

houseatdisney.com
P.O. Box 40
Hudson, MA 01749-0040
(978) 562-4132
(978) 235-2528 (cell)

MAXIMUM OCCUPANCY 8 PEOPLE

RESERVATION TERMS & CONDITIONS

1. CUSTOMER SUPPORT/CORRESPONDENCE

All customer support and/or correspondence is in English only. Please make sure you read all documents carefully or have someone translate them for you.

Write us at: houseatdisney.com; Laurel Cohen; P O Box 40; Hudson, MA 01749-0040

Call us at: 978-562-4132, leave message if no one is available as messages are checked regularly.

E-mail us at: jensdisney@comcast.net

2. DEPOSIT

A deposit of 20% of the total value of the rental of the house (minimum \$200.00 rental deposit) is required to hold reservation for the period along with a signed, completed reservation form. The balance is required 5 weeks prior to arrival date at the house. For reservations made less than 5 weeks prior to arrival date at the house the full amount is required at the time of reservation. Returned checks will automatically cancel booking and are subject to a \$50.00 charge to cover bank charges and our administration fee. Cancellation fees will also apply as described below. If you still desire to book reservation payment must be made by bank wire transfer.

3. CANCELLATIONS

The deposit/prepaid rent will be treated as part payment of the total amount due. If the balance is not paid within 5 weeks prior to rental date, houseatdisney.com, Steven Cohen and/or Laurel Cohen shall have the right to cancel the booking without further notice.

In the event of cancellations our refund policy is as follows:

- a. More than sixty (60) days - refund of deposit minus a \$100.00 (USD) administration fee
- b. Less than sixty (60) days no refund will be allowed.
- c. Reservations for holiday periods (high season) as shown on our rate schedule and reservations for four (4) weeks or longer will not be entitled to any refund of deposit/prepaid rent.
- d. Any cancellation and/or change in reservation must be in writing.

Force Majeur

houseatdisney.com, Steven Cohen and/or Laurel Cohen shall not be liable for costs or losses incurred due to delays or cancellations in the client's vacation. Nor shall the client/guest have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond houseatdisney.com, Steven Cohen and/or Laurel Cohen's control. These situations include but are not limited to: Acts of God, War, Insurrections, Government restrictions, Natural disasters (earthquakes, hurricanes, floods etc), Riots or other major upheaval, Performance failures of parties outside the control of the contracting party (e.g., disruptions in telephone service attributable to the telephone company or labor actions by employees of a common carrier), Any other cause beyond the reasonable control of the party whose performance has become affected. houseatdisney.com, **Steven Cohen and/or Laurel Cohen strongly suggest that all clients purchase low & reasonably costing Travel Insurance for their own protection.**

4. CHANGE OF CONFIRMED RESERVATION

If after acceptance of reservation, the clients wish to alter confirmed reservations an amendment fee may be charged (\$50.00 USD), if the alteration is made less than 90 days prior to rental date cancellation fees may be applied. Any amendments to the original booking will not be effective until it is received and agreed to in writing by houseatdisney.com, Steven Cohen and/or Laurel Cohen.

5. CAPACITY OF VACATION HOME

The total number of people allowed in the villa at one time is limited to the number of people listed on the reservation form (maximum 8 people). Should a group misrepresent themselves they may be asked to leave the vacation home without refund.

6. WHO MAY OCCUPY VACATION HOME

Only persons named on the reservation form may occupy the villa.

The maximum number of people allowed in the villa is 8 people. EVERYONE in your group counts as an occupant; adults and children of any age, including infants and toddlers.

Sub-letting, sharing or assigning is strictly prohibited

All persons under the age of 21 must be accompanied by an adult 21 years of age or older.

7. CHECK IN/CHECK OUT TIMES

The villa will be available to guests after 4:00 PM Florida time. Early arrival and/or late departure may incur additional charges. Check out time is 10:00 AM Florida time. Failure to comply will result in a charge of \$25.00 for every fifteen minutes after 10:00AM and you will be asked to leave the premises.

8. USE OF SWIMMING POOL

Door and window alarms are on all doors and windows leading to the swimming pool area. Disabling of these alarms is strictly prohibited by law and will result in additional charges.

