

# WHARAM RENTALS



Terms and Conditions of Rental:

Dated: 1 October 2016

## **General Information:**

1. Donna Wharam (herein after referred to as the "Owner"), offers short term rental of the home known as Davenport Lakes Holiday Villa/"House Near the Mouse" (herein after referred to as the "Property") to the person named as the lead guest on the booking form (herein after referred to as the "Guest"). The owner and property is registered and licensed by both Polk County and the State of Florida for a maximum capacity of 8 persons including infants. This provides guests with the assurance that the property and the owner complies with current rental regulations and is legal.
2. The owner will not generally accept bookings from all male/all female parties and any guests under the age of 25 must be accompanied by a parent or responsible adult. Under no circumstances shall more than 8 persons occupy the property, all of whom will be annotated on the booking paperwork. Permission must be granted in writing from the owner if persons not listed on the booking form are visiting the property or using the facilities, however, at no point can these guests stay overnight in the property. The owner reserves the right to refuse admittance if the conditions listed above are not met. Failure to comply with the conditions will render the booking void, with a requirement to vacate the property immediately, and all payments will be forfeited without compensation. The property cannot be shared or sub-let without the express consent of the owner and only the persons shown on the booking form are permitted to stay in the property.
3. For the safety and comfort of all guests, the property is a non-smoking area. The property is licensed under Polk County and the State of Florida as a non-smoking building and compliance is mandatory. Failure to comply with the non-smoking policy will result in the forfeit of the security deposit; any additional cleaning costs will be recovered from the guest, who could then be asked to vacate the property without a refund of the rental costs.
4. Pets are not permitted in the villa. Failure to comply with the no pet policy will result in the forfeit of the security deposit and any extra cleaning fees incurred.
5. Check-in time on the scheduled day of arrival is 4.00pm (local time). Check-out time on the day of departure is 10.00am (local time). The arrival and departure timings are to be strictly adhered to as this will ensure that the property is ready for the arrival of the next set of guests. In the event of a guest failing to comply with check-in and check-out procedures they will be charged an extra day's stay. Early check-in and late check-outs can be arranged with the owner prior to arrival and availability for an extra cost.

6. The returned fully completed and signed paperwork received by the owner, will be taken to confirm that the terms and conditions have been read and accepted by the lead guest, this, together with bank clearance of the initial deposit confirms the booking and binds both the owner and lead guest to comply with the conditions of the rental. The lead guest agrees to be solely responsible for the actions of all persons occupying or visiting the property during the agreed rental period, without exception. If a confirmed guest list changes prior to arrival the lead guest must notify the owner as soon as possible.

7. The owner reserves the right to increase and decrease the listed rental rates at any time. Once a booking has been confirmed then the agreed rate is guaranteed against any further increases, provided there have not been any material amendments to the original rental arrangements that would have altered rate calculations at the time of the original booking.

8. Guests are permitted to use whatever is accessible within the property. Any closets or areas that are locked will contain the owner's personal property and are not to be forced open. The rental rate includes exclusive use of the property, utilities, local telephone calls, FIOS wireless internet/broadband, xbox one and wireless controllers and local and county taxes (12%). Guests have full access to linen and towels which includes pool towels, hairdryers, adult/children sized ponchos, a selection of DVDs, a selection of xbox one games and a safe for valuables. No such items are to be removed from the property on departure – anything found to be missing will forfeit the security deposit. The departure clean is also covered/included for stays of 7 days and over. The rental rate does not include international telephone calls, premium rate calls, pool heating (this is an optional service and is paid for in addition to the rental rate and must be ordered for the entire length of the stay), or use of a personal computer to access the internet. Stays of less than 7 nights will incur a cleaning charge of £85 (comparable USD rate) which will be automatically added to the rental rate.

9. A wireless broadband internet connection/service (FIOS) is provided for free for the use of the guests. The owner will endeavor to ensure that the service is available for use, but cannot be held responsible for any failure or non-availability of communication lines hardware or software. Guests should not interfere with the connection or any of the routers or wires. If it is necessary to call out a technician to reset any of the items and it is found that the guests have tampered with any of the items – a call out charge will be deducted from the security deposit.

