

**Sunset Vista Calabay – 133 Plumoso Loop, Davenport, 33897, FL**



## **OUTLINE OF AGREEMENT**

### **Property**

The rental property is located at 133 Plumoso Loop, Davenport, Florida, 33897, USA

### **Maximum occupancy**

Maximum overnight occupancy is 6 guests.

### **Terms of lease**

You may gain access to the property after 16:00pm on the day of arrival and the property must be vacated by 10:00am on the day of departure, unless a late departure (for which there may be a charge) is otherwise arranged and agreed with the owner.

### **Minimum stay**

The minimum stay for this property is 5 nights.

### **Terms and conditions**

Lead booker agrees to abide by the terms and conditions and property rules below at all times while at the property and shall cause all members of the rental party and anyone else they permit on the property to also abide by the rules at all times.

## **ACCESS**

All guests shall permit the owner, our property management company & any appointed tradesmen access to the property at any reasonable time to carry-out any routine or emergency maintenance work.

## **BOOKINGS**

All bookings must be made by a person aged over 21 that is a member of the party that will be occupying the property.

## **BOOKING DEPOSIT**

A **non-refundable** deposit, usually of 20% per stay is payable within 7 days of making your booking. If the deposit is not received within 7 days, we reserve the right to cancel your booking. The booking will be confirmed to you once the deposit has been cleared, usually within 7 days of receipt of your deposit. Once your booking is confirmed the deposit will be non-refundable but will be deducted from the full amount payable.

## **CANCELLATION**

Notice of any changes or a cancellation must be made in writing at least 10 weeks/70 days before

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departure. In the event of cancellation by you within 10 weeks/70 days of your departure date the following charges will normally apply:

- 42-70 days before departure – 50% of total property rental charge.
- 41 days or less before departure -100% of total property rental charge.

In the unlikely event that circumstances beyond our control results in the cancellation of the booking we, or our Property Management Company, reserves the right to cancel the booking. In this instance any refund will be limited to any monies already paid by you.

### **CANCELLATIONS MADE BY US – DUE TO FORCE MAJEURE**

For contractual clarity, force majeure is defined as “unusual and unforeseeable circumstances beyond our control, the consequences of which we could not avoid even with the exercise of all due care”, including (by way of example only) war or threat of war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or airline rescheduling. In no circumstances will any compensation be payable by us or our property management company as a result of any cancellation due to force majeure.

### **CHANGES MADE BY US**

With the exception of force majeure (see above clause) we may need to amend certain aspects of the accommodation, which we reserve the right to do at any time. Minor changes, if they occur, may not necessarily be advised, and will not qualify for compensation. In the case of a major change, we will inform you as soon as is reasonably possible, if there is time before your departure. Once a change has been confirmed and accepted by you, no further claims for compensation or additional expenses will be allowed.

### **CLEANING**

A full clean of the property will be carried out before your stay. If any additional cleaning service is required during your stay, this can be arranged directly through our Management Company and will be payable locally.

### **CONTRACT**

A contract will exist when we have accepted your deposit and issued our confirmation invoice.

### **ELECTRIC VEHICLE/EV CHARGING**

**This is not included.**

We do not have an EV charger on site nor is there a suitable power outlet on the driveway. Likewise, the cost of your rental does not include EV charging, if you drive or are renting an EV please notify us in advance and we can help you to locate a local charging station.

### **INCLUDED SERVICES**

Your charges include the cost of pool servicing, electricity, water, gas (except pool heating), cable and high-speed internet. The phone system in the property allows for free landline calls to the UK, USA, and Canada plus many other countries. The HOA takes care of shared areas, trash collection and security and these costs are also included in your rental fee.

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### **INSURANCE**

#### **This is not included.**

The house is covered for standard home insurance losses, but we do not provide any personal insurance cover. You are strongly recommended to take out adequate travel or holiday insurance, to cover for cancellation, accidents, illness, or damage under any circumstances. Please ensure you have specific and sufficient holiday insurance to cover all your needs and all risks. We strongly recommend you look for a Cancel For Any Reason policy (CFAR).

### **INVOICE**

We will send your invoice directly to you by email once your deposit has cleared. The confirmation will contain your requested dates and other relevant information, including final payment details. You are required to carefully check your invoice to ensure that it is correct and exactly matches your requirements. If it does not, you are required to contact us within 48 hours of receiving your confirmation to inform us of any inaccuracies.

### **LIABILITY**

You are advised that you are occupying a private property and therefore are responsible for your own safety in respect of any loss, personal accidents or damages sustained by you or any members of your party during your stay. It is your responsibility to ensure that you have adequate holiday insurance to cover personal injury / accidents / damage. No claims whatsoever will be accepted by us or our Property Management Company. We and our Property Management Company accept no liability for loss of mains services or failure of appliances or of any actions taken in the vicinity of the property by any authority or third-party persons beyond their control.

### **PAYMENT**

Full payment of the outstanding balance must be received at least 10 weeks before departure. We will send a reminder in advance of this time. If the balance is not paid in time, we reserve the right to cancel the booking and retain the deposit. All reservations made less than 10 weeks prior to departure will require full payment at the time of booking.

### **PETS**

We do not usually accept pets in our home however we may vary this for long stays subject to a higher damage deposit and separate "allergy clean" charge.

### **POOL**

All guests use the pool and its surrounding areas at their own risk. Children are required to be supervised at all times when using the pool or on the pool deck area. Guests must NOT disable pool door alarms. We and our Property Management Company will accept no responsibility for any loss or personal injury incurred from using the pool or its surrounding areas.

### ***IMPORTANT: DO NOT TAKE GLASSES OR BOTTLES ETC. ONTO THE PATIO/DECK AREA.***

Broken glass in the pool causes extreme hazard and will result in the need for the pool to be emptied,

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cleared, cleaned, and refilled. The cost for this will be deducted from (and is likely to exceed) your security deposit.

### POOL HEATING

Unless otherwise stated, the cost of pool heating is not included within the villa rental prices. If you require pool heating this should be requested at the time of booking, and we will provide a cost which will be added to your invoice. Should you wish pool heating to be switched on, this can also be requested at any point during your stay through our Management Company and the cost will be payable in US Dollars directly to our Management Company. Guests must not attempt to switch on the pool heating themselves. Any attempt to tamper with the pool heating equipment will lead to the loss of 100% of your security deposit and possibly to immediate eviction.

### PRICES AND SURCHARGES

Whilst we make every effort to avoid amending prices, we reserve the right to do so at any time.

### SECURITY DEPOSIT

Upon payment of the outstanding balance, you shall be required to pay a refundable security/breakage deposit of **US\$500 or GB£350** per stay. This deposit covers any breakages, or damage to the property, or its contents and for any excessive cleaning costs above that normally required in connection with the occupancy. The deposit will be refunded to you as soon as possible (usually within 48 hours and no later than 14 days) after you have vacated the property, less the cost of any breakages, or damage caused during the period of rental in accordance with our Property Management Company's report.

### SMOKING

Smoking is not permitted inside the property. In the event that this condition is breached then the cost of cleaning and refreshing the property will be deducted from the security deposit.

### SUB-LETTING

The booking is made only to those named on the booking form. No further persons are permitted to stay, and sub-letting is not allowed. If you need to add further guests to your booking (for which there may be a charge), these should be notified before arrival, or this will risk invalidating insurance.

### WEB SITE ACCURACY

Every effort has been made to ensure the accuracy of the information provided on our website page(s) at [www.floridavilla.holiday](http://www.floridavilla.holiday) and [facebook.com/sunsetvistacalabay](https://facebook.com/sunsetvistacalabay).

