



Villa Tuscali Rental Agreement

Booking

These booking conditions are the sole contract between the owners and the persons completing this form. No contract shall exist until the deposit and the booking form have been received.

The person who signs the Booking form certifies that he or she is authorized to agree the Booking conditions on behalf of all persons included on the Booking form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 21 years or over. Only persons named on the booking form may occupy the property.

Our villa is registered with State Authorities and is in full compliance with all relevant legislation. It is licensed under Florida State Law to accept a maximum number of 10 guests. Booking forms cannot be accepted which indicate a number of guests in excess of this figure. Violation of this maximum number may be grounds for an immediate eviction. In these circumstances no refund will be given.

No all male parties or parties of guests who are all under the age of 21 will be accepted.

Florida sales and tourist tax is included in the rental price. Water, gas, and electricity (except pool and spa heating) are included in the rental price.

Cable T.V., bed linen and towels are included in the rental price. Cleaning materials and toilet tissue is not included in the rental price.

Telephone

Whilst a telephone is provided within the villa, the cost of any calls made other than local calls is not included in the rental price. Details of cost of calls are detailed on a notice in the property. You can obtain prepay phone cards at various values from almost any petrol/gas station and supermarket. They are easy to use and are usually cheaper than using pre-registered credit cards.

Payment

To reserve the villa we require a non-refundable deposit of £100 per week within 7 days of your initial enquiry to be forwarded with the completed Booking form. This deposit will be considered part payment of the total rental cost. The villa will not be reserved until we receive the correctly completed Booking form, signed Rental Agreement and the deposit. On receipt we will send out a confirmation of the booking. Cheques should be made payable to Allison Hill.

Payment of the balance, together with the refundable security deposit of £200 is required to be paid 8 weeks prior to your arrival. If pool / spa heating is required, this is an optional extra and this should be requested at time of booking. You should forward the payment for the pool / spa heating with your balance. If the balance has not been received 8 weeks prior to your arrival we reserve the right to cancel your reservation without notice. We suggest you have insurance to cover this.

Key, Map and Instructions

On bank clearance of your payment, we will send you an information pack detailing important information you will need for your holiday including directions to help you find the villa and instructions on obtaining the key for the villa.

The villa front door key must be left in its security box each time you leave the property. The loss of the door key will result in the cost of changing the locks being deducted from the security deposit.

You will be provided with one key.

In the situation where you lock yourself out of the villa, you are to phone the management company immediately and they will allow you to re-enter the villa. The management company will make a small charge for this service depending on the callout time i.e. whether inside or out of office hours.

KEYS MUST BE LEFT IN THE KEY BOX UPON DEPARTURE – FAILURE TO DO SO WILL ENCUR A £50 CHARGE.

Cancellation

Any cancellation in whole or in part within 8 weeks of the commencement of your holiday will not be eligible for any form of refund unless we are able to re-rent the property. We would strongly advise that you take out your own appropriate holiday insurance at the earliest opportunity to cover this possibility and the liability aspects outlined below.

Management Company

Pat and Celine Walsh of American Homes can be reached during normal business hours at :
863 420 4072.

You can phone using the villa phone. All local calls are free.

If you require Celine's help out of hours –the emergency number is posted in the villa. It is also a local number.

Liability

We sincerely hope that this is not the case but should you experience any problems whatsoever with our villa during your stay, please contact the Management Company who will do their best to assist and rectify the matter as soon as they possibly can. Should a problem remain unresolved, you are asked to notify us in writing within 7 days of your return. No action can be taken or complaint considered for any correspondence received after this period. If the problem has not been reported to the Management Company the owner cannot accept any responsibility.

Neither we nor our agents can accept liability, nor be responsible for death, personal injury, accidents, loss or damage to persons or personal effects during your vacation however caused.

Neither we nor our agents can accept liability, nor be responsible for any loss or damage or alterations to the terms of your booking caused by Force Majeure (e.g. flight delays and cancellations, strikes, floods, closure of airports, weather conditions or other events beyond our control.).

Neither we nor our agents can be held responsible for any unnatural, natural or acts of God that may occur and result in loss of personal property or personal injury during your stay.

Neither we nor our agents accept liability for any injury as a result of the use of the swimming pool or spa during your stay. It is a Florida Law requirement that children under the age of 10 years are supervised by an adult in the pool or on the deck area at all times. Neither the owners nor the management company will be responsible for any injury or injuries caused by failure to abide by this rule.

