

Reservation Terms & Conditions

Vacation Home Rental Agreement between Owners: Emery & Mary Miszlay and the renters for Property located at: Sun Key Place, Kissimmee, FL 34747, USA.

1. DEPOSIT/SECURITY DEPOSIT

A deposit of \$300 to hold reservation for the period reserved is required at the time of reservation and the balance is required 60 days prior to arrival date at the house, together with \$300.00 (USD) security deposit. For reservations made less than 60 days prior to arrival date at the house the full amount is required at the time of reservation, plus security deposit.

The security deposit will be returned to the party leader via either a check or PayPal, usually within 30 days after departure. This is done after we receive a confirmation from our management company that the property and all its content, furniture, fixtures and fittings are in the same condition as when you arrived, and that you arrived and vacated the property within the agreed times and dates.

Returned checks will automatically cancel booking and are subject to a \$25.00 charge to cover bank charges and our administration fee. Cancellation fees will also apply as described below.

2. CANCELLATIONS

The rental deposit/prepaid rent will be treated as partial payment of the total amount due. If the balance is not paid within 60 days prior to rental date, the Property Owners shall have the right to cancel the booking without further notice.

In the event of cancellations our refund policy is as follows: More than sixty (60) days – refund of security deposit/prepaid rent minus a \$75.00 (USD) administration fee; Thirty (30) to sixty (60) days – refund of deposit/prepaid rent minus a \$100.00 administration fee; Less than thirty (30) days – no refund of deposit/prepaid rent will be entertained. Reservations for holiday periods (weeks consisting of Easter, Independence Day, Thanksgiving, Christmas day, New Years Eve) and reservations for four (4) weeks or longer will not be entitled to any refund of deposit/prepaid rent. Any cancellation and/or change in reservation must be in writing and must be accepted by the owners.

We would strongly advise that appropriate travel and cancellation insurance is taken out for all members of the party travelling.

Force Majeure

The Property Owners shall not be liable for costs or losses incurred due to delays or cancellations in the client's vacation. Nor shall the client/guest have the right to terminate this Agreement for any delay or default in performing here under if such delay or default is caused by conditions beyond The Property Owners control. These situations include but are not limited to: Acts of God, War, Insurrections, Government restrictions, Natural disasters (earthquakes, hurricanes, floods etc), Riots or other major upheaval. The Property Owners strongly suggest that all clients purchase Travel Insurance for their own protection.

3. CAPACITY OF VACATION HOME

The total number of people allowed in the home at one time is limited to the number of people listed on the reservation form (maximum 10 people). Should a group misrepresent themselves they may be asked to leave the vacation home without a refund of their Security Deposit and/or rent.

4. WHO MAY OCCUPY VACATION HOME

The home is provided only for the people listed on the reservation form. Only persons named on the reservation form may occupy the villa. The maximum number of people allowed in the home is 10 people including infants and children. Sub-letting, sharing or assigning is strictly prohibited. All persons under the age of 21 must be accompanied by an adult 21 years of age or older.

5. CHECK IN/CHECK OUT TIMES AND ACCESS CODES

The home will be available to guests after 4:00 PM Florida time on the date of arrival as shown on the Booking Form. At the sole discretion of the Property Owners and/or their Property Management Company, any guest arriving prior to that time may be refused. Check out time is 10:00 AM Florida time on the date of departure. Failure to comply with check-in/check-out times may result in the charge of an additional day's rental, which will be deducted from the Security Deposit at the sole discretion of the Property Owner unless negotiated with ahead of time. If the schedule does not permit, you may be asked to leave the premises. Our cleaning crew usually comes right after 10:00 AM to make the property available for the next guests arriving on the same day.

6. USE OF RESORT FACILITIES

All resort facilities are available to guests at no extra cost. Children are required to be accompanied by and supervised by an adult at all times when using the resort facilities. In addition, Guests should follow all posted signs while using the resort facilities.

7. PROBLEMS DURING STAY

Should any problem occur with the accommodations during your stay, local Property Management Company and/or Property Owners must be informed immediately. Phone numbers will be provided upon reservation confirmation. Guest may be asked to immediately vacate rental premises, without refund or compensation, in the event of unnecessary and loud noise (nuisance or disturbance) or other illegal activities.

8. NO SMOKING POLICY

Per Florida State Law: smoking is strictly prohibited in our home. Your security deposit will be forfeited in full if the cleaning crew detects an odor of smoke in the home upon your departure. If you must smoke please go outside.

