



# MICKEY MOUSE MANOR

## RENTAL AGREEMENT

- 1. RESPONSIBLE PARTIES:** The terms and conditions apply to the contract between "The Owner" and the person signing the Rental Invoice or making the online booking, also referred to as the "Renter", who must be over 25 years of age and who shall sign this form or make the online booking on behalf of all persons herein. No contract shall exist until The Owner has received a signed Rental Invoice or an online booking together with the correct "initial payment" and / or "full payment".
- 2. OCCUPANCY LIMIT:** Our home has a maximum occupancy of 11 persons + 1 infant. This limit is part of your agreement and must be strictly observed. People other than those in the guest party may not stay overnight in the property. Any other person in the property is the sole responsibility of the guest. If it is found that the occupancy limit in the home exceeded 12 persons for overnight guests, the guest will be asked to vacate the property immediately with no refund of rental monies.
- 3. NO SMOKING:** Smoking is NOT permitted both inside the home and also in the lanai / pool area. Guests found to have smoked inside will be required to pay for additional cleaning and deodorizing and will be asked to vacate the property with no refund of rental monies.
- 4. LIMITATION ON LIABILITY:** The owners or owner's agents do not accept any liability whatsoever for death, personal injury, sickness, accident, delay or loss of luggage or personal effects or any other loss or misadventure which may occur whilst renting the property. It is the responsibility of an adult member of the party to ensure that children are properly supervised at all times within the pool and surrounding area. No diving or horseplay in the pool is allowed. Glass is not permitted in the pool area. By entering into this contract all parties become guests of Windsor hills Resort for the duration of the your stay, however the use of the community pool, tennis courts, basketball courts, volleyball courts and recreation area is entirely at your own risk. Please bear in mind that the home is situated on a development which consists of both residential and vacation homes and is subject to home owner association regulations to which you must comply. If for any reason you are in breach of the association rules the owners or management company cannot be held responsible. This waiver is also applicable to people visiting the property as guests of the client.
- 5. INSURANCE LIABILITY:** Although every effort has been made to ensure that our villa is in perfect condition for your holiday, we cannot accept responsibility for any third party claims, accidents or damage to or loss of your property, any loss of public supplies such as water, electricity or for any expense incurred for any reason. Strikes – adverse weather conditions – war – civil and military disorder – riots – natural calamities. All of these constitute a Force Majeure and as such, are not the responsibility of the villa owners. Any additional expenditure borne by the guest(s) caused by such conditions will not be reimbursed, nor will any services lost thereby be recoverable, so guests are required to have appropriate travel/holiday insurance for the period of the holiday.



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**6. BEHAVIOR:** We expect all our guests to behave reasonably and have due consideration for other people. In the event of a guest behaving in such a way as to cause or be likely to cause, in the opinion of our Management Company, danger, distress, annoyance to any party or damage to the property, we reserve the right to terminate your property rental. In this situation, our responsibility for your rental arrangements will immediately cease and we will not be

responsible for meeting any costs or expenses you may incur as a result, paying any compensation or making any refunds. Clients should treat the property with respect and leave the home in a clean condition. Nothing should be allowed to interfere with the quiet or comfort of other residents.

**7. PET POLICY:** Pets are NOT allowed in our home.

**8.** Check-in is after 4PM on the date of arrival. Check-out is no later than 10AM on the date of departure.

**9. CHECK-OUT PROCEDURE:** Check out is at 10AM PROMPT. Late check-out without prior arrangement will result in an additional fee of \$200 which will be deducted from the damage deposit. The vacation home instruction manual will detail what you are requested to do when checking out. This usually means taking out the trash, emptying the fridge, loading and starting the dishwasher with all used dishes, loading and starting the washer with the towels used, putting back furniture, toys, cribs, play yard and other items back in their original place, and securing the door when you leave the home. If you are unclear of your responsibilities call the property manager for clarification.

**10. POOL / SPA HEAT:** Pool heat, if paid for in advance, will be switched on for 10 hours per day from 8AM to 6PM. Local law states that Pool Heat will not exceed 88 deg F. Spa heat, if paid for in advance, can be turned on 24 hours a day using the timer control in the pool area. Spa will be set at 102 deg F. Pool heaters have electrical/mechanical components that can sometimes break. In case of an issue, we will do everything in our power to rectify any problems with malfunctioning equipment as quickly as possible.

**11. POOL CLEANING:** A weekly pool service is supplied at the home and it is important to remember that adverse weather and high bathing loads can cause debris to be dispersed into the pool. In these instances, the pool will be serviced on its next scheduled service day.

**12. CHILD SUPERVISION / SAFETY:** that it is against Florida Law to leave a child under the age of 18 in charge of a minor unless a YMCA Certificate of Child Minding is held. It is particularly important that children are supervised at all times in and around the pool areas, the pools are between the depth of 5 to 6 feet. DO NOT LEAVE CHILDREN UNATTENDED. THE DOORS LEADING INTO THE POOL AREA HAVE DOOR ALARMS. DO NOT TAMPER WITH THESE LIFE SAVING DEVICES. THERE IS A PENALTY OF \$500 FINE OR 1-YEAR IN JAIL IF THESE DEVICES ARE TAMPERED WITH.

**13.** Keep the property and all furnishings in good order.

**14.** Only use appliances, grill and game room equipment for their intended uses.



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**15. MANAGEMENT SURCHARGE:** The management company is available to help you fix any issues or items that are in disrepair during your stay, within reason. However, additional charges apply in situations where the owner has to send someone out to fix or repair or pay extra for cleaning. Some examples are:

- Frozen A/C (this could happen if thermostat temperature is placed below 73 degrees) \$200.00
- Plugged toilet \$75.00
- Grill cleaning (if not cleaned after use) \$100.00
- Moved furniture and not returned to original placement \$75.00
- Smoking inside home / screened-in lanai / pool enclosure \$200.00
- Excessive required clean or also considered a double clean \$200.00
- Check out after 10AM or "late check-out" is considered extra day charge.
- Extra charges may be incurred for extra work such as removal of stains from stained linens & towels (bleach/blood/drinks etc.), carpet & furniture stains requiring professional cleaning and so on.

**16. CLEANING:** Each guest is responsible as a part of this agreement to leave the home in the same degree of cleanliness in which it was found when they checked in. Should you occupy a home that has not been adequately cleaned, contact the Management Company immediately, so that we may rectify the situation.

**17. SUBLETTING:** The home may not be sub-let without prior approval.

**18.** Owner reserves the right to move guests to equal and suitable accommodations in the event of any unforeseen problems or circumstances.

**19. PARKING:** In compliance with the covenants, conditions and restrictions for the sub division where the home is located, no parking is permitted in any easement areas or the street area in front of the house. In addition, no truck larger than two tons in total weight, trailer, recreational vehicle, boat or similar vehicles shall be stored kept or parked contiguous to, on or about any lot.

**20. BBQ Grill:** As a courtesy, we provide complimentary gas BBQ grill to our guests. Guests who use the BBQ grills are responsible for cleaning them after their use. Guests may be charged up to \$100 for cleaning of the grill if they are not cleaned by the guest after use. Guests are solely responsible for using appropriate safety precautions in using grills on the Premises, and shall be liable for all damage resulting from misuse of any grill.

**21. STARTER SUPPLIES:** Mickey Mouse Manor is self-catering and has an starter supply of consumables such as 1 roll of toilet paper per bathroom, 1 roll of paper towels, 1 trash bag per receptacle and so on. Once these have been used it is the responsibility of the guest to replenish these items for their use for the remainder of their stay. No other items such as laundry detergent, dish liquid or any other cleaning supplies / personal items will be provided. Guest is responsible for providing their own supplies.



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**22. HOUSEKEEPING:** There is no daily housekeeping service provided in the rental rate. Before check-in, the home will be thoroughly cleaned and inspected by a professional cleaning company and clean sheets and towels will be provided. Mid-stay cleaning services during your stay can be requested for an additional fee.

**23. FOOD CONTAINERS:** As per Florida law, no open food can be left behind in the refrigerators or kitchen closets after check-out. Any food left behind by the guest after check-out will be promptly discarded by the cleaners. We request that guests empty the refrigerator and discard all food items prior to checkout.

**24. GARBAGE COLLECTION:** There is valet service for garbage collection on every day of the week. Enclose the garbage in trash bags and place the trash bags inside the trash receptacles outside the front door. Trash may not be left outside the receptacle. In case of excess trash they may be disposed at the dumpster on Dinville Street near the children's playground.

**25. CANCELLATION:** All cancellations must be received in writing and confirmed. In the event that a guest cancels a reservation, or the owners has to cancel a reservation due to non-payment of the balance due within the time allowed before arrival, cancellation charges will be made as follows:

- More than 60 days before arrival date: Full refund of rental amount paid.
- Less than 60 days before arrival date: 100% of rental amount paid.

Conditional Refund: If cancellation is less than 60 days from date of arrival; In the event that we can fill your cancelled dates with another reservation, you will be refunded the amount paid and occupied by the new reservation that overlaps with your dates, less a \$50 administration fee. This conditional refund will be processed within 7 days after the original departure date.