

Terms and Conditions

The party leader must be at least 21 years of age. You must be authorized by all persons to make the booking, including those guests added at a later date. You must consent to our processing personal information about you and other members of your party. All correspondence and documents are sent to the party leader who is responsible to us for all payments on the booking, for ensuring that party members are kept informed of booking details and for any cancellation charges. Upon receipt of your deposit, you will be sent a confirmation notice.

Please check the confirmation notice and any other documents carefully, immediately upon receipt. You must notify us within 3 days of issue if any details are incorrect.

A contract between the Management Company and you will come into existence when you have paid a deposit (or full payment 8 weeks prior to arrival) and we have dispatched our confirmation notice.

Upon receipt of the required balance payment and subsequent signed Rental Agreement, your booking determined as confirmed.

The Company will provide/confirm property information approximately 5-7 days prior to arrival date.

If there is a claim for damages or missing items, you will be notified within 14 days of your departure and issued a receipt so that you may make a claim on your vacation insurance. It is important that you notify the Management Office within 24 hours of your arrival of any damage at the home to prevent charges being incurred on your credit card after you vacate.

If there are no claims for property damage or missing items, your credit card will be released of the hold of \$300 within 14 days of your departure date.

The Guest agrees that the Company or the Owner can charge additional fees to cover, but not limited to:

- Broken keys or non-return of keys where provided
- Carpets stained during occupancy
- Loss or breakage of inventory items

- Replacement of broken or missing items
- Damage to the property or its equipment
- All use of additional paid TV channels
- Telephone charge made to paid numbers and numbers outside the USA
- Air Conditioning system failure as a result of Guest altering/tampering with thermostat/equipment

Holiday Surcharges

We reserve the right to increase or decrease the prices of units advertised at any time. The cost of your unit will be confirmed at time of booking. Once your reservation has been confirmed, any future increases in costs will not be applied to your booking.

Should you amend the booking after the deposit has been paid, we reserve the right to increase the costs to those currently advertised.

Reservation Changes by Guest

If you change your reservation arrangements we will do our best to help you, but you must first send a written request (email accepted) to do so. Any changes made, become effective when we have given you written confirmation. An administration charge of \$25.00 will be added to your final invoice each time you make a reservation alteration. Any changes to existing bookings within 7 days of arrival may be undertaken on an exceptional basis where practical and may incur additional fees.

Cancellation

The Guest may cancel their booking at any time up to or during the Rental Period. In the event that the Guest exercises their right to cancel, the Company will levy the following cancellation refund/penalties:

- From initial date of booking up to 14 days prior to the arrival date, we will refund 100% of the rental fee plus trip insurance premium where applicable minus Management and Administration fees
- 14 days or less prior to the arrival date, no refund

The Company regrets that it is unable to waive any of the cancellation charges above, whatever the circumstances.

Hurricane or Storm Policy

No refunds will be given unless:

- The state or local authorities order mandatory evacuations in a 'Tropical Storm/Hurricane Warning area' and/or
- A 'mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning' area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a 'Tropical Storm/Hurricane Warning,' area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the 'Hurricane Warning' period.

Changes to Reservations by Company

We have built our reputation upon fulfilling our obligations. However, occasionally we have to make changes to and correct errors on our website and other details, both before and after bookings have been confirmed. Whilst we always try to avoid changes, we reserve the right to do so.

Most changes are minor. Occasionally, we have to make a major change.

If we do have to make a major change to your booking, we will tell you as soon as possible and you will then have the following options:

- Accepting the changed arrangements as offered by us
- Accepting a replacement unit from us of equivalent or closely similar standard and price, if available
- Cancelling, in which case you will receive a full refund minus any relevant cancellation fees

You must tell us which option you wish to take within 5 days of our offer of the alternate accommodation. If after 5 days, you have not contacted our reservation office we will book a replacement for you.

Rental Period

The Guest agrees, and the Company permits the rental period to begin and end on the dates shown in the rental documentation. The Guest acknowledges that the unit/establishment he/she is renting is a 'transient' facility and their occupancy is

permitted only in the status of a 'transient guest'. The Guest also confirms that no permanent residence is planned or extended by the operator.

Basis of Rental

Properties offered for short-term rental are provided on a self-catering basis. The Company provides complimentary trash bags, starter soap and toilet tissue. Once these are used, it is the Guest's responsibility to supply additional items for the duration of their stay.

Check In

Check in to the property is after 4:00 pm on the date of arrival as shown in the rental documentation, booking confirmation or registration form. At the sole discretion of the Company, any Guest arriving to gain access before that time may be refused. It is in your party's best interest to check the property and Content Sheet on your arrival and if any damages are found, or missing items identified, please contact the Management Company at your earliest convenience during office hours – this includes any evidence of smoking having taken place in the home prior to your arrival and large areas of stained carpet. Failure to report any damages, including large areas of carpet stain or informing the office that evidence of smoking has been identified upon your arrival within 24 hours will be deemed confirmation that the Guest accepts the property as found. The Guest accepts responsibility for all damages, including any 'smoking related' or carpet cleaning charges or loss found at the property on departure of the Guest.

