

# RENTAL CONTRACT

## Villa Patronus At Windsor Hills

7745 Basnett Circle – Kissimmee, FL 34747

By clicking on “I agree to the terms and conditions of this rental including the rental contract” and by making a deposit payment or full payment, you are agreeing to this legally binding contract with the owners of this property. In lieu of a physical signature, a record of the date, time and computer IP address will be recorded and will serve as your legally binding digital signature. **YOU MUST BE AT LEAST 21 YEARS OLD TO ENTER INTO THIS CONTRACT.**

### GENERAL TERMS AND CONDITIONS:

#### Payments\*:

- If your check-in date is greater than 30 days in the future, a refundable deposit of \$350 is required to secure your reservation and will be refunded in full if you cancel your reservation before 30 days of your check-in date. The balance due on your reservation is due 30 days before your check-in date and will be non-refundable.
- If your check-in date is within 30 days, the entire amount of your reservation is due to secure your reservation. No monies paid for your reservation after the 30 days before check-in are refundable EXCEPT for the \$500 damage deposit, which will be returned to you within 10 days of your checkout date assuming no violation of this agreement and no damage to the home. See below.

- All payments are to be made by credit card.

Note: The owner advises that you take out travel insurance that covers you and your family in the event of accidents or cancellations.

*\* The above does not apply if you are booking your reservation through **Airbnb**. Contact Airbnb for their deposit and payment policies.*

**Cancellations\*:** As stated above, your reservation deposit will be 100% refundable if you cancel your reservation before 30 days of your check-in date. On the 30<sup>th</sup> day before your check-in date, your payments will be 50% refundable up to 14 days before your check-in date and non-refundable after that (*unless there is a travel ban put in place which precludes you from traveling here in which case your entire payments will be refunded*). Your \$500 property damage deposit will always be 100% refundable if your reservation is canceled.

*\* The above does not apply if you are booking your reservation through **Airbnb**. Contact Airbnb for their cancellation policy.*

**Damage Deposit:** You are required to pay a \$500 damage deposit (Airbnb will put a hold on \$500) at the time you pay the balance due on your reservation. This is a different deposit and separate from the \$350 reservation deposit described above. The damage deposit is fully refundable if checkout procedures are followed and no damages occur to the home during your stay and will be refunded to you within 10 days of your checkout date. If additional cleaning after checkout is required due to not following the checkout procedure displayed in the home and below and/or if damages do occur, these costs will be deducted from the \$500 damage deposit with the balance of the deposit returned to you if the costs are less than the \$500. If the costs are more than the \$500, your credit card will be charged for the costs over the \$500 damage deposit. Any items removed from the home without permission will also be regarded as damage to the home.

For your protection we recommend that you thoroughly inspect the home for damage when you first arrive. If anything appears to be broken, damaged, or missing, please contact the property management company, Palm State Property Management, to inform them. In doing so, you will avoid being assumed responsible for something that may have already existed when you arrived.

Should damage occur during your stay, please inform the property management company of this damage the day it happens.

**House Rules:** Each guest is to be orderly and **avoid any behavior that may cause damage to the home**. A VIOLATION OF THIS POLICY WILL RESULT IN A LOSS OF YOUR PROPERTY DAMAGE DEPOSIT AND POSSIBLE EVICTION FROM THE HOME.

**Occupancy:** This home is licensed to accommodate a maximum of **14 persons**. Any violation of this maximum will be a violation of local fire and insurance codes and this agreement. **A violation by you will result in your immediate removal from the home with no payment due you for the balance of the reservation.**

**Check-In/Checkout Times:** Check-in time is **4:00 PM** and checkout time is **10:00 AM**. Early check-in or late checkout may be possible if it is not a back-to-back reservation day. This requires prior approval. **Unapproved late check-outs will incur a late checkout fee of \$50/half hour.**

No credit will be given in case of early departure, and there will be no sub-letting or assignment by you without prior written consent.

**Starter Supplies:** As is typical with other vacation homes, **there will only be starter amounts of each of the following at check-in:**

Toilet Paper

Paper Towels

Trash Bags

Washing Machine Detergent Pods

Dishwasher Detergent Pods

Dishwashing Liquid (for hand washing dishes)

**Please plan your grocery shopping accordingly.**

**Utilities:** All utilities, electricity, water, waste disposal, telephone, internet, cable, management fees, maintenance contracts, community charges, HOA fees, etc. are included in the rental fees, and you shall not be required to pay additional monies on account.

**Inspection:** The owner and property manager have the authority to inspect the property during your stay.

**Heating/Cooling:** The thermostats in the home are programmed so that you will be able to adjust the temperature in the home to down to 72 degrees and up to 80 degrees F. Any attempts to adjust the temperature outside this temperature range will be futile and may cause damage to the thermostats. **You will be charged for repair and/or replacement of any thermostat damaged by you.**

**Electronic Equipment:** DO NOT UNPLUG OR MOVE ANY ELECTRONIC EQUIPMENT IN THE HOME AS IT CAN CAUSE PERMANENT DAMAGE TO THE EQUIPMENT. THIS APPLIES TO ALL TELEVISIONS, VIDEO GAMES AND ALL OTHER ELECTRONICS IN THE HOME.

**Pets:** This is a pet free home, no exceptions. A VIOLATION OF THIS POLICY WILL RESULT IN THE LOSS OF YOUR DAMAGE DEPOSIT AND EVICTION FROM THE HOME.

**Smoking:** This is a NON-SMOKING PROPERTY. **Smoking is NOT allowed inside the home or inside the screened pool area.** If you choose to smoke outside the home and outside the pool area, please be respectful and use a suitable method of waste disposal. A VIOLATION OF THIS POLICY WILL RESULT IN A LOSS OF YOUR PROPERTY DAMAGE DEPOSIT AND EVICTION FROM THE HOME.

**Pool And Spa:** Because there are no lifeguards or other attendants, you are solely responsible for the safety of yourselves, family members and guests using the pool and spa, and, in so using or permitting to be used, you specifically waive any and all liability claims. You shall not permit any juvenile member of your family or guest to play in or around the pool without providing an attendant who is able to swim and can protect such juvenile in case of difficulty in the water.

**Important Notes:**

- 1) The pool and spa are serviced once/week, and the day and time will vary from week to week due to a number of variables including the weather. Therefore, we are not able to advise a specific day and time each week when the service will occur. Most services will include adding chemicals to the pool and spa. When the weekly service is being performed, you will be required to exit the pool and spa and remain out of the pool until the service has been completed and remain out for approximately 1-2 hours if chemicals have been added. If you refuse to exit the pool when the service is to begin and the service person is not able to perform the service, YOU will be charged a \$95 service charge.
- 2) You are NOT to tamper with the settings of the pool heater. If you want pool/spa heat added to your reservation after you have checked in, contact the property manager. If pool/spa heat has been added to your reservation, and, if you feel it is not operating correctly, again contact the property manager. Do NOT attempt to change the settings yourself. You will be responsible for any damages to the pool heater from you tampering with it.
- 3) You are NOT to add any pool stabilizers or any other chemicals to the pool and spa that affect the pool and spa's chemistry. This is strictly forbidden as it can cause thousands of dollars of damage to the pool equipment, and YOU will be responsible for the costs. The pool is maintained properly by management. Guests may only use the provided net for removing any debris.

**Pool Deck:** You hereby acknowledge that the property you have reserved includes a swimming pool, spa and deck area. You are fully aware that the pool deck area can be dangerous and slippery when wet, and that injury is likely to occur to anyone who is not careful. With full knowledge of the above facts and warnings, you accept and assume all risks involved in or

related to the pool, spa and deck areas.

Also, for your safety, no glassware is permitted in the pool area.

**BBQ Gas Grill:** If you rent a BBQ gas grill, LAW PROHIBITS USE OF THE GRILL INSIDE THE SCREENED POOL ENCLOSURE. DO NOT BRING THE GRILL INSIDE THE SCREENED POOL AREA. A VIOLATION OF THIS POLICY WILL RESULT IN A LOSS OF YOUR PROPERTY DAMAGE DEPOSIT.

**Conduct:** You are expected to conduct yourself as a guest with reasonable decorum. Violent and rough activities are not permitted.

**Parking:** Four cars can be parked in the driveway in front of the house. No parking is allowed in the street. No large trucks, motorcycles, boat trailers, or recreational vehicles are permitted on the premises. There is a parking area on property for these larger vehicles. You must register these vehicles in the Windsor Hills office to use this parking area.

**Trash/Garbage:** You are responsible for putting trash/garbage in the trash bin outside the front door during your stay. On departure, all trash/garbage must be bagged and left in the trash bin by the front door. DO NOT LEAVE filled garbage bags in the house.

**Checkout Cleaning:** There is a standard move-out cleaning fee added to or included in your rental cost. If the property is left in a condition that requires more than standard move-out cleaning, an extra fee will be incurred. Follow the Checkout Procedure below to avoid being charged for extra checkout cleaning.

**Checkout Procedure:**

1) Please check out no later than **10:00 AM. Unapproved late check-outs will incur a late checkout fee of \$50/half hour.**

2) Please if you can set the first load of white towels going in the washer. This is appreciated by our housekeepers. Otherwise, please leave used towels on the floor of the respective bathrooms.

3) Please leave all used beds turned down. Please do not strip beds.

4) Please load all dirty dishes into the dishwasher and turn it on.

5) Please bag all trash/garbage, and, if it does not fit in the container outside the front door with the lid closed, take trash to one of the four community compactors. Bags left outside the container will be attacked by critters, and you may be charged for trash disposal & cleanup.

6) Please return all television remote controls, game controllers, other device remotes and ceiling fan remotes to where they were when you arrived.

7) Please turn off all lights except the main front entry light. Close all blinds and close & lock all windows and exterior doors.

**Personal Belongings:** You shall be solely responsible for any thefts, acts of vandalism, or other damage or loss of personal property which may occur during the course of this agreement, whether said damage or loss is your property or any other person's invited in by you, unless such damage is specifically caused by the negligence or incompetence of the owner or the owner's agent.

**Liabilities and Responsibilities:** The owner and owner's agent commit to keeping the property in its normal, safe, usable and habitable condition. In the event that the property is rendered unsafe, not usable or habitable by the local authorities and has not been caused by your actions, you will immediately be relieved of your obligations under this agreement. Any unused portion of your rent and deposit will be refunded to you.

In the event of equipment failure, please notify the owner or property manager for repairs or renewals. You, however, expressly waive and relinquish any rights or claims against the owner or manager for any damage that may result to you from lack of maintenance, repair, or defect, including owner's or manager's ordinary negligence. All of your personal property kept on the premises is at your risk. There will be no refund, or part of the rental amount, for any failure of any of the equipment to work. The only exception is the pool heat, which would be refunded on a pro rata base. No refund can be made for inclement weather or for days when the pool is not used by you. You should NOT attempt to adjust the pool heating yourself as it is very easy to break and very expensive to fix. You will be liable for all costs for damages caused by you.

The owners and the owner's agents do not accept liability for personal injury, accidents, loss, or damage to persons or personal effects howsoever caused.

In the event that the owner removes the property from the management program, or due to other circumstances resulting in the house being unavailable, then every effort will be made to find a similar property for you. Owner or agent should not be liable to you should similar units not become available. In that case, all monies paid by you shall be refunded.

You and all members of your party agree to pay all costs including reasonable attorney's fees incurred by the owner in enforcing, by legal proceedings or otherwise, the terms of this contract agreement.

You and each member of your party hereby knowingly, voluntarily, and intentionally waive any right each party may have to a trial by jury with respect to any litigation arising out of, under, or in connection with this contract agreement.

**Joint and Several Liability:** All guests and owners shall be jointly and severally liable for all terms and conditions set forth in this contract agreement.

**PLEASE NOTE: While we endeavor to give a high level of service to our guests, any issues or problems regarding your vacation stay must be dealt with prior to departure. Under no circumstances will these be addressed after your vacation stay.**

Should you have any questions regarding the property management of this property, contact -

**Palm State Property Management**

1101 Miranda Lane Suite 131

Kissimmee, FL 34741

Bob & Chelsey Tuffin (owners)

Phone: 407-807-0807 (9 AM – 5 PM)

Email: [info@palmstateproperty.com](mailto:info@palmstateproperty.com)

Website: [www.palmstateproperty.com](http://www.palmstateproperty.com)