



Captain's Retreat Rental Terms & Conditions

Deposit

A non-refundable deposit of \$150.00 per week or part week thereof is payable upon booking. This confirms dates and prices quoted.

Balance

Final balance is due 45 days prior to rental period. This is non-refundable if within 45 days prior to rental period. A refundable security bond of \$250.00 is also payable 45 days prior to rental period. If no loss/damage occurs, security bond will be refunded in full within 30 days of rental period end. We reserve the right to treat the booking as cancelled if we do not receive the balance of payment by the due date.

Cancellation

Cancellation of the booking must be in writing and is subject to the following cancellation charges:

- 45 days or more prior to rental period - loss of deposit only.
- Less than 45 days prior to rental period - loss of total rental charge.

Amendments to the booking form i.e. change of rental period, name additions/changes will be considered, however an administration fee of \$25 may be applied.

Security Bond

A bond of \$250.00 is to be paid against, loss, breakages, late check-outs, extensive cleaning, trash removal or damage occasioned by the use of the property, or caused to the property by the parties to this agreement. The security bond is not limited to \$250.00. Parties will be wholly liable for the total cost of the loss should costs be greater. All monies owed must be paid within 30 days.

Age Limit

You must be 25 years or older to rent our vacation home or agree and sign any terms and conditions for rental. We will not rent to vacationing students or singles under 25 years of age.

Responsibility

It is the responsibility of the applicant/party leader to ensure all guests treat the vacation home, its furniture, fittings, display items, equipment, utensils and other facilities with respect. Furniture, display items, linens and towels are not permitted to be removed from rental property. Any loss or damage must be reported to our management company immediately. The applicant/party leader will be charged for any loss, damage or breakage caused during the rental period. The owners reserve the right to withhold any monies from the security bond to pay for any loss or damage caused to the property or its contents by any member of the party. The applicant/party leader must sign the booking form accepting the conditions on behalf of all persons named on the booking form, including any names substituted or added by agreed amendment. A contract exists when you have paid a deposit and we have accepted and confirmed your booking. The applicant/party leader accepts these conditions on behalf all members of the party.

Persons Allowed to Use Property

Only guests named on the booking form are authorised to use and reside at the property. Failure to adhere to this will contravene the terms and conditions of this rental contract and persons may be evicted from the property without recompense or refund.

Vacation Home Maximum Occupancy

Our vacation home has a strict maximum occupancy level of 6. Our management company receive a copy of the booking form and reserve the right to check capacity at any time. Guests must not exceed the maximum occupancy of 6 and understand any violation of the limit will be cause for immediate eviction from the property without refund or recompense. Occupancy is defined as any overnight guest in, on, or at the vacation home premises.

Subletting

All guests agree not to sublet or share the property except with persons named on the booking form. Failure to adhere to this will contravene the terms and conditions of this rental contract and persons may be evicted from the property without recompense or refund.

Use of Property

Use of the vacation home and amenities is entirely at the user's risk, and no responsibility can be accepted by the owners of the property or the management company for injury, loss, or damage to the user, visitors or their belongings, however caused. Baggage and personal belongings are at guests' risk at all times, and no responsibility can be accepted for loss or damage to any vehicle or its contents. All users of the vacation home must adhere to all the Florida & Federal Laws when in and around the vacation home, any breach of these laws will result in the guests contravening the terms of this rental contract and may result in eviction from the vacation home without recompense or refund.

Insurance

Guests are advised to take out adequate insurance to cover cancellation, travel/flight disruption, accident, sickness, damage or any other event beyond the owner's control. Alternative accommodation will not be provided.

Check-In/Out

On arrival, check-in time at the vacation home is after 4pm local time. The property must be vacated by 10am on the day of departure. Late check-outs may be charged a full day's rental. Early/late check-ins/outs may be accommodated by prior arrangement.

Child Supervision

Guests must ensure children are supervised at all times. We advise children less than 6 years of age are not allowed to occupy the top bunk in our Stars and Stripes bedroom. It is our policy all children under the age of 18 years must not be left, un-supervised, in the rental property at any time during the rental period.

Guest Information Folder

A Guest Information Folder is located in our home. Please take time to read the folder. The owners and management company ask you adhere to the rules and regulations set out within the information folder. Not adhering to the rules and regulations set out in this folder will contravene the terms and conditions of this rental contract. Any contravention of these terms and conditions and/or the rules and regulations as set out in the Guest Information Folder may result in the cancellation of the vacation home rental without recompense or refund. The owners and management company provide information and advice in the Guest Information Folder to the guests in an advisory capacity only, with no guarantee or promise of security, even where the guests make use of any advice given. In the event that property of the guests is lost or stolen, the guest should advise the appropriate authority first, then the management company.

