



**SHORT TERM RENTAL AGREEMENT**  
**[2241 Wyndham Palms Way, Kissimmee, FL, 34747]**

This Short Term Rental Agreement (the “Agreement”) is made by and between Terry and Margaret Maple (“Homeowners”) and \_\_\_\_\_ (“Guest”) as of the date last set forth on the booking website reservation, acceptance of the quotation and completion of the booking form *or* on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

By acceptance of the quotation and placing of a booking the Guest hereby fully accepts and agrees to the terms and conditions as included on our website: [www.ourfloridavilla.org](http://www.ourfloridavilla.org), as below and/or attached.

Headings to Clauses are inserted for convenience only and shall not affect the construction or interpretation of these Booking Terms and Conditions.

1. Background: Terry and Margaret Maple (herein after referred to as “us”, “we”, “our”, “Homeowners”, “Owner” or the “Owners”) offer short term rental of a villa to the person named as the Group Leader on the booking form (herein referred to as “you”, “your”, “Guest” or as the “Guests”).

Information about the property can be found at:

[www.ourfloridavilla.org](http://www.ourfloridavilla.org) (our “website”) or via

[www.facebook.com/ourfloridaholidayhome](https://www.facebook.com/ourfloridaholidayhome) (our “FaceBook page”)

2. Property. The property is located at:

2241, Wyndham Palms Way  
Windsor Palms  
Kissimmee,  
FL, 34747

3. Equipment: The property is fully furnished and includes the following in addition (an inventory of appliances etc. is displayed in the home):

Towels and hair-dryers in all bathrooms

Flat screen televisions with cable tv in Family Room and all bedrooms

PS2 game player; Hi speed Internet and WiFi.

Utility Room: Washer; Dryer; Ironing Board, Iron

Kitchen: Cooker; Microwave Oven; Fridge/Freezer; Dishwasher; Coffee Maker; Toaster; Blender; Pots, Pans, Cutlery and Crockery.

Games Room: Pool Table, Air-Hockey Table, Foosball Table, Dart Board, A range of accessories (Balls, cues, soft-darts etc).

Pack ‘n Play crib; Strollers (2); Selection of Pool Toys and Inflatables; Selection of Toys and games; Wet weather capes.

4. Furnishings, Fixtures and Equipment: All electrical and mechanical equipment along with fixtures and fittings as supplied in the property are deemed in good and working order. It is understood however that unavoidable breakdowns do happen occasionally. Once notified to the management company all endeavors will be made to replace, repair or rectify the issue as quick as possible and reasonable. No claim shall be made in respect of non-availability of any equipment, fixtures or fittings due to any unforeseen breakdowns etc.
5. Rental Party: The rental party shall consist of Guest and the following persons:  
Principal and responsible Guest:  
All additional persons shown in the booking form.  
*All as stated on the Booking Form, including/or as details included within the booking system as entered, or Guest to complete with return of signed agreement.*
6. Maximum Occupancy: The property is licensed for a maximum number of guests limited to 10 persons. An additional charge of \$35 per person per night for guests in addition to 8 will be assessed.
7. Guests: No all-male or all-female occupancy allowed without prior authorization of the homeowners.
8. Minimum Age: The lead Guest shall be an Adult over the age of 25.
9. Terms of the Lease. The lease begins at 4.00 p.m. on \_\_\_\_\_ (the “Check-in Date”) and ends at 10.00 a.m. on \_\_\_\_\_ (the “Checkout Date”). *Dates as stated on the Booking Form.*
10. Minimum Stay: The property requires a 7-night minimum stay. The Owners however, reserve the right to offer and accept shorter or longer minimum stays during national holiday periods. If a rental is taken for less than 7 days, the guest will be charged the full 7-night rate.
11. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by these full terms and conditions and the following Rental Rules at all times while at the property.
12. Check-In and Departure: Check-in will be at the villa or at our Property Management Company’s Office as detailed within the reservation confirmation e-mail. Check-in is after 4:00pm and BEFORE the Offices Close. NOTE: There are currently no facilities or arrangements for Late Check-in unless prior agreement has been requested and agreed direct with the Property Management Company. For avoidance of doubt, there will be NO Late Check-in arrangements permitted for any bookings made within 14 days of arrival. If the premises appear dirty or damaged upon Check-in, Guest shall *immediately* inform both the Homeowner and the Property Management Company (whose contact details are displayed in the home). Failure to notify the Management Company *immediately* on arrival at the villa of any damage or broken or missing items the guest assumes full responsibility for the costs of repairs or replacements necessary.  
Departure: All guests must depart no later than the time and date specified above in this Short Term Rental Agreement. Departure shall be at or before 10:00am on the departure date. The Property shall be left in a clean and tidy state. Late departure penalties including, but not limited to additional days rental at a rate of £280 or \$325 per day or part-day and/or loss of rental revenue and consequential compensation may be applicable and chargeable to the guest.

