

## Terms and Conditions for the Rental

**NOTE: All bookings will be subject to a refundable security deposit, payable with the final balance due. Security deposit amounts vary depending on property selected.**

I must notify Five Star Villas Inc. within one (1) hour of arrival if there is already any damage or notable conditions.

I understand that I am responsible for the cost of any damages sustained to the property, decor or its contents during the stay; this includes the moving of items to another property, for breakages or for any excessive cleaning charges incurred during my stay. I also understand that smoking and pets are not permitted in the property, and any failure to adhere to this will result in a minimum \$500.00 penalty charge.

### Reservation Acceptance & Payment

If more than 45 days before scheduled arrival, a 25% deposit is required.

The final payment is due 45 days before your arrival. The final payment will be billed to your credit card on file unless other payment arrangements have been made. The Guest agrees that payment of the rental deposit sum to Five Star Villas Inc. will signify their full acceptance of these terms and conditions of rental.

### Reservation General Terms & Conditions

All properties are strictly non-smoking in or near the property. Absolutely no pets are allowed and only seeing eye dogs with prior written authorization will be allowed. Failure to comply with this will result in the eviction of the Guest from the Property, without recompense or refund and the loss of your security deposit.

The Guest making the reservation must be 25 years of age or older and must occupy the rental property the entire term of the reservation.

By state law, occupancy may not exceed what is posted for each home. Maximum occupancy excludes children under three years of age. Only persons listed above in this Rental Agreement are permitted to stay in the home.

The reservation is accepted & confirmed only for the number of guests declared on the original inquiry and/or listed on the Rental Agreement. Five Star Villas Inc. reserves the right to cancel the reservation if additional guests are added without prior consent.

The Guest agrees the rental period will begin and end on the dates as shown on the Rental Agreement. Failure to abide by these rules will render your reservation void and all monies will be forfeited.

Pools are used at guests' own risk. Under 18's must be accompanied at the pools. The safety fence (if installed) must be used at all times.

If the owner has provided a complementary BBQ grill free of charge, be aware that you are using it at your own risk. Guests will be held responsible for any damage caused by use or misuse of the BBQ. Only use the BBQ in open, outdoor areas. The BBQ must not be used in any enclosed areas. Five Star Villas Inc. does not accept liability for equipment failure. It is the guest's responsibility to clean and maintain the BBQ and replenish propane as required. There will be a minimum cleaning charge of \$50.00 if the BBQ needs professional cleaning to enable use by the next guest. Five Star Villas Inc. and/or the Owner do not accept liability for BBQ equipment failure.

Games, toys, baby furniture/equipment are used at guests' own risk. Young children must be supervised at all times.

RV Campers, enclosed trailers/tents are not allowed on or near the property.

Five Star Villas Inc. or its representatives may enter the Property at any time, without notice, for the purpose of protection and/or maintenance of the Property. Whenever possible, Five Star Villas Inc. will provide notice to the Guests prior to such entrance.

The Guest agrees not to bring onto the property pesticides, bleach, sanitizers or air fragrances.

The home is not to be used to host parties or social/group gatherings. Only guests whose names are on the Rental Agreement are authorized to stay in the home. Any guest having a party or social/group gathering in the home or exceeding the numbers of authorized guests will be evicted without refund.

No drug use in or near the property; Guests are not allowed to use the property for any immoral or unlawful purpose. Any guest who violates any law or ordinance will immediately terminate occupancy without a refund.

Quiet time is strictly 11:00 pm onwards; guests who do not comply and disrupt the peace and quiet will be required to vacate the home without refund.

This Rental Agreement may not be assigned or the property sublet. No locks must be broken, changed or added; no property keys must be duplicated.

The property must not be used for amateur or professional video without prior written consent from the owner.

We cannot accept any responsibility for your personal safety during your vacation. You are reminded to exercise care as to your personal safety and the safety of your companions. Use of the pool and any community pool, tennis court and recreation area is entirely at your own risk. It is particularly important that children are supervised at all times in and around the pool areas. For the safety of children, doors that have direct access to the pool may be alarmed. Tampering or disconnection of these devices is a criminal offense. Alternatively the property may have a removable pool safety fence located around the pool area. If this pool safety fence is removed during your stay at the home, you will assume full responsibility for any and all use of the pool and spa.

All trash/garbage must be put out for collection by the sidewalk early on each Monday & Thursday. Excess trash/garbage left on your departure is not acceptable. Failure to comply could result in retention of security deposit.

All descriptions given on the websites are made in good faith and the owners accept no liability whatsoever for errors or omissions.

