

WaterSong-Orlando.com

Rental Agreement & Terms and Conditions

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

Occupancy

Guest agrees that no more than 12 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

Condition and Use Of Property

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times.

Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbours, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

Default

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

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E-mail WatersongOrlando@icloud.com / Telephone 01924 273730

Assignment or Sublease

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

Risk of Loss and Indemnification

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

Release

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

Entry and Inspection

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorised persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

Unavailability Of Property

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

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Additional Terms to the Rental Agreement

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

- No parties of guests who are all under the age of 25 can be accepted.
- No pets accepted.
- For the comfort of guests our home is a non-smoking home. However, smoking is permitted on the patio area.
- To ensure comfort, security and peace of mind, the property is registered with the State Authorities and is in full compliance with all relevant legislation.
- The villa is available for occupation from 16.00 hours, local time. Early occupation could result in you being held responsible for any damages caused by the previous guests.
- Departure time is 10.00am unless otherwise agreed with the management company or the home owners.
- All local, national and Canadian telephone calls are included. All non inclusive calls, to other countries and premium rate numbers etc., will be charged as taken. Please use a credit card or pre-paid telephone card for non inclusive calls (available in most large retail outlets).
- All bed linen and towels are provided for your needs.
- Pool Heating is NOT included in the rental fee but is available for an additional charge of £30.00 per day.
- Pool Heating (if purchased) – in the unlikely event of pool heater breakdown, compensation shall be limited to a refund of the daily pool heating rate for each day lost due to the breakdown (to a maximum of the total number of days, at the daily heating rate, for which the pool heating was purchased). If you have pre-purchased heating and find your pool is not heated on arrival, or stops heating during your stay, please contact our management company immediately so the date can be noted. Should a problem be identified with the pool heater, you will be refunded from the day you report the problem with no further compensation. If you fail to report the pool heater does not work, no refund can be given. No further compensation will be given for lack of pool heat.
- Spa and Pool heat can also be affected by the external temperature, especially in the cooler months. Should the pool heater be found to be functioning correctly but the ambient temperature changes sufficiently to affect the temperature of the pool, neither refund nor compensation will be given. You are to report immediately if your pool is not heated.
- Spa and pool call outs are only during working hours. Should guests require attention that is non-emergency related (i.e pool not heating) there will be a call out charge of up to \$100.00, more at weekends/ bank holidays.
- All spas and pools are under the care of contractors, they are serviced and chemically balanced weekly. It is possible in between services the pool may lose minimal water or chemicals or show signs of dirt (especially in stormy weather). We invite you to use the nets or brushes provided in

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between services to keep pools in good condition. Any major concerns are to be reported to the management company.

- Spa and pool heaters are made up of electrical and mechanical components, which can malfunction. Homes of America, and vendors, will not be held responsible for the failure of the same. However, we will do everything within our power to remedy the difficulty as soon as possible.
- Spa and Pools are scheduled to be turned on the morning of your arrival date. Please note they take up to 24hours to heat.

Security/Breakages Bond

- A refundable security deposit of £250/\$400 must be paid with the final balance.
- This security deposit of £250/\$400 will be repaid to your party leader within 30 days of your departure, providing the local management company have reported no breakages/losses and the keys have been returned. We check the inventory prior to your arrival and after your departure and will advise of any faults. These may include but are not limited to; breakage, damage, additional cleaning costs for spills, stains etc.
- We retain the right to retain the security deposit (either in part or full) to cover breakages, damage, losses, non-return of the key, international telephone calls and pay per view television programming. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is required.
- 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 a charge of £150/\$300 from your security deposit.
- You will be provided with one key for the villa. In the situation that you lock yourself out, you are to phone our management company immediately and they will allow you re-entry into the house. Unfortunately you will incur a small charge for their service depending on the call out time (\$25 in office hours, \$100 out of office hours).
- The client is held responsible for any damage or breakages that may be caused to the property, its contents and also for any items on the inventory during your stay. All damage and faults caused or found at the home must be reported to our management company at the earliest opportunity.
- We reserve the right to pursue a quest for recompense for any and all damages/losses caused which may exceed the value of the security deposit within 14 days of being served notice of this.
- Florida has a sub-tropical climate and care must be taken with food that is left uncovered. Spoiling and waste food left uncovered can attract insects very quickly. Any added costs for pest control services incurred from lack of care may be passed to you.

Safety and Security

- In accordance with State Fire Regulations the maximum occupancy of the property is 12 persons.
- Only those persons identified on the Booking Form may occupy the property.

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- Additional guest must be requested and approved.
- Unauthorised occupation may result in immediate termination of the rental agreement, without refund or compensation.
- There are fire alarms situated around the entire villa. Any tampering of these alarms will result in a deduction of \$50 from your security bond.
- Children must be supervised at ALL TIMES whilst in the pool area.
- Glass is NOT permitted in the pool area. Plastic glasses are provided for outdoor use.
- Broken glass in the pool may require the pool to be drained, cleaned and refilled. This costs a considerable sum, for which you would be responsible.
- Villa Alarm - Guests must use the alarm at all times when the villa is vacated. If the property is burgled and it is found that the alarm has not been set, you could invalidate your travel insurance, plus our home insurance, and lose your security deposit to cover our insurance losses.

Liability

- The owners and their agents do not accept liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of use of the pool and villa.
- It is your responsibility to ensure that children are always properly supervised in and around the pool and inside the villa.

Force Majeure

- The owners or their agents cannot accept responsibility, be responsible or be liable in respect of damage or changes caused by Force Majeure, e.g. strikes, floods, closure of airports, weather conditions or other events beyond our control.

Complaints or Dissatisfaction

- In the unlikely event of a complaint during your stay please contact the Management Company immediately.
- If the matter cannot be resolved, you should contact the owner, in writing, within 14 days of the end of the rental period.
- If the problem has not been reported, as requested to the Management Company the owner cannot accept any responsibility.

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Disclaimer

- LIABILITY – The property is privately owned and neither the owners nor the management personnel accept any responsibility whatsoever for personal injury, death, accidents or loss or damage to personal effects, however caused.
- The owners and their agents reserve the right of entry at any time (includes such workers as pool maintenance, pest control, gardeners etc.).
- Whilst all information supplied on the website is deemed to be correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form any part of the contract.

Cancellation

- In the event of your party needing to cancel, the following conditions will apply;

Cancellation Notice	Cancellation Cost
10 weeks plus prior to arrival date	Loss of deposit
5 - 10 weeks prior to arrival date	50% of the total charge
less than 5 weeks prior to arrival date	100% of the total charge

- Reservation deposit is non refundable upon cancellation.
- Please ensure you have Travel Insurance to cover your losses if cancellation is due to an insured event beyond your control resulting in a financial loss.

Law

- This contract is subject to and shall be constructed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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General Provisions

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the United Kingdom. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

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