

# Orlando Villa Management Property Booking Form

Property Reference

Please note that your booking is **not** confirmed until we have received the completed & signed booking form along with the non refundable deposit and you have received a written confirmation of your booking from us.

## Responsible Person & Contact Details

(must be over the age of 21)

Full Name	<input type="text"/>	Home Phone	<input type="text"/>
Postal Address	<input type="text"/>	Work Phone	<input type="text"/>
	<input type="text"/>	Mobile/Cell	<input type="text"/>
	<input type="text"/>	Email Address	<input type="text"/>
	<input type="text"/>		

## Booking Details

Arrival Date  Departure Date  Number of Nights

**Total** Rental Cost (as per quote) in US Dollars  Refundable Security Deposit (as per quote)

## Guest Details - include first and last names of all guests (complete age if under 21)

Name <input type="text"/>	Age <input type="text"/>	Name <input type="text"/>	Age <input type="text"/>
Name <input type="text"/>	Age <input type="text"/>	Name <input type="text"/>	Age <input type="text"/>
Name <input type="text"/>	Age <input type="text"/>	Name <input type="text"/>	Age <input type="text"/>
Name <input type="text"/>	Age <input type="text"/>	Name <input type="text"/>	Age <input type="text"/>
Name <input type="text"/>	Age <input type="text"/>	Name <input type="text"/>	Age <input type="text"/>

I am over 21 years of age, have read and understood the Terms and Conditions and agree on behalf of myself and the holiday party to be bound by them.

Signed By  Date

***Please ensure you read and understand the following terms and conditions pertinent to your accommodation rental. You are entering into a binding contract with the Owner of the vacation home you are intending to book. By signing the booking form you have legally accepted the Terms & Conditions of rental below. Upon the Agent issuing a booking form for the property to the Guest as Agent for the Property Owner, a legally binding contract shall exist between the Guest & the Property Owner subject to the following booking conditions.***

## **Terms and Conditions**

### **1. Contract**

A contract exists when the property owners/agents have received the deposit and signed booking form and confirmed your booking in writing/email. By submitting the form electronically with an e-signature or hard-copy with ink signature you are agreeing to the terms and conditions. This contract is between the property owners and the lead guest who must sign the booking form accepting these terms and conditions on behalf of all persons named on the booking form, including those substituted or added by agreed amendment of the booking.

### **2. Authorised Guests**

- (i) The lead guest must be a member of the party occupying the property and must be over 21 years of age.
- (ii) The lead guest, by signing the booking form, certifies that he or she is authorised to agree the booking terms and conditions on behalf of all persons included on the booking form, including those substituted or added by agreed amendment with the property owners at a later date.
- (iii) Only those persons listed on the booking form are authorised to use the property. Any changes to the persons booked to occupy the house must be notified to and confirmed by the owners before occupancy commences (This is to comply with State Law)
- (iv) The lead guest is required to disclose on the booking form the age of any guests 21 years or under.
- (v) Maximum number of guests is set by owners and state law. Please note that contravention of the maximum number of guests as stated by agent/owner will render your booking void, all monies paid will be forfeited and you will be asked to leave the villa immediately without further compensation.

### **3. Alterations to confirmed bookings**

- (i) All requests to alter a confirmed booking must be made by the lead guest in writing and must be confirmed by the owners in writing. Whilst the owners will try to accommodate any request to alter a confirmed booking (subject to availability) we make no guarantee that any alteration will be possible. If an alteration is not possible and the guest decides to cancel - the cancellation charges will apply.
- (ii) If any alterations/amendments are made to a confirmed booking, this may result in the price guarantee becoming void and the booking becoming subject to the prices in force at the time of the alteration.
- (iii) If an alteration made to a confirmed booking results in the number of nights/length of stay being reduced, no price reduction will be given from the original confirmed booking

### **4. Insurance**

We strongly advise that all guests have appropriate travel/holiday insurance in force from the time of booking, for the total duration of the trip. Please ensure the policy includes cancellation charge cover. UK and all other non US guests are also advised to have a policy that gives adequate medical cover for the US.