The Guest agrees to abide by all Reunion Resort association rules.

Failure to comply with any of the terms herein will, at the sole discretion of Five Star Villas Inc., result in the eviction of the Guest from the Property, without recompense or refund.

Should you experience any problems with the home during your stay, contact Five Star Villas Inc., who will make efforts to rectify the matter. Do not attempt to contact the staff of Reunion Resort. Should a problem remain unresolved, you are asked to notify us in writing within 7 days of vacating the home. No action can be taken or liability accepted for any complaints received after this period.

### **Check-in/Check-out Times**

Check-in time is after 4:00 pm and check-out is before 10:00 am.

Early check-ins or late check-outs can be requested for an additional charge of \$75.00 each. All early check-ins or late check-outs are subject to no other reservations in the property at the time of your arrival/departure. As such, these will be tentatively booked, and confirmed only within the last 72 hours prior to your arrival. It is the guest's responsibility to contact Five Star Villas Inc. within 72 hours of arrival to confirm availability. In the event a Guest fails to depart from the home by 10:00 am with no late check-out arranged and results in Five Star Villas Inc. being unable to clean and prepare the home for the next arriving Guest that day, the departing Guest agrees to pay damages and costs incurred by Five Star Villas Inc., including but not limited to moving the incoming Guest to another home.

### **Key Pick-up/Check-in Instructions**

The property will have an Electronic Lock. The code will be provided approximately 7 days prior to check-in.

## **Cancellation Policy**

All cancellations must be received in writing and are subject to the following penalty percentages of the total rental fee:

- 25% from initial date of booking up to 45 days prior to the arrival date (the rental deposit is non-refundable).
- 50% if less than 45 days prior to the arrival date.
- 75% if less than 30 days prior to the arrival date.
- 100% if less than 15 days prior to the arrival date.

Cancellation of the arrangement due to non-payment of the balance by the due date will result in a loss of all monies. All cancellations must be confirmed in writing.

CSA Travel Protection Insurance has been made available as an option with your reservation. Travel Protection Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We suggest you purchase this valuable protection (call us for a quote). Separate terms and conditions apply, read the Description of Coverage/Policy carefully (for policy details, go to <http://www.csatravelprotection.com/certpolicy.do?product=G-330CSA>) and contact CSA at (866) 999-4018 with coverage questions.

## **Basis of Rental**

The Property comes complete with a fully equipped kitchen including a refrigerator, freezer, oven, range, microwave, dishwasher, toaster, coffee maker, blender, cookware, dishes, glasses, utensils, linens and towels. The Property also includes a full size washer and dryer, iron, and ironing board.

While we try to provide each Guest with everything they will need, there are some items that are not provided in the homes. While bath and hand towels are provided, you may want to bring your own beach towels and washcloths, as these are not always supplied in the property. Vacation rental properties are "self catering" accommodations. Five Star Villas Inc. provides complimentary starter soap, toilet paper, and trash bags. Once these items are used, it is the Guest's responsibility to replenish them.

## **Limitation of Liability**

The owners and Five Star Villas Inc. do not accept liability for equipment failure and/or services in the Property. In the event of failure of equipment, the Guest must notify Five Star Villas Inc. within one working day, so that Five Star Villas Inc. may elect to rectify the failure.

Five Star Villas Inc. does not accept liability for lost or stolen personal property of the Guest from the Property during the rental period. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then contact Five Star Villas Inc. to report the lost or stolen items.

The property owners or Five Star Villas Inc. accept no liability for personal loss or injury to the Guest during the rental period.

The Guest understands that there is no lifeguard on duty and it is a major condition of this reservation that the use of the rental property and pool is entirely at the guest's risk. Diving, horseplay or running around the pool area is prohibited; no child in the party or adult non-swimmer will use the pool without adequate adult supervision by a strong swimmer. The guest must immediately report any problems with the pool alarms or pool safety fencing.

All guests understand and agree that neither the property owner can accept responsibility whatsoever in case of accident or illness whilst on the property. Any disputes under this Agreement shall be resolved exclusively via binding arbitration according to the rules of the American Arbitration Association for commercial disputes in Osceola County, Florida, applying Florida law. Each party shall pay their own attorney fees/costs and, the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.

The property owners or Five Star Villas Inc. do not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the Guest.

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

We accept no responsibility of liability for any loss or damage or alteration in the terms of your reservation caused by events beyond our control, including, but not restricted to war, terrorist activity, civil commotion, flight delays or cancellations, airport closure, adverse weather conditions, fire, flood or industrial dispute. There will be no credit given for shortened stays due to late arrival or early departure for any reason and no credit given for cancellation due to weather conditions.