10. Upon arrival guests will receive a token supply of soap, internal trash bags, toilet rolls and paper towels. Guests are expected to purchase laundry detergent, food supplies and cleaning supplies as required as these will not be provided.

11. All bookings are subject to £150, or comparable USD rate, non-refundable deposit to secure the dates requested. The final payment is requested 8 weeks prior to the arrival date plus an additional refundable security deposit of £200, or comparable USD rate, is required 4 weeks prior to arrival. Bookings received with less than 8 weeks prior to the arrival date are required to pay the balance in full including the security deposit to secure the requested dates.

12. Food must not be left uncovered outside of the refrigerator as it can attract pests very quickly. Any additional pest control services outside of the regular schedule due to guests lack of care and attention will have the cost passed on to the lead guest.

13. The owner and her authorised agents reserve the right of entry to the villa, pool area and outside gardens at any reasonable time for pool cleaning and maintenance work,

to deal with a reported or suspected problem within the property or to maintain the gardens and front driveway. Entry into the villa itself will always be by prior notice or discussion with the party leader whenever possible and visits will always be conducted in the most unobtrusive way.

14. Responsibilities of the Guests - Guests agree to take good care of the property and leave it in a clean and tidy condition on their departure. All persons forming the party of the guest are responsible for the care of the property and are expected to take reasonable care of it; turning off all unused items, ensuring the pool screen doors are closed at all times, and the property doors and windows are locked whenever the property is unoccupied. Failure to comply could result in the named persons being held responsible for the cost of losses and damage incurred in the event of a burglary whilst the property is unoccupied. At the end of the rental period, all utensils, carpets, furnishings, walls and fittings must be left clean and tidy. Glass or crockery is not permitted within the pool area or near to the pool – in the event of breakages it would be very hard to detect the slivers of glass on the pool deck or in the pool which may result in the pool having to be drained. In the event of this having to be done then the additional costs will be passed on to the lead guest.

15. Insurance – The lead guest agrees that as a condition of these terms that they will ensure that all members of their party are covered by travel insurance which carries adequate protection against delays, cancellation and medical cover for the U.S.A., in addition to cover for their personal belongings and luggage.

#### **Rental Rates:**

16. The guest will be responsible for the total rental price of the property, as set out on the booking form.

#### **Arrangements for Guests UK and International:**

- A provisional booking will be held for 10 days to allow the lead guest to return the completed booking paperwork (signed and dated) and the non-refundable deposit of £150 (GBP) or comparable USD rate. The paperwork should be mailed to the owner but, in exceptional circumstances, a scanned copy will be accepted if all the information is legible.
- Payment of the non-refundable deposit can be paid by personal cheque, cash, Paypal (an admin charge will apply to all payments made via Paypal) or direct bank transfer. All cheques must be made payable to D Wharam. In case of payment by direct bank transfer/wire transfer, the owner's bank administrative acceptance charges must be paid by the lead guest (US bank only).
- After the final balance and security deposit has cleared the bank, the lead guest will be sent a pre-arrival guest information pack that contains all the required information including villa address and access codes for the property. The guest information pack will normally be dispatched 2 to 3 weeks prior to the guest arrival date.
- Failure to pay the final balance and security deposit within 8 weeks of a guest's proposed arrival date without prior consultation and agreement directly with the owner may result in the cancellation of the booking. The owner will attempt to contact the lead guest to discuss the late payment but if this fails then the owner

reserves the right to cancel the booking immediately and notify the lead guest in writing.

- If the final balance is not paid in cleared funds, the owner reserves the right to apply a late payment charge of £20 per day, and if any balance is overdue by more than 2 weeks then we reserve the right to cancel your booking and cancellation penalties will apply.
- The owner reserves the right to change the rental rate at any point; however the rental rate applicable upon receipt of the deposit will be honoured.

