

## Terms and Conditions

### 1. CUSTOMER SUPPORT/CORRESPONDENCE

All customer support and/or correspondences are in English only. Please make sure you read all documents carefully or have someone translate them for you.

Write us at: Holiday by Disney 52 Symphony Place, Ancaster, Ontario L9G 4V6 Canada  
Call us at (905) 304-1700 or E-mail us at: holidaybydisney@hotmail.com

### 2. DEPOSIT/SECURITY DEPOSIT

A deposit of 20% of the total value of the rental period (minimum \$250.00) is required to hold a reservation for the period requested. It must be received no later than one week from the initial request or the booking is void. The balance is required 5 weeks prior to arrival date. For reservations made less than 5 weeks prior to the arrival date, the full amount is required at the time of reservation, plus a \$250 security deposit. The security deposit is refundable after the property has been inspected and all bills are received, usually within 10 days after departure, assuming that no damage has occurred during the rental period. The security deposit is returned to you via either a check or PayPal to the person/address listed on the reservation form. All deposits paid via PayPal will be returned via PayPal. Returned checks will automatically cancel bookings and are subject to a \$25.00 charge to cover bank fees and our administration costs. Cancellation fees will also apply as described below. The owners reserve the right to cancel the booking if payment has not been received in accordance with the terms listed above.

### 3. CANCELLATIONS

The security deposit of \$250 will **not** be treated as part payment of the total amount due. The guest may cancel the booking at any time after it has been confirmed. Any cancellation and/or change in reservation must be in writing. If the balance is not paid within 5 weeks prior to the rental date, Bernie and Carol Lavell (hereafter referred to as the owners) shall have the right to cancel the booking without further notice.

In the event of cancellations the owner's refund policy is as follows:

- a. More than sixty (60) days - refund of deposit minus a \$50.00 (USD) administration fee.
- b. Less than sixty (60) days. The owner will attempt to rebook the villa. If the owners succeed in re-booking the accommodation for all or a portion of the period originally booked, they shall refund all monies paid pro-rated for the number of days used, less a cancellation fee of \$100 to cover the time and effort to re list and rebook.

If the owners are unsuccessful in rebooking:

- a. Less than sixty (60) days but greater than 30 days, 50% refund will be granted.
- b. Less than 30 days, no refund allowed.
- c. Reservations for holiday periods (high season) as shown on our rate schedule and reservations for four (4) weeks or longer will not be entitled to any refund of deposit/prepaid rent.

### Force Majeure

The owner's shall not be liable for costs or losses incurred due to delays or cancellations in the client's vacation. Nor shall the client/guest have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond the owner's control. These situations include but are not limited to: Acts of God, War, Insurrections, Government restrictions, Natural disasters (earthquakes, hurricanes, floods etc), Riots or other major upheaval, Performance failures of parties outside the control of the contracting party (e.g., disruptions in telephone service attributable to the telephone company or labor actions by employees of a common carrier), Any other cause beyond the reasonable control of the party whose performance has become affected. The owners strongly suggest that all clients purchase low & reasonably costing Travel Insurance for their own protection. If a mandatory evacuation or any other event results in a cancellation, interruption or delay in your plans; no rebate or refund will be offered by the owner. **A travel insurance policy is the only means to protect yourself from this type of loss. We urge you to investigate your options and protect yourselves.**

### 4. CHANGE OF CONFIRMED RESERVATION

If after acceptance of the reservation, the clients wish to alter confirmed reservations, an amendment fee may be charged (\$50.00 USD). If the alteration is made less than 90 days prior to the rental date the

cancellation terms will apply .See section 3 for details on Cancellations. Any amendments to the original booking will not be effective until it is received and **agreed to** in writing by the owners.

#### **5. CAPACITY OF VACATION HOME**

The total number of people allowed in the villa at one time is limited to the number of people listed on the reservation form (maximum 10 people). Should a group misrepresent themselves they may be asked to leave the vacation home without refund.

#### **6. WHO MAY OCCUPY VACATION HOME**

The villa is provided only for the people listed on the reservation form. Only persons named on the reservation form may occupy the villa. The maximum numbers of people allowed in the villa are 10 people. Sub-letting, sharing or assigning is strictly prohibited. All persons under the age of 21 must be accompanied by an adult 21 years of age or older. If additional people are found to be staying on the premises the booking deposit/security deposit will be forfeited and the renters will be removed from the premises.

