

## **Booking Terms and Conditions:**

### **Thank you for choosing Mickey's Magical Villa for your vacation!**

**In the following agreement, You(r) refers to the renter and We (our) refers to the owner of Mickey's Magical Villa.**

#### **Rental Payments:**

1. A Reservation/Damage deposit of \$500 is required to reserve the villa. This must be received in order to reserve your vacation dates. The reservation deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the provisions of the security bond section are met.
2. The full rental amount is due 60 days prior to the arrival date. If you are reserving within 60 days the Total Reservation Amount plus the \$500 security deposit, is due immediately. The Total Reservation Rental amount will automatically become non-refundable but the \$500 security deposit would be returned to you should you cancel.
3. All Reservations will be confirmed once Payment has been received and cleared. This will be via email confirmation within 24 hours of cleared payment.
4. We will email you all the information that you will require to locate and access the villa, the week before your check in date.
5. In the unlikely event we have to cancel your RESERVATION Due to unforeseen circumstances, we will refund all monies paid to us. Under no circumstances will any compensation be paid to the renter in the event of a cancellation of a booking.
6. We are pleased to accept Payments by Wire Funds, Credit Cards via Pay Pal, Check, Money Order or Bank Check. We will absorb all Credit Card fees for payments of the \$500.00 Reservation/Security Deposit charge only. When paying Total Reservation Rental Amount all Credit Card payments via Pay Pal Transaction will incur a 4% charge to cover the fees charged to us. This charge can be avoided by paying by via Bank Wire or check. Bank Wire details/Check Details will be on your reservation confirmation.
7. Minimum stay is 3 nights at owner's discretion depending on availability and season. If you have reserved a vacation home for less than 7 nights and opt for pool heat the charge will be \$30 per day in addition to the \$110 cleaning fee plus 13% Florida Sales Tax.
8. All Final Payments must be made 60 days prior to the arrival date submitted on your booking agreement. We will communicate via email. It is the renter's responsibility to inform us of any email address changes. Failure to respond to final payment reminders could result in cancellation of Reservation.
9. Renter hereby authorizes us to charge the credit card for the cost of repairs, replacement or extra cleaning for all damage, breakage and/or loss incurred during his/her stay. In the event of damage to the premises, its equipment, furniture, or carpeting, Renter shall be responsible for damage costs exceeding the security deposit, including collection costs and attorney's fees. Documentation & Photographic evidence detailing damages and charges will be provided to the guest.
10. Quotes: Our quotes are valid for 14 days and prices are subject to change without notice

#### **Security Bond**

The \$500 security deposit is intended to cover any damage during your stay, for which you the Guest are solely responsible. The bond is fully refundable within 14 days of the departure date after confirmation from the local management company that no loss or damage has occurred. The Villa Owner reserves the right to exercise any legal remedies to pursue the amount owed from Guest. Please note intentional damage or gross negligence to the Vacation Home will result in additional costs. The guest agrees that the lead name submitted on the booking form remains responsible for all loss from the property or its inventory during the Rental Period. If final payment is done via bank wire, check, money order or bank check, a valid credit card

must be provided to the owner to put on file for security purposes, when sending in final payment. The Lead name on the Reservation Authorizes us to charge any additional fee to cover:

1. Non-return of Keys/Electronic Cards if applicable
2. Damage caused to the home
3. Unauthorized Pets

## **Pool Area/Heat**

If Renter has ordered pool heat, Renter understands that should the temperature drop below 55 degrees the pool heater may shut off, and that there are no refunds for pool heat. Refunds will only be provided if the pool heater is physically broken and verified by the local management company. The renter must have this in writing from the local management company. The pool Safety fence must be kept erected at all times for the safety of children. The pool is cleaned and chemically balanced every week for your safety and comfort; however, on rare occasions it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels. Should this occur during your stay it will be necessary for you to be out of the pool for a period of 12-24 hours for safety reasons.