***Please be aware that if you choose not to insure your vacation, the lead guest will be personally responsible for payment of any cancellation charges that may become due.***

### **5. Payments**

- (i) Payment of the non refundable deposit is required at the time of booking.
- (ii) A security deposit of at least US\$300/GB£200 will be charged eight weeks prior to the start date of the rental, this will be held by the owners, management company or their agents against loss or damage occasioned by the use of the property by the parties to this agreement. The security deposit will be fully refunded by the owners, management company or their agents approximately 28 days after the completion of the holiday subject to a satisfactory damage/loss report being received from our Management Company and all Terms and Conditions being adhered to. The lead guest agrees to pay any additional charges for damage or loss not covered by the security deposit. The owners, management company or their agents reserve the right to recover such costs by any means available to them.
- (iii) Payment of the balance and security deposit is required eight weeks prior to your agreed arrival date. We reserve the right to treat the booking as cancelled if we do not receive the balance by the due date, cancellation charges will then apply

## **6. Cancellation**

(i) Any cancellation of a booking must be made in writing to the property owners by the lead guest and is subject to the following charges:

More than 8 weeks prior to your arrival date - full deposit.

Less than 8 weeks prior to your arrival date - 100% of the total rental cost.

(ii) In the unlikely event that the owners, due to circumstances beyond their control, have to cancel the booking, the agents will endeavour to locate a suitable alternative villa. Should the agents be unable to locate an alternative villa or if the alternative villa is not acceptable, the lead guest will receive a complete refund of all monies paid by them, to the owners. However the owners, Management Company or their agents will not be liable for any other loss, consequential or otherwise, incurred by the lead guest or any other member of the party.

## **7. Force Majeure**

The owners of the property, their management company or agents will not be liable for loss or delay occasioned by any of the following: Strikes, Riots, Political unrest, Hostilities, War or threat of war, Terrorist activity, Adverse weather conditions, Closure of airports or any other event beyond the owners control.

## **8. Check-in and Check-out times**

Arrival at the property must be after 4.00 p.m. local time. The property must be vacated by 10.00 a.m. on the day of departure. (Unless otherwise advised to you in writing)

## **9. Your Responsibilities**

(i) The Lead Guest is required to check the property and facilities thoroughly and report any damage or missing items within 24 hours of check in. Any loss or damage not reported within this time will be the responsibility of the Lead guest and charged for accordingly.

(ii) The party must treat the property; its furnishings, fixtures & fittings, utensils and other facilities with respect. Any loss, damage or problems relating to the property or its contents must be reported to the management company immediately. The management company will endeavour to replace or rectify any loss or damage to the property or its contents, or resolve any problems you may have as soon as practically possible.

(iii) The Lead Guest must make good or pay for any loss, damage or breakage. The owners reserve the right to withhold any monies from the security deposit to pay for any loss or damage caused to the property or its contents by any member of the party. The lead guest agrees to pay any additional charges for damage or loss not covered by the security deposit. The owners, management company or their agents reserve the right to recover such costs by any means available to them.

(iv) For the security of your party and the villa, do not allow any unidentified visitors to enter the villa. If in any doubt please call the management company to check the identity and authorisation of any maintenance/pest control staff.

(v) If the property is protected by a monitored security system, this not only acts as a burglar deterrent but is also a monitored fire alarm. Therefore it is required that the lead guest makes all members of their group aware that all doors and windows must be locked, including garage doors and the alarm activated whenever the villa is left unattended.

(vi) When checking out of the villa for the final time please ensure that; All doors and windows are locked, including garage doors and the alarm is activated(if applicable) and keys returned to lock box (if applicable).It is very important for the security of the villa that these instructions are followed even if the cleaners or anybody else is waiting to gain access to the villa. All authorised housekeeping and maintenance staff are in possession of appropriate codes for gaining access to the villa. Do not give keys or codes to anybody.

(vii) United States immigration requires that all UK citizens including children, travelling under the Visa Waiver scheme, hold a full 10 year passport with at least 90 days remaining after your trip. Non UK citizens and those UK citizens not eligible to travel under the Visa Waiver Scheme, are advised to contact the United States embassy to check visa requirements prior to booking.

