

# Terms and Conditions

## **Booking Date**

A provisional booking date requested by telephone or fax will only be guaranteed upon receipt of a completed booking form and full deposit or payment as described in the rental agreement.

## **Reservation Policy**

A deposit of \$200.00 or 20% of total amount before taxes (whichever is greater) is required to confirm a reservation. A non-refundable administration fee of \$30.00 will be applied to all confirmed reservations. The deposit is applied to the balance. FULL PAYMENT IS REQUIRED 6 WEEKS PRIOR TO THE ARRIVAL DATE.

## **Cancellation Policy**

Where notice of cancellation is received the following charges will apply:

- More than 8 weeks prior to the arrival date: loss of deposit
- 4-6 weeks prior to arrival: 50% of rental amount
- Less than 4 weeks before arrival: 100% of rental amount

\*All cancellations must be received in writing

## **Pool Heat**

Pool heating is optional and is generally not necessary during summer months. Rates are \$15/day and should be requested at the time of booking. If you did not request pool heating when booking and choose to add it once you arrive, there will be an additional \$40 service call fee.

## **Rental Agreement**

Before a reservation can be confirmed you must complete and return a rental agreement. Complete the document and email it to [info@lexanadu-disney.com](mailto:info@lexanadu-disney.com) and we will let you know it's confirmed. Alternatively you can fax it to 1-450-202-0655

## **Security Deposit**

6 weeks prior to arrival when payment of the balance is due we also require a security deposit of \$500.00. As of January 1 2014 we no longer perform fund holds on the credit cards – we require a payment made through paypal ([http://www.lexanadu-disney.com/?page\\_id=595](http://www.lexanadu-disney.com/?page_id=595)). This amount will be refunded in full via paypal approximately 2 weeks after your departure date provided there has been no damage reported. Please note: It is rare that we actually have reason to withhold any funds at all. Please treat the home with respect and leave it as you found it – we don't expect you to clean the home but we do expect you to look after it.

## **Account Balance**

At the time of confirmation a statement of account will be issued showing the balance due. This is payable six (6) weeks prior to the date of arrival, together with the refundable

**security deposit** of \$500.00. Bookings made within six (6) weeks of arrival are payable in full at the time of booking.

### **Liability Limitations**

The owners and management company cannot accept, be responsible for, or be liable in any respect for, death, accidents, or damage to persons or to personal property however caused. The use of the accommodations and amenities provided, including the swimming pool, hot tub and all other facilities is entirely at the users' risk. When using the swimming pool, children must be supervised at all times by responsible adults. For insurance and liability reasons, the child safety fence must be securely fastened when the pool is not in use. Glass is not permitted in the pool area. We accept no responsibility or liability for loss or damage to personal items while traveling to the premises, staying in the property or after departure from the property.

### **Force Majeure**

The owners and management company cannot be responsible for, nor accept responsibility for, any loss of rental time due to travel problems, flight delays, cancellations, terrorist acts, industrial disputes, weather-related activities including hurricanes, or any form of force majeure.

### **Utilities**

The owners and management company cannot be responsible for failure of public services or utilities such as water, gas supplies, air-conditioning or pool heaters. We cannot accept liability for the consequences or the actions or omissions of other people that supply or control main services, nor be responsible for any actions taken in the vicinity of the property by any authority over which we have no control.

### **Occupancy**

The accommodation provided is for the use only of persons named on this booking form. Florida state law prohibits subletting, sharing or assigning. Any persons whose names do are not listed on the booking form will be asked to leave. The property may be occupied by a maximum of 8 persons (including children and adults). The property is licensed and governed by the same regulations for safety standards as are hotels, and it is checked by inspectors on a regular basis to ensure that everything is in order.

### **Rental Period**

The house must be vacated by 10:30 AM on the day of departure. Guests may access the townhome after 4:00 PM EST on the day of arrival. To avoid potential conflict with cleaning schedules early check in or late check in will no longer be permitted. These deadlines are important to ensure adequate time for our cleaners to maintain the property. Guests who do not vacate the property at the assigned time of 10:30 AM will forfeit the security deposit.

### **Inventory**

Please check the inventory list in the home at arrival and departure time. No inventory items may be removed from the house at any time. This includes linens and towels or other utensils. Bath towels may not be taken to the club house. We have provided some

beach towels for this purpose. Please make sure these towels are returned to the home so that our other guests may continue to enjoy the convenience. Any missing or damaged items may be charged to your damage deposit.

### **Management Services**

As out of town owners we rely on our management company for assistance in all management related issues. On the day of arrival please check the home for any damages or breakages. Complaints must be reported before leaving the state of Florida. Any requests to our management company that falls outside of the scope of this rental agreement (for example returning or locating lost items, starting up the pool heat after the signing of this rental agreement, etc) will be subject to the policies of P&M Property Management. They can be reached at (321) 250 – 0885 and take care of the home in all aspects relating to management issues. They will be happy to assist you with most of the problems you may encounter during your stay. They have supplied a list of important telephone numbers (which you will find in the home). Unless it is an emergency situation, please try to limit your calls to regular business hours. Complaints must be reported before leaving the state of Florida. Occasionally maintenance issues arise requiring our management company to gain access to the home during your stay. All efforts will be made to contact you and advise you in advance.

### **Pool Heat**

We cannot guarantee the temperature of the pool, as this will vary according to several factors, the main one being prevailing weather conditions. It is not normally considered reasonable to expect to swim outdoors at air temperatures below 45 F. The pool heater may be turned on for an additional charge. Please refer to rates.

### **Insurance**

We strongly recommend that all guests carry personal and cancellation insurance coverage for their own protection. It is the client's responsibility to ensure that the insurance purchased covers ALL the activities entered into while on the holiday.

### **Pets**

Pets are not permitted on the premises.

### **Smoking**

In accordance with Florida State Laws, the home and communal areas are designated as Non-Smoking areas. **Smoking is not permitted inside the townhouse.**

### **Personal Property**

The owners and management company will not be held liable for any loss however caused before, during or after your stay. Please take the time to thoroughly check the home before you leave to ensure that you have all of your personal property with you upon departure. A \$25 service fee plus shipping costs is charged in advance for locating, packing and shipping of any lost property.

### **Cancellation**

All cancellations must be received in writing and reception must be confirmed by the

owner, also in writing. In the event that a guest, the owners, or the management company, has to cancel a reservation for non-payment of the balance due within the prescribed time deadlines, cancellation charges will be as follows:

- More than 8 weeks prior to the arrival date: loss of deposit
- 4-6 weeks prior to arrival: 50% of rental amount
- Less than 4 weeks before arrival: 100% of rental amount

### **Steps required for booking**

**Check Availability**

**Complete a rate request form**

**A written response will be sent to you**

**If you are happy with the request you can complete rental agreement**

