

Terms & Conditions / Booking Form
SunKiss Villas, Inc., 1966 McCue Rd., Summersville, WV 26651
Phone: 407-479-8580, Fax: 407-479-3130
Email: skinfo2@sunkissvillas.com



Name		# of Guests	
Address 1		Arrival Date	
Address 2		Departure Date	
City		# of Nights	
State/Province		# of Children	
Postal Code (Zip)		Estimated Arrival Time	
Country		Name of Villa Desired	
Phone 1		# of Bedrooms	
Phone 2		Quoted Rental Price	
Email 1		(\$31 pn/ \$212 pw) Pool Heat:	Yes No
Email 2		Total Price	
Extras (please indicate)			

#	Guest Name	Age	#	Guest Name	Age
1			10*		
2			11*		
3			12*		
4			13*		
5			14*		
6			15*		
7			16*		
8			17*		
9*			18*		

Please complete the form in full, sign and return all pages with payment (if applicable) to SunKiss Villas, Inc, 1966 McCue Road, Summersville, WV 26651

Phone: 407-479-8580 **Fax:** 407-479-3130 **Toll Free:** 888-777-9591 (US and Canada)

Because of bank conversion charges and time requirements we do not accept non-US checks. For security reasons we recommend using your credit card for payment. Please call us for approval to use US check or money order.

* Maximum Capacities:

3 bedroom homes: 6-8

4 bedroom homes: 8-10

5 bedroom homes: 10-12

6 bedroom homes: 12-14

7 bedroom homes: 16-18

Initial _____

SunKiss Villas – Booking Terms and Conditions

Although this contract is supplied by SunKiss Villas, the terms and conditions of this contract are made between the owner of the villa you have rented and you, the renter. SunKiss Villas is merely the conduit between the owner and renter. In consideration of the monies received and the mutual promises contained herein, the Owner of the subject property hereby agrees to give a license to use the Property to the undersigned, (herein referred to as Guest), on the property and dates described on the reservation form and in the confirmation e-mail, under the conditions stated herein.

Check-In – Check in time is 4pm or later. The villas are being cleaned prior to this. Please make arrangements to arrive after 4pm. If you need to check-in earlier please notify us in advance and we will try to accommodate you. Accessing the villa prior this time without the managers permission and prior arrangements will cost you your Security Deposit or HOLD.

Check-Out – Check out time is 10am. Please vacate the villa by 10am to allow for proper cleaning before the next guest arrives. Failure to vacate on time could result in additional charges or loss of security deposit if prior arrangements have not been made.

Reservation Deposit - £150 (\$200) or 34% (which ever is greater) of total rental cost (excluding tax) is required to reserve our villa. This is nonrefundable in the event of cancellation. The reservation deposit is applied toward the total rental cost. **Multiple Home Rentals:** If you are renting multiple homes for a large group our reservation deposit requirements are higher. It has been our experience that the risk of cancellation is greater for multiple home rentals by a large group. For large groups requiring multiple homes we require a 50% deposit. A word of wisdom: if you are the coordinator for the rental of multiple homes please make sure you have been paid by all parties for their respective villa rentals. Your vacation memories should be happy ones spent having fun at your vacation home, not memories of arguments you've had with extended family members over the reservation deposits and costs.

Balance – the balance is due eight weeks prior to your arrival date. Minor amendments to the booking are undertaken at the owner's discretion (subject to availability). Failure to pay balance by due date could result in the cancellation of your reservation.

Cancellation Charges – We must be notified in writing as soon as possible in the event of cancellation. Should you cancel after the deposit is paid but before the balance is paid, your deposit is forfeited. If you pay the balance earlier than the due date and have to cancel before the due date then we will refund the balance amount (not including the reservation deposit). Once the full balance of your holiday is paid, and your arrival date is less than eight weeks away, then 100% of the cost is forfeited, if you cancel, and you must recover the loss from your travel insurance if possible. We cannot refund unused days (if you arrive late or depart early). **WE STRONGLY ADVISE ALL GUESTS TO ENSURE CANCELLATION COVERAGE IS PROVIDED FOR WITHIN THEIR TRAVEL INSURANCE POLICY! If you purchase CSA Travel insurance through SunKiss Villas, you must do so BEFORE your balance has been paid in full or at the time of your reservation if your arrival date requires full payment.**

Changing Dates and villas -- Once you have selected a villa and reserved it we will be unable to change the villa you have reserved because we have effectively taken it OFF THE MARKET from promoting it for those dates. We will consider changing dates for the same villa within 1 month of your original arrival date (before or after) IF the villa is available. **Exceptions:** It's too much to detail in this contract but there may be exceptions to these 2 rules and we will elect to undertake such exception at our own discretion and for an additional fee of \$100.

Pets & Smoking – Pets and smoking are not permitted in our villas.

