

## **Terms and Conditions (Vacation Rentals)**

These Terms and Conditions clarify The Owner's/Property Manager Obligations to The Renter, The Renter's obligations to The Owner/Property Manager, and in the very unlikely event of any disputes, will be used as the basis for any resolution.

Please read them carefully before confirming your booking.

Check-In: From 4:00 PM

Check-Out: Before 10:00 AM

(Any check-out after 10am will occur in extra charge)

An earlier Check-In and later Check-out may be possible upon request, on a case by case basis.

Acceptance of these Terms and Conditions binds a contract between the following two parties:

The Rental Applicant (The Renter) and the property Owner/Property Manager (The Owner).

### **1. Party Members**

All persons listed on the Invoice/Booking confirmation and/or Rental Agreement or added subsequently by The Renter will be bound by the terms of this agreement. Occupancy of the property is restricted to those names listed on the Agreement or added subsequently by The Renter. The Rental Applicant is considered to be the Lead Renter and will assume full responsibility for all members of the Rental Group throughout the rental period. Information or instructions relating to this rental will be communicated to the Rental Applicant only and not to any third-party member of the Rental Group.

### **2. Payments**

A Reservation will be confirmed by The Owner once the application has been approved and initial or full payment has been processed.

For reservations of one day or more, if the reservation is made 30 days or more before the rental commences, an initial rental deposit payment of 40% or more of the rental fee will be due at the time of booking. If a reservation is made less than 30 days before the rental commences, or the reservation is less than a full week's duration, the full rental fee must be paid at the time of booking. In the event of a reservation not being accepted by The Owner, all

fees paid will be refunded immediately. Booking generated for international customers should be negotiated case by case.

No reservation may commence without full payment being cleared.

Once a reservation is received and accepted by The Owner, The Renter is liable for payment of the balance of the rental fee 30 days before occupation of the property or as it was negotiated. Non-payment by the due date will be treated as a cancellation and the deposit will be forfeited.

There is an extra charge for Barbecue Grill and pool heating. This must be requested at the time of booking.

### 3. Protection Fee

A Protection Fee is required for all bookings.

All bookings/reservations are required to include protection for accidental damage to the interior of the vacation rental home or condominium. The Damage Protection Fee provides protection for accidental damage occasioned by guests and/or their named occupants during their stay.

It provides protection against any accidental damage to the interior of the vacation rental home or condominium unit, including furniture, furnishings, and fixtures. Coverage becomes effective on the confirmed guest arrival date and at the confirmed guest check-in time, and coverage terminates at 10:00 AM on the confirmed guest departure date. Any accidental damage must be both, reported immediately to the pmc or agent by the registered guest during their stay, and acknowledged in writing by pmc for coverage to be effective. The Accidental Damage Protection Fee combined coverage is limited to payment for covered damages not exceeding U\$500.00, and the registered guest is responsible for payment of any amount exceeding U\$500.00. The Accidental Damage Protection Fee is provided by and administered through the pmc and is not an insurance policy.

Nevertheless, any damage incurred by the registered guest and/or their named occupants to the rental home or condominium unit, whether accidental or otherwise, must be reported immediately to the pmc or agent.

**The Protection Fee does not cover damages on towels, linens and extra Cleaning or Trash.**

### 4. Condition of the Property

The Property will have been inspected prior to occupation and therefore The Renter undertakes to:

- Notify the owner immediately with regard to any damage and/or maintenance issues that require attention.
- Keep the property and all furniture, fixtures, fittings, chattels and effects in or about the Property in the same state of repair and condition as found at the commencement of the Rental.
- The renter shall follow the departure instructions provided by the owner.

## 5. Occupancy of the Property

Regardless of the published maximum number of persons a property can accommodate, the number of guests occupying the Property is strictly limited to those named on the Rental Agreement or any subsequent amendment notified in writing to The Owner. The stated and agreed occupancy figure includes all persons irrespective of age, day and overnight guests.

Exceeding the number of stated and agreed persons will result in immediate eviction without refund, or a U\$100.00 per additional guest per night charge at the discretion of The Owner.

## 6. Use of Telephone and Internet Services

Properties that are equipped with telephone are for local calls only. The Renter must charge all long-distance telephone calls to either a credit/phone card or call collect, unless advised otherwise.

It is The Renter's responsibility to check for restrictions on an internet device before commencing any download.

We are not responsible for any service outage from the provider.

