

# Rent A Kingdom

Booking Contract

Name:

Address:

Phone Number:

Alternate Phone Number:

Email Address:

Arrival Date 4pm check in:

Departure Date 11am check out:

Rental Fee:

Names of guests in Party (note the home is licensed for a maximum of 12 people. For larger families/parties wishing rent two or more properties close together please ask.)

Sample

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## Terms and Conditions

By signing the rental contract the responsible booking person confirms acceptance of the terms and conditions within. These terms are binding upon all the persons listed on the rental contract/ intending to occupy the premises, or any subsequent amendments to that list. A booking is not confirmed until the deposit and signed rental contract have been received. Bookings for parties with guests, who are all under the age of 21 on the date of travel, regrettably cannot be accepted at this time.

**Rental Period** The house will be available for occupancy from 4:00pm local time on the day of arrival and must be vacated by 11:00am on the morning of departure. Vacating

after 11:00am may incur a charge equivalent to one days accommodation cost unless previously agreed upon.

**Balance of Payment** The remaining balance of payment and a separate refundable security deposit will be due on or before 8 weeks prior to the arrival date. If the payment is not received on or before that date the owners reserve the right to cancel the booking unless otherwise agreed upon. Any bookings taken within 10 weeks of the arrival date must be paid in full.

**Security Deposit** A separate refundable security deposit of **\$350** is due with final payment. This is held as security against non-return of keys, inventory damage or excess cleaning costs. The Management Company will inspect the property and its inventory after the guest's departure and the owner will return this deposit upon a satisfactory inspection report within 30 days of departure. The responsible booking person agrees to pay any additional charges for damage or loss not covered by the security deposit. **Any breakages or damage must be reported to the Management Company immediately.** It is the responsible booking person's responsibility to ensure the property, its furnishings and fittings are treated with due care.

**Cancellation** In the event that you cancel your booking the following charges will apply:  
More than 8 weeks before rental start date - Loss of booking deposit  
Less than 8 weeks before rental start date - Loss of rental cost, less security deposit.  
Please note that if you have to cancel but re-book with us within a year from the cancellation date any lost deposit will be credited to your account. In the unlikely event that the owners, due to circumstances beyond their control, have to cancel the booking, the owners will attempt to locate a suitable alternative property. Should the owners be unable to locate an alternative property or if the alternative property is not acceptable, the lead guest will receive a complete refund of all monies paid by them, to the owners. However, the owners, management company or their agents will not be liable for any other loss, consequential or otherwise, incurred by the lead guest or any other member of the party.

**Alterations to Booking** Requests to alter a confirmed booking must be in writing and will be accommodated by the owner subject to availability. If an alteration is made to a confirmed booking results in the number of nights/length of stay being reduced, no price reduction will be given from the original confirmed booking. Where such alteration is not possible and the principal person decides to cancel the booking the cancellation fees detailed within the Terms and Conditions will apply.

**Insurance** It is strongly advised that the renters take out adequate vacation insurance coverage at the time of booking. We cannot be held responsible for any loss or damage to personal property nor can we be held responsible for any injury, sickness or deaths however caused

**Force Majeure / Liability** The owners of the property, their management company or agents will not be liable for loss or delay occasioned by any of the following: fire, floods,

weather conditions, industrial disputes, strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, adverse weather conditions, closure of airports or any other event beyond the owners control. All information concerning the property is frequently checked to ensure its accuracy. However, on occasion it is possible that advertised facilities may be withdrawn or changed.

**Pets / Smoking** Sorry but pets are not allowed on the property grounds or in the home. There is no smoking inside the home. If guest wish to smoke please do so outside on the pool deck or property. Please properly dispose of all butts and use ashtrays. If guests are found to have smoked in the home or have pets on the property then the responsible booking person shall be liable with all related cleaning costs to remove any orders or stains. If evidence is found during the stay of smoking in the home or pets then this will be considered a breach of contract and will result in an immediate eviction. If an eviction is made all deposit and rental monies paid would be forfeited and all cleaning charges would be the liability of the responsible booking person.

**Guest Responsibilities** Responsible booking person is required to check the property and facilities thoroughly and report any damage or missing items within 24 hours of check in. Any loss or damage not reported within this time will be the responsibility of the responsible booking person and charged for accordingly. Any loss, damage or problems relating to the property or its contents must be reported to the management company immediately. Responsible booking person must fix/replace or pay for any loss, damage or breakage by any member of the party. The owners, management company or their agents reserve the right to recover such costs by any means available to them.