### **Security Deposit:**

17. The guest will be responsible for the security deposit as agreed on the booking form.

18. The lead guest's agreement to abide by the terms laid out in this document includes acceptance to pay for any damage of any kind caused by their occupancy of the property. This includes damage, breakages, stains i.e. to linens, towels or carpets, or inventory omissions to or from the property or its contents following a stay, if it has not already been reported to the management agent at commencement of the stay. During the arrival check the lead guest must report to the management agent any of the aforementioned breakages etc. found by them which they consider to have been attributable to the last guests or the lead guest may be deemed responsible if any such things are identified at the end of their stay. Appliances/Furniture/Sundries - if any appliances, furniture or sundries become defective during your stay the owner will endeavour to replace or repair within a reasonable time frame, normally within 48-72 hours. The owner cannot be held responsible or compensate for days lost.

19. The owner accepts that accidents do happen from time to time and does not charge guests for inexpensive breakages or minor stains which guests choose to replace or try to remove themselves. The owner cannot accept liability however for any damage, breakages, stains or inventory omissions of a more serious nature. For example a broken or scratched table top, ripped lanai screen, spillage that requires professional cleaning or carpet replacement if professional cleaning cannot remove the stain.

20. The owner will provide a quote for more expensive individual items. Where a stain cannot be removed from a carpet or bedroom comforter, for example, which then needs to be replaced, the owner will then provide a quote. If a mishap does occur the owner strongly recommends that the lead guest reports this immediately to the management agent to agree a solution suitable to both parties. In case of any dispute the owner's management agent shall have the right to be the sole arbitrator.

21. The lead guest agrees without exception and unreservedly to permit part or the whole of their security deposit if a claim is made against it. Claims include but are not limited to: Call outs by the sheriff or fire department, cable TV pay per view costs, additional costs caused by guests misuse of equipment, damage of any kind, overriding the default pool heating temperature, altering the pre-set temperatures on the air-conditioning thermostat, tampering with the lock boxes on the pool heater, excessive cleaning costs or excessive use of electricity (caused by leaving external doors open with the air-conditioning on). The lead guest will be held responsible for all additional costs which exceed the security deposit, and any additional sums must be paid within 14 days of the receipt of the invoice detailing the additional items.

22. The refundable security deposit of £200 or comparable USD rate will be repaid to the lead guest in full (subject to post stay check within one full calendar month of the guests' departure date), providing there are no claims against it.

**Cancellation Policy:**

23. All guests are strongly advised to obtain adequate travel insurance to cover their payments made to the owner in regards to future stays in the property.

24. All confirmed bookings are subject to the following cancellation charges:

<b>Cancellation Notice</b>	<b>Applicable Charges</b>
More than 10 weeks	Loss of booking deposit (non-refundable)
More than 6 weeks up to 8 weeks	50% of total rental cost
More than 4 weeks up to 6 weeks	75% of total rental cost
Less than 4 weeks	100% of total rental cost
*Early departure does not warrant a refund of rent	

25. The owner will not cancel the booking until confirmation has been received from the lead guest in writing stating the cancellation of the dates.

26. The owner will at the written request of the lead guest provide documentary proof of payments received by them for the cancelled booking for insurance claim purposes and will liaise with the insurance company as required.

27. If in the event of a natural disaster, utilities disruption or other circumstances beyond the owner's control, it is necessary for either the owner or the management agent to cancel a confirmed booking then a full refund of any payments made by the party leader (without interest, compensation or consequential loss of any kind) will be made as requested.

28. The owner will give the lead guest the opportunity to re-book a future stay in the property with a 10% discount on the published season rate.

**Safety and Security:**

29. Should the guests not be able to gain entry to the property they must make contact with the management agent (details of which are published in the pre-arrival guest information pack). In exceptional circumstances the owner should be contacted (please note the -5 hour time difference).

30. The confidentiality of the property access code is the responsibility of the lead guest and any members of their party. If it is suspected that the code has been compromised then the lead guest must notify the management agent immediately so that the code can be changed.

31. If guests are locked out of the property then the lead guest must contact the management agent who will resolve the issue. A charge may be applied depending on the reasoning for the call out.

32. The owner or management agent cannot be held responsible for any lost or stolen items whilst renters are staying in the property.

33. The property is protected by smoke and carbon monoxide detectors and guests have access to a fire extinguisher. The detectors and fire extinguisher are regularly checked/tested and should not be tampered with unnecessarily. Any evidence of tampering may result in the forfeiture of the security deposit. Use of the fire extinguisher should be reported to the management agent.