## 7. Pets

Pets are strictly prohibited at any property. Any evidence of pet occupation will result in a charge of U\$400.00.

The designation of "No Pets" does not indicate there have not been pets at the property at some time. The Owner accepts no responsibility for any allergic reaction or other conditions arising from occupancy of the property.

- U\$400.00 PET Penalty fee: This Penalty amount charged is to ensure that a total dandruff cleaning is done to the property upon the departure of the Guest who has brought an unauthorized pet into the home. The amount is a flat rate and it is per pet. It DOES NOT cover damages, if any, done by the pet(s) of the guest. Any damages caused by the Guest's pet(s) to the property during the duration of the Guest's is the sole responsibility of the guest. Any repair will be charge to the Guest.

## 8. Smoking

Smoking is not permitted in or around the immediate vicinity of the property. Except in designated areas.

8.1 If smoking was found to be exercised inside the property, pmc will charge the Guests the minimum amount of U\$400.00 as fee penalty. Also for any service required to restore the pmc standards.

## 9. Equipment and Facilities Provided

Equipment and facilities are provided at the discretion of The Owner and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders non-essential element unusable, the Owner does not take responsibility for replacing or refunding The Renter for the lack of use of these equipment or facilities. The equipment and facilities referred to include (but are not exclusive to) such items as televisions, DVDs, hot tubs, saunas and Jacuzzis, etc.

The Renter must report any inoperative or defective equipment to The Owner promptly! The Owner will make every reasonable effort to have repairs made as soon as possible. While every attempt will be made to ensure that all the advertised equipment and appliances are in working order at the commencement of a rental period, no reduction of rent; rebate; or refund will be issued for a mechanical failure of air conditioning, dishwasher, washer, dryer, TV or other appliances.

## 10. Repair and Maintenance

Repair and maintenance problems must be reported to us within 24 hours of occupancy or occurrence, otherwise such repairs or problems will be presumed to have been caused by you and you will be held liable for any necessary repairs. We will not be responsible for any expenses incurred by you or others unless we authorize you to incur such expenses in writing.

If you have a maintenance or repair to report/request please call customer service or agent.

If you report an issue to us and no problem is detected and it leads to an unnecessary service trip from our maintenance team to the property, you may be charged U\$45.00 fee.

You agree to allow at least 24 hours for the problem to be addressed.

We take no responsibility for issues arising from items such as power outages, utility shutoff, lightning strikes, bad weather damage, acts of god, wildlife issues, bed bugs etc. If you lock yourself out during business hours (Monday to Saturday 9-5) we will send maintenance for a U\$75 lock out fee. If you lock yourself out after business hours we will send a lock smith - you will be responsible for paying the locksmith and the charge is normally U\$250 to U\$300. If Intteli has to pay for the locksmith you authorize pmc to charge your credit card on file for all charges incurred.

- Property Management/House Managers may enter the home at any time without notice to conduct an inspection, repairs, or if suspicion arise.

## 11. Refunds

If a breakdown should occur to fundamental elements such as water systems, plumbing and electrical systems, and major appliances such as stove or refrigerator, every effort will be made to repair, replace or relocation or an appropriate refund will be made for the inconvenience caused.

This does not apply to system breakdown caused by misuse, such as plumbing blockages caused by inappropriate use of sanitary facilities.

The Owner is not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather or other circumstances beyond his control. Similarly, there will be no refunds for inclement weather, changes in water levels, conditions at neighboring properties, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.

## 12. Other Conditions of Booking

The Renter shall abide by these Terms and Conditions of Rental and any other instructions contained in the individual Property Guide and any additional information and instructions as shall be supplied in the Property or by The Owner.

## 13. LIMITATIONS OF LIABILITY

The Renter represents, warrants, acknowledges and agrees with The Owner that he/she will use the Property and its facilities in accordance with The Terms and Conditions above and the information provided and that he/she does so at his/her own risk and that he/she indemnifies and saves The Owner harmless from any personal injury, sickness or death, loss or damage, however caused, to person or property of The Renter, his/her family, or guests, before during or after the time of occupancy. Further, he/she accepts full responsibility for the use of the Property and its contents and agrees to pay for any damage to any equipment included in the Property, other than for normal wear and tear. Pmc or agent are not responsible for any item left behind after your check out.

#### 14. NO PARTIES

- No Parties are allowed (the definition of party is any gathering which has any visitors other than the occupants listed in the receipt).

