



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, as below and/or attached as in force and updated at the time of the arrival date of reservation.

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 (our “website”) or via
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, All accessories (Balls, cues, soft-darts etc).

Pack ‘n Play crib;

Additional Items:

Some additional items are usually left by previous guests for your use if you wish.

Selection of Pool Toys and Inflatables; Selection of Toys and games; Wet weather capes.

There is usually a selection of strollers (Push chairs) available also.

(You are free to make use of them but on the understanding that they have been left by previous guests and as such have not been supplied, checked or tested by the owners who cannot therefore guarantee them for safety purposes. Should you wish to use them then you must take full responsibility as no liability is given or assured by the owners).

4. Rental Party: The rental party shall consist of Guest and the following persons:
Principal and responsible Guest [The lead 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.
5. Maximum Occupancy: The property is licensed for a maximum number of guests limited to 10 persons. An additional charge of £25 or \$25 per person per night for guests in addition to 8 will be assessed.
6. Guests: No all-male or all-female occupancy allowed without prior authorization of the homeowners.
7. Minimum Age: The lead Guest shall be an Adult over the age of 25.
8. 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.**
9. 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.
10. 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.
11. Check-In and Departure: Check-in will be direct to the villa as detailed within the reservation confirmation e-mail.
Check-in: Arrival at the villa shall be ***after 4:00pm***. Early arrivals are not permitted. [Gate and door access codes only commence at 4.00pm on day of arrival]. NOTE:
Should 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.
NOTE: There are no facilities for any Late Departure check out unless prior arrangement has been requested and agreed direct with the Property Management Company. Late departure penalties apply, including but not limited to, an additional days rental at a rate of £280 or \$325 per day or part-day plus an abortive cleaning fee of £150 or \$175, and/or any loss of rental revenue and/or consequential costs. Compensation may be applicable and chargeable to the guest.

12. 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: The owners reserve the right to charge in addition a Security deposit. If so requested, this shall be to a sum up to £500.00 or \$700:00 is payable and if so applied, will become due for payment no less than 60 days prior to arrival.
- c. Accidental Damage Waiver (Damage Protection): Your stay with this reservation is covered for any accidental damages to the sum of \$5,000.00. The charge of £60.00 or \$70.00 listed as ‘Accidental Damage Waiver’ on your Invoice covers your purchase of \$5,000.00 of ‘all-risk’ damage protection coverage on your rental property. This protection is purchased in lieu of a refundable damage security deposit. Coverage details are detailed within the following link: www.waivo.io/terence-maple/
- d. Damages: Costs of all damages neither previously notified as in Clause 11 above, nor covered within sub-clause c above, that are discovered in the villa following the Guests departure shall initially be charged against the security deposit, if any, as described in sub-clause b) above. Costs in excess of any withheld security deposit, or not covered by the accidental damage waiver insurance provisions in sub-clause c above, remain the liability of the Guest at all times, and shall become due for payment immediately following notice.
Damages shall be notified to the departing guest within 21 working days of guest departure. Once repairs are completed and following payment and clearance received, reimbursement of any remaining security deposits if held, will be made ONLY to the lead guest on file as above within a further 21 working days.
All and any costs not covered by sub-cluses b and/or c above shall be chargeable to the lead guest who will upon notice become liable and shall make immediate payment to the owners.
- e. Security: It is a mandatory requirement and condition of this booking that: A fully completed and signed booking form has been completed. The lead guest will make and be responsible for all payments and will guarantee any outstanding charges including those outlined at point i – iii below. If any of the conditions within this agreement are not adhered to, the access key code will be immediately locked out.
The lead guest guarantees to be fully responsible and liable for any and all charges, where not covered by sub-clause c above, that are made necessary due to:
 - i. damage to the property, fixtures, fittings equipment 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 the lead guest.
- f. 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:

- g. Outstanding Balance: Full payment of any outstanding balance must be received prior to 60 days before arrival.
- h. 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.

13. 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.

