

## BOOKING FORM

**To make a reservation complete this form and return it together with a signed copy of the attached Terms & Conditions and schedules, along with your non refundable deposit of 20% of the rental charge.**

Effective Date: Date of Booking		Property Address:	214 Windsor Place, Davenport, Florida, USA 33896
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Lead Guest Name:	
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Lead Guest Address:	
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Lead Guests E-mail address:	
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Lead Guests Mobile Tel no:		Home Phone no:	
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Arrival Date: Check in time 4pm		Departure Date: Check out time 10am	
No. of Nights:		No. of guests:	

Individuals staying at the property: list all names

	Guest Name	Guest DOB if under 25	Guest Age at time of Stay if under 25
Guest 1 (Lead Guest)			
Guest 2			
Guest 3			
Guest 4			
Guest 5			
Guest 6			
Guest 7			
Guest 8			
Guest 9			
Guest 10			

Do you require pool heating, additional cost applies Yes [ ] No [ ]

Villa rental cost:£

Pool Heating:£

Total Cost of rental:£

Non-Refundable Booking Deposit Enclosed (20% of total cost): £

Security Deposit: £300 / US \$450 – payable with the final balance

Final Balance of £                    + £300 security deposit totalling £                    due on  
(90 days before commencement of the rental)

PAYMENTS SHALL BE MADE TO THE FOLLOWING ACCOUNT: M & M Walden

## TERMS AND CONDITIONS OF HOLIDAY LET

The following terms and conditions (“**Terms**”) apply to your holiday let:

### DEFINITIONS

“**Data Protection Legislation**” means the Data Protection Act of 2018, and any other legislation applicable in the United Kingdom regarding data privacy and electronic communications.

“**Guest**” shall mean the individual or representative who made the booking, whether for him or herself or on behalf of a group (“you”, “yours”).

“**Management Company**” means the local management company who is the Owner’s agent.

“**Property**” shall mean Sunshine View, 214 Windsor Place, Davenport, Florida, USA, 33896.

“**Owner**” shall mean Michael & Michelle Walden residing at 64 Salisbury Drive, Cannock, Staffordshire, United Kingdom, WS12 3YP (“we”, “ours”).

“**Security Deposit**” shall mean the sum of money paid by the Guest in addition to the rental deposit which shall be used to pay for any damage by the Guest, and will be refunded subject to the conditions herein.

### 1. GENERAL TERMS OF USE

- 1.1. The Guest warrants that the Property is to be used for the purposes of a holiday and that they are over the age of 25 at the time the booking is made.
- 1.2. Subject to the Guest’s payment of the fees and compliance with its obligations under this Agreement, the Owner agrees not to interrupt or interfere with the Guest’s right to quiet possession and enjoyment of the Property except as otherwise permitted by these Terms.
- 1.3. The Guest shall not assign, sub-let or part with possession of the Property or any part of it.
- 1.4. The Guest shall use the Property for the purpose of a private holiday residence for a maximum number of ‘agreed’ persons only (as listed on the booking form) (the “**Permitted Use**”).
  - 1.4.1. Anyone who is not listed on the booking form will be allowed to visit the Property subject to consent from the Owner (and such authority may be delegated to the Management Company). At no time will unlisted individuals be allowed to stay overnight at the Property.
- 1.5. The Guest shall not (nor allow others to):
  - 1.5.1. display notices or advertisements in the windows or elsewhere on the Property;
  - 1.5.2. use the Property, or any part of it, for any purpose other than for the Permitted Use or carry on any trade or business at the Property;
  - 1.5.3. use the Property for any noisy, offensive, illegal or immoral purpose;
  - 1.5.4. cause nuisance or annoyance, or cause loss, damage or injury to the Owner, other guests or the occupiers of any neighbouring property;
  - 1.5.5. cause any damage or injury to the interior or the exterior structure, equipment or any part of the Property or any adjoining property;
  - 1.5.6. tamper with the pool heating equipment;
  - 1.5.7. make any alterations or additions to the Property or its decorations, fixtures or fittings;
  - 1.5.8. remove any of the Owner’s possessions from the Property or move any items of furniture from room to room in the Property;
  - 1.5.9. allow anyone under the age of twenty-five (25) years to be in or around the Property unless accompanied by a parent or responsible adult each of whom are required to be at least 25 years old;
  - 1.5.10. violate any aspect of local, state or federal law during the term of the Agreement;
  - 1.5.11. keep or allow animals of any kind at the Property without the express written consent of the Owner (which consent may be revoked at any time). The Guest will be responsible for all damage caused by any animals that are permitted;
  - 1.5.12. store or use any fireworks or other hazardous or flammable materials in or around the Property;
  - 1.5.13. access the Owner’s personal storage areas, whether unlocked or not; or
  - 1.5.14. smoke or vape in the Property including inside the pool cage;
  - 1.5.15. charge or attempt to charge electric or hybrid vehicles from the electrical supply in the Property without the formal written consent of the owner.
- 1.6. The Guest shall also abide by the Property Rules, attached as Schedule 1.
- 1.7. The Guest shall keep any fixtures, fittings and effects of the Owner in good repair and condition and must reimburse the Owner for any damaged fixtures, fittings and effects (reasonable wear and tear excepted).
- 1.8. The Guest shall keep the Property secure and set the alarm (where applicable) on exit.