Problems

Any complaints related to the accommodation must be called in or made in writing to our management company within 24 hours of any problem arising, our management company will endeavour to correct things as soon as is practicable/possible.

Emergencies

Our management company agree to provide a prompt response to remedy problems that, at the sole discretion of the management company, constitute an emergency which may affect the safety of the guests. Any problems arising during the rental period at the vacation home that do not constitute an emergency will be remedied during or after the rental period, based on the severity of the problem. Our vacation home is excellently maintained; however, in the unfortunate event of problems/failure our management company will make all reasonable efforts to repair/replace defective items within 24 hours. Sometimes delays are inevitable, no refunds are granted for malfunctioning mechanical or electrical equipment, including, but not limited to: inoperable appliances, air-conditioning unit or hot tub. No refunds will be given for unfavourable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment or internet access.

Disturbances

The owner or management company will not be liable for any loss or delay caused by conditions over which they have no control. The owner or management company will not be liable for any loss due to noise or disturbance from anywhere within the vicinity of the rental property. Should guests have a complaint regarding noise emanating from adjacent properties, the local Sheriff's Department should be informed immediately, guests should register a complaint and follow instructions given to them by law enforcement agencies. Should you, the guests, or any member of the party be the cause of noise or disturbances to others whilst using the rental property, this will contravene the terms and conditions of this rental contract and the guests will be evicted from the property without recompense or refund. All guests must observe the Quiet Time when using the vacation home; this is between 9pm to 8am unless otherwise indicated.

Vehicles

Terra Verde does not allow RVs, trailers, large vans, boats etc to be left overnight in the resort or community without prior permission.

Home Security

Guests are responsible for ensuring the vacation home is secured at all times. When leaving the vacation home guests must ensure all doors and windows are locked. Should items belonging to the vacation home be stolen as a result of the guests failing to secure the vacation home adequately, the guests will be liable for the replacement cost in full for any items taken from the home. Guests are required to leave the key in the lock box at all times and not remove it from the property. A fixed charge of \$50 will be levied if a key is lost and a replacement needed.

Cleaning

The rate paid does not include cleaning of the property after you have departed. A fee of \$75.00 will be charged 45 days prior to your arrival and is to be paid along with the remaining balance. In the event you require cleaning any time during your stay, a request must be made and an additional fee paid. Although the property will be cleaned after your departure it must still be left in an orderly state, linens/towels should be placed in the laundry room, and all trash disposed of correctly, not left inside the property. Should the property require above the normal amount of cleaning, or there is trash left in or outside the vacation home, the owners reserve the right to withhold monies from the security bond to pay the extra costs involved. Our management company will be sole arbitrators on all causes of damage, breakages, or loss, and what is deemed to be above the normal amount of cleaning or excess trash disposal, or any other extra work involved in bringing the vacation home back to our high standard.

Pets

Sorry, no pets are allowed. Should guests be found with pets at, or in the vacation home, this will result in immediate eviction from the property without recompense or refund, in addition extra charges against the security bond may apply for additional cleaning or damage.

Smoking

Smoking of any kind is not permitted inside the vacation home. Guests found to be smoking will incur a minimum charge of \$100.00. In addition there will be extra charges to the security bond should cigarette butts have to be moved or cleaned up from anywhere on the property i.e. courtyard, sidewalk, and garden.

Insects/Bugs

Florida is a tropical climate. Our home is treated internally and externally on a regular basis to repel unwanted insects and bugs. Guests should inform our management company immediately should an insect/bug issue occur. The owners or Management Company will not be liable due to any insect/bug related problems.

Hot Tub

The owners or management company do not accept any liability for injury howsoever caused as a result of the use of the hot tub. Guests are specifically requested not to allow unsupervised children to use the hot tub. Please also note that tiled areas may be slippery when wet.

Force Majeure

The owners of the property 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, volcanic ash, closure of airports, cancelled flights or transportation, or any other event beyond the owner's control.

Compliance

Failure to comply with any of the terms herein will, at the sole discretion of the owners, result in the eviction of the guests from the vacation home without recompense or refund.

Contract Jurisdiction

This contract is subject to and shall be construed in accordance with the laws of Florida and the parties hereby submit to the exclusive jurisdiction of the United States Courts System.

Arrival Date: _____

Number of Nights: _____

Departure Date: _____

Applicant/Party Leader Name: _____

Applicant/Party Leader Signature: _____

Date: _____

**Please save a copy, scan, and email the whole completed form to:
dianaandrosanna@terraverdetownhome.com**