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

The Booking deposit and damage waiver insurance payments are and remain at all times 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 and damage waiver insurance 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 entirely 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 and damage waiver insurance payment) may be refunded to the Guest. Should the cancellation arise from a guests' insured or insurable risk (whether or not the guest has so chosen to effect insurance) then no monies shall be liable to be refunded to the guest. The owners, upon request from the guest shall provide a letter and statement for the guest or his insurance company detailing the guests' monies received and obligations in respect of the cancellation policy as above and no monies therefore shall be refunded to the guest.

15. 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, less the non-refundable booking deposit and damage waiver insurance payments (Deemed an insurable risk items), shall be returned in full or on a daily pro-rata basis if rental has already been commenced.

16. 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 and damage waiver insurance payment which are 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.
- 17. 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. The owners will take prompt and reasonable action to rectify any such failures upon notification by the Guest to the Owner and the Management Company as soon as is possible.
- 18. 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 16 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.
- 19. 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.
- 20. Communications: All communications shall be via e-mail to the guests e-mail address stated in item 4 above. Communications shall be deemed received upon submission from the Homeowners e-mail address or his agents.
- 21. Insurance: By making this reservation, it is assumed that the guest and all the party will have in place full and adequate insurance cover for all risks or, accepts the full and binding responsibility for those risks. We strongly recommend and encourage all renters to purchase full and adequate comprehensive traveler insurance, and if not resident in the US full and adequate medical insurance. [US citizens are deemed to hold their own adequate medical insurance cover]. There are many policies that are freely available. We cannot emphasize enough, and strongly suggest you consider purchasing full and adequate holiday insurance for your and your party's protection and which is 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.

22. 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 via direct bank transfer in \$ USD to their US Bank.

23. 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 Gusts 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 within the screened 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 other person in the property is 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. The villa is 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 premise.
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:

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 fully on the home driveway only (No overhanging of any pedestrian walkways). Parking on the road or grassed areas is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the lead guest.
9. Car Charging: Charging points or facilities for electric or hybrid cars are NOT provided at the home. Any charging of electric vehicles utilizing or attempting to utilize any of the homes domestic electric supply system is strictly forbidden by any means. Any attempts to plug in an electric car charging system, or

trickle charge system, will result in immediate eviction, termination of the rental and no refunds of rental fees or damage/security deposits already paid will become due.

10. 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.
11. 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.
12. 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 reach working temperature.

Please note: Pool temperatures have been set to a maximum of 85 F, and Spa temperatures set to a maximum of 95 F, but pools/spas 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.
13. Pool Cleaning: The pool team 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.
14. Air Conditioning: The Air Conditioning Temperature is remotely monitored and pre-set by the Owners and can only be adjusted by the Owners or their Management Company. There is a pre-set and fixed range where the thermostat can be adjusted by the guest for comfort. Any other settings or adjustments can only be adjusted by the Owners or their Management Company. The Guest is expressly forbidden to attempt any adjustments outside of this pre-set range. If Guest does adjust any of the settings outside of this range, 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. Similarly excessive use of Electricity (caused by leaving external doors open with the air-conditioning on) shall also be chargeable to the guest.
15. 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.
16. 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 the young one's safety.

WARNING: These alarms are very loud.

They are not in any way connected to the house burglar alarm system.

It is a Federal Offence to override, disconnect or disarm these alarms punishable by fine and/or imprisonment.

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.

17. External Security: There are external security CCTV cameras monitoring both the front door and the side of the villa. These may be in use at times for security purposes. No cameras monitor any guest useable areas either inside or to the pool areas of the villa.
18. Pest Control: A Pest Control operative(s) will visit and treat the exterior and interior of the villa at regular intervals.

Please be mindful: Florida has a tropical climate where bugs and pests etc. are a continual problem. They get into homes surprisingly quickly via any open doors, patio doors and/or windows and where food and/or drinks are left out, unattended or uncovered.

19. Departure: All guests must depart no later than the time and date specified in the Short Term Rental Agreement and leave the villa in a clean condition. Late departure or additional cleaning fees and/or penalties may be applicable.

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