

# **RENTAL AGREEMENT**

Maneshaw Lane, Kissimmee, FL 34747 Check-in Time: 4:00 PM

Check-out Time: 10:00 AM

#### **General Terms:**

The Guest, by booking through the windsorhillstownhomes.com website, confirms the acceptance of the terms and conditions set forth below and shall be binding on all the persons intending to occupy the property whether or not said persons have signed the booking form. It is understood that all persons have read and understood the terms and conditions as set forth below.

# **Booking, Payment & Cancellation:**

A 20% deposit is required at time of booking/reservation, which will be applied toward the rental fee. No reservation is confirmed until the booking deposit is paid and a paid receipt is issued. All reservations must be paid-in-full eight (8) weeks prior to the date of arrival, or they are subject to cancellation without notice. Reservations for arrival within eight (8) weeks must be paid-in-full at time of booking. The owner reserves the right to refuse acceptance of any booking, at any time, for any reason, at his discretion. Guest cancellations must be confirmed to the owner via email, and cancellations less than 2 weeks before arrival date will be entitled to a 50% refund of total funds paid, unless the owner can secure another renter.

# **Security Deposit:**

A credit card number must be given for all reservations to act as a security deposit. The credit card will be charged the 20% non-refundable deposit, the 80% balance of the rental, and any loss or damage to the rental property in excess of normal wear and tear during the rental period. The property should be left clean and undamaged. If the property is not left in a suitable condition, it may be necessary to charge the Guest for costs to cover any extra cleaning and/or damage repair. Guests will be notified within 7 days of any charges that will be made to the card.

# Rental Period and Occupancy:

The rental period is from 4:00 PM local time on the day of arrival until 10:00 AM local time on the day of departure. Unauthorized early arrivals or late departures will result in additional daily charges. Per Florida State Law, the Townhome may be occupied by a maximum of 8 persons. The Townhome is booked solely for persons named on the rental agreement and the owner reserves the right to refuse entrance to any parties not so named. The Guest is solely responsible for the actions and safety of any other person(s) on the property during the period of the Guest rental. It may be necessary, on occasion, for staff members or agents of the owner, or authorized repair personnel, to enter the premises in order to perform inspection, maintenance or repairs. The Owner will attempt to notify Guest in advance of any such activities to the best of his/her abilities.

### **Liability Limitations:**

The Owner of the Property accepts no responsibility whatsoever for any harm or injury including but not limited to, wrongful death or personal injury, to the Guests or others, resulting from negligence, gross recklessness, or other causes, or for property damage, or damage to personal property and/or personal belongings, including loss of personal property of the Guests or others however caused. The use of all accommodations and all amenities, including the swimming pool, and all other facilities is entirely at the Guests/users own risk. Children must be supervised at all times by responsible adults when using the swimming pool and, when not in use, the child safety fence must be fastened in place for insurance liability coverage. Glass is not permitted within the pool area. The Owner cannot accept any liability for any loss of rental time due to travel delays, flight delays, cancellations, terrorist acts, industrial disputes, weather related



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events including hurricanes, and any events outside of our control, including any form of Force Majeure. The owner cannot accept any liability for failure of public supplies and utilities such as water, gas supplies, electricity, phone service, Internet service, computer service, cable TV service, or of air conditioning supplies or pool heaters. The Owner does not accept liability for the consequences of the actions or omissions of others that may supply or control main services, or any actions taken in the vicinity of the property by any authority over which there is no control.

### Towels, linens and items within unit at arrival:

There is a strict count of towels and linens and Guests are responsible for the amount and condition of towels and linens upon departure. Towels are not to be used for pools. Guests must bring and/or purchase pool towels at the Clubhouse Sundry shop or elsewhere. Upon arrival, the unit will have a roll of paper towel, two dishwasher tablets, toilet paper in each bathroom and small soaps and shampoos. Guests must plan to further stock the unit based on their need after arrival.

# **Upon Departure:**

Prior to departing the unit, guests will insure that all dishware, glassware and silverware, are placed in the dishwasher and the dishwasher is activated for a cleaning cycle. All beds are to be stripped of all bedding and the bedding is to be left on top of the beds. Guests will insure that all doors and windows are securely locked.

#### **Interim Cleaning:**

The unit is cleaned prior to arrival and after departure. Guests may contact Judith Molnar at Green Solutions Cleaning Services at (407) 252-4285 should they require an additional cleaning during their stay. Guests will assume the cost of such cleaning and will make arrangements with the cleaning company directly.

#### **Smoking and Pet Policy:**

In the event that the Cleaning Staff detects the odor of smoking and/or pet odor, guests agree to have charged to their credit card on file, the amount necessary to conduct a "deep cleaning" of the unit they occupied. The normal fee for this cleaning is \$200.00.

### **Swimming Pool Rider:**

Guests agree that they are aware the Swimming Pool located in the rear of the property is not lifeguarded, and that the Swimming Pool is potentially fatal to unmonitored children and adults. Guests are solely responsible for any damages, injuries and/or death(s) resulting from the use of the Swimming Pool. Guests will indemnify and hold Charles Beaudoin ("Owner") harmless from and against any claims resulting from the use of the Swimming Pool, including, but not limited to, wrongful death, personal injury, negligence, gross recklessness, property damage, and all other claims filed by or on behalf of any individuals who have access to the pool during the lease period. Guests will swim at their own personal risk and they shall be solely responsible for their safety and actions. No running, diving, pushing, fighting, alcohol use, illegal drug use, or sexual activity in or around the pool is allowed at any time.

#### **Governing Law:**

All reservations of the resort accommodations and the use and occupancy of such accommodations shall be governed by the laws of the State of Florida. In the event of litigation between renters and owner, the prevailing party shall be entitled to all costs incurred, including attorney's fees.