Accidental Damage Protection (Security Deposit Protection) - An "Accidental Damage Protection" plan cost of \$69.95. is added to your reservation to cover the cost of accidental damages. We all know that accidents can happen. Things like dropping a class and cracking a ceramic tile can cost \$150 or more to repair. A broken blind can cost over \$100 to repair or replace. And these are just a couple of the countless things that can happen during your stay that can cost you your security deposit. Our accidental damage protection covers you for up to \$3,000 in accidental damage. Well worth the \$69.95. BUT you MUST report damages prior to check-out or damages are deducted from your Security HOLD.

This Security Deposit Protection plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of [\$3,000]. Any damages that exceed [\$3,000] will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of [\$3,000]. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage are contained in the Certificate of Insurance or Insurance Policy. The Security Deposit Protection can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly [SunKiss Villas] any amount payable under the terms and conditions of the Security Deposit Protection. Please contact [SunKiss Villas] directly if you do not wish to participate in this plan or assignment.**

If you do not wish to include Security Deposit Protection in your reservation we will require a \$500 Security Deposit that will be charged to a valid credit card.

Initial_____

Security Deposit – HOLD (pre-authorized amount) - accidental damage protection does not cover intentional damage or abuse, lost keys, operator assisted calls, theft, etc. We require a current and active credit card on file on the day of your check in with an expiration date after your departure date in the event of intentional damage or abuse, lost keys, operator assisted calls, theft, etc. On the day of your arrival we will pre-authorize your credit card for \$300. Although this is not a charge unless intentional damage or abuse is determined, these funds will not be available to you until they are released after departure. By signing this contract you give us authorization to continue to pre-authorize your card for \$300 until after your departure. If no intentional damages are found then the pre-authorized amount will simply fall off your card and be added back into your available credit after your departure. Please be aware that you can be held liable for damages in excess of the pre-authorized amount and by agreeing to these terms and conditions you authorize charges to your credit card for any damages in excess of the pre-authorized amount. You may also be liable for court costs, attorney's fees, etc. to recover damages. The owner or manager has the right to request a higher security deposit, up to \$1000, or refuse a reservation request, if they feel the ages or makeup of the group poses a higher risk of property damage. The bottom line is "take care of the villa and you won't have added charges." Please be aware that our homes are inventoried for contents, including towels, linens, kitchen utensils and flatware, Cds, DVDs and video games and systems, hair dryers, etc. Missing items can cost you. Failure to clean the BBQ grill after you use it or leaving dirty dishes/pots/utensils in the sink or dishwasher without starting it with automatic dish soap will result in a \$50 charge against your preauthorized amount. We don't require our guests to do much before their departure but common courtesy dictates that guests leave the home in good condition. **WE STRONGLY ADVISE OUR GUESTS OBTAIN TRAVEL / RENTERS INSURANCE FOR YOUR STAY.** Cable TV and phone services in our homes have blocks on them to help prevent adding of features, such as pay per view movies, package add-ons, international calling, etc. If these blocks are circumvented by the guest and a charge for such items appears on the villas monthly bill with a service start date that coincides with your stay then we will seek payment for these services. We reserve the right to charge your credit card for these services for up to 60 days following your departure date. **If you do not wish to include Security Deposit Protection in your reservation we will require a \$500 Security Deposit that will be charged to a valid credit card INSTEAD OF THE \$300 Security HOLD (pre-authorized amount) outlined in this section.**

Maximum Capacities – Each Villa has a maximum occupant capacity. These capacities are for guests “staying in the villa” not for day visitors. There may be restrictions on the number of day visitors you may have at any one time also. Typical villa maximum capacities are:

• 3 Bedroom Homes = 8 • 4 Bedroom Homes = 10 • 5 Bedroom Homes = 12 • 6 Bedroom Homes = 14 • 7 Bedroom Homes = 18

The above maximum capacities are a guide only. Recommended capacities are normally at least 2 less than the above capacities. Please check the villa listing to see what the capacity is for the villa you want. A word of advice, you will enjoy your stay much more if you don't try to overcrowd. It's worth the extra to have a little more space. **Exceeding maximum capacity will forfeit your security deposit in its entirety.** Our manager has the right to request a head count of your group at any time during your stay to check the total number of your group. Please don't try to exceed these capacities. Day visitors create additional wear and tear on the villa and increases the chance that damage will occur. As a result, you may be required to pay a higher security deposit if you have a large number of day visitors. If you intend to have day visitors please supply a list of day visitors, their ages and any additional information we can use to assess your group size.