**Please do not allow unsupervised children to use the pool, spa, garage or any such areas. Items such as clothes, toys etc. must not be left in the spa.**

**Pool Waiver- By clicking our agreement of terms, guest agrees to use the pool and hot tub at their own risk and will not hold the villa owners responsible for any injury or death.**

## **CANCELLATION POLICY:**

**Renter understands and accepts the cancellation policy of Mickey's Magical Villa as follows:**

**If you should have to cancel your reservation, please notify us in writing immediately. In the event of cancellation, the following charges apply:**

**61 days prior to the arrival date Loss of Reservation Deposit applies. (In some cases this can be transferred to another date, we will do everything we can to work with you)**

**60 days or less- 100% Rental Charge. For most reasons beyond your control cancellations will be covered by your Travel insurance if you choose to buy your own policy.**

**We reserve the right to treat the booking as cancelled if we do not receive the payment by the due date.**

## **Misc. Items:**

- **In case of "force majeure" your booking may need to be terminated prior to the scheduled conclusion of your booking, this is unlikely to occur, although if the situation arises we will not be able to offer refunds, Your Travel Insurance may cover you for these events.**

- **The owners will not be liable for loss or delay occasioned by strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, flood, storms, hurricanes, technical/weather, problems with transport, aircraft grounding, closure of airports.**

- **Mickey's Magical Villa does have a local property management company and we reserve the right to change without notice fixtures, fittings and general decor as part of ongoing development and maintenance of the property. We will not be held responsible for any acts, omissions and changes beyond our control, of our principals (such as rental management**

company or their employees/contractors) or of those for whom we act in the capacity of agents, over whom we have no control

- In the unlikely event that due to circumstances beyond our control we need to make changes or cancel your booking, we will inform you as soon as possible. We reserve the right to cancel any bookings at any time, and will only be held liable to refund monies already paid by you the renter.
- Guests using our homes are responsible for all damage and missing inventory items or loss occurring during their stay and the cost of repair/replacement - please note that guest liability in this respect is not limited to the security deposit amount.
- 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 villas are treated periodically as part of a pest and termite control program, and are professionally cleaned.
- Although every effort is made to provide you with accurate information, all information given and descriptions given are only a guide and may vary over time. In the event mistakes occur, we accept no liability.
- The owners of Mickey's Magical Villa do not accept liability for any injury, Damage or Loss sustained by any Member of your party or by any persons entering the Home during your rental period.
- Jurisdiction: This contract is subject to and shall be construed solely in accordance with the laws of the state of New Hampshire in the United States of America and all parties hereby submit this exclusive jurisdiction.
- CHECK-IN TIME IS 4 P.M. EST AND CHECK-OUT IS 10 A.M. EST.  
NO Early Check-in or late checkout because we need to give the cleaning team ample time to make the home spotless for you. Failure to do so could result in Management Company Charges passed onto the renter.
- NO PETS ALLOWED
- Maximum Occupancy is 8 guests
- Villa will not be rented to vacationing students or individuals under 25 years of age unless accompanied by an adult guardian or parent.
- SMOKING IS NOT PERMITTED INSIDE OR OUTSIDE THE PREMISES GROUNDS (POOL AREA INCLUDED). If you must smoke, you are advised to do so outside on the public street.
- BBQ's must not be used inside of the Pool area. Charges will apply for cleaning of the Pool Deck. BBQ's must only be used on the lawn area outside of the pool screen, Guests will held responsible for all damage resulting from misuse of BBQ.
- If you experience any problems during your stay, please contact the Management Company immediately, an emergency number will be provided and they will rectify the matter as soon as practically possible. If you are not satisfied, please do not hesitate to call Bob Freed at 603-533-0678.
- The Villa Owner accepts no responsibility or liability for loss or injury while guests are staying in the property or using the facilities of the development. Guests are required to have appropriate insurance in force for the period of their trip. Loss or injury should be notified to your appropriate insurance company immediately.
- Parents at all times must supervise children when using pool facilities and the facilities of the development. Glass is not permitted in the pool area.
- We accept no responsibility or liability for failure of equipment in the rental property. After notification of failure, the Management Company will rectify the problem in a reasonable and

timely manner.

- **This Reservation becomes a binding agreement once you submit or send Payment in or give us your credit card information for your Reservation Rental Deposit. By sending a payment in or providing a credit card number in response to your booking our villa, with us, constitutes your acceptance and agreement to these terms, conditions, and restrictions as printed above.**

- **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**

- **YOU ARE AGAIN REMINDED OF THE ADVISABILITY OF TAKING OUT ADEQUATE TRAVEL INSURANCE FOR ALL MEMBERS OF YOUR PARTY.**

**We Wish You and Your Family a Great Vacation!**