# **Terms and Conditions**

The terms & conditions for booking our homes are detailed below.

Please keep a copy of this for your reference.

### **Bookings**

- The signing of the booking form by the party leader 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).
- Guest providing booking information must be of legal age to bind these terms and conditions in the State of Florida
- No pets allowed unless otherwise approved.
- For the comfort of guests, 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**

- All reservations require a 4-night minimum stay.
- The home is available from 4pm, local time, on the day of arrival.
- Departure must be by 10am 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 booked with us in
  advance.

#### **Payment**

- A non-refundable deposit of %20 is required at time of your initial reservation. Upon receipt of this deposit, you will be sent a confirmation of the booking.
- A \$100 non-refundable damage waiver fee is included in the reservation total payment. The RENTAL DAMAGE PROTECTION (RDP) plan is designed to cover unintentional damages to the rental unit interior that occur during your stay. If purchased, the policy will pay a maximum benefit of \$3,000.00. Any damages that exceed \$3,000.00 will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000.00. Certain terms and conditions apply. Full details of the Security Deposit Protection

- coverage are contained in the Certificate of Insurance or Insurance Policy. By submitting payment for this plan, you authorize and request Insurance Company to pay directly The Florida Store Property Management any amount payable under the terms and conditions of the Security Deposit Protection.
- Payment of the balance is due no later than 8 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 at least 3 days prior to your arrival date.
- Failure to make the final payment by the due date will result in the loss of the booking and deposit.
- We recommend that all guests ensure they have appropriate holiday, medical, injury and cancellation insurance coverage prior to travel.
- You solely are responsible for any damage or breakages that may be caused to the property or its inventory during your stay.
- Credit Card details will be on file for up to 90 days after departure, although
  nothing is charged on your card unless uninsured damage or charges occur.
  You will not refuse legitimate charges against the credit card used by The
  Florida Store Property Management Services or any of its suppliers, which may
  also include additional labor charges associated with damage. You
  understand that any damage charges will be made by the above listed
  Management Company.
- 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.
- Credit card holder understand that Florida Store Property Management has rights to get a copy of current ID before arrival details be released to you.

#### "I UNDERSTAND THAT THE ITEMS LISTED BELOW WILL INCUR CHARGES..."

- A. LOCK BOX & KEYS: You must leave your keys in the lockbox at all times. If Maintenance or a technician has to be called to the home to resolve an issue and cannot enter because the keys are not in the lockbox, a call out fee will be charged to you. If you obtain your key from the lockbox at your property, please ensure that you leave the key in the lockbox when you depart to avoid a "lost key" charge of \$75. Please do not leave through the garage leaving the dead bolt on the front door. This will cause a locksmith to have to come to the home, for which a charge will be made
- B. LATE CHECK OUT: I understand that if I fail to vacate the home by 10AM on my day of departure, I may incur a charge equal to one day's rental at current US rates. If you require a late check out, please call The Florida Store Property Management Services or your local Tour Operator at least 2 days before departure.

- C. **SMOKING:** There is absolutely NO SMOKING in any vacation property. Additional charges will apply if done so.
- D. **AIR CONDITIONING:** Please note that with A/C, all doors and windows should be closed at all times. If the A/C is set below 74°F and freezes the unit, you will be held liable and charged for the A/C repair.
- E. **BATHROOMS:** Please do not put paper towels, or anything other than toilet paper, in the toilets. There are plungers provided, but if a plumber is needed due to misuse, a charge will be made to you.
- F. **EXCESSIVE TRASH/RUBBISH:** You will be expected to place garbage/rubbish, at the end of the driveway, the night before collection. If you leave an excessive amount of garbage/rubbish bags in the home on departure because they were not put out on collection days, an additional charge will be made to you.
- G. **ANIMALS:** NO animals of any kind will be accepted in any property, unless prearranged.
- H. **POOL HEAT:** Pool Heat is an additional cost. Any tampering with the pool heater will incur charges, including pool heat and any needed repairs to the unit. Pool heating requests must be at least 3 days PRIOR to the time of your check-in and must be for the full duration of your stay. A trip charge of \$35.00 applies for any requests made within 3 days of check in, at the time of check-in or during your stay, minimum 7 days. If you have ordered pool heat, please understand that should the temperature outside drop below 55°F, the pool heat will shut off. Once the temperature rises back above 55°F, the pool heater will turn back on. There are no refunds for pool heat due to weather. Refunds will only be provided if the pool heater is physically broken and verified by a Florida Store maintenance technician.
- I. **BBQ:** Please note that barbequing under the pool's screen enclosure is strictly prohibited and if caught doing so, you will be fined. After using the BBQ, you are expected to clean it. If the BBQ is left unclean, you will be charged an additional clean fee in the amount of \$45.00.

We reserve the right to collect for payment for any and all uninsured damages caused. We will require payment within 14 days of you being served notice of this.

• 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.

## **Cancellation by Guests**

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

• 30 days prior to arrival - Loss of \$200 deposit

• Within 30 days prior to arrival, will result in us retaining 100% of the booking fee

### Cancellation by the Homeowner or Florida Store Property Management

In the unlikely event that personal circumstances necessitate cancellation of the booking we will refund any monies paid by the party (without interest, compensation or consequential loss of any kind). However, we will seek to relocate your booking to a home of a similar or superior standard.

### Force Majeure

We, Florida Store Property Management, 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, 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.

## **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 jumping, diving, horse playing, pushing or running 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, the management company, within 2 days of the problem arising, we cannot accept any 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.

I, and the rest of my party, in consideration of the use of the swimming facilities or exercise equipment on the property, hereby expressly assume all risks associated with our use of the swimming and exercise facilities and hereby release and hold harmless the owner and The Florida Store Property Management Services and any and all parent companies, subsidiaries, directors, officers, agents, employees, successors and assigns (the Release) from and against any and all claims, damages, liabilities, costs, expenses, including reasonable attorney fees arising out of our use of the swimming facilities, whether or not caused by the negligence or negligent omission of Releases, or any of them, including without limitation, any personal injuries or damages to our property, notwithstanding the foresee ability of such injuries or damages, which may occur as a result of our use of the swimming facilities. I also understand that this property is privately owned and the management reserves the right to refuse service to anyone. Neither the homeowner, The Florida Store Property Management Services, nor the Tour Operator will be held responsible for any accidents or injuries to guests, or for the loss of money, jewelry or possessions of any kind.

The Release and Waiver of Liability shall be governed by the laws of the State of Florida without reference to its conflicts of law rules. I warrant I am at least 18 years of age and that I have read and fully understand the foregoing terms. We, the management company, the owners and their agents reserve the right of entry at any time. This includes such workers as maintenance crews, gardeners, etc.

### **INFORMATION PACK**

Whilst 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.