Arrangements for an early 'check in' must be requested at least 24 hours prior to Guest arrival. We will do our very best to try and accommodate these requests. Under no circumstances will early arrivals be permitted where the preceding guest is departing on the same day. A fee for early 'check in' will be required. Please note that any request for early 'check in' will be subject to the home's availability.

Check Out

Check out is on the date of departure as shown on the rental documentation, booking confirmation or registration form, at 10:00 am. Where applicable, all keys must be returned to the lockbox at the property by 10:00 am on the date of departure to enable cleaning to be completed prior to the arrival of the new guests. The Guest will be responsible for any costs incurred as a result of keys not being returned to the lockbox or having been left inside the home. The property will be checked immediately after departure. In the event that it is found that the Guest has not departed the property at the due time, then the Guest will pay a penalty charge of one day's rental each 24 hours or part thereof.

Arrangements for a late 'check out' must be requested at least 24 hours prior to Guest departure. We will do our very best to try and accommodate these requests. Under no circumstances will late departures after 1.00 pm be permitted where the next guest is arriving on the same day. A fee for 'late checkout' will be charged upon request. Please note that any request for late 'check out' will be subject to the home's availability.

The Guest accepts responsibility for all damages, including any 'smoking related' or carpet cleaning charges or loss found at the property on departure of the Guest.

Special Requests

Every effort will be made to accommodate special requests based on timeframe and availability. Please submit your request by e-mail.

Housekeeping Fees

Upon departure, all reservations will incur a 'one time' housekeeping fee. If your home requires extra cleaning because you left it in poor condition, you will be charged an additional cleaning fee. A mid-stay housekeeping service is available upon request for an additional charge. The service includes; tidying lounge and kitchen area, loading dishwasher, making all beds and cleaning all bathrooms. Please note that any request for mid-stay housekeeping will be subject to the Management Company's cleaning schedule.

Maintenance

The Company makes all reasonable efforts to maintain each property and its equipment in good working order. If necessary and wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable and at times, beyond our control. No refunds are granted for malfunctioning mechanical or electrical equipment including, but not limited to: inoperable appliances, air-conditioning units. No refunds will be given for adverse weather conditions, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment or internet access.

If maintenance services are required as a result of intentional misuse by Guests, the resulting fee, which includes call out charge, relevant supply and provision of parts, will be charged to the Guest's credit card. If it is found that a Guest reports a problem and nothing is found by the vendor, the Guest will be responsible for the

trip charge. Please report maintenance issues during office hours. Only emergencies will be dealt with after hours. All other issues will be addressed the following morning.

No Smoking

All properties are strictly Non-Smoking units. However, smoking is permitted on the balcony or patio area (please keep doors and windows closed). Your security deposit will be retained if we find any traces of smoking activity in the home due to the inconvenience of having to fumigate the whole home for the next guests. In addition, you will incur all associated costs e.g. carpet cleaning, dry cleaning, particularly bedding, extra housekeeping and any lost rental income as a result of having to move the next guest to alternative accommodation. In the event that the Guest smokes in the property, the Company may elect to evict the Guest from the property with loss of all rental money paid.

No Pets

Pets are not permitted in the property. Guests with pets are advised to place their pet at another facility. Neither the Company nor the owner of the property can be held liable for any loss or injury to a pet while staying at the property, or for any action taken against the pet or pet owner by third parties. In the event that the Guest brings a pet to the property, the Company may elect to evict the Guest from the property with loss of all rental money paid and loss of Security Deposit and levy a charge of at least \$100 per bedroom to the credit card of the Guest, to pay for additional sanitation and cleaning on the departure of the Guest and pet.

Safety & Security

Due to state fire regulations, under no circumstances should the occupancy exceed what is posted for each home. Maximum occupancy includes children and infants. Unless previously advised, no more than the maximum number of persons identified during the booking process can occupy the home.

The Guest is responsible for locking the doors to the extent of locks available at the property, closing all windows and if installed, setting the alarm system before leaving at any time during their stay.

Complaints

In the unlikely event of a problem arising during your stay in one of our homes, you should contact us between normal business hours and we will seek to resolve the matter within a reasonable period of time. If the problem has not been reported

to us, the management Company, during your stay, we cannot accept any responsibility.

Vacation Participation

If, in the opinion of any person in authority you appear to be unfit or are likely to cause disturbance or damage to the rental unit, we reserve the right to terminate your vacation arrangements with us immediately. We will not be liable to make alternative arrangements for accommodation nor will we cover any costs you incur or make any refunds.

Occupancy is specifically LIMITED to the MAXIMUM number of people indicated on the rental agreement and in the home at any time during your stay. Violation of these rules will result in loss of rent, forfeiture of deposit and you will be asked to leave.

No Owner or Guest shall make or permit any noise that will disturb or annoy any occupants of another property, or do or permit anything to be done which will interfere with the rights, comfort or convenience of such occupants. Sound and noise from radios, phonographs or other audio devices, television sets or from musical instruments or social gatherings shall be deemed a nuisance between the hours of 11:00 P.M. and the following 8:00 A.M., when audible beyond the confines of the property involved.

Owners and occupants shall not use the units, or permit their use, in such manner as would be disturbing to other Owners or occupants, or in any way as to be injurious to the reputation of the Community.

Occasions such as parties, weddings, receptions or picnics are not allowed at any of our properties. We do not rent to prom groups, school or graduation groups, fraternities or sororities, or youth groups without adult supervision. We rent only to business travelers, family groups and responsible adults older than 21 years of age; adults cannot rent properties on behalf of underage guests.

Management

Management services are provided Monday thru Friday from 9.00 am to 5.00 pm. An 'out of hours' emergency number will also be available. These hours may be subject to change without notice, depending on season.

Limitation of Liability

The Guest must ensure that children are supervised at all times. It is the policy of the Company that all children under the age of 18 years are not left in the rental accommodation unsupervised during the rental period.

The Management Company and/or the owner do not accept liability for equipment failure and/or services in the property. In the event of failure of equipment, the Guest must notify the Company within one working day such that the Company may elect to affect a remedy to the failure.

The Management Company and/or the owner do not accept liability for lost or stolen personal property of the Guest from the property during the rental period. The Company provides information and advice in the Information Folder to the Guest in an advisory capacity only, with no guarantee or promise of security, even where the Guest makes use of any advice given by the Company or its representatives. In the event that the property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then the Company, of the lost or stolen items. The Company will either make good and secure the property, or will transfer the Guest, availability permitting, to another property, where the original cannot be secured, and this will be the extent of its liability to the Guest under such circumstances.

The Management Company or its representatives may enter the property at any time, without notice, for the purposes of protection and/or maintenance of the property. Wherever possible, the Company will provide notice to the Guest prior to such entrance.

The Management Company and/or the owner accept no liability for personal loss or injury to the Guest during the rental period. The Guest must ensure that they have adequate insurance cover. The Company provides information and advice in the Information Folder or on their company website to the Guest in an advisory capacity only, with no guarantee or promise implied.

The Management Company and/or the owner do not accept any liability for the acts or omissions of any agent. These include but are not limited to, airlines, car-hire companies, travel agents, ticket agents, homeowners, or utility providers.

The Management Company does not accept liability for removal of the property from the marketplace, or transfer of the property to another company by the owner that results in the property becoming unavailable for the rental period. Wherever

such an event occurs, the Company will offer the Guest a suitable alternative accommodation of equal or better quality, subject to availability. In the event that the Guest refuses the offered alternate property, then the Guest may cancel the booking, and the Company will refund the total rental fee, less the applicable cancellation fees.

Television cable/satellite services have been provided by the owner. You will be liable for all associated costs for any programs, which includes movies that are downloaded during your stay and subsequently invoiced to the owner for payment.

The Management Company and/or the owner do not accept liability for acts of violence, nature, fire, flood, hurricane, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the Guest.

The Management Company, its owners and their agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond their control including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation of schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond their control.

Owner Closets & Garages

Most homes have locked owner's closets or cupboards for the owner's personal items. Also, some garages are locked and are not available for Guest use. Please respect these areas and do not attempt to open them.

Items Left Behind

The Management Company is not responsible for items left behind in properties. Every attempt will be made to locate lost items, but there is no guarantee that they will be found. Please check your rental home carefully before you leave. The Company is not responsible for items left behind. However, we will hold all found items for seven days (unclaimed items after this time period will be donated to charity or disposed of). If you have left something behind, we will try to locate your lost items for you. They can be shipped to you via USPS, Fed X, UPS or DHL. The Guest would need to pay all shipping costs and \$25 plus tax handling fee to the Company, as well as arrange for pick-up.

Errors & Omissions

Every effort has been made to provide accurate and complete information in both our printed material and on our website; however, it is not guaranteed. The

Management Company is not responsible for printing errors, omissions, equipment failure, and changes in amenities or furnishings made by homeowners.

Failure to comply with any of the terms will, at the sole discretion of the Management Company, result in the eviction of the Guest from the property, without any compensation or refund.

Credit Card Agreement

The Guest is providing credit card details as a guarantee of payment to the Management Company. The Guest accepts all liability for rent and charges related to the property rental, as well as any damage beyond normal wear and tear during the term of the rental period. The Guest understands that these costs will be charged to the credit card provided. In the absence of another payment agreement, the Guest authorizes the Management Company to charge the credit card provided for payment of these items.

Non-compliance with the Rental Contract, rental policies, occupancy rules, subdivision or community restrictions – as well as any illegal activity or conduct creating a nuisance, or disturbance – are each grounds for immediate eviction without refund.

Acceptance of Rental Policy

By placing a reservation with the Management Company you are deemed to have accepted our Terms and Conditions of rental.