The Guest shall not be entitled to any refund due to unfavourable weather or if the Guest vacates the property earlier than his/her scheduled departure date.

Neither we nor our agents can accept liability nor be responsible for the failure of any public supply such as water, gas, or electricity.

In the event that we are unable to deliver the villa to the Guest under this agreement because of fire, eminent domain or if the property is unavailable because of delay in maintenance, or because of water or sewer, the guest expressly agrees that in no event shall the owner be held liable for any consequential or secondary damages.

Although the villa is in a quiet location the state of Florida is a developing area, which contains both residential and holiday properties, therefore we cannot be held responsible for any new or ongoing construction or alterations to existing properties or any noise as a result thereof on or around the villa location.

All descriptions given on the website, brochure and advertising sites are made in good faith, but no liability can be accepted for error or omissions.

Security / Breakage Deposit

Prior to your stay you will be provided with a full and complete inventory of every item within our villa.

An additional security / breakage deposit of £200 will be required from you with your final balance. This is to cover for any damage or breakage that may occur or the loss of any item or contents within the villa. The security deposit also covers such occurrences as excessive cleaning costs, chargeable telephone calls, the loss of keys, which necessitate the changing of locks or failure to return the key to the keybox upon departure, stained carpets or bedding, missing linen or towels or other inventory items, and disposal of garbage left behind on departure

In the event that something gets broken, replace it if you can. If you spill something please use only the appropriate cleaning agent or contact the management company immediately. Any breakages or damage must be reported to the Management Company as soon as possible and before you vacate the property.

The villa should be left in a clean and sanitary condition. If this is not the case, or if there is evidence of offensive smells whether due to smoking or any other causes, the management company will carry out the necessary cleaning work the cost of which (together with a 20% handling fee) will be deducted from the security deposit.

Florida has a sub-tropical climate. Care needs to be taken with food which is left uncovered. Apart from spoiling and contaminating areas insects are attracted. Any costs for pest control services incurred from lack of care will be deducted from the security deposit.

The security alarm system is linked to a monitoring station and should be set when the villa is unoccupied. Should the alarms be activated in error on a number of occasions during your stay a charge may be incurred. If this is the case, this cost will be deducted from your security deposit.

Fire alarms are situated around the entire villa. Any tampering with these alarms will result in a minimum £50 deduction from the security deposit.

Under no circumstances must any glassware or breakable items be taken out into the pool area. The breakage of one small glass would require the entire drainage of the pool and spa for the safety of the guests. The cost for this work will be deducted from the security deposit. Plastic mugs, containers, plates and tumblers are provided for your convenience and safety.

The security deposit less any such charges will be refunded by cheque as soon as the Management Company has completed its inventory and occupancy report and all keys have been returned. This will normally be no later than 14 days after your return.

If charges exceed the value of the Security deposit you will be invoiced for this excess. You agree to pay this invoice within 7 days.

We reserve the right to pursue a quest for recompense for any and all damages caused which may exceed the value of the security deposit. Should we pursue an action for recovery of damages, we reserve the right to collect any and all attorneys / legal fees, costs and other expenses associated with such an action.

Air Conditioning

In order to obtain the most effective air-conditioned temperature, all external doors and windows should remain closed. Failure to do so will place an unnecessary strain on the running of the air conditioning unit, which may be reflected in the Management Company report on your departure. We cannot accept liability for the failure or breakdown of the air conditioning system.

Swimming Pool and Spa

The pool and spa Jacuzzi are used entirely at our guests own risk. As a condition of the use of this villa, the guests and their visitors specifically waive any claim whatsoever against us and /or the management company for any accident or claims arising from the use of the pool / spa. It is the responsibility of an adult member of the party to ensure that children under 16 years are **always** supervised at all times in and around the pool and spa and surrounding areas. **It is a Florida Law requirement** that children under the age of 10 years are supervised by an adult in the pool or on the surrounding areas at all times. No children aged 10 yrs or younger are allowed in the Spa.. Please read and follow all pool and Spa rules.

No diving is allowed. The depth of the pool is between 3 ft – 6ft. The depth of the Spa is 3 ft.

No-one should enter the water with the pool cover in place.

Under no circumstances must any glassware or breakable items be taken out into the pool area. Plastic mugs, containers, tumblers and plates are provided for your convenience.

All doors leading to the pool area are alarmed. This is in compliance with Florida State Law primarily for the protection of small children and must not be tampered with.