Final Confirmation – Upon receipt of your balance payment and this completed and signed form we will provide you with management company contact information, driving directions for when you reach Orlando, etc. Upon your arrival the management company will provide you with the electronic lock code or key for the villa. You will use this code or key during your stay. If direct access to the villa is provided, without seeing the manager, you will receive an email from us with the lock code to the villa and instructions about a week before your scheduled arrival date. **YOU MUST PRESENT A COPY OF THIS SIGNED FORM TO THE MANAGEMENT COMPANY, OR TO US DIRECTLY, BEFORE YOU CAN GAIN ACCESS TO THE HOUSE.**

Accommodation:

- During your occupation of the villa we expect you to take all reasonable responsibility for the safety and security of the property (e.g. ensuring that the property is secure when you go out and supervising children to avoid domestic hazards and accidents). We will not be held responsible for accidents in the home or the pool area and recommend that children are supervised at all times whilst in or near the pool area.
- We cannot be held responsible for any withdrawal of amenities within the development or any breakdown of equipment, appliances in or around your vacation home during your stay.
- All personal items and valuables are your own responsibility and we will not be held responsible for reclaiming items left in the vacation villa after your party has departed. Please take every precaution to secure your valuables when you are not in the villa.

CHECK WITH YOUR TRAVEL INSURANCE FOR COVERAGE AGAINST THEFT, ETC.

- Please be aware that the villa is situated within a mixed community of vacation homes and residential homes. We cannot therefore, be held responsible for any on-going construction, alternations to existing homes or any noise or nuisance on or around the housing development.
- Our Villas are SELF CATERING. Although we provide towels, linens, starter toilet paper and courtesy soaps in each bathroom, etc., we don't supply enough of these items for your entire stay. You will probably need to purchase items such as laundry detergent, regular size soaps, shampoos, etc to meet the needs of the size of your party and the length of your stay.

Initial_____

Pool Heat – Our pools are heated with electric heat pump, a pool blanket on professional reel, and may also have solar heat. Solar heat is generally adequate from April –October (if used in conjunction with the pool blanket). During the months of November – March extra heat via the electric heat pump is recommended to provide for comfortable water temperatures. If extra heat is desired please request this before your balance payment is due. Solar heat is free. Extra heat via the electric heat pump is \$31 per day or \$212 per week, including tax. We cannot guarantee the temperature of any heated pool as this will vary according to several factors – the main one being prevailing weather conditions. There are no refunds for pool heat because of weather conditions or non-use of the pool. To keep the pool temperature as comfortable as possible it is important to put the pool blanket on the pool when not in use. Failure to use the pool blanket will result in loss of heat overnight or through the day. Do not attempt to adjust pool controls, including the temperature controls as this can result in damage to pool equipment. Adjustments must be made by the manager. For assistance with any pool issue you must contact the manager. Remember, these are residential pool heaters and generally speaking, pool temperatures will only reach 10 degrees above the average outside air temperature. If you have selected pool heat, or are thinking about it, you should monitor the Orlando temperatures to see if pool heat will be worth while. You can then let us know BEFORE YOUR ARRIVAL DATE if you would like to add or remove it from your reservation.

Trash - Trash pick up for our homes is strictly regulated by the home owner's association, the county or the city where the home is located in. Failure to follow the instructions in your "Final Confirmation" paperwork for Trash Pick Up can result in a fine from the regulating agency which will be deducted from your security deposit. These fines are typically \$25 per occurrence.

Liability – During your stay, our agents and we will not accept any liability whatsoever for death, personal injury, accidents, illness, loss or damage to persons or property, **however caused**. We do our best to provide a safe environment for our guests but you assume full responsibility for all persons in your party. Please keep a close eye on your children and keep them from potential harm. By agreeing to these policies you hold us and our agents blameless and free from lawsuits for any injury to your party or loss of your personal property that may occur during your stay. **WE STRONGLY ADVISE OUR GUESTS OBTAIN TRAVEL / RENTERS INSURANCE FOR YOUR STAY.**

Force Majeure – We cannot be held responsible for or liable in respect of loss, damage or changes caused by force majeure such as strikes, floods, closure of air- ports, weather conditions or other events beyond our control.

If A Home Becomes Unavailable – On a rare occasion the home you reserved may become unavailable prior to your arrival due to several reasons beyond our control. This can include the owner removing it from rental status, damage from storms, mechanical equipment failure such as AC, etc. In such an event we will offer you other accommodations of equal quality and amenities, if there is any availability. We are under not obligation to upgrade to a larger home but may choose to do so at our discretion. If we have no homes of equal quality we may offer you a home of lesser quality at a lesser rate. In an effort to help our guests find accommodations we may contact other managers outside our on inventory of homes and our normal contacts to find available homes. If we are unable to find any alternate accommodation that is satisfactory to you we will refund your reservation in full.

HURRICANE POLICY - SunKiss Villas Vacation Homes does not offer refunds or reschedule trips due to hurricane activity. If you are concerned about possible interruption, cancellation or delayed travel due to tropical occurrences, you are strongly encouraged to purchase trip insurance at the time of booