

HAKUNA MATAPA VILLA

MEANS "NO WORRIES FOR THE REST OF YOUR STAYS..."

SHORT TERM RENTAL AGREEMENT

1. Guest(s) acknowledges and understands that he (she) is a licensee of the Company and not a tenant; and that he (she) is not acquiring any interest in the property. The Guest agrees, and the Company permits the Rental Period to begin and end on the dates as shown on the Confirmed Rental Arrangement.
2. It is understood that the Property is privately owned including the furnishings. Vacation2Florida acts as an agent only.
3. Occupancy and use of premises shall not be such as to disturb or offend neighbors or residents. The Agent has the prerogative to terminate this agreement and to ask disruptive Guests to vacate the premises.
4. Information regarding individual listings is believed accurate but cannot be guaranteed. Guest inspection of the premises is encouraged.
5. REFUNDS WILL BE MADE ACCORDINGLY:
20% DEPOSIT AT BOOKING IS NON-REFUNDABLE.
BALANCE IS DUE SIX WEEKS PRIOR TO ARRIVAL DATE.
IF WRITTEN CANCELLATION IS MADE 6 WEEKS TO 2 WEEKS BEFORE ARRIVAL DATE,
50% OF THE BALANCE WILL BE REFUNDED.
NO REFUNDS WILL BE GIVEN IF CANCELLATION IS LESS THAN 2 WEEKS PRIOR TO
ARRIVAL DATE.
6. The Guest(s) acknowledges and understands that check-in time is no earlier than 4:00pm and check-out time is no later than 10:30 am. In the event it is found that the Guest has not departed the property on the date of departure, at the due time, then the Guest will pay a penalty charge of one day's rental. Within 12 hours of arrival at the Property, the Guest agrees to review the list of inventory items and inspect the Property. Failure to report any discrepancies or damage within the 12 hour period will be deemed confirmation that the Guest accepts the Property as found, and accepts responsibility for all damages or loss found at the Property on departure of the Guest.
7. Guest(s) shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest(s) use of the premises or the items of personal property provided by Vacation2Florida.com, or the Company at Guest(s) request. Guest(s) shall inspect and be familiar with proper use and application of such items prior to using them. Guest(s) hereby agrees to INDEMNIFY and hold Vacation2Florida.com and Company/Owner harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest(s) assumes the risk of injury or other losses relating to any recreational activities and will hold owner and its agents harmless with respect there to.

The Company makes all reasonable efforts to provide advice and safety information. This information can be found at the Property. It is the responsibility of the Guest to ensure that they have read and understood the contents and advice given upon arrival at the Property. The Company is willing to provide any and all further information pertaining to the Property providing the Guest has first read the handbook at the Property. In addition, the Company states the following:

* The Company, Owner, and/or Agent 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 and/or Agent within one working day such that the Company may elect to effect a remedy to the failure.

* The Company, Owner, and/or Agent do not accept liability for lost or stolen personal property of the Guest from the Property during the Rental Period. The Company may provide information and advice in the handbook to the Guest in an advisory capacity only, with no guarantee or promise of security, even where the Guest make use of any advice given by the Company or its representatives. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then the Company and/or Agent, of the lost or stolen items.

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

* The Company, Owner and/or Agent accept no liability for personal loss or injury to the Guest during the Rental Period. The Guest must ensure that they have adequate insurance coverage. The Company provides information and advice in the handbook to the Guest in an advisory capacity only, with no guarantee or promise implied.

* The Guest must ensure that Children are supervised at all times. It is the policy of the Company and Owner that all Children under the age of 18 years are not left in rental accommodation un-supervised during the rental period.

* The Company, Owner, and/or the Agent 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 Company, Owner, and/or Agent do not accept liability for failure of pool heat to provide adequate heating where pool heat is provided via an electrical heat pump, and where the outside air temperature drops below 55 degrees Fahrenheit. Electric heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool is outside of the Company's control, and is regarded as an act of nature (see below).

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

* Failure to comply with any of the terms herein will, at the sole discretion of the Company, result in the eviction of the Guest from the Property, without recompense

8. Guest(s) shall leave premises in clean, undamaged condition. If unit is not left in suitable condition, guest

understands that the Company reserves the right to charge guest for any repairs or special cleaning. Refer to departure instructions listed in Booking Confirmation.

9. If unit is equipped with a telephone, Guest(s) agree to make all international long distance calls collect, by credit card or charge to a third number.

