by 10:00 a.m. on the check out day as stated on the Reservation / Authorization form.

**Persons / Children under the Age of 21** years are not acceptable unless accompanied by parents or a responsible adult.

**Pool Area and Children** Children must at all times be supervised by parents or other responsible adults when using the swimming pool. All persons use the pool and surrounding area entirely at their own risk. Pool patio areas and tiling inside the home can be very slippery when wet. Diving is not permitted at any time.

**Quiet Time** Please note quiet time around pool area is 10:00 p.m. to 8:00 a.m. unless otherwise indicated at the home.

**Pool Alarm on Patio Door** The vacation home has a pool alarm on the patio door for child safety. Tampering with the alarm is a federal offence carrying a \$5,000.00 fine as a penalty.

**The Managers must be promptly informed of any malfunctioning alarm.**

**No Smoking** allowed in homes at any time.

**Use of the Accommodation and Amenities** is entirely at the user's risk, and no responsibility can be accepted by the owners of the property or the Managers for injury, or for loss or damage to the user, visitors or their belongings, however caused. Baggage and personal belongings are at the Guest's risk at all times, and no responsibility can be accepted for loss or damage to any vehicle or its contents. The Guest is strongly advised to take out full and adequate travel insurance to cover all members of the party.

**The Guest is Responsible for the Property** These properties are privately owned and the Guest is expected to take reasonable care of it. All damages and breakage's are the legal responsibilities of the Guest and their cost shall be paid on demand. Kool Aid (as well as other colored punches and grape juices) are not permitted inside the home. These beverages cause stains that are unable to be removed from carpets and upholstery. A charge will be made to the credit card on the registration/authorization form if stains are found as a result of your stay. All damages and breakage are the legal responsibilities of the Guest and their cost shall be paid on demand. Any maintenance or repair of the premises, equipment amenities or fixtures required due to misuse will be charged to the Guest. Active Vacation Homes cannot under any circumstance be held responsible or liable for any accidents or injuries to guests however incurred or for loss of money, jewelry or valuables of any kind.

**Barbeque/Grills** - it is the duty of the Guest to clean any barbeque / grill provided after they have used it. A charge of \$50 will be made against the Security Deposit in the event the barbeque/grill is left unclean.

**End of Stay Cleaning** - For reservations of six (6) nights or more, a house cleaning at the end of your stay is included in the cost of your stay and considered complimentary. Reservations less than six (6) nights will have an additional fee.

**Service Calls to the Home** - Our office is open from 9:00 a.m. until 5:00 p.m. Non-emergency service or maintenance calls to come out to the property outside of these hours will incur a \$50 charge. As the management company, Active Vacation Homes reserves the right to refuse service to anyone it considers an undesirable guest.

**These Units Have a Maximum Occupancy Level** as listed on the top right hand corner of the registration/authorization form, this number includes the use of a sleeper sofa. The Guest undertakes not to exceed this maximum occupancy and understands that any violation of the limit will be cause for immediate eviction. Occupancy is defined as any overnight guest in or at the house's premises.

**The House is privately owned** and is decorated according to the owners' tastes and preferences. The Managers cannot be held responsible for providing additional furnishings or equipment not presently available in the unit. Should the Guest consider that there is any reason for complaint while staying in the property; the Guest must contact the Managers.

**In the Unlikely Event of Equipment Malfunction**, the Managers will strive to reduce the Guest's inconvenience by expediting any necessary repairs to the home's appliances and fixtures. However, no rebate can be approved based on circumstances beyond the Managers control.

**Should the Home Become Unavailable** due to circumstances beyond the Managers control, the Manager reserves the right to substitute the reserved home with a comparable accommodation. In very rare Instances, circumstances may dictate that the Managers must cancel the contract prior to the guest taking occupancy of the property. The Managers reserve this right of cancellation and will refund all monies received from the Guest in this circumstance.

**The Managers or the Owners of the home Will not be Liable for any loss or delay to or cancellation of the Guest's vacation plans due to industrial disputes, riots, threat of hostilities, political unrest, natural disasters, aircraft grounding, closure of airports or ports, weather conditions or any circumstances beyond their control.**

**This Contract is subject to and shall be construed in accordance with the laws of Florida and the parties hereby submit to the exclusive jurisdiction of the United States Courts System.**

Strictly no large parties, or gatherings to be held at this home at any time. Failure to comply could result in ejection with no refunds.