- 1.9. The Guest must deliver up the Property at the end of their stay in the same clean state and condition as at the date of the commencement of the holiday let (reasonable wear and tear excepted).
- 1.10. The Guest shall abide by any instructions or requests from the Management Company.
- 1.11. The Owner and its agents have the right to enter the Property at reasonable hours during the day to inspect the condition of the Property or to carry out repairs or other works that may be necessary, or may enter the Property in the event of an emergency; and the Guest agrees to allow the Owner and its' agents reasonable access to the Property for such purposes. Where possible, the Owner will give the Guest reasonable notice before entering into the Property.
- 1.12. The Owner may refuse to accept a booking without giving any reason or may amend the booking upon reasonable notice due to any change in law, regulations or guidance (whether issued by the government or Management Company).
- 1.13. The property is available to the guest after 4pm on the day of arrival and must be vacated by 10am on the day of departure.

## 2. FEES

- 2.1. Rental Deposit: A non-refundable deposit of 20% of the booking is required within 24 hours of provisionally booking the accommodation to confirm the booking.
- 2.2. Security Deposit: A deposit of £300 / US \$450 will be charged simultaneously with the final balance and will be returned after the guest departure, so long as (within the Owner's sole discretion) the Property, equipment and facilities are undamaged and clean, as more fully set out in Clause 6 Security Deposit.
- 2.3. Cancellation: The Guest is liable for the total fee for the holiday let unless written notice of the intention to cancel the booking is received at least 90 days prior to the commencement of the holiday.
- 2.4. If the Guest cancels within 90 days of commencement of the holiday, fees paid will be refunded if the Owner is able to re-let the holiday in the time available, minus the non-refundable deposit, any difference in fees secured by the new booking (if lower), and any costs associated with advertising the vacancy. Every effort will be made to re-let a cancelled booking.
- 2.5. In certain circumstances, the Owner in its discretion may allow changes to the Booking, subject to an administrative fee of £25 and/or any difference between previously agreed rates and those prevailing for the proposed alternative dates.
- 2.6. Fee: The Guest must pay the full cost of the holiday let in full by 90 days prior to the start of the holiday let period. If the booking occurs within 90 days of the holiday let period, then fees must be paid in full at the time of booking. If the full cost is not received in full by the required date, the booking is deemed cancelled and the Owner will be allowed to seek a replacement booking.
  - 2.6.1. If the Guest has failed to pay the full cost of the booking by the due date the Guest continues to be liable for the outstanding sum. The Owner will seek to mitigate the loss incurred by such failure by the Guest to make payment by securing an alternative booking. The Owner will deduct any net income resulting from such alternative booking from the sum owed by the Guest. Upon written notification from the Owner, the Guest will make payment of the net sum due within 14 days.

