

Rental Rules / Contract

Mickey's Escape Emerald Island Resort, Kissimmee, FL

1. CHECK-IN TIME IS AFTER 4 P.M. EST AND CHECK-OUT IS 10 A.M. EST.

NO Early Check-in or late check-out.

2. This is a NON SMOKING unit.

3. Pets are not permitted in rental units under any conditions.

4. ACCIDENTAL DAMAGE WAIVER – The Guest has paid an Accidental Damage Waiver (ADW) premium to the Company or the Owner (amount shown on the Rental Invoice) prior to arrival. The Guest agrees that the Party Leader remains responsible for all loss from the property or its inventory during the Rental Period. The Guest must complete and return the Registration Form (provided on arrival) within one working day to protect their ADW from claims made as a result of accidental damages found during their stay, or within 72 hours following their departure, up to a maximum value of \$500.

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

- Early arrival or late departure charges
- Non-return of keys
- Loss or breakage of inventory items
- Damage to the Property or its equipment
- Unauthorized Pets

Where loss or damage to the Property, the inventory, or equipment exceeds \$500, the Owner will bill the Guest for the shortfall, and the Guest agrees to pay within 14 days. In the event that the Guest fails to pay any such shortfall, the Owner 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 Owner, constitutes malicious or wanton damage, the Owner 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.

5. PAYMENT – Advance payment of 20% of the Total Rental Fee is required to confirm a booking. Full payment is required 60 days before arrival. The advance payment will be applied toward the room rent. Please make payments in the form of credit card, bank money orders, cashiers checks or personal checks payable to David Skomo. The advance payment is not a damage deposit.

6. CANCELLATIONS: 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 Owner will levy the following cancellation penalty:

- From initial date of booking up to 60 days prior to the arrival date: full refund of amounts paid minus a \$45 administrative fee.

- Within 60 days of arrival date NO REFUND will be offered.

- No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues.

The Owner regrets that it is unable to waive any of the cancellation charges above, whatever the circumstances. The Owner recommends that all guests take out adequate cancellation or vacation insurance either through their insurance broker or travel agent. Alternatively, the Guest may elect to purchase cancellation protection through third party vendors such as insuremytrip.com.

7. BASIS OF RENTAL – Properties offered for short-term rental through the Owner are provided on a self-catering basis. The Owner provides complimentary starter soap, toilet paper, and trash bags. Once these items are used, it is the Guest's responsibility to replenish them.

8. MAXIMUM OCCUPANCY- The maximum number of guests per condominium is limited to ten (10) persons. THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM STAY.

9. Longer minimum stays may be required during holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.

10. INCLUSIVE FEES – Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.

11. NO DAILY MAID SERVICE – While linens and bath towels are included in the home; daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the home.

12. RATE CHANGES – Rates subject to change without notice prior to confirmation.

13. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

14. LATE CHECK-OUT – Any guest that does not depart by 10:00 am on the date of departure will be charged an hourly surcharge of \$50 unless the Guest has made a prior agreement with the Owner of late departure.

15. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

16. TRAVEL INSURANCE: We highly recommend your purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

17. LIMITATION OF LIABILITY - The Owner makes all reasonable efforts to provide advice and safety information. This information can be found in the Home-Pack at the Property. It is the responsibility of the Guest to ensure that they have read and understood the contents and advice given following arrival at the Property. The Owner is willing to provide any and all further information pertaining to the Property providing the Guest has first read the Home-Pack. In addition, the Owner states the following:

• The Company (Property 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 1 working day such that the Company may elect to affect a remedy to the failure.

• The 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 Home-Pack 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 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 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 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 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 Home-Pack 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 that all Children under the age of 18 years are not left in rental accommodation un-supervised during the rental period.

• The 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 Company and/or the Owner 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 and/or the Owner's control, and is regarded as an act of nature (see below).

• The Company and/or the Owner do not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure 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 or refund.