Under no circumstances must the barbecue be used in the pool screened area as the heat will damage both the screen and pool decking.

The guest understands and agrees that they are responsible and liable for all damages that occur to the pool or the pool equipment through their misuse and / or negligence. Unsanitary conditions that arise due to the Guest misuse of the pool that require additional corrective work will be carried out and the cost of such work shall be charged to the Guest.

Pool & Spa Heating (Gas)

The villa swimming pool is heated using a Gas Heater.

During the winter months of **November to March** (inclusive) gas heating is recommended

This is an optional extra for an additional charge of £25.00 per night with a minimum number of 4 nights being charged, or £140.00 for 7 nights. We have provided a Solar Cell Sun Blanket for the purposes of covering the Pool and Spa. We recommend that guests place these covers on the pool and spa overnight. This reduces night time heat loss and will result in a higher water temperature for your pleasure. Pool /Spa heating runs for 10hours per day – from 8am until 12noon and from 4pm until 10pm. Should the water heater malfunction guests will be refunded for actual days where pool heating was unavailable.

Pool Screen Doors

Please do not leave these propped open-this lets in the very small bugs that the enclosure is designed to keep out. It's something that you might regret doing- subject to season.

Smoking

Smoking is not permitted within the villa. This ensures that the villa is maintained to the highest standards for all our guests and avoids complications with the sophisticated smoke detection system. Should the management company find evidence of a breach of this condition it will be taken into account when assessing your security / breakage deposit. Your co-operation in this particular aspect is therefore requested and appreciated.

Pets

Whilst in most instances this will not apply, we regret that pets are not allowed. Should the management company find pets have been in the villa the additional costs of cleaning the villa will be deducted from the security deposit.

Tumble Dryer / Washing Machine

Please remember to remove the lint from tumble dryer filter after EVERY use. A build up of lint can present a fire hazard.

Please wash our white towels /linen separately and not with coloured items. The cost of replacing items discoloured in this way will be deducted from your security deposit.

Garbage Bins

It is requested that you do not put out garbage in plastic bags. If you do, the local wildlife will be attracted to its contents, penetrating the bags and spreading the garbage onto the streets. The plastic bags should be placed inside the bins provided and the lids securely fastened.

It is important that you place the bin out twice per week on **Mondays and Thursdays by 6am**. Most people choose to place them out the night before.

Please bring the bins into the garage as soon as possible and do not leave the bins out between collections.

Observe all Laws and Abide by all Rules

The Guest, his group and his visitors shall comply with and abide by all existing and reasonable future rules and regulations governing the use and occupancy of the villa and any common areas in connection with them. The Guest and his group hereby expressly acknowledge that failure to abide by any rules and regulations pertaining to the villa or its common areas or failure to observe any Federal, State, or Local Law or Ordinance may be grounds for immediate expedited eviction with no refund of rents.

Mickey & Minnie Mouse

Mickey and Minnie Mouse live in our villa. If your children enjoy them, please leave them for other little Mousekateers to enjoy.

Check In – Check Out

The rental period begins at 4.00pm on the day of arrival and concludes at 10.00am on the day of departure. If our villa is empty guests may arrange, as a specific agreement, through ourselves to arrive either earlier or depart later.

Prior to Departure please ensure that:

- All furniture is back in proper place
- The villa is neat and tidy.
- Leftover garbage should be bagged and placed in the garage.
- Any items removed from the villa have been returned to the proper place
- All keys should be returned to the key box If you cannot remember the number please contact the management office at 863 420 4072.
- Please place used white towels and used sheets and pillowcases in the laundry room. It would help the cleaning staff considerably if you would fill the washing machine with these items and start the machine.



IT IS STRONGLY RECOMMENDED THAT GUESTS TAKE OUT APPROPRIATE INSURANCE TO COVER CANCELLATION FEES AND ANY OTHER LOSSES WHICH MAY OCCUR.

I confirm that I have read this Rental Agreement and fully agree to the Terms and Conditions therein on behalf of myself and all members of my party.

I am over 21 years of age.

Signed..... Date.....

Address.....

***PLEASE REMEMBER TO SIGN AND RETURN THIS AGREEMENT WITH YOUR CHEQUE AND BOOKING FORM TO THE FOLLOWING ADDRESS:**

**128 Hillhead Road
Ballyclare
Co Antrim
N. Ireland
UK
BT39 9LN**