13. Rental Rate, Payments and Fees

Deposits:

- a. Deposit: A non-refundable booking deposit of £350.00 or \$400:00 is due immediately with booking. Failure to pay the deposit within 48hrs of booking, the reservation shall be automatically cancelled and the dates reopened within the calendar.
- b. Security Deposit: A Security deposit, if requested, of £350.00 or \$400:00 is payable and due for payment no less than 60 days prior to arrival.
- c. Damages: Costs of all damages not previously notified as in Clause 12 above that are discovered in the villa after Guests departure shall be charged against the card described in sub-clause d) below  
Damages shall be notified to the departing guest within 14 working days.  
Once repairs are completed and following payment and clearance received, reimbursement of any security deposits if held, will be made to the credit card on file as above within a further 21 working days.
- d. Security: It is a mandatory requirement and condition of this booking that: At Check-In (or if arriving after office hours [and *IF* late check-in has been pre-authorized and agreed with our Property Management Company] by subsequently visiting the Homeowners Property Management Company's office 1<sup>st</sup> thing the next morning after arrival), the guest will be required to complete a check-in and security form. A valid credit card must be presented and will be used to guarantee any outstanding charges including those outlined at point i – iii below. If above not adhered to the access key code will be immediately locked out.  
The card security guarantee will not be used by the Homeowner or his representatives unless charges are made necessary due to:
  - i. damage to the property or furnishings;
  - ii. dirt or other mess requiring excessive cleaning; or
  - iii. any other cost incurred by Homeowner due to or arising from the Guest's stay.
 All and any additional costs incurred in excess of items i – iii which are the liability of the Guest, shall also be charged against this card.
- e. Rental Rate.  
*All as shown as per quotation and agreed at booking and/or as included within the agreed Booking Form or on the booking websites.*

Balance Payment:

- f. Outstanding Balance: Full payment of any outstanding balance must be received prior to 60 days before arrival.
- g. Failure to Pay: Failure to pay any deposits or balances by the due date will render the reservation as cancelled and all or any monies received thus far shall be forfeited and the reserved dates reopened in the reservations calendar.

14. Access: Guest shall allow Homeowner and/or his Agents, Vendors, Representatives or Property Management Company personnel reasonable and necessary access to the property for purposes of repair and inspection. Homeowner and Management Company and Agents shall exercise this right of access in a reasonable manner.

15. Cancellation Policy: If Guest wishes to cancel his/her reservation, the following rental fees become applicable:

The Booking deposit is Non-Refundable

Cancellation more than 90 days prior to Check-In date. **0%** of Rental Fee chargeable

Cancellation less than 90 days but not more than 60 days prior to Check-in date. **50%** of Rental Fees chargeable

Cancellation less than 60 days prior to check-in date. **100%** of Rental Fees chargeable.

any rental fees already received less the booking deposit will be refunded as follows:

100% if cancelled more than 90 days prior to the Check-In Date

50 % if cancelled less than 90 days but more than 60 days prior to the Check-in Date

0% if cancelled less than 60 days prior to the Check-in Date

Upon any cancellation the Homeowners shall make best endeavor to re-let the premises, if successful, and at the discretion of the Owner, 50% of the rental fees paid and still held as per the above cancellation policies (less the booking deposit) will be refunded to the Guest.