**Security** Do not allow any unidentified visitors to enter the property. If in any doubt please call the management company. Please lock all windows and doors when leaving the home. It is also recommended to lock all doors when at the property.

**Swimming Pool / Pool Safety** The property has a pool and hot tub. Swimming pools, hot tubs and the surrounding areas are potentially dangerous. Guests are specifically requested not to allow children to use the pool or hot tub or be left in the area unsupervised. Please if under the influence of alcohol, medication or other mind altering substances do not use the pool or hot tub. The owners, management company, or their agents do not accept liability for any accident, injury or death, howsoever caused, as a result of the use of the pool, hot tub and pool area. There are alarms on all doors and windows leading to the pool/spa area: These alarms must not be switched off, tampered with or in any way disabled. This is a state requirement and can result in a \$5000 fine if not adhered to. Pool heat is charged as an optional extra charge. The pool heater thermostat is set to heat the water in the pool to approximately 82 degrees; however the pool blanket must be used at all times when the pool is not in use. Like you, we have no control over the weather! We are unable to guarantee the water temperature with pool heating as this will depend on the prevailing weather conditions. The pool heater is a mechanical device, and can be subject to occasional failure. If such a breakdown was to happen, every effort will be made to repair the heater as quickly as possible. We will only

refund the amount that the guest has paid for the pool heat for the days that the heater is not functioning

**Cleaning & Trash** The property will be cleaned and checked prior to your arrival and after you have departed. Should you require mid stay cleaning this can be arranged and paid for locally with the management company. Although the property will be cleaned after your departure it must still be left in an orderly state and all kitchen utensils should be washed. Should the property require extensive cleaning then the owners, management company or their agents reserve the right to withhold any monies from the security deposit to pay for the extra cleaning. Trash collections are twice per week, the actual days are listed in the owners manual in the property. The trash must be placed in trash bags and securely tied before being placed in the bins. The bins must be placed at the end of the property's drive, close to the road on the evening before collection - the bins must be returned to the garage by the evening of collection day. The county can and will impose HEAVY fines for loose trash and bins not returned to the garage. If any member of your party violates the county trash laws the lead guest will be liable for any fines incurred.

**Pests** Florida is a tropical climate and as such is the home of many insects etc... Our home is treated on a regular basis to repel such unwanted visitors, but inevitably they will occasionally find their way inside the property. They are best eradicated by spraying with an appropriate product. The problem with these unwanted guests is greatly reduced if food and crumbs are not left on worktops, tables, floors, or in the pool area – it is advisable to clean up spills immediately.

**Noise/Disturbance** The property owners, their Management Company or agents will not be liable for any loss caused by noise, construction or disturbance within the vicinity of the property.

**Mechanical/Electrical** There are numerous mechanical/electrical appliances at the property, whilst we endeavor to ensure that all such items are working and available for guests to use, the owners, their management company or their agents are not liable for any loss, consequential or otherwise, from failure of any mechanical/electrical appliances. No Liability is accepted by the owners, their management company, or agents for loss of main services due to circumstances beyond their control.

**Access** Guests privacy is always respected, the owner, management company, or their agents, reserve the right to gain access to the property at any time.

**Parking** Please note that RVs are not allowed on the subdivision. Cars should be parked in the driveway and off of the street at all times.

**Liability** The owners, management company or their agents do not accept any liability for accident, loss, injury or death, or for any such claim by a third party caused as a consequence of actions by any authorized guest or other unauthorized person(s) present at the property. Guests are specifically requested to supervise children at all times.

**Complaints** In the unlikely event that you need to complain please contact the Management Company immediately. The Management Company will endeavor to deal with such a complaint in a timely manner. Our Management Company is available 24 hours a day should an emergency arise (321-624-0217).

**Breach of Contract** Failure to comply with any of the terms and conditions by any member of the party may result in your booking being cancelled/terminated. In such circumstance all monies paid will be forfeited and the owners, their management company or agents accept no liability for any consequential loss incurred by any guest.

**Law** This contract is subject to and shall be constructed in accordance with the laws of the State of New Jersey and the parties hereby submit.

By signing below the responsible booking person agrees to all the terms and conditions outlined in this agreement.

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Please Send a Photocopy of your Drivers License or Photo ID along with this Contract.**

Sample