Children are required to be accompanied by and supervised by an adult at all times when using the swimming pool or in the pool deck area.

No diving in pool, the pool is not deep enough.

For your own safety, please do not bring glass or bottles into the pool area.

No bubble bath or similar liquids are to be used in the pool.

Pool heat is available for an additional charge and runs from 10:00 AM – 6:00 PM. Pool heat must be ordered and paid for prior to arrival.

Pets are not allowed in the swimming pool or pool area.

9. WIRELESS INTERNET ACCESS

The user assumes all responsibility for the use of the wireless network, houseatdisney.com, Laurel Cohen, Steven Cohen and/or Management Company shall not be responsible for any alterations of or interference with a laptop's configuration or operation or data files resulting from connection to the wireless network. houseatdisney.com, Steven Cohen and/or Laurel Cohen shall not be liable for the consequences of wireless network use in any way, including the transmission of computer viruses, loss of data or e-mail, or any harm resulting from the use of the wireless network. houseatdisney.com, Steven Cohen and/or Laurel Cohen shall not be liable for the loss or compromise of any confidential or sensitive, or any other information, and for any and all damages resulting from that loss or compromise.

Houseatdisney.com, Steven Cohen and/or Laurel Cohen do not guarantee uninterrupted service, error free connections or that all devices will be compatible with the wireless internet service.

Users must know how to configure their own equipment. houseatdisney.com, Steven Cohen, Laurel Cohen and/or Management Company cannot configure a guest's laptop or network card or help establish a wireless network connection. houseatdisney.com, Steven Cohen, Laurel Cohen and/or Management Company do not provide wireless network cards or laptops to guests. houseatdisney.com, Steven Cohen, Laurel Cohen and/or Management Company are not available for computer training or troubleshooting of a guest's computer.

Wireless connections may be less secure than a wired connection. Virus and security protection are the user's responsibility.

10. PROBLEMS DURING STAY

Should any problem occur with the accommodations during your stay, houseatdisney.com, Laurel Cohen, Steven Cohen and/or Management Company, and/or local company managing property must be informed immediately. Phone numbers will be provided upon reservation confirmation. Houseatdisney.com, Laurel Cohen, Steven Cohen and/or Management Company, and/or local company managing property will endeavor to make matters right. Any problems not reported to houseatdisney.com, Laurel Cohen, Steven Cohen and/or local company managing property after returning from your vacation will not be considered.

"Lock-outs" (left keys in villa, lost keys, etc.) may incur an additional fee.

Guest may be asked to immediately vacate rental premises, without refund or compensation, in the event of unnecessary and loud noise (nuisance or disturbance) or other illegal activities.

11. SMOKING PROHIBITED

Per Florida State Law: smoking is strictly prohibited in our home. If the cleaning crew detects an odor of smoke in the home upon your departure, you may be charged an additional cleaning fee. If you must smoke please go outside to side yard or front yard.

12. CONDITION OF HOME

The guest must allow the owner and/or any of their agents the right to enter the property to carry out necessary maintenance.

Our management company will advise us of any loss or damage to the villa following your departure. They will also provide a report on the general condition/cleanliness of the home.

Any loss, damage or cleaning fees in excess of the damage waiver/security deposit amount will be fully reimbursed by the lead renter within one (1) week (7 days) of notification of additional expenses. Repairs and/or replacement of damaged/missing items in regards to vendor to make repair/replacement, cost of repair/replacement and when repair/replacement will be made will be at the sole discretion of the homeowners.

13. INSECTS AND PESTS

Insects and pest are inevitably present in the Florida climate. Within reason this is normal, the villa receives monthly pest control treatment. Only when, in our reasonable opinion, pests in the living accommodation are a serious nuisance will further action be taken.

14. KEYS

The keys to the house, which will be collected in Florida, must not be copied. Failure to return any and all keys will result in additional charges.

15. PETS

We have some restrictions regarding dogs (for most dog owners these are the norm for them!) However, failure to comply will result in additional charges.

Pets are allowed by special arrangement only. An additional fee will apply for any pet(s) allowed.

We reserve the right to decline to allow any pet for any reason.