Should the cancellation arise from a guests insured risk then the owners, upon request from the guest shall provide a letter and statement for the guests insurance company detailing the guests monies received and obligations in respect of the cancellation policy as above and no monies shall be refunded to the guest.

16. Owners Cancellation: Should the home become unavailable due to matters out of the control of the Owner, e.g.: Storm Damage, Property Damage etc. The Owner has the right to cancel any reservations without notice. However, the Owner shall, as soon as is possible and reasonable, notify the guest of such cancellation. The Owner promises to assist wherever possible with the guest's searches for alternative accommodation. The Owners shall not be liable for any costs, fixed, consequential or otherwise in respect of any cancellation necessary due to any unforeseen conditions. As a result of any cancellation under this clause, all monies paid by the guest in rental fees and deposits, shall be returned in full or on a daily pro-rata basis if rental has already been commenced.

17. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
  - Any unused portion of rent from a guest currently registered;
  - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
  - Any advance rents collected or deposited (less the booking deposit which is non-refundable and deemed reclaimable through the guests own travel insurance policy) for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

18. Limitation of Liability: The Owners (Including the Management Company) accept no liability whatsoever for death, personal injury, accidents, loss or damage to Guests or other persons in the Property or their personal belongings howsoever caused. The use of the Property, its amenities including the pool, and resort-wide amenities, are at the sole risk of the Guests and appropriate insurance cover for such risks should be effected by the Guests. The Owners and the Management Company cannot accept liability for the failure of equipment installed at the Property (including but not limited to where the pool heater fails or cannot reach optimum temperature due to adverse weather conditions or any failure of the air conditioning system) howsoever such failures occur but will take prompt and reasonable action to rectify any such failures upon notification by the Guest to the Owner and the Management Company.
19. Force Majeure: The Owners (including the Management Company) accept no liability whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of your booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, epidemic or pandemic reasons, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions (excepting conditions as covered under Clause 17 above), building or construction works in progress within or near the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by airlines or carriers, loss of mains electricity, gas, water or media supplies, or other events, circumstances or causes beyond the Owners or Management Company's reasonable control.
20. Covid-19 enhancements: Protecting you and your party is of utmost importance to us and our Management Company.

We understand travelling at these times can be concerning; rest assured your health and wellbeing plus that of future guests and our management team are our top priority.

Please ensure you follow these guidelines to protect yourselves and our teams supporting you on site.

- Please message us on your arrival at the villa so that we know you have all arrived safely and are on site. The property will have been cleaned and prepared for your arrival. If there is anything that concerns you please report to our management team ASAP so they can advise and rectify as required.
- We suggest you bring a supply of hand sanitisers and wipes for use during your stay. We aim to provide a supply of these, however due to supply issues locally in the area we cannot guarantee to have these as part of our pre check in procedures.
- **Should any of your party fall ill with symptoms or test positive with Covid-19 it's variants or any similar conditions during your stay, we and our Management Company must be informed ASAP.**
- **Extensions to your stay if quarantine or isolation is suggested, will be considered but however, cannot be guaranteed and will be subject to availability. Extended nights will be chargeable at the same nightly rate as your current booking. An additional 'Deep Clean' charge will also be applied, costs of which subject to Management Company charges.**
- **You are also very strongly advised to immediately contact your travel insurance company to inform them of your situation.**
- Please refer to the US government CDC website, your own country of residence government websites and also your airlines or travel companies for the most up to date information and advice concerning Covid-19, testing requirements and travel arrangements.
- When you depart please ensure all ceiling fans are left on, the AC set to 80°F. All trash correctly bagged and removed from the property and placed in the bins provided. All sheets and towels that have been used should be placed in the laundry room ready to be sanitized by our cleaning team.
- Please ensure you follow any additional guidelines put in place by our management team before or during your stay.