34. **Tampering with the pool alarm is strictly forbidden, it is there for the protection of all who use the property and, anyone tampering with or disconnecting pool alarms is committing a misdemeanor of the second degree, punishable by a \$5000 fine and jail term. Any guests found to have tampered with the alarms will be evicted from the property without compensation or return of rental fee and the appropriate authorities will be notified.**

#### **Pool and Outside Area:**

35. Children must be supervised at all times within this area (in and around the pool/deck) by a responsible parent/adult. Guests must abide by the pool rules (poster located in the pool area) to avoid mishaps and accidents.

36. Glassware is banned from the pool and deck area as mentioned in para 14. Plastic bowls, plates and glasses have been provided for the safety of guests and specific use within this area.

37. The pool is under the care of a pool company contracted by the owner and is serviced and cleaned on a weekly basis to ensure that the chemical levels are safe and correct.

38. In between services the pool may lose water due to evaporation, particularly during the summer months or show signs of dirt, especially in the event of stormy weather. Guests using the facility are expected to use the net provided in between the weekly pool services to keep the pool clean and to use the supplied hosepipe to maintain the correct water level (which is half way up the blue tiles on the pool side). The correct level will ensure that the pool filtration system works effectively. Any major problems are to be brought to the attention of the management agent.

39. Pool heaters are made up of electrical and mechanical components which may malfunction. The owner and the management agent will not be held responsible for the failure of any of these components. The management agent will investigate in an attempt to remedy any malfunction as soon as is practicable. Guests should inform the management agent as soon as they suspect the equipment is not working correctly.

40. The efficiency of any pool heating is affected by the ambient external air temperature, especially in the winter but also cooler months or when Florida is experiencing unusually cool weather. **The pool heater is currently set at a maximum of 87 degrees which is the recommended setting to maintain the balance of the chemicals in the water.** If guests complain about the temperature of the water and the heater is found to be working correctly, but not providing sufficiently heated water due to the ambient air temperature neither refund nor compensation will be given. If a higher temperature is required above the recommended temperature, bearing in mind that this will affect the chemical balance of the water, then this will incur additional charges and a management callout fee.

41. Pool heating if ordered must be ordered for the entire length of the stay. There is a supplementary charge per day.

42. Where pool heating has been ordered in advance it is turned on in the morning of the check-in date.

43. Pool toys/inflatables – will either be owner's personal property or may have been left by previous guests, in any case such items cannot be guaranteed and the use of these items are at the sole responsibility/risk of the guests. All inflatables/pool toys must be removed from the pool when guests have finished using the facility as there is a possibility that they can be sucked into the filtration system and cause damage.

44. Patio furniture and Screened Pool Cage - if the patio furniture is moved then this must be returned to its original siting, both inside and outside of the screened pool cage/lanai. When moving patio furniture around please be aware of the lanai screens when placing the furniture back down as the legs of the sun loungers can pierce the screens quite easily. Costs to replace the lanai screens will be passed on to the guests in this instance. Cushion covers must be returned to the games room after use to avoid mildew forming. Prior to departure please re-cover the patio furniture outside of the lanai area to protect it against the sub-tropical weather. Please ensure that extra care is taken when opening and closing the screened pool cage doors as forcing them can break the closing mechanism and any negligent damage found by the management team will be passed on to the guest.

#### **Household Rubbish/Trash Collection:**

45. A large wheeled trash can and separate recycling box (yellow) are located outside the property in a small fenced/gated area. All rubbish/trash must be placed inside plastic bags before being put out into the large trash can and all recycling items should be placed in the yellow box (cardboard and plastic). The trash container and recycling box must be placed at the curb side by 7.00am each Thursday morning for the local trash collection. The empty containers must then be placed back into the storage area – please ensure that the gate to the trash can is bolted. Failure to comply with the regulations will result in HOA fines being passed on to the lead guest.

46. Where, following departure, excess trash is found by the management agent left outside of the cans, any waste removal charges incurred will automatically be deducted from the security deposit.

47. Florida has a sub-tropical climate and food no longer required should be disposed of via the waste disposal unit in the kitchen sink, where appropriate.