- No excessive noise will be allowed after 10pm.

- No Kegs are allowed in any areas. No debris can be left in the outdoor areas. If the Licensee and/or occupants are found to be in violation, they may be evicted and will be liable for any costs associated with the eviction including, but not limited to the cost of a security company to remove the Licensees and or loss of the entire refundable deposit at the Licensor's sole discretion.

#### 15. Insects/inevitable

Please, note that as Florida is a tropical State, insects such as ants and the like are occasionally inevitable, and are not cause for complaint.

The vacation property is treated periodically as part of a pest and termite control program, and is cleaned after each rental.

We do not have control of this and will not provide a refund for such matter.

#### 16. A SPA

A spa is not a Jacuzzi hot tub and is not designed to reach a higher temperature than the swimming pool. The pool heater controller is not to be touched by the guest to increase the temperature of the pool or spa if relevant. Should the designated Management Company find that pool heater controller has been adjusted, the Guest will reimburse the Owner for any excess utilities costs.

#### **Pool Heating**

If pool heating is required, this must be requested at the time of booking or until 5 business days before arrival. There is an additional charge for this facility.

In the event that the pool heating has been requested, the Owner cannot guarantee the temperature of the pool. However, every attempt will be made to maintain the required temperature of the pool as this will vary according to various factors, the main one being the prevailing weather conditions.

In the event that air temperature drops below 50F the pool heating will shut off to prevent damage. No refund will be given in this event.

## 17. Cancellation Policy and Changing a Booking

Once a reservation has been accepted and confirmed, a cancellation can only be made in accordance with the terms below:

- The guest can cancel with 20% administrative fee until 45 days before arrival.
- The guest will be charged the total price of the reservation if they cancel in the 44 days before arrival.

## 18. Packages

We are not responsible for packages that are lost, broken, displaced or sent to the community's clubhouse and charged anything.

## 19. Essentials

Please, note that we give a starter kit with shampoo + conditioner and soap. Please, be prepared to stop by a supermarket to buy extra trash bags, extra toilet paper, salt + pepper and groceries.

## 20. Check-out Instructions

Please, note that for your departure procedures you will need to:

- Wash all pots and pans;
- Take all trash from the house to the Main community's dumpster;
- Place all dirty dishes inside the dishwasher;
- Put back all items that you have found in the garage and that includes all furniture.
- Please note that if there is extra garbage left outside the bench or garbage can, you will be charged U\$50.00. There are dumpsters in the community on which you may avoid discard the extra garbage.

\* Any amendment is subject to charge and availability.

## **COVID-19**

### **Acknowledgment**

The Guest above acknowledge(s) that they are aware of the national emergency caused by the COVID-19/Coronavirus pandemic and the evolving nature of the health crisis, including the danger of community spread and risks posed to the health of those who contract COVID19/Coronavirus.

In pursuit of Guest's objective to rent the property and Property Management Company's objective to rent the property as safely as possible, Guest and Property Management Company, confirm the following:

- When properties are accessed in-person, there is an unavoidable health risk posed because of the nature of COVID-19/Coronavirus, and contact with, or proximity to, persons or things exposed to COVID-19/Coronavirus;
- Guest will use their best efforts to minimize the health risk to themselves and to each other, and to all occupants of the properties being rented;
- Guest and Property Management Company represent(s) they are not aware of any issues with any person or property that pose a health risk to each other, and all occupants of the properties being rented.
- Guest and Property Management Company agree(s) to notify others who have accessed the property if they become aware of information that poses a danger previously unknown.
- Guest and Property Management Company(s) agree(s) in all respects to comply with the most current version of the Center for Disease Control (CDC) guidelines when accessing properties, and will not obligate Property Management Company to violate any applicable laws or orders, CDC Guidance, or otherwise compromise the safety of Property Management Company or the public to access properties.

### **Assumption of risk**

By signing this acknowledgment, each Guest fully assumes any and all risks posed to Guest that result from Guest entering properties for rent, as applicable, including but not limited to risks arising during stay and all other in-



person access. By signing this acknowledgment, each Property Management Company assumes all risks posed to Property Management Company that result from guests entering Property Management Company's property, including but not limited to risks arising during stay and all other in-person access of properties.

By signing below, you certify that you have read and agreed that you understand the meaning and intent of this agreement that you will abide by the rules knowingly.

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