## **10. Swimming Pool and Spa (if applicable)**

(i) Swimming pools, spas and the surrounding areas are potentially dangerous. Guests are specifically requested not to allow children to use the pool or spa, or pool/spa area unsupervised, not to swim or use the spa unaccompanied and not to swim or use the spa under the influence of alcohol, medication or other mind altering substances. The owners, management company or their agents do not accept liability for any accident, injury or death, howsoever caused, as a result of the use of the pool, spa and pool/spa area. Any Pool toys/inflatables will either be the Owner's personal property or may have been left by previous guests - in any case the safety of any such item(s) cannot be guaranteed and use of these items are at the sole risk/responsibility of the Guest. The use of footballs/basketballs/tennis balls etc is forbidden within and around the pool screen enclosure as the screening can easily be damaged replacement of which the guest would then be liable.

(ii) For your safety and comfort the pool and spa is inspected, cleaned and if necessary, chemically balanced every week. The pool staff do not need to gain access to the interior of the villa to carry out this maintenance. On rare occasions it may be necessary to apply extra chemicals to the pool/spa to maintain safe and correct chemical levels. Should this occur during your stay it may be necessary for all guests to refrain from using the pool/spa for a period specified by the pool cleaning company's agent - this is a normal part of pool maintenance

## **11. Cleaning & Trash**

(i) The property will be cleaned and checked prior to your arrival and after you have departed. Should you require mid stay cleaning this can be arranged and paid for locally with the management company. Although the property will be cleaned after your departure it must still be left in an orderly state and all kitchen utensils should be washed. Should the property require extensive cleaning then the owners, management company or their agents reserve the right to withhold any monies from the security deposit to pay for the extra cleaning.

(ii) Trash collections are twice per week, the actual days are listed in the owners manual in the property. The trash must be placed in trash bags and securely tied before being placed in the bins. The bins must be placed at the end of the property's drive, close to the road on the evening before collection - the bins must be returned to the garage by the evening of collection day. The county can and do impose HEAVY fines for loose trash and bins not returned to the garage. If any member of your party violates the county trash laws the lead guest will be liable for any fines incurred

## **12. Climate**

Florida is a tropical climate and as such is the home of many insects etc. The home is treated on a regular basis to repel such unwanted visitors, but inevitably they will occasionally find their way inside the property. They are best eradicated by spraying with an appropriate product. The problem with these unwanted guests is greatly reduced if food and crumbs are not left on worktops, tables, floors, or in the pool area - it is advisable to clean up spills immediately.

## **13. Pool Heat**

(i) Pool heat is charged as an optional extra. The pool heater thermostat is set to heat the water in the pool to approximately 86 degrees, however where a pool blanket is supplied it must be used at all times when the pool is not in use. Like you we have no control over the weather! We are unable to guarantee the water temperature with pool heating as this will depend on the prevailing weather conditions.

(ii) The pool heater is a mechanical device, and can be subject to occasional failure. If such a breakdown was to happen, every effort will be made to repair the heater as quickly as possible. We will only refund the amount that the guest has paid for the pool/spa heat for the days that the heater is not functioning.

## **14. Construction**

The Lead Guest is hereby made aware that there may be other homes under construction and should establish the status of the development prior to booking. The owners, management company or their agents will not accept liability for complaints arising from construction.

## **15. Noise/Disturbance**

The property owners, their Management Company or agents will not be liable for any loss caused by noise or disturbance within the vicinity of the property.

## **16. Mechanical/Electrical breakdown and loss of Mains services**

(i) There are numerous mechanical/electrical appliances at the property, whilst we endeavour to ensure that all such items are working and available for guests to use, the owners, their management company or their agents are not liable for any loss, consequential or otherwise, from failure of any mechanical/electrical appliances. Furthermore the owners cannot guarantee that all the facilities described on any advertisements will be available.

(ii) No Liability is accepted by the owners, their management company or agents for loss of mains services due to circumstances beyond their control.