#### **Neighbourly Conduct/Code of Conduct:**

48. Davenport Lakes is a mixture of private residential homes and rental villas. The lead guest is responsible for all guests and any invited visitors to the property acting in a courteous manner to neighbours who may be permanent residents.

49. Noise should be kept to a minimum during early mornings and late evenings, particularly around the pool and decking area/patio area. Quiet time is considered to be between the hours of 10.00pm to 8.00am.

50. Excessive noise may result in a visit from the local sheriff and in extreme circumstances may result in the guests being removed from the property without recourse to a refund.

51. In the event that any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other holidaymaker, residents of Davenport Lakes or

damage to any property, the owner or management agent reserves the right to terminate the contract immediately and forthwith a requirement to vacate the property. The owner or management agent will not be liable for any costs that are incurred by the guests, nor shall they pay any compensation, nor make any refunds due to this action.

52. No vehicles may be parked on the road overnight and there is a maximum speed limit within the community of 15 miles per hour. Parking is limited to two vehicles on the drive. Any illegally parked vehicles are subject to towing, applicable fines/ towing fees are the responsibility of the lead guest.

### **Departing the Villa:**

53. To ensure that you do not receive any additional charges guests are requested to perform the following actions prior to their departure:

- Leave all pots, pans, glassware, dishes etc. clean and returned to the right place in the cabinets. If using the utensils and dishes on the last morning then please load the dishwasher and put it on prior to departure.
- Leave the oven, hob and microwave clean.
- Ensure all towels that have been used, including pool towels are washed and dried and returned to the cupboards, or are in the laundry basket waiting to be washed.
- Strip all beds that have been used and ensure that a load is running prior to departure, with the remaining linens waiting in the laundry area to be washed.
- Put all board games, pool cues, DVDs, xbox one games, cot, high chair, car seat, hair dryers and other movable objects back to their original locations.
- Any additional cleaning above and beyond that which is reasonably expected will incur a charge of \$25 per hour which will be levied against the lead guest.

### **Force Majeure:**

54. The owner and management agent accepts no liability whatsoever and no compensation or any other payments will be made if any cancellation or change to the terms of the booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire and flood, adverse weather conditions, building or construction in progress within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellations of schedules by carriers, loss of mains electricity supplies, or any other events beyond our reasonable control.

### **Disclaimer:**

55. The property, including the pool and all external areas within the property boundary area is privately owned and neither the owner nor their management agent accepts any liability or responsibility whatsoever for death, personal injury or accidents to any rental occupants of the property, or loss or damage to their personal effects however caused. This includes any such claim by a third party as a consequence of actions by the renters' or person's temporarily visiting the property at their invitation. The use of the property, it's amenities including the pool area are at the guests and their party's own risk.



56. Electricity, water and other utility services can fail without warning for reasons over which the owner or management agent has no control. The management agent in such circumstances will assist guests wherever possible to make their stay comfortable. Neither the owner nor the management agent can however accept any liability for loss of main services or failure of appliances, or any actions taken in the vicinity of the property by any authority over which they have no control. The owner and management agent cannot accept liability for the sudden failure of equipment (including where the pool heater cannot reach optimum temperature due to adverse cold weather conditions) at the property but will take immediate and reasonable action to rectify any such failure upon notification by the guest.

**Governing Law:**

57. The terms and conditions contract are subject to and shall be constructed in accordance with the Laws of England and each party entering into the contract hereby submits to the exclusive jurisdiction of the English Courts. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future Laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by the severance here from.

**Guest Complaints:**

58. In the event of a guest complaint during a rental period the lead guest should contact the management agent immediately or as soon as is reasonably practicable. They can investigate and attempt to resolve the issue locally.

59. If the issue cannot be resolved to the lead guest's satisfaction then they should contact the owner personally during their stay or in writing within 7-14 days of leaving the property.

60. If the issue has not been reported to the management agent or to the owner, neither the owner nor the management agent will accept any further responsibility. You will have not allowed them the opportunity to satisfactorily resolve your problem - in these circumstances the owner will be unable to assist you with your complaint.

Please note that the owner cannot accept responsibility for the actions or omissions of our management agent.

**By signing below you accept all terms and conditions listed in this agreement.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**THANK YOU AND HAVE A PLEASANT STAY**