## 3. DAMAGE NOTIFICATION, ADDITIONAL CHARGES AND REPAIRS

- 3.1. In the following instances there may be additional charges which will be taken from the Security Deposit (failing which the Guest will be fully liable):
  - 3.1.1. Damaged, lost or stolen items: The Guest should promptly, but no later than within 24 hours, report any deficiency or complaint to the Management Company which they notice on arrival, and any which they notice or occurs during their stay.
    - 3.1.1.1. The Owner should be notified by the Guest at the same time by email at the address in the Booking Form.
    - 3.1.1.2. If you do not promptly report a deficiency or bring a complaint to the attention of the Management Company, you will not have allowed them the opportunity to satisfactorily resolve your complaint and the Owner and Maintenance company accept no liability for any subsequent complaints.
    - 3.1.1.3. Where appropriate, the Guest will be liable to pay the replacement cost of the item broken, lost, damaged or stolen, including any other costs incurred to repair such item (e.g. contractor's fees).
    - 3.1.1.4. Calls to the Management Company which occur outside of normal working hours will take longer to respond to. Unless an emergency, Guests shall allow the Management Company at least one full business day to investigate and respond.
  - 3.1.2. Cleaning: The Property will be in a clean condition on the Guest's arrival. The Owner reserves the right to make a charge for additional cleaning if the Property has not been left clean. or any cleaning services over and above those normally required to prepare the villa for the next guest which are necessitated by misuse or extraordinary uncleanliness

- 3.1.3. Departure time: Time is required between lettings in order to check the Property and prepare it for the next guests. The Property must be vacated by the check-out time on the last day of the let as noted on the Booking Form. Unless otherwise agreed, we reserve the right to charge for an extra day if you have not left by this time, and will charge a daily rate in accordance with our standard charges for each additional day that you do not vacate the property for any reason. Should the Guest not vacate the Property when requested by the Owner this will be considered a fundamental breach of these terms and conditions and at the discretion of the Owner steps may be taken to evict the Guest including through use of law enforcement authorities.
- 3.1.4. Pool Heating, Air Conditioning and Electricity: Excessive use of electricity (such as running the air conditioning with doors open) will be charged to the Guest at the Owner's discretion. All related call-out and repair charges for inappropriate use of the air conditioning system (such as running below the allowable minimum temperature) will be at the sole responsibility of the Guest.  
You will allow a reasonable time for any required repairs or maintenance to the pool, heating, electricity and other major utilities. Major equipment i.e. air conditioning, pool equipment, boiler, etc. will often require specialised maintenance personnel and the Guest will allow a reasonable time period for any such required repairs or maintenance.
- 3.1.5. Call outs of the Management Company or other services that are considered by the Owner to be unreasonable or vexatious.

4. DATA PROTECTION

- 4.1. The Owner is the 'Controller' and the Guest is the 'Processor', each as defined under the Data Protection Legislation. You have right to make a complaint at any time to the Information Commissioner's Officer, or ICO, but we would appreciate the opportunity to address any concerns before you do so.
- 4.2. We may collect, use, store and transfer different kinds of personal data about you, which fall into the following categories:
  - 4.2.1. Identity Data: includes first name, last name, username, marital status, date of birth and gender;
  - 4.2.2. Contact Data: includes address, telephone number, and email address;
  - 4.2.3. Financial Data: includes bank account and payment card details;
  - 4.2.4. Marketing and Communications Data includes your preferences in receiving marketing from us and third parties, as well as your communication preferences.
  - 4.2.5. We may process some special categories of personal data, but only when you have explicitly consented for us to do so.
- 4.3. Where we need to collect personal data by law or to perform under this Agreement, and you do not provide that data, we may have to cancel the Agreement (though we will notify you if this is the case at that time).
- 4.4. We use different ways to collect data from you, though it will primarily be through direct interactions when you contact us through social media, email or otherwise.
- 4.5. We will only use your personal data when the law allows us to. Most commonly, we will use your data where we need to perform the Agreement, where it is necessary for our legitimate interests, or those of a third party and your interests and fundamental rights do not override those interests, or where we need to comply with a legal obligation. The following chart shows how we will use your data, for what purpose and the legal basis for doing so.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a Guest	(a) Identity (b) Contact	Performance of a contract with you
(a) To Manage payments, fees and charges (b) To Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)