## **17. Computer**

Where a computer/laptop and/or broadband internet connection is provided for guests use the owners will use their best endeavours to ensure that the service is available for use, but cannot be held responsible for any failures or non-availability of communication lines, hardware or software. Submission of the booking form is a contract between your party and us and within the terms of this contract you agree not to download or save any pornographic, offensive, obscene or illegal material. All computers are thoroughly checked and cleared down after every guest leaves.

## **18. Telephone Calls**

Where the owner offers FREE local, long distance and international phone calls to the guests, this is offered in good faith for contacting relatives and loved ones back home, please do not abuse this. NB: If you call DIRECTORY ASSISTANCE specifically request NOT TO BE CONNECTED before asking for the number as these calls are VERY EXPENSIVE and CHARGEABLE TO THE GUEST. All additional costs through Directory Assistance will be deducted from the security deposit.

## **19. Barbecue**

Where a barbecue has been provided please be careful when using the equipment and follow the instructions for use. Please clean up any spills straight away. The barbecue and surrounding area must be left in a clean and satisfactory condition. If the management company deems the grill and area left dirty an extra cleaning charge will be made and deducted from your security deposit, minimum £25/\$40. Gas and Charcoal barbecues must only be used outside of the pool screen.

## **20. Communal Facilities**

The owner and management company cannot be held responsible for any non-availability of the communal facilities

## **22. Smoking and Pets**

(i) Strict NO SMOKING policy inside & outside the house. Guests are welcome to smoke in the garden, provided that ashtrays are used and stubs/butts are carefully disposed of. If the management company find any evidence of smoking inside the house or around the pool deck during your stay, this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets etc as well as a "clean air" fee, to replace all air conditioning filters and de-odorising costs

(ii) Strict NO PETS policy. If the management company find any evidence of pets during your stay this will be regarded as a serious breach of contract and you will be evicted immediately. All monies paid will be forfeited and you will be liable for a deep clean fee and pest control charges - this will include but is not limited to, professional cleaning of all soft furnishings, linens, carpets and de-odorising costs

## **23. Vehicles and Parking**

In accordance with the Homeowners Association rules all vehicles shall be parked on paved driveways and garages. Short-term visitor parking is limited to reasonable hours with no overnight parking allowed. No inoperative vehicles shall be allowed to remain on the property in excess of 48 hours. No trailers, boats, campers, trucks, mobile homes, motorised recreational vehicles may be parked at the property. The connection of the villa's utility supplies to any external vehicle/appliance is strictly prohibited.

## **24. Access**

Whilst guests privacy is always respected, the owner, management company or their agents reserve the right to gain access to the property at any time.

## **25. Complaints**

We sincerely hope you do not have any... But in the unlikely event that you experience a problem relating to the property, this must be reported to the Management Company immediately to allow them to try and rectify the problem. If a satisfactory solution is not achieved within 24 hours, we ask that you put the complaint in writing to the Management Company and also contact the booking agent, preferably by email, with a copy of the complaint within 48 hours of the complaint arising so that we have the opportunity to respond as soon as possible. Unless there are exceptional circumstances, we will not consider the owner, management company or their agents liable for any complaint that was not initially registered with our management company during your stay. The booking agent will be responsible for providing the owner and the guest with contact details should the need arise.

## **26. Liability**

The owners, management company or their agents do not accept any liability for accident, loss, injury or death, or for any such claim by a third party caused as a consequence of actions by any authorised guest or other unauthorised person(s) present at the property. Guests are specifically requested to supervise children at all times.

Aircraft captains are legally entitled to deny boarding to any passengers who present themselves at the aircraft in an unacceptable state due to influence of drink or drugs. Any passenger so doing will be deemed as having given notice of his/her cancellation of the booking at that time and the aforementioned cancellation charges will apply.

## **27. Breach of Contract**

Failure to comply with any of the terms and conditions by any member of the party may result in your booking being cancelled/terminated. In such circumstance all monies paid will be forfeited and the owners, their management company or agents accept no liability for any consequential loss incurred by any guest.