

#### RENTAL AGREEMENT

DISNEY DREAMS VACATION HOME/ AKA Redrock Trail LLC 2577 Maneshaw Lane (774) 696-0169

**General Terms:** By signing of the booking form, confirms the acceptance of the terms and conditions set forth below and shall be binding on all the persons intending to occupy the property whether or not said persons have signed the booking form. It is understood that all persons have read and understood the terms and conditions as set forth below. The rental price includes electricity and all services other then long distance phone calls.

\*\*NO PETS ARE PERMITTED INSIDE THE HOME\*\* NO SMOKING IS PERMITTED INSIDE THE HOME\*\*

#### **Rental Payment**

Reservations must be confirmed by returning a completed reservation form, accompanied by a **Non-refundable deposit**. A copy of this signed agreement must be signed and faxed back to (978) 422-8688, or emailed to BrandieL24@gmail.com within twenty-four (24) hours of receipt.

#### **Security Deposit Authorization \$400.00**

A major credit card must be given for as a security deposit. We will send you an authorization link 3 weeks before your arrival date. A \$ 400.00 dollar authorization will be processed before arriving to our vacation home. Please Note: No Funds will come out of your account. This is just an authorization (like hotels do) The security deposit will only be charged to cover extra accommodation costs, loss or damage to the rental property in excess of normal wear during the period of rental. Guests will be notified within 7 days of any charges made to the card .The property should be left clean and undamaged. If the property is not left in a suitable Condition, it may be necessary to charge your credit card for the costs to cover extra cleaning.

Once the final balance and security deposit authorization has been made, you will then be issued detailed Directions, voucher and a personal access code to the property. In the home, you will find the information of our Management Company and numbers to local points of interest.



### **Booking & Payment**

No reservation is confirmed until the booking deposit is paid and a paid receipt is issued. The balance of the rental fee is to be paid and cleared no later than (8) weeks before arrival date. The Owners will confirm each booking as soon as possible after receipt of the signed booking form and the deposit is received. The owners reserve the right to refuse acceptance of any booking, at any time, for any reason, at their discretion. Where payment in full is not received by the proper date, the reservation will be deemed cancelled and the cancellation charges will apply. Cancellations must be confirmed to the owners in writing or by email. In the event that a guest cancels a reservation or the owners have to cancel the arrangements due to non-payment of the balance due within the time allowed, cancellation charges will be applied If, through circumstances beyond our control, it is necessary for us to cancel a reservation, then we will refund the initial booking fee and any other money paid without interest or further compensation. We accept no responsibility whatsoever, and no payment or other compensation will be payable, if cancellation or charges to the terms of the booking are brought about, become necessary, due to war or threat of war, riot, civil unrest, terrorist act, industrial dispute, natural disaster, fire, flood, or adverse weather conditions, or nuclear incident. In addition, we will not be responsible for closure or congestion of airports, technical problems with transportation or cancellation/schedule changes by carriers whether schedule or charter

#### **Check In / Check Out**

The rental period runs from **4:00 PM** local time on the day of arrival until **10:00 AM** local time on the day of departure. Unauthorized early arrivals or late departures will result in additional daily charges. Per Florida State Law, the property may be occupied by a maximum of 8 persons. The Townhome is booked solely for persons named on the rental agreement and the owner reserves the right to refuse entrance to any parties not so named. The Guest is solely responsible for the actions and safety of any other person(s) on the property during the period of the Guest rental. It may be necessary, on occasion, for staff members or agents of the owner, or authorized repair personnel, to enter the premises in order to perform inspection, maintenance or repairs. The Owner will attempt to notify Guest in advance of any such activities to the best of his/her abilities.

#### Towels, linens and items within unit at arrival:

There are a strict count of towels and linens. Guests are responsible for the amount and condition of towels and linens upon departure. To prevent damage from chlorine, towels are not to be used for pools. It is recommended that Guests bring and/or purchase pool/beach towels at the Clubhouse Sundry shop, as these are not provided. Upon arrival, the unit will have a roll of paper towel, two dishwasher tablets, toilet paper in each bathroom and small soaps and shampoos. It is suggested that Guests plan to further stock the unit based in their needs prior to, or after arrival.



### **Upon Departure:**

Prior to departing the unit, guests will insure that all dishware, glassware and silverware, are placed in the dishwasher and the dishwasher is activated for a cleaning cycle. Please place (1) load of towels in the washer machine and start washer before leaving. All beds are to be stripped of all bedding and the bedding is to be left on top of the beds. Guests will insure that all doors and windows are securely locked.

#### **Smoking and Pet Policy:**

In the event that the Cleaning Staff detect the odor of smoking and/or pet odor, guests agree to have charged on their credit card on file, the amount necessary to conduct a "deep cleaning" of the unit they occupied. The normal fee for this cleaning is \$250.00.