10. The Guest agrees and acknowledges that the Company will not release the Property or any service prior to receipt by the Company of payment in full. Failure of the Guest to pay rental or for any service will result in removal or refusal to supply said service, including, but not limited to provision of accommodation in the Property. Such removal and or refusal will not alter the terms and penalties associated with cancellation.

* The Guest agrees to pay the Total Rental Fee as shown on the Booking Confirmation within the due dates as set out on the booking confirmation. Final and full payment is due six weeks prior to arrival. In the event of late payment, or failure to pay, the Company reserves the right to levy the cancellation penalty percentage charges against any money that the Guest has paid in advance and cancel the booking of the Guest. Where the money paid in advance is insufficient to cover the calculated percentage, the Company reserves the right to exercise any legal remedies to pursue the amount owed by the Guest.

* Where the Guest chooses to amend their booking 6 weeks or more prior to arrival, resulting in a change in a change of dates of stay, a \$100 Booking Administration Fee will be levied. Where the guest alters the booking resulting in a reduction in the number of nights, the Company will charge the \$100 Booking Administration Fee in addition to any additional fees as set forth with regard to cleaning charge or rate changes accordingly.

* Any changes to existing bookings within 30 days of arrival will not be permitted.

* The Company reserves the right to amend rates at any time. Pre-existing reservations, where the Guest has made a payment, will remain at the pre-increase pricing.

11. The Property offered for short-term rental through the Company is provided on a self-catering basis. The Company provides complimentary starter soap, toilet paper, paper towels, napkins, trash bags, aluminum foil, plastic wrap, zipper seal bags, laundry detergent, bleach, fabric softener, dish soap, dishwasher detergent, coffee filters, and condiments such as salt, pepper, ketchup, mustard, mayonnaise, and sugar. Once these items are used, it is the guest's responsibility to replenish them. The Guest may elect to order groceries and supplies in advance from the Company at a nominal shopping charge in addition to the actual cost of the requested items. Please contact the Company to inquire and order additional grocery items.

12. Credit card details are requested as a security deposit against loss/damage. No payment will be taken from the card unless we are advised by our Agent that loss/damage has occurred. Guests shall be held liable for the cost, without limit, of making good any and all damage or loss to the property, its furnishings or contents (including excessive use of the phone or utilities and/or leaving the villa in such condition that warrants extra cleaning), occasioned during the rental period.

The Guest agrees that the Company can also charge additional fees to cover:

- * Early arrival or late departure charges
- * Loss or breakage of inventory items

- * Damage to the Property or its equipment
- * Unauthorized Pets

Where loss or damage to the Property, inventory, or equipment has occurred, the Company will send notification to the Guest regarding the loss/damage and the amount of such loss/damages. The Company will then charge the credit card for such damages. In the event that the Guest fails to pay, the Company reserves the right to exercise any legal remedies to pursue the amount owed from the Guest. Where the Company finds damage or loss to the Property following the Guests departure that, in the view of the Company, constitutes malicious or wanton damage, the Company reserves the right to notify law enforcement authorities and prosecute, in addition to billing the Guest for the full amount of repair or replacement, and the Guest agrees to pay within 14 days.

13. Pets are not permitted in the Property. Guests with pets are advised to place their pet at another facility. 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 and/or its Agent may elect to evict the Guest from the Property with loss of all rental money paid and/or levy a charge of at least \$150 per bedroom per week to the credit card of the Guest, to pay for additional sanitation and cleaning on the departure of the Guest and pet.

14. The Company agrees to a Service Level for the remedy of any problems found at the Property, either on arrival of the Guest, or during the Rental Period, as follows. The Company and/or Agent will provide a response to remedy problems that, at the sole discretion of the Company and/or Agent, constitute emergencies, which would affect the safety of the Guest. Any problems arising during the Rental Period at the Property that do not constitute an emergency as determined by the Company and/or Agent will be remedied during or after the Rental Period, based on the severity of the problem, at the sole discretion of the Company and/or Agent.

The Company and Agent make all reasonable efforts to maintain the Property and its equipment in good working order. Wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools and/or spas. No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telephones, cable reception, computer equipment or internet access.

BY CLICKING AFFIRMATIVE FOR AGREEMENT ON THE BOOKING FORM AND BY SUBMITTING THE RENTAL DEPOSIT YOU AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE AND AS POSTED ON HAKUNAMATATAVILLA.COM