<p>To manage our relationship with you which will include:</p> <p>(a) Notifying you about changes to our terms or privacy policy</p> <p>(b) Asking you to leave a review or take a survey</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Marketing and Communications</p>	<p>(a) Performance of a contract with you</p> <p>(b) Necessary to comply with a legal obligation</p> <p>(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)</p>
<p>To administer and protect our business or Property</p>	<p>(a) Identity</p> <p>(b) Contact</p>	<p>(a) Necessary for our legitimate interests</p> <p>(b) Necessary to comply with a legal obligation</p>

- 4.6 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We limit access to your data to people who have a need to know, and they will process your personal data on our instructions. Any third parties will be subject to a duty of confidentiality. If there is a suspected data breach, we will notify you and any applicable regulator where we are legally required to do so.
- 4.7 We will only retain your personal data for so long as reasonably necessary to fulfil the purposes it was collected for, such as to satisfy any legal, regulatory, tax, accounting or reporting requirements. However, we may retain your data for longer in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect of our relationship with you.
- 4.8 Under certain circumstances, you have certain rights in relation to your personal data.
- 4.8.1 You have the right to request access to your personal data and request any correction or amendment of the personal data we hold about you.
- 4.8.2 You may ask us to delete or remove personal data when there is no good reason for us to continue to process it (though we may not always be able to comply to this request due to specific legal reasons).
- 4.8.3 You may object to processing of your personal data where we are relying on a legitimate interest and there is something which makes you want to object as you feel it impacts on your fundamental rights and freedoms. You may also object where we are processing your data for direct marketing purposes.
- 4.8.4 You can ask us to suspend the processing of personal data if you want us to establish the accuracy of the data, where our use of the data is unlawful but you do not want us to erase it, where you need us to hold the data even if we no longer need it but you will use it to establish, exercise or defend legal claims; or you have objected to our use of data but we need to verify whether we have overriding legitimate grounds to use it.
- 4.8.5 You can request the transfer of your personal data to a third party and we will do so in a format that is commonly used and machine-readable (provided this data is that which you initially provided consent for us to use or where we used the information to perform a contract with you).
- 4.8.6 You can withdraw consent at any time where we are relying on your consent to process your personal data, but we may not be able to carry out an agreement with you.

## 5. CHANGES TO BOOKING AND RENTAL RATES

- 5.1. The Owner will try to accommodate changes to the booking wherever possible but cannot guarantee availability of the property for any requested date changes. The Guest agrees to pay any difference between previously agreed rates and those prevailing for the proposed alternative dates.
- 5.2. The Owner may make minor changes to the terms of the Agreement to reflect changes in relevant laws and regulatory requirements, and to implement improvements.
- 5.3. No changes to the booking will be deemed to have been accepted until a new Booking Form has been signed by the Guest and formally accepted by the Owner and any additional deposit or other payments or administrative fees have been paid and cleared.
- 5.4. The Owner reserves the right to amend the rental rates of the Property in the following circumstances:
- 5.4.1. Prior to confirmation of a booking
- 5.4.2. Where a clear error has been made
- 5.4.3. Where sales, tourist, local or other tax rates have been changed from the date of booking.

## 6. SECURITY DEPOSIT

- 6.1. Subject to the following provisions, the Security Deposit will be refunded within 21 days after an inspection of the Property is carried out once the Guest vacates the premises:

- 6.1.1. The cost of any repairs or replacements or additional cleaning as required after the inspection or any other additional costs incurred due to the acts or conduct of the Guest will be deducted from the security deposit before its refund;
- 6.1.2. The cost of additional day charges as per 3.1.3 is deducted;
- 6.1.3. Should the cost of any repairs or replacements or any other additional costs incurred due to the acts or conduct of the Guest exceed the value of the security deposit, the Owner will notify the Guest in writing and, upon request, will provide the Guest with an itemized list. The Guest shall pay the balance within 14 days of being notified.