A GREAT DEAL OF CARE HAS BEEN TAKEN TO ENSURE THE ACCURACY OF INFORMATION WE HAVE PROVIDED. HOWEVER, FACILITIES AND SERVICESMAY NOT BE OPEN OR AVAILABLE DUE TO RENOVATION/MAINTENANCEWORKS, ADVERSE WEATHER, OR DAMAGE BY A PREVIOUS GUEST, THAT WEHAVE NOT HAD TIME TO REMEDY BEFORE YOUR ARRIVAL ETC. WHERE WE ARE AWARE THAT A FACILITY OR SERVICE ADVERTISED IN THEINFORMATION PROVIDED WILL NOT BE AVAILABLE DURING THE PERIOD OFYOUR STAY, WE WILL TAKE STEPS, WHEREVER POSSIBLE, TO NOTIFY YOU PRIOR TO TRAVEL.

#### **Liability Limitations:**

The Owners of the Property accept no responsibility whatsoever for any harm or injury including but not limited to, wrongful death or personal injury, to the Guests or others, resulting from negligence, gross recklessness, or other causes. The Owners of the Property accept no responsibility whatsoever for property damage, or damage to personal property and/or personal belongings, including loss of personal property of the Guests or others however caused. The use of all accommodations and all amenities, including the swimming pool, and all other facilities is entirely at the Guests/users own risk. Children must be supervised at all times by responsible adults when using the swimming pool and, when not in use, the child safety fence must be fastened in place for insurance liability coverage. Glass is not permitted within the pool area. The Owners cannot accept any liability for any loss of rental time due to travel delays, flight delays, cancellations, terrorist acts, industrial disputes, weather related events including hurricanes, and any events outside of our control, including any form of Force Majeure. The owners cannot accept any liability for failure of public supplies and utilities such as water, gas supplies, electricity, phone service, Internet service, computer service, cable TV service, or of air conditioning supplies or pool heaters. We do not accept liability for the consequences of the actions or omissions of others that may supply or control main services, or any actions taken in the vicinity of the property by any authority over which there is no control.



## Please complete and return

## **Swimming Pool Rider:**

By signing this Rider, I

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("Tenant") agree that I am aware the Swimming Pool located in the rear of the property at 2577 Maneshaw Lane, Kissimmee, FL ("Swimming Pool") is not lifeguarded, and that the Swimming Pool is potentially fatal to unmonitored children and adults. I am aware of the risks and dangers presented by the Swimming Pool, and I am solely responsible for any damages, injuries and/or death(s) resulting from the use of the Swimming Pool.

I shall indemnify and hold Brandie & Dean Ricciardi (Redrock Trail LLC) ("Landlord") harmless from and against any claims resulting from the use of the Swimming Pool, including, but not limited to, wrongful death, personal injury, negligence, gross recklessness, property damage, and all other claims filed by or on behalf of any individuals who have access to the pool during my lease period.

Should my guests, my children, I /Myself or anyone else decide to use the pool, they shall swim at their own personal risk and they shall be solely responsible for their safety and actions. No running, diving, pushing, fighting, alcohol use, illegal drug use, or sexual activity in or around the pool is allowed at any time.

I have read and understand the terms of this Rider, and I am aware that this Rider limits the Landlord's liability.

## **Governing Law:**

All reservations of the resort accommodations and the use and occupancy of such accommodations shall be governed by the laws of the State of Florida. In the event of litigation between renters and owners, the prevailing party shall be entitled to all costs incurred, including attorney's fees.



# DISNEY DREAMS VACATION BOOKING FORM Please complete and return this form with deposit or full payment to

Confirm your reservation payable to: Brandie Ricciardi 419 Redemption Rock Trail Sterling, Ma 01564

Arrival Date:	Departure Date:		
Guest Name			
Address			
City	State	Zip Code	
E mail	Ce	II phone #	
How many Vehicles	s will you have?	_ (This is for the Vouchers/ Gate acces	ss)
		ation will be sent to you 2 to 3 wedon is processed, we will send you a	
Guest #1:	Guest #5:	Rental amount	
Guest #2:	Guest #6:	Cleaning fee	
Guest #3:	Guest #7:	Pool Heat	
Guest #4:	Guest #8:	Florida Tax & Fees	
		TOTAL	
		Deposit	
	Balance Due on or befo	ore 60 days of arrival	
out in this Agreeme conditions as outlir	ent. On behalf of all person	rad, understood, and agree to be bour s included in this booking, to abide by on the web site. I give Disney Dreams ' e to the home.	the rental terms and
Sign Here:		date:	