#### **7. CHECK IN/CHECK OUT TIMES**

The villa will be available to guests after 4:00 PM Florida time. Early arrival and/or late departure may incur additional charges. Check out time is 10:00 AM Florida time. Failure to comply will result in the charge of \$25.00 for every fifteen minutes after 10:00AM and you will be asked to leave the premises.

#### **8. USE OF SWIMMING POOL**

Door and window alarms are on all doors and windows leading to the swimming pool area. Disabling of these alarms is strictly prohibited by law and will result in loss of security deposit.

- **Children are required to be accompanied by and supervised by an adult at all times when using the swimming pool or in the pool deck area.**
- **No diving in pool, the pool is not deep enough for diving.**
- For your own safety, please do not bring glass or bottles into the pool area.
- No bubble bath or similar liquids are to be used in the pool.
- Pool heat is available for an additional charge. Pool heat must match length of stay.
- Pool heat must be ordered and paid for prior to arrival.

#### **9. WIRELESS INTERNET ACCESS**

The user assumes all responsibility for the use of the wireless network. The owners shall not be responsible for any alterations of or interference with a laptop's configuration or operation or data files resulting from connection to the wireless network. The owners shall not be liable for the consequences of wireless network use in any way, including the transmission of computer viruses, loss of data or e-mail, or any harm resulting from the use of the wireless network. The owners shall not be liable for the loss or compromise of any confidential or sensitive, or any other information, and for any and all damages resulting from that loss or compromise.

The owners do not guarantee uninterrupted service, error free connections or that all devices will be compatible with the wireless internet service.

Users must know how to configure their own equipment. The owners cannot configure a guest's laptop or network card or help establish a wireless network connection. The owners do not provide wireless network cards or laptops to guests. The owners are not available for computer training or troubleshooting of a guest's computer.

Wireless connections may be less secure than a wired connection. Virus and security protection are the user's responsibility.

#### **10. PROBLEMS DURING STAY**

Should any problem occur with the accommodations during your stay, the owners and/or local property management personnel must be informed immediately. Phone numbers will be provided upon reservation confirmation.

"Lock-outs" (left keys in villa, lost keys, etc.) may incur an additional fee.

Guest may be asked to immediately vacate rental premises, without refund or compensation, in the event of unnecessary and loud noise (nuisance or disturbance) or other illegal activities.

### **11. SMOKING AND PETS PROHIBITED**

Per Florida State Law: smoking is strictly prohibited in the villa. Your security deposit will be forfeited in full if the cleaning crew detects an odor of smoke in the villa, upon your departure. If you must smoke please go outside to side yard or front yard.

Due to allergies in the owner's family and with other guests, there is a strict no pet policy at the villa. Any guests with pets on the premise will be asked to leave with forfeiture of all monies.

### **12. CONDITION OF HOME/CLEANLINESS**

The guest must allow the owner and/or any of their agents the right to enter the property to carry out necessary maintenance.

Our management personnel will advise us of any loss or damage to the villa following your departure. They will also provide a report on the general condition/cleanliness of the home.

Any loss, damage or cleaning fees in excess of the security deposit amount will be fully reimbursed by the lead renter within one (1) week (7 days) of notification of additional expenses. Repairs and/or replacement of damaged/missing items in regards to vendor to make repair/replacement, cost of repair/replacement and when repair/replacement will be made will be at the sole discretion of the home owners.

**All garbage must be removed from the villa upon departure and placed in containers at the side of the villa. These outside garbage containers must only be placed at the curb on garbage day. Fines are levied if the containers are put out on days other than the days listed at the villa.** All items used need to be returned to their original location. All dishes and utensils shall be clean and not left in the sink or dishwasher. Failure to comply may result in loss of security deposit.

### **13. BBQ GRILL**

A BBQ grill is provided for your use. Propane is not provided as part of this agreement. It is up to the renters to supply their own propane if the tank is empty. In addition, if the grill is used, all utensils and the grill must be cleaned by the renter as the cleaners will not touch the grill. Failure to leave the grill in a satisfactory condition for the next guest will result in a \$50 cleaning fee assessed against the security deposit. There is no need to fill the tank upon your departure. You are only responsible to fill it up if it is empty.