9. CONDITION OF HOME

The guest must allow the owner and/or any of their agents the right to enter the property to carry out necessary maintenance. Our Management Company inspects the general condition of the home after the guest departure and we might not be able to inspect the house in your presence due to tight schedules. Any breakages must be notified to our management company immediately including any you note upon arrival. Any found following your departure and not notified will be rectified and the cost deducted from your security deposit. To protect yourself from possible charges against your Security Deposit, please inspect all rooms immediately upon your arrival, and inform the Management Company anything that might be construed as

damage (e.g., burns on counters, furniture or carpet; torn screens; major stains on carpet or walls; stained or torn upholstery; broken windows; etc.).

10. INSECTS AND PESTS

Insects and pests are inevitably present in the Florida climate. This is normal. The home does receive monthly pest control treatments. If insects become a serious nuisance within the home, the management company will determine if further action is needed.

11. PETS

Pets are not allowed on the property and resort. Neither the Property Owners nor their Management Company can be held liable for any loss or injury to a pet while staying at the property, or for any action taken against the pet or the pet owner by third parties. In the event that the Guest brings a pet to the Property, the Property Owners or their Management Company may elect to evict the Guest from the Property with loss of all money paid and/or levy a charge of \$100 to pay for additional sanitation and cleaning on the departure of the Guest and pet.

Further, if we need additional time to clean the house as a result of your bringing the pet into the home and if this delays/prohibits the occupancy of the oncoming guests, any compensation/refund of rent that is paid to the oncoming guests will be charged to you.

12. RECREATIONAL VEHICLES

Parking of Recreational Vehicles (RVs), commercial vehicles, campers, boats, mobile homes, motor homes, house trailers and boats are not allowed or to be parked or stored anywhere in resort. Guests can park their RVs at off-site locations at their own expense.

13. LIMITATION OF LIABILITY

In the unlikely event that we have been negligent and/or in breach of our contract with you, our liability shall be limited to the cost of your booking with us. We accept no responsibility in respect to loss or damage for which you are, or should have been, insured or entitled to indemnity from any other third party. Children must be accompanied /supervised by parents when using home facilities, play areas and other resort facilities.

You are advised you are occupying a private home and therefore are responsible for your own personal safety in respect to any loss, personal accidents or damages sustained by you or any members of your party during your stay. It is the guest's responsibility to ensure that they have adequate vacation insurance to cover personal injury/accident/damage. No claims whatsoever will be accepted by Property Owners, and their Management Company.

Property owners/management company do not accept responsibility or liability for any accident, injury, illness or damage sustained to any person or their property during the rental period or use of pool/recreational facilities regardless of how they may have occurred.

We strongly advise all of our guests to take out travel insurance for your whole party, which includes cancellation charges coverage. (We also advise guests to take out a policy that includes medical coverage, where applicable) as soon as you have booked any part of your holiday or vacation. If you choose not to do this, you need to be aware that you will be personally responsible for any payment of cancellation charges, which may become due.

14. PAYMENT METHODS

Credit card payments may be made (American Express, Discover, MasterCard, Visa or E-Check) via PayPal. Personal checks, Cashier's Check or Money Orders are also accepted; however; they will not be accepted less than 6 weeks prior to arrival.

15. MISCELLANEOUS

Minimum booking period is three (3) days during regular season and seven (7) days during holiday season, unless special arrangements have been made at time of booking. Bookings made automatically on our website may not be accepted and are subject to cancellation with a full refund (less PayPal Charges) by the owners if they do not meet the minimum requirements. When in question, please inquire with the owners.

Guests assume all responsibility for the use of the wireless network. Property Owners shall not be held responsible for any alterations of or interference with a laptop's configuration or operation or data files resulting from connection to the wireless network. Property Owners shall not be liable for the consequences of wireless network use in any way, including the transmission of computer viruses, loss of data or e-mail, or any harm resulting from the use of the wireless network. Property Owners shall not be liable for the loss or compromise of any confidential or sensitive, or any other information, and for any and all damages resulting from that loss or compromise. Property Owners do not guarantee uninterrupted service, error free connections or that all devices will be compatible with the wireless Internet service. Guests must know how to configure their own equipment. Property Owners cannot configure a guest's laptop or network card or help establish a wireless network connection. Property Owners do not provide wireless network cards or computers to guests. Property Owners are not available for computer training or troubleshooting of a guest's computer. Wireless connections may be less secure than a wired connection. Virus and security protection are the user's responsibility.