### **Force Majeure**

There may be circumstances beyond our control and contemplation, in which the property might not be available for your reservation. Examples of these, but are not limited to, destruction of property, sale of property, water, gas or sewer leaks, fire or any other damage to the property making it inhabitable or potentially inhabitable. In the event of Force Majeure, Five Star Villas Inc. will do their best to make alternative arrangements for the guest whenever possible. If we are unable to do so or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. If the guest accepts the alternative accommodation, they agree to re-locate back to the original property when it is deemed available by Five Star Villas Inc. This will be the full extent of our liability to you and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

## **Personal Items Left Behind**

In the event a guest may have left a personal item behind in the vacation home, we will do our best to locate it; however, the owner and the management company are not responsible for any losses. If the item is found, the guest will be advised and given the contact details of a local company which specializes in collecting & mailing packages. The guest will be responsible for arranging collection and any cost incurred.

## **Pool Heat**

Pool heat is an optional amenity that is an additional cost to the reservation. Pool heat must be purchased for the duration of your stay. If pool heat is purchased, the heater will be turned on 24 hours prior to your arrival, and runs for approximately 8 hours per day. The pool heater is set to 85 degrees Fahrenheit. The pool heater operates on a timer and is set to come on in the morning and turn off in the evening. Please be aware that some cooling may occur overnight when the air temperature drops. In the coldest winter months, heating the pool can be a challenge as the water temperature will drop overnight. Florida has a temperate climate, but we do experience cold fronts coming in from the north that can bring overnight low temperatures in the 30's and 40's, which can last for several days. Unfortunately, under these circumstances, there is no way the pool heater will be able to maintain the water temperature at 85 degrees Fahrenheit, especially where pool heat is provided via an electrical pump. Electrical heating pumps do not operate effectively below 55 degrees Fahrenheit, and failure of these devices to heat the pool to the desired temperature is outside of Five Star Villas Inc.'s control and is regarded as an act of nature. Most of our homes' pools are heated via gas and will generally heat more efficiently. Please note that cold weather does NOT constitute a mechanical failure and NO refunds will be given for problems that are due to cold weather.

## **Security Deposit**

You and your party are responsible for all damage and loss to the property and its contents during your stay. If you or any member of your party cause any damage to the property or any item in it or on its premises, you and/or your party may be required to pay for the loss and/or damage caused to the fullest extent and in this event, we will hold you and each member of your party jointly and individually responsible.

A security deposit will be required from you to cover:

- damage or loss to property contents; and/or
- excessive cleaning costs

The security deposit is payable with the final balance.

A full and detailed check of the property will take place by the management company after your departure. You will be advised of any faults or damages found after this check and we will advise you as soon as possible of the cost of repair or replacement.

Anything damaged or broken will be charged to you at the replacement cost. Any items having to be purchased will be replaced 'like for like' to the same quality and standard.

The security deposit will be refunded back to the credit card we have on file for you, or if paid by check, a check shall be mailed to the address provided by you, once the property has been inspected following your departure. In the event that the property or its contents are damaged or broken in any way, or lost, then charges will be deducted from the security deposit and any refund that may be due to you will be paid after repair or replacement is made for the appropriate item. Should the security deposit not cover the cost of repairing all the damage caused and/or replacing any items that are damaged, then we will invoice you for additional funds to make up the difference. You agree to pay our invoice for such additional damage or replacement costs within 14 days of the invoice being sent to you.

The security deposit, less any charges, will usually be refunded within 14 days after your departure date. However, the refund may take longer if you dispute a charge and we need time to investigate.

### **Accidental Damage Insurance**

Unless otherwise stated, all bookings are subject to a non-refundable accidental damage insurance fee which is payable with the final balance.

The accidental damage insurance fee covers you for minor accidental damage to the property and its contents during your stay up to the value of approximately \$500. The accidental damage insurance fee is payable in addition to the security deposit as noted above.

In the event that damage is caused to the property during your stay we shall, at our absolute discretion, make a determination as to whether the cost of any repair and/or replacement should be deducted from your security deposit or whether the damage is sufficiently minor and accidental, in our opinion, to be covered by the accidental damage insurance noted above.

Intentional damage or gross negligence is not covered by accidental damage insurance.

Any damages must be reported to the management company prior to checking out. If you fail to report any damages the insurance will not cover you and you will be charged for the cost of repairs or replacement items using your security deposit.