### **14. INSECTS AND PESTS**

Insects and pest are inevitably present in the Florida climate. Within reason this is normal. The villa receives monthly pest control treatment. Only when, in our reasonable opinion, pests in the living accommodation are a serious nuisance will further action be taken.

### **15. KEYS**

The keys to the house will be collected in Florida and must not be copied. Failure to return the key to the lockbox upon departure will result in fees deducted from the security deposit to account for the charge to copy and replace the key as billed by our property management company.

### **16. RECREATIONAL VEHICLES**

Parking of Recreational Vehicles is not permitted on the driveway or grass of the house.

### **17. LIMITATION OF LIABILITY**

In the unlikely event that we have been negligent and/or in breach of our contract with you and other members or your party, our liability shall be limited to the cost of your booking with us.

We accept no responsibility in respect to loss or damage for which you are, or should have been, insured or entitled to indemnity from any other third party.

Children must be accompanied/supervised by parents when using home/pool facilities and play area.

When temperatures fall close to freezing conditions, it is not guaranteed that the pool heater will be able to maintain suitable swimming conditions. No refund on pool heating will be applied in this case.

You are advised you are occupying a private villa and therefore are responsible for your own personal safety in respect to any loss, personal accidents or damages sustained by you or any members of your

party during your stay. It is the guest's responsibility to ensure that they have adequate vacation insurance to cover personal injury/accident/damage. No claims whatsoever will be accepted by the owners or agents.

Property owners/management company do not accept responsibility or liability for any accident, injury, illness or damage sustained to any person or their property during the rental period or use of pool/recreational facilities regardless of how they may have occurred.

**We strongly advise all of our guests to take out travel insurance for your whole party, which includes cancellation charges coverage.** We also advise guests to take out a policy that includes medical coverage, where applicable as soon as you have booked any part of your holiday or vacation. If you choose not to do this, you need to be aware that you will be personally responsible for any payment of cancellation charges which may become due.

#### **18. PAYMENT VIA CREDIT CARD OR WIRE TRANSFERS**

Credit card payments may be made (American Express, Discover, MasterCard, and Visa) via Pay Pal. A 3% (4% international) convenience fee applies to the use of credit cards via PayPal.

#### **19. MISCELLANEOUS**

Minimum booking period is four (4) nights, unless special arrangements have been made at time of booking. All equipment in the villa whether it is electrical or mechanical, is used entirely at guest's own risk on behalf of themselves and their party.

#### **20. ACCURACY OF INFORMATION**

We take a great deal of care to ensure the accuracy of the information we have provided. However, facilities and/or services may not be available or open due to renovation/maintenance, adverse weather or damage caused by a previous guest, that we have not had time to rectify prior to your arrival. This may include use of television(s), pool facilities, etc. Where we are aware that a facility or service we have advertised will not be available during your stay, we will take steps, whenever possible, to notify you prior to your arrival. From time to time some furniture or amenities might not be in the villa, due to loss from previous guests. We trust all of our guests to be good stewards of our home. Please notify us of any missing item(s) and we will attempt to rectify the situation during your stay. However, no refund in part or whole will be provided in any of the above mentioned circumstances.

We reserve the right to reasonably amend any of the above terms and conditions set out herewith.

#### **21. SEPERABILITY**

If any provision of this "Terms and Conditions" agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the "Terms and Conditions" agreement (or remainder of such provision) and the application thereof to other persons or circumstances shall not be effected thereby.

#### **22. WAIVER**

The waiver of one or breach of any term, condition, covenant, obligation, or agreement of this "Terms and Conditions" agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

#### **23. GOVERNING LAW**

The laws of the United States of America, State of Florida shall apply to this contract and any other claims.

#### **24. ACCEPTANCE OF TERMS AND CONDITIONS**

The signing of the reservation form constitutes acceptance of the above conditions and shall be a warranty that he/she has the authority to act for and on behalf of all persons named in the reservation form.

**RESERVATIONS ARE NOT CONFIRMED UNTIL YOU HAVE RECEIVED WRITTEN CONFIRMATION FROM US.**