

## **1. Extent of the rental contract**

With the receipt of the contract signed by the renter either by fax, e-mail or mail the rental contract becomes binding for the renter. Under no Circumstances the contract is linked to other services such as travel-insurance, flight-tickets etc. The contract comprises the object according to the information provided in the internet under [www.villa-balance.com](http://www.villa-balance.com) . Without consultation of the owner the house may only accommodate the listed number of people in the contract. In case of over occupancy, the owner or his property manager is allowed to reject them or to demand a surcharge for each of them. The booking becomes valid by means of a rental agreement. The signer (renter) acts for all listed participants that means he avouches for their contractual obligations in the same way as for his own. The booking or further agreements are valid only by written confirmation. The object is located in a residential area and is not part of a holiday village. The lack or the malfunction of any equipment as well as smaller impurities – e.g. small stains on furniture or carpets – do not mean an impairment of the tenancy. In the same manner the lesser cannot grant any abatement of rent for drop outs of electrical power and water if they are beyond his responsibility.

## **2. Right of abode**

Only the listed people of the rental agreement have the right to stay in the vacation home. If there are people encountered in the vacation home who are not registered but spending the night there, the lesser has the right to terminate the rental contract without notice. However, additional persons up to an occupancy of 6 can be registered late with the lesser or the property manager.

## **3. Duties of the renter**

The renter has to treat the object carefully and is obliged to report all damages immediately to the property manager. Damages (e.g. at technical equipment, furniture, carpets, walls etc.) have to be paid respectively can be compensated with the security deposit. Also the renter has to report damages being discovered within the first 24 hours after arrival, otherwise he is responsible for those damages even if not caused by himself. In case of technical problems the renter has also to contact the property manager immediately for solving or fixing such problem. Within the bounds of reasonability the renter has the duty to help as much as possible to keep the level of damage low. The lesser expressly is not liable for any direct or indirect material damage or bodily injury neither of the renter nor any other third party! At any time the renter has to grant access to the garden and the pool-area for the garden and pool service. The renter further is responsible for the cleanliness of the object and has to leave it in a proper form at the departure day. Kitchen utensils, dishes, cutlery, glass ware etc. as well as oven and grill are not part of the final cleaning. In case the renter does not comply with this agreement this additional cleaning will be made at extra charges. The renter by himself is responsible for the compliance with passport-, visa-, currency- and health regulations. All disadvantages that might result by not obeying such regulations are at his account.

## **4. Arrival & departure**

The hand-over of the keys depends on the agreement between renter and property manager. Usually the object is at the renter's disposal from 4 p.m. at the date of arrival. Earlier times are possible ( depending on availability ) but require a written confirmation. At the date of departure the renter has to leave the object until 10.00 a.m. Other arrangements must be in the written form, too. For the hand-over of the object at the date of departure the renter has to arrange a time with the property manager at least 2 days before.

## **5. Security deposit**

The contractually agreed deposit has to be payed cash at the check-in date direct to the property manager. It stands as security for eventual damages at the object itself or other facilities of the object. Electrical extra costs will be retained at a rate of 0.12 \$US per kWh from this deposit. Besides retained from the amount of the security deposit are basic fees and all further agreed extra costs. However, the return of the amount of security does not exclude justifiable compensations for damages at a later time.

## **6. Payments**

The invoiced deposit amount of 25% of the invoice amount is to be transferred simultaneously with the return of the rental agreement to the account designated in the lease. The balance is payable not later than 35 days before arrival by bank transfer or Credit Card to the owner. Damage caused by late payments are charged to the tenant. Payments to foreign countries are free to make as a foreign remittance to the owner. Foreign checks can also be submitted. All bank charges are payable by the tenant. In case of a later reduction of number of renters it will be not possible to reimburse such costs.

