



### **Reservations Rental Agreement – Terrace Ridge Holiday Condo**

#### **RESERVATIONS**

The signing or acknowledgement of the online reservation form by the party leader confirms the acceptance of the terms and conditions set out and shall be binding on the persons listed on the reservation form intending to occupy the premises (Or any subsequent amendments to this list.)

No all male parties under the age of 25 shall be accepted.

No pets are allowed.

For the comfort of guests this is a no smoking vacation home. However, it is permitted to smoke on the patio. Please use the ashtrays provided.

To ensure comfort, security and peace of mind our home is registered with the state authorities and is in full compliance with all relevant legislation.

#### **PARTY SIZE**

Everyone occupying the property must be listed on the reservation form, including small children. This is Florida State Law and must be adhered to.

The accommodation cannot be shared or sub-let and only the persons shown on the reservation form are permitted to stay in the property.

The property is fully licensed for short term rentals in Florida.

The owner reserves the right to refuse admittance if these conditions are not met. Failure to comply will render the reservation void and no compensation will be paid.

#### **RENTAL PERIOD**

The rental period generally consists of a Saturday to Saturday booking, however, other periods are available (ask for details)

Stays of less than the stated minimum stay, usually between 3-4 days will incur a cleaning fee of \$80.00

The vacation home is available for occupation from 4.00pm local time on the day of arrival and is to be vacated by 10.00 am on the day of departure.

Vacating after 10.00 am may incur a charge to one day's rental unless previously agreed with owner.

Guests can arrange to arrive early or depart later if the vacation home is empty by prior arrangement with the owner.

#### **PAYMENT**

Together with your completed reservation form, a non refundable 25 percent deposit is due within 7 days of your provisional reservation. Upon receipt of your deposit we will send you confirmation of your reservation.

Payment of the balance including the refundable security & breakage deposit is due 30 days prior to your arrival date. Upon receipt we will send out directions, main gate access codes and main door access codes for the keyless entry system..

All credit/debit card payments incur a 2.9 - 3.9 percent PayPal transaction charge depending whether the originating payment is within

or outside US borders..

Direct bank transfers incur a \$15 charge per transaction.

Check payments are only accepted from US / Canadian and UK residents and incur no transaction charges. However, to allow sufficient time for delivery, receipt and banking, if the proposed date of arrival is within two weeks from the date when the reservation form submission is made, check payments will not be acceptable. Payments via check will render a reservation to remain unconfirmed until a time both the check has been received and cleared.

All rates are subject to Florida State Taxes and can change until final confirmation of reservation.

## **SECURITY DEPOSIT**

The client is solely responsible for damages and breakages that may be caused to the property or its contents during your stay. We require either a refundable security & breakage deposit of \$ 250.00 or a non refundable fee of \$ 55.00 towards an Accidental Damage waiver (ADW) in addition to credit card details to be held on account.

The refundable security breakage deposit of \$250.00 must be paid to the owner or management company representative when making the full and final reservation payment. This deposit will be repaid to your party by check or via PayPal as soon as the management company has reported no damage.

The non refundable Accidental Damage Waiver covers the clients against damage to the home. The mandatory ADW fee must be paid before or upon arrival. For the once only payment shown above, the local property management company will waive all liability up to \$1,000 for inadvertent damages or breakages to the home. This will typically include, but not limited to: Breakages to crockery and glasses furniture and lamps, removable stains on carpets due to spilt beverages or food, broken windows, damage to pool screens, blocked toilets and waste disposals.

Our local management company checks the home before your arrival and after your departure and will advise us of any faults. This may include additional cleaning costs for removal of stains due to stains or spillage.

This rental home is designed as a 'Non Smoking' home, and all guests agree to refrain from smoking inside the vacation home. In the event that neutralization of smoke odours from cigarettes, cigars, pipes or other smoking materials is required, or in the event that burn marks from cigarettes, cigars, pipes or any other smoking materials are detected, the cost of elimination of those odours or the repair of the burn marks will be deducted from the security deposit.

We reserve the right to retain the security deposit (either in part or full) to cover the damage or non-return of the keys including the Terrace Ridge Club house key card.. Receipts for repairs/replacement will be provided in the unlikely event that such retention of security is required.

We reserve the right to pursue a guest for recompense for any and all damages that may exceed the value of the security deposit and will require payment within 14 days of being served notice to 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 cost for pest control services incurred for the lack of care may be passed on to you.

## **SAFETY&SECURITY**

To comply with state fire regulations under no circumstances may more than the maximum number of persons identified on the reservation form may occupy the property.

The clubhouse swimming pool is used entirely at the guest's own risk.

No diving is allowed and children must be supervised at all times whilst in the pool area.

No glass is allowed around the pool area.

## **CANCELLATIONS BY GUEST**

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

Any cancellation within the final 8 weeks will regrettably result in the loss of the whole reservation fee (not including the security deposit)

Failure to pay the balance by the final due date (30 days prior to arrival) may result in the loss of the reservation and deposit. If we do not receive the payment we will endeavour to contact the guest but if we do receive no payment or communication, then unfortunately, we reserve the right to cancel the booking and retain the deposit.

If you do have a problem, please contact us to discuss the matter.

We strongly recommend that all guests take out adequate holiday, injury, medical and cancellation insurance cover at the time of

booking.

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

Force Majeure: The owners and agents accept no responsibility or any liability for loss or damage or alterations to the terms of this reservation caused by events beyond the owners 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 or industrial dispute, or any other event beyond our control.

## **COMPLAINTS**

In the unlikely event of a problem arising whilst you are on holiday (relating to our condo ) your should immediately contact our management company who will seek to resolve the matter speedily. Your satisfaction with our vacation home is paramount to us and should you consider that the matter of a serious nature, we ask you to contact us within 14 days of your departure from our vacation home. However, if the matter has not reported to the management company we cannot accept any responsibility.

## **CODE OF CONDUCT**

Terrace Ridge Circle is a residential community. The actions of all members of your party should not interfere with the enjoyment of either other holiday makers or the residents of Terrace Ridge Circle. Please do not play loud music or engage in any activity which may cause inconvenience to your neighbours after 10.30pm or before 07.30am. In the event of any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other holiday makers, residents of Terrace Ridge Circle or damage to any property, the owners or their management company reserve the right to terminate your rental agreement immediately and forthwith. The owners or their management company will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action.

## **DISCLAIMER**

LIABILITY - The property is privately owned and neither ourselves nor the management company accept any liability whatsoever for damage or injury sustained during the use of any facilities or equipment either at the vacation home or clubhouse and surrounding pool area. It is the guest's responsibility to exercise a duty of care at all times and party leaders should ensure that all party members follow all the comprehensive operational and safety instructions relating to the use of the facilities and equipment, familiarize with the fire procedure displayed in the vacation home and confirm all persons using the vacation home are adequately covered by appropriate personal accident/injury/public liability insurance.

The physical address of the property is not realised to the Guest until such a time a signed and valid Rental Agreement along with full rental payment is recieved. At this point the Guest will be sent an arrivals information file attachment via email which will include the property address and all other information needed for guest arrival. This is a security measure and is non-negotiable.

In the event of equipment failure and/or services to the rental home, Terrace Ridge Rentals / Owner accepts no liability. The guest must notify the local property management company within one business day, so that the failure can be rectified.

Terrace Ridge Rentals / Owner do not accept liability for lost or stolen personal property of the guests within the property within the rental period. In the event that property of the guest is lost or stolen, the guest should advise the appropriate authorities first then the local property amagement company.

Terrace Ridge Rentals / Owner accept no liability for personal injury or injusry to the guesr during the rental period.

The guest must ensure that children are supervised at all times. It is the policy of Terrace Ridge Rentals / Owner that all children under the age of 18 are not left in the rental home un-supervised at any time during the rental period.

Games, toys , baby furniture, strollers, rental cribs are all used at the guest's own risk..

We cannot accept any liability for the failure of public supplies such as water, electricity, 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.

The owners and their agents reserve the right of entry at any time. (This includes pool workers, gardeners etc)

Brochure and web site description: Whilst all information supplied in the brochure and web site is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of contract.

#### **LAW**

This contract is subject to and shall be constructed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

#### **PRIVACY**

Any information passed on by visitors to this site, for example, customers completing the on line booking forms or submitting their e mail address will be used solely for the use of renting the vacatin home. We will not pass on your details to any other agencies or third parties whatsoever and will at all times respect the privacy of our clients.