Please always clean up immediately after your dog in the yard (minimum \$50.00 charge for mess left in yard) and anywhere you take them around the subdivision.

Kissimmee is a leash law area; all dogs must be on a leash at all times.

Please remember to obtain a health certificate, with record of vaccinations, especially rabies, from your vet dated within 10 days of your departure.

Please crate your dog(s) when / if they are left alone in the house.

Please do not let your dogs on the furniture (including beds) without putting your own cover/blanket on first. Linens / Towels provided in the home are not to be used for your dog.

Please do not bath your dog in the house.

Please do not let your dog in the pool area or swim in the pool, oil from the coat clings to the pool wall and is very hard to remove, hair also clogs the skimmer and damages the filter! It is also very bad for the dog's skin! Please do not groom your dog by the pool, the hair causes the same problems listed above.

Please do not use house bowls or china to feed or give water to your dog.

Do not barricade the gates to the yard, as the pool and lawn care companies must have access.

Please do not let your dogs damage the pool screen.

Pet owners are not permitted to enter, walk or exercise their dogs within the recreation park or pool/deck.

16. RECREATIONAL VEHICLES

Parking of Recreational Vehicles is not permitted on the driveway or grass of the house – available parking information is available upon request.

17. DAMAGE WAIVER

A "Peace of mind damage waiver" of \$50.00 plus tax is added to each reservation and is included in the total quoted to you at the time your reservation is made. The damage waiver is non-refundable and covers accidental damages to the Property or its contents up to a replacement cost or repair cost of \$300.00, which is paid for by houseatdisney.com. This damage waiver does not cover damages by pets or willful or gross negligent behavior that results in damages. This does not negate your responsibilities as a tenant. Guest is expected to take reasonable care of Property at all times and to occupy it in a quiet and dignified manner.

THE HOME IS INVENTORIED AND INSPECTED BEFORE AND AFTER OCCUPANCY FOR THE FOLLOWING:

- a. No damage was done to the property or its contents (linens included) beyond normal wear and tear.
- b. All debris, garbage and discards were placed in proper containers, and no excessive garbage was left.
- c. Soiled dishes, glassware, silverware, and pots were cleaned and properly put away.
- d. Unit was left in a neat condition and furniture was not rearranged. No items were broken or missing from the unit; all windows/doors were closed and locked.
- e. All keys and/or passes have been turned in (a min. \$100 cash fee for each unreturned key and pass) and all guests and their vehicles have vacated the property by the normal check-out time.
- f. All charges accrued during your stay were paid prior to departure, as well as any, additional charges that may apply afterwards.
- g. No undisclosed pets were discovered after check-in (a \$200 fee + tax will be charged per pet for all pets not disclosed).
- h. Owner lock-up/closet has not been broken into or disturbed.
- i. There were no violations of the guest rental agreement and house policies.

The waiver does not apply for loss or damage to any property owned by or brought into the premises by guest. HouseatDisney.com, Steven Cohen, Laurel Cohen and/or Management Company cannot under any circumstance be held responsible or liable for any accidents or injuries to guests or pets, however incurred, or for the loss of money, jewelry or valuables of any kind. You must notify HouseatDisney.com, Steven Cohen, Laurel Cohen and/or Management Company immediately of ANY damage to the Property during your occupancy or this plan is void. HouseatDisney.com, Steven Cohen, Laurel Cohen and/or management company representatives have ultimate administration authority. Arbitration is required prior to litigation. The damage waiver becomes effective upon check-in to House at Disney. All benefits terminate at the end of the stay.

Our management company will advise us of any loss or damage to the villa following your departure. They will also provide a report on the general condition/cleanliness of the home.

Any loss, damage or cleaning fees in excess of the damage waiver/security deposit amount will be fully reimbursed by the lead renter within one (1) week (7 days) of notification of additional expenses. Repairs and/or replacement of damaged/missing items in regards to vendor to make repair/replacement, cost of repair/replacement and when repair/replacement will be made will be at the sole discretion of the home owners.