## **7. Extra charges**

The fee of 130,00 \$ for the final cleaning of the house is included in the calculated rent. A cleaning by the tenant does not replace the fee. Including in the rental fee are the costs of the house instruction, the normal water consumption, the fees for refuse collection, cable television, high-speed Internet, national calls and landline calls to Europe and the cost of pool and garden service. Incidental fees include electricity up \$ 35,00 per week as well. Higher electricity costs consumed over this weekly amount will be deducted with \$ 0,12 U.S. per kWh from the security deposit. Filling the gas tank for the BBQ grill and the cleaning of the grill is up to the tenant. Non cleaning will be charges with a fee of \$ 50,00 . Also included are the applicable local taxes raised by the Federal State of Florida with 6% sales tax and 5% tourist tax. The current status of each meter is read on arrival and departure in the presence of the tenant.

## **8. Changes in booking and cancellation**

For changes or cancellations a minimum fee of \$ 100.00 will be charged. The fee depends on the amount of rebooking and rebooking will be due upon the written confirmation. Withdrawal or a cancellation, even partially, can be expressed explicitly and in writing. Verbal agreements have no validity.

Decisive for the time limits is the incoming date of the document at the owner of the house. With input from

- more than 56 days before arrival 25 % of the agreed rent is payable

- 56 to 42 days before arrival 50% of the agreed rent is payable

- less than 42 days before arrival 100 % of the agreed rent is payable

The lessor also does not grant any reimbursements in case of cancellation of the vacation or early departure because of bad weather conditions. This clause is also valid in case of announced hurricanes or flooding. Should succeed for the canceled period by the owner to other subleases, only a processing fee of \$ 120.00 to cover the additional costs and expenses is to be paid.

In this regard it is recommended to conclude a travel cancellation insurance.

### **9. Pets / Non-Smoking**

Pets are not allowed in the house or anywhere on the lot. The entire house is non-smoking. The house is equipped with a modern airconditioning and smoke detectors in all rooms. Smoking is restricted to outdoor areas. Please put cigarettes only in an ashtray. If the renter doesn't comply with that he is responsible for all damages which arise from that. It should be noted that the location of the leased property is a residential area. Night and afternoon rest must be observed, therefore. Unnecessary noise and loud music are to be avoided. Nudity or "topless" in the U.S. are banned also in the private sector.

### **10. Liability**

The lessor is only liable for the accurate execution of the reservation and the preparation of the house. The lessor expressly is not liable for any direct or indirect material damage or bodily injury neither of the renter nor any other third party! Also the lesser is expressly not liable for any direct or indirect material damage or bodily injury neither of the renter nor any other third party, which occurred because of a technical deficiency, carelessness, gross or willful negligence respectively by improper handling of the rental object or parts of its equipment!

The lessor expressly emphasizes the obligatory supervision of parents for present children. This is valid for the whole area of the rented object and especially for the pool area.

If the lessor has to withdraw from the contract due to „force majeure“ like forces of nature, vermin plaques etc., the already paid amount will be returned to the renter. Further liability is excluded also in case of unpredictable or unavoidable circumstances as for example official directive.

The Cape Coral area is one of the fastest developing areas in the USA. Because of this it cannot be excluded that sometimes you have to face some annoyance due to noise in the surrounding of the rental object. This is no reason for any claim against the lesser, likewise as noise or other disturbances by neighbors.

The rental contract is based on private law. The lessor is no travel agent that means under no circumstances the travel law becomes applicable.

### **11. Place of jurisdiction**

With the rental contract coming into force as well by his signature, the renter accepts these rental conditions. Should one of these conditions become ineffective in law, others which are equivalent will take their part. The other paragraphs won't be changed through that. Any disputes arising hereunder will be settled under German law at the court of law in the city of Henstedt-Ulzburg, Germany.

### **12. Severability Clause**

If any section, subsection, paragraph, sentence, clause, or phrase of the rental agreement or these conditions shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of the contract which shall continue in full force and effect. The renter accepts the rental agreement and these conditions. To this end the provisions of this contract are hereby declared to be severable.

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