21. Late or Overdue Payments: Payments in respect of additional charges for late departures, losses, damages and/or penalties shall become due for full payment immediately upon notification. We reserve the right to apply interest on unpaid amounts at a rate of 10% per annum, compounded monthly.
22. Communications: All communications shall be via e-mail to the guests e-mail address stated in item 5 above. Communications shall be deemed received upon submission from the Homeowners e-mail address or his agents.
23. Insurance: We cannot emphasize enough, and strongly suggest and recommend that all renters consider purchasing full and adequate holiday travel insurance which includes adequate medical cover. This is for your protection and should ideally be fully in place at, or immediately following, the time of your booking. If your trip has to be cancelled for covered reasons, including but not limited to, illness, accident, death of a family member or traveling companion, jury duty, imposed travel restrictions, weather conditions which cause delay/cancellation of travel, or fire or flood in your home, this coverage normally protects your investment and will reimburse any normally non-refundable payments you make for your vacation rental, airline tickets and other covered travel related fees.  
The Guests agree to fully indemnify the Owners and their Management Company in respect of all claims for these and any other risks that may arise howsoever caused.
24. Payment: Acceptable payment methods can be as follows:  
Upon accepting the booking and/or following submission of Invoices by the owner, his agents or representatives;
- a) Via the payment link show on our Invoices submitted to the Guest with a credit card.
  - b) Via our on-line website portal with credit card.
  - c) Via telephone authorization by credit card.
  - d) Via and through our Booking Agents websites payment process.
  - e) Via and through our Property Management Company's secure payment portal.
  - f) Direct to the Homeowner via BACS transfer in £ GBP to their UK Bank, or in \$ USD to their US Bank.
25. Legality of Clauses and Governing Law
- a) If a provision of this agreement is illegal, invalid or unenforceable this shall not affect the legality, validity or enforceability of any other provision of this agreement. No failure to exercise, or delay in exercising, any right or remedy in connection with this agreement shall operate as a waiver of that right or remedy. No single or partial exercise of any right or remedy under this agreement shall preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy.
  - b) This agreement constitutes the entire and only agreement and understanding between the parties with respect to its subject matter and replaces, supersedes and extinguishes all prior drafts, agreements, arrangements, warranties, undertakings and statements (in whatsoever form) regarding such subject matter.
  - c) This agreement shall be governed by and constructed in accordance with the law of England and the parties agree that the courts of England shall have exclusive jurisdiction in relation to any matters arising out of or in connection with this agreement.

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The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below and/or the Guests submission of the Booking Form and acceptance of the Booking.

Homeowners

Guest: *Guest fully accepts the above terms and conditions by making the booking, completion and return of the Booking Form, or Guest to complete with return of signed agreement.*

*[electronic signatures]:*

*T F Maple and M Maple*

\_\_\_\_\_  
Name (print) T F Maple & M Maple

\_\_\_\_\_  
Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone # (during stay):  
407-387-3030.

Phone # (during stay):  
\_\_\_\_\_



## Exhibit A

### RENTAL RULES

*[2241 Wyndham Palms Way, Kissimmee, FL, 34747]*

1. For the safety and comfort of all our guests and visiting tradespersons. Smoking is NOT allowed inside the property at any time. Smoking is only permitted OUTSIDE the pool area (subject to all the doors to the property being closed), but NOT in the pool enclosure area. The Property is licensed by the Florida State Hotel licensing authority as a Non-Smoking building and compliance is mandatory. This includes within the pool enclosure area.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any and all persons in the property remain the sole responsibility of Guest.
3. Should more persons that have been stated on the booking form be found in the villa then the rental may be immediately terminated, all guests and persons in the house shall be evicted with no return monies due.
4. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises or the facilities.
5. The Guest shall keep the property and all furnishings in good order.
6. The Guest shall only use appliances for their intended uses.
7. Pets are NOT allowed within the building or within the pool enclosure area.

