

# Booking Condition

## 1. Reservations and Rental Contract

The contract is exclusively based on the statements, descriptions and conditions, which are given in the description of the house and are valid during your stay in our house. Special requests will be taken into consideration, but only prior in consultation with us. It is necessary to register all persons to stay in the vacation home on the Reservation/Rental Contract. The person signing the contract takes responsibility concerning the contract obligations for all persons listed on the contract. The contract has to be signed and sent back to the landlord. This contract is binding upon our confirmation of booking.

## 2. Down payment / payment of the balance / security deposit:

A down payment of 15% of the net rental fee has to be done within 7 days of the confirmation of the booking contract. You will receive a receipt of your down payment. The rest of the rental price has to be on our bank account 45 days ahead of rental. In case of a last-minute booking, that the rental fee and the security deposit has to be paid in cash on arrival day to our property manager. Sorry we do not accept credit cards. The security deposit is returned after the check of the house in case everything is in good order and condition.

## 3. Changes in Booking or withdrawal:

Any change in booking the object regarding time or persons needs a written confirmation. Withdrawal is accepted only in written statement. Meeting the deadline depends largely on the receipt of the withdrawal statement. Since we have to turn down many other interests after contracting a booking, we have to ask you for your understanding that we are obliged to demand the following cancellation fees:

Until 57 days ahead of rental = 25 % of the rental fee

From 56 to 43 days ahead of rental = 50 % of the rental fee

From 42 to 29 days ahead of rental = 75 % of the rental fee

From 28 to 0 days ahead of rental = 100 % of the rental fee

## 4. Contents of the rental contract:

The rental contract contains the rental object as described in our offer. The included number of persons in our rental price is 4 persons. You can bring one more person by paying the extra fee for the additional person (see our offer). It is not allowed to bring persons into the house without informing us. If you accommodate persons without informing us, we have the right to demand the immediate check out of all persons without any rental refunds or we have the right to charge 100 Dollar extra per person per week.

Included in the above mentioned renting is: local phone calls, cable TV, WLAN high speed internet, water, trash, pool service, lawn service, guest service. Not included is: electricity.

## 5. Liability:

Should the rental object not be available due to Act of God, we reserve the right to offer you an equivalent vacation home. If you are not accepting the replacement or an equivalent replacement is not available, the contract can be terminated by either side. In that case our liability is limited to reimbursement of the payments. The landlord, Christa Kornreiter is not liable for personal or other damage on rental property.

## 6. Responsibilities of the tenant:

The tenant is supposed to take care of the rented house. The tenant is expected to report all damages, encountered during the tenancy, immediately to the landlord, Christa Kornreiter or to our property management in Cape Coral and balance for the damage, if he caused the damage himself. The home is to return in good order and condition at the end of the Tenancy. The tenant is obligated to do everything in its power to avoid damage or in case of damage to minimize it.

## 7. Arrival and departure:

The tenant will get all the information as how to receive the key and a brief orientation by our property management. The rental home is ready to move in after 4:00 PM. Departure time is 11:00 of the last day of the rental. Please ask us for an arrangement of different times.

## 8. Complaints:

If you have complaints please inform us immediately. We are not able to accept complaints after rental time.

## 9. Legal domicile:

Any dispute arising will be settled before a Lee County court of law. Inoperativeness of a single paragraph does not make the whole contract inoperative. The rental contract is under private law. Laws governing tenancy apply. The owner is not a travel agency therefore laws governing travel do not apply. The landlord Christa Kornreiter, works as the owner.