## 7. LIMITATION OF LIABILITY AND INDEMNITIES

- 7.1. The Guest indemnifies the Owner and its agents against any claim which may arise as a result of this holiday letting or any breach of these Terms.
- 7.2. The Owner shall be responsible only for any foreseeable loss and damage caused by the Owner.
- 7.3. Neither party excludes any liability for death or personal injury, for fraud or fraudulent misrepresentation, or where it is unlawful to do so.
- 7.4. The Owner is not responsible for:
  - 7.4.1. cancellation or unavailability of any flights, other transportation or amenities in the area such as theme parks or other local services;
  - 7.4.2. early termination of the booking due to the Guest's own personal circumstances (such as work obligations or family emergencies); andIn any event, any such cancellation or unavailability will have no impact on the obligations of the Guest under the Agreement and no refunds will be given.
- 7.5. As the Property is made available strictly for private, non-commercial use, the Owner does not accept any liability for business losses.
- 7.6. The Owner fully disclaims and excludes all responsibility for any action taken by the local Home Owners Association (HOA), community organization or law enforcement authorities against the Guest for violation of the local rules, including but not limited to the issuance of tickets or fines.
- 7.7. The Guest should take out travel or holiday insurance to appropriate levels and scope. Failure to do so could mean that you are responsible for any losses you incur due to cancellation or any other event or circumstance that arises. Insurance should be in place for the whole duration of your stay.
- 7.8. The Guest is solely responsible for ensuring all travel documents are in place prior to travelling to the Property, including but not limited to obtaining appropriate visas or other required travel authorisations. Guest also notes and agrees to any requirements set out in Schedule 2.

## 8. TERMINATION

- 8.1. The Owner may, at any time and without any liability, end the contract if:
  - a. The Guest does not pay all fees in full on the date due as set out in the Booking Form, the Guest remaining liable for said unpaid fees; or
  - b. The Guest is in breach of any of the provisions of this Agreement.
    - i. The Owner reserves the right to ask the Guest to vacate the property and/or forfeit their Security Deposit.
    - ii. Any refund in such circumstances is entirely at the discretion of the Owner, and the Owner will have no further liability for termination.
- 8.2 In the event a Guest leaves an item behind, every reasonable effort will be made to contact the Guest for return at the Guest's cost. The Owner will make reasonable efforts to keep the item safe but is not responsible for the condition of the item on its return. If the item remains unclaimed for more than 60 days, it shall automatically become the property of the Owner.

## 9. GENERAL TERMS

- 9.1. The Owner and its agents accept no liability whatsoever if any cancellation becomes necessary due to any event, circumstances or causes outside the control of either party, including but not limited to: war, threat of war, riots, civil commotion, terrorist activities, interruption or failure of utility service, non-performance by third party suppliers to the Property, industrial disputes, natural and nuclear disasters, actions by government (whether state, local or federal), fire, flood, adverse weather conditions, Acts of God, pandemic or epidemic, or any loss of main services or failure of appliances or equipment, or for the consequences of actions or omissions of persons who control supply of mains service, or any actions taken in the vicinity of the property by any authority over which there is no control by the owners.

- 9.2. If any provision of this Agreement is illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- 9.3. No failure to exercise or delay in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy.
- 9.4. This Agreement constitutes the entire and only agreement between the party with respect to its subject matter.
- 9.5. Except where otherwise expressly stated in the Agreement, no other person or entity shall have any rights to enforce any terms of the Agreement.
- 9.6. You cannot transfer the Agreement to anyone else without our consent. We can transfer our rights and obligations under these terms to another party, though we will let you know beforehand.
- 9.7. The Agreement shall be governed by and construed in accordance with the laws of England and Wales and any dispute or claim arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English and Welsh courts.

**The Booking Form, together with the standard Terms and Conditions, Schedule 1 Property Rules and any additional Schedules [Schedule 2 – Covid 19 notice ] forms the binding Agreement (“Agreement”) between the Guest and the Owner for the holiday rental of the Property as of the Effective Date.**

Signed and agreed by Guest:

Signed and agreed by or on behalf of Owner:

Date:

Date:

Guest Email Address:

Owner Email Address:

## **SCHEDULE 1 - Property RULES**

### **Pool and Barbecue (BBQ)**

1. Glass is not permitted by the pool area.
2. Tampering with the pool alarm is strictly forbidden and will result in the automatic forfeiture of your security deposit. Anyone caught tampering with the pool alarm faces a misdemeanor under Florida State law, which is punishable by a \$5000 fine or one (1) year in jail.
3. Tampering with the pool heating equipment could result in forfeiture of your security deposit and the Guest shall be responsible for any additional charges associated with pool heating (including call-out and repair charges).
4. If the Guest has any questions about operating the pool, they should contact the Management Company.
5. Children must be supervised by an adult at all times. As there is no lifeguard on duty, use of the pool is at your own risk.
6. From October to April, pool heat is recommended, and should be requested prior to arrival. Additional fees for use of the pool heater must be paid in full before the heater is turned on.
7. It takes between 24-48 hours for the pool to become heated after being turned on. The pool will heat to 10 degrees above the ambient air temperature, up to a maximum of 84 degrees Fahrenheit. Pools will cool overnight, we use a liquid pool blanket (October – end of March) which helps to prevent heat loss and replaces the need for a pool cover. If the ambient air temperature is too cool for the pool heater to work, the Owner is unable to refund any payment of fees associated with the pool heater.
8. Guests may rent a barbecue from an outside source.
9. If a BBQ is rented by the Guest from an outside source, it is the Guests responsibility to have it delivered and picked up prior to the Guests departure. The Guest will be responsible for ensuring that the area the BBQ is kept on is clean after it is uplifted.
10. The Guest will ensure that any BBQ is not used within the pool enclosure.
11. Any costs incurred by Owner should the provisions of this Pool and Barbecue (BBQ) Clause not be adhered to will be the responsibility of the Guest and deducted from the Security Deposit.

### **Parking**

1. Between 12 p.m. and 7 a.m., vehicles should be parked on the driveway as the Home Owners Association (HOA) does not allow on street parking. At no point should vehicles be parked on any portion of the sidewalk or grass. Failure to abide by this policy will result in your vehicle being towed without notice by the agents of the HOA & fines imposed. Park within 1ft of the garage door.
2. The driveway has room for 2 vehicles. If you have a 3<sup>rd</sup> vehicle you may park that overnight in the garage with the owners prior consent.
3. Strictly no trucks, boats, trailer, recreational vehicle or commercial vehicle is allowed within the estate.
4. At no point during the day or night is parking allowed on the grass or causing an obstruction to the sidewalk as the agents of the HOA will tow without notice and fines imposed.

### **Local Rules**

1. You must be considerate in your behaviour, respect quiet hours and keep noise levels to a reasonable level at all times.
2. State law prohibits nudity in public or on private property if such nudity can be seen by the public or is visible from other private properties.
3. The Owner accepts no responsibility for any noise, poor behaviour, construction, building or maintenance works from other properties or in proximity to the Property.
4. This villa is part of the West Haven Home Owners Association (HOA) There are codes of conduct issued by the HOA and all guests will abide by such a code. This is in addition to and does not replace any provisions in the Agreement.

### **Air Conditioning**

1. The air conditioning is designed to work between 72 and 78 degrees Fahrenheit. Settings below this range will cause the air conditioning system to freeze up and stop working and cause damages.
2. Guest will be held responsible for all related call-out and repair charges.
3. If the doors are left open while the air condition system is on, this may also damage the system.
4. If there are any questions about the operation of the air conditioning system, the Guest should contact the Management Company.

### **Pests and Wildlife**

1. Florida has a sub-tropical climate and enjoys a variety of wildlife that frequently comes in close proximity to humans and their residences. Be mindful of this and do not interact with any wild animals, including snakes, that may come on the property.
2. For your safety, do not leave doors or windows open, and take care not to leave food uncovered or left outside. This will attract a number of pests and animals, including insects, raccoons, etc.
3. For the safety of Guests and others, do not enter ponds, lakes or standing water and do not leave children unattended near standing water, ponds or lakes.
4. Any damages or costs for pest control services incurred due to violation of the Agreement will be the responsibility of the Guest.

### **Games Room**

1. The garage is used as a games room.
2. All children must be supervised by an adult at all times while they are in the games room.

### **Internet, Television and Telephone**

1. Wi-fi is normally available but the Guest accepts that the Owner is not responsible for quality, strength or availability of the internet. The password will be supplied to you and can also be found in the property information folder.
2. At no point should any pornographic, obscene, offensive or illegal material be downloaded or saved using the internet connection at the Property.
3. Tampering with the Wi-Fi or associated equipment could result in forfeiture of your security deposit and the Guest shall be responsible for any additional charges including but not limited to call-out and repair charges.
4. Standard cable is included.
5. The telephone service is provided to meet state and country emergency call requirements.
6. If the guest logs into any private streaming services such as Netflix, Amazon Prime, You-tube, etc., the Guest should remember to log out upon leaving the Property. The Owner is not responsible for any subsequent use or abuse of the Guest's personal log-in details for failure to log out of their respective accounts.
7. Any Pay Per View access, or use of other premium channels, will be charged to the Guest's account and deductible from the Security Deposit
8. Tel3 Advantage is available which allows our guests US \$5 per week of National and/or International calls. Any call costs over this allowance will be deductible from the Security Deposit.

### **Trash and Recycling**

1. Trash bins must be put out on every Monday and recycling bins are put out every Friday in accordance with the directions set out by the Florida Waste Management Company. Any charges resulting from breach of this clause will be deductible from the Security Deposit.
2. No waste may be left beside the bin or left in such a way that the bin is too full to be closed. Excess waste will be subject to a removal fee payable by the Guest.

### **Security and Fire Alarms**

1. The code for the front door lock and security alarm will be supplied with your directions and property information letter.
2. Two safes are provided for the use of the Guests, but the Owner accepts no responsibility for any loss or damage to Guest property, documents, valuable or any other items. A lock combination or key will be provided so the Guest can access the safes. In the event the Guest loses the key, a charge of £50 will be made for the supply of a replacement key or an override key for a combination lock. Guest will also be liable for any costs incurred as a result of the Guest damaging the safes due to improper use or any work required to open the safe.
3. Guests are liable for any costs incurred due to misuse of the security systems, cameras, or alarms, including attendance by police or security for a false alarm. Such fines will be deducted from the security deposit.
4. The resort walls, gate and security is the responsibility of the Home Owner's Association and is not in the control of the Owner.
5. The property has fire alarms installed. The Guest must immediately notify the Management Company if the fire alarms 'chirp', have a low battery or otherwise indicates any likely malfunction.
6. The Property is equipped with night vision security cameras at the front door, overlooking the driveway and at the sides of the villa, which monitors pool heating controls and equipment.

**SCHEDULE 2 – Covid-19 Notice**

Guests should check with the CDC and/or their own countries Government / Health Department prior to travel. It is the responsibility of guests to research travel restrictions, Covid testing requirement's relevant to their particular circumstances.

Our home fully complies with all requirements in order to accept guests per the Florida Department of Business and Professional Regulation and per the CDC guidelines.

**DISCLAIMER**

**THE GUEST HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER THE MANAGEMENT COMPANY OR OWNERS ACCEPT ANY LIABILITY WHAT SO EVER IF ANY GUEST CONTRACTS COVID-19 WHILE STAYING IN THIS HOME, OR BEING IN FLORIDA. THE GUESTS ASSUME ALL RISKS RELATED TO TRAVELING DURING THE CURRENT PANDEMIC.**

**SHOULD SYMPTOMS OCCUR DURING YOUR STAY OUR MANAGEMENT COMPANY SHOULD BE IMMEDIATELY INFORMED.**