8. Parking: [violation fines unpaid and passed to owners will be recharged to the guest plus a \$100 admin fee]  
PARKING PASSES – Parking pass(es) are issued by the community security gate staff at check-in. Renters must display a valid parking pass on the rear-view mirror of the vehicle at all times. Failure to display may result in towing of vehicle at renter's expense. Leave the parking passes inside the unit upon departure.

PARKING – Parking is limited to 2 vehicle(s). Vehicles are to be parked in designated parking areas or on the home driveway only, not overhanging the pedestrian walkways. Parking on the road or grassed areas is not permitted. Any illegally parked vehicles are subject to immediate towing without notice; All and any applicable fines/towing fees are and remain the sole responsibility of the lead guest who is deemed the vehicle owner/renter.

9. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the units, or from the home to the pool area. We suggest you bring your own beach and/or pool towels.



10. Cleaning: The unit will be cleaned before Check-In and after departure of each guest. Should the home be found to require excessive cleaning over and above that which would have reasonably been expected after the Guest has departed then all costs involved for a deep-clean and any repairs or renewals found necessary will be charged to and become payable by the departing Guest.
11. Pool/Spa Heating: Pool and Spa heating is available if requested (recommended for your comfort and enjoyment from September thru April) and is chargeable for the entire stay of the Guest. The pool pumps and heating are remotely monitored, can **only** be activated and adjusted by the Homeowner or the Property Management Company. Under no circumstances may the Guest attempt to switch on/off the heater or adjust the settings. If Guest does switch on/off the heater or adjust any of the settings, all and/or any faults that subsequently then occur during, or after, the guests stay then the guest shall be fully liable for all repair and/or replacement costs. Pool heating should ideally be requested with booking or prior to rental balance is paid. Should the Guest require pool/spa heating activation once the rental period has commenced, a charge of \$35 for an engineer's visit to activate pool heater will apply in addition to the daily pool heat charge. Please note that pool heating generally takes between 24 and 48 hours to reach working temperature.  
  
Please note: Pool temperatures will have been set to a maximum of 85 F, but pools will only heat to approximately 8 – 10 degrees F above the ambient air temperature and will not operate should the ambient air temperature fall below 55 F.
12. Pool Cleaning: The pool technician will visit once a week to clean, test and treat the pool. In the meantime, there is a brush and net available to use to fish out any stray bugs etc.
13. Air Conditioning: The Air Conditioning Temperature is remotely monitored and pre-set by the Owners. There is a few degree range adjustment allowable to the guest by the wall thermostat. Any other settings can only be adjusted by the Owners or their Management Company. The Guest is expressly forbidden to attempt any adjustments outside this allowable range. If Guest does adjust or attempt to adjust any of the settings, all and/or any faults that subsequently then occur during, or after, the guests stay then the guest shall be fully liable for all repair and/or replacement costs. Excessive use of Electricity (caused by leaving external doors open with the air-conditioning on) shall also be chargeable to the guest.
14. Garbage Disposal: Please see in-house details for garbage disposal arrangements. Note: Bins will not be emptied if trash is loose and not 'bagged'. Should trash be placed in the bins loose and not bagged the collectors can refuse to empty the bins and charges will apply. Any additional charges by non-compliance shall be chargeable to the guest.
15. Pool Security: There is a pool safety fence provided for the safety of the guests. Removal of these is at sole risk of the guest and must be replaced upon leaving the villa.  
  
Further, there are audible door alarms fitted to each of the doors to the pool deck area. These are activated when the door is opened. They are there specifically for your and any young one's safety.  
  
**WARNING**: These alarms are very loud.  
  
They are not in any way connected to the house burglar alarm system.  
  
**NOTE**: It is a Federal Offence to override, disconnect or disarm these alarms punishable by fine and/or imprisonment. Our Management Company will report to the authorities any disarming of these alarms if detected following guest departures.  
  
Nuisance they may be, but please remember and understand that they are fitted and in place for you, your guests and your child's safety.
16. Departure: All guests must depart no later than the time and date specified in the Short Term Rental Agreement. Late departure penalties may be applicable.