Any Guests who wishes to opt out of the Damage Waiver program may do so by informing us in writing, Guest will then be required to pay a \$400.00 Security Deposit which will be payable along with their balance, 5 weeks prior to arrival. The security deposit is refundable after the property has been inspected and all bills are received, usually within 30 days after departure, assuming that no damage has occurred during the rental period. The security deposit is returned to you via either a check or PayPal to the person/address listed on the reservation form as to whom all correspondence should be sent.

18. LIMITATION OF LIABILITY

In the unlikely event that we have been negligent and/or in breach of our contract with you, our liability shall be limited to the cost of your booking with us.

We accept no responsibility in respect to loss or damage for which you are, or should have been, insured or entitled to indemnity from any other third party.

Children must be accompanied/supervised by parents when using home/pool facilities, play area.

If weather conditions cause the temperature to fall below fifty (50) degrees Fahrenheit, the pool heater will automatically shut off to prevent damage. No refund will be given in this event.

You are advised you are occupying a private villa and therefore are responsible for your own personal safety in respect to any loss, personal accidents or damages sustained by you, any members of your party and/or pets during your stay. It is the guest's responsibility to ensure that they have adequate vacation insurance to cover personal injury/accident/damage. No claims whatsoever will be accepted by the owners or agents.

Property owners/management company do not accept responsibility or liability for any accident, injury, illness or damage sustained to any person, pet or their property during the rental period or use of pool/recreational facilities regardless of how they may have occurred.

We strongly advise all of our guests to take out travel insurance for your whole party, which includes cancellation charges coverage. (We also advise guests to take out a policy that includes medical coverage, where applicable) as soon as you have booked any part of your holiday or vacation. If you choose not to do this, you need to be aware that you will be personally responsible for any payment of cancellation charges which may become due.

19. CREDIT CARD, E-CHECK PAYMENT OR WIRE TRANSFERS

Credit card payments may be made (American Express, Discover, MasterCard, Visa or E-Check) via PayPal. Sorry, E-checks will not be accepted less than 5 weeks prior to arrival. Please call for information regarding wire transfers. Additional fees may apply.

20. MISCELLANEOUS

Minimum booking period is five (5) nights, unless special arrangements have been made at time of booking.

All equipment in the villa be it electrical or mechanical, is used entirely at renter's own risk on behalf of themselves and their party

21. MINIMUM AGE

All applicants must be 21 years old. Any minor who will occupy the house must be listed on the reservation form and must be under the direct supervision of the adult applicant.

22. POSITIVE IDENTIFICATION

houseatdisney.com, Laurel Cohen, Steven Cohen and/or local company managing property reserve the right to request positive identification of any and all persons occupying vacation home.

Positive identification that will be accepted will be valid current driver's license, a current, valid passport or another form of governments issued identification.

The request for photo ID is solely for the purpose of verifying identification and no other purpose.

23. ACCURACY OF INFORMATION

We take a great deal of care to ensure the accuracy of the information we have provided. However, facilities and/or services may not be available or open due to renovation/maintenance, adverse weather or damage caused by a previous guest, that we have not had time to rectify prior to your arrival. This may include use of television(s), pool facilities, etc. Where we are aware that a facility or service we have advertised will not be available during your stay, we will take steps, whenever possible, to notify you prior to your arrival. From time to time some furniture or amenities might not be in the villa, due to loss from previous guests. We trust all of our guests to be good stewards of our home. Please notify us of any missing item(s) and we will attempt to rectify the situation during your stay. However, no refund in part or whole will be provided in any of the above mentioned circumstances.

We reserve the right to reasonably amend any of the above terms and conditions setout herewith.

24. SEPERABILITY

If any provision of this "Terms and Conditions" agreement or portion of such provision or the application thereof to any person of circumstance is held invalid, the remainder of the "Terms and Conditions" agreement (or remainder of such provision) and the application thereof to other persons or circumstances shall not be effected thereby.

25. WAIVER

The waiver of one breach of any term, condition, covenant, obligation, or agreement of this "Terms and Conditions" agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

26. GOVERNING LAW

The laws of the United States of America, State of Florida shall apply to this contract and any other claims.

RESERVATIONS ARE NOT CONFIRMED UNTIL YOU HAVE RECEIVED WRITTEN CONFIRMATION FROM US.

DOO: January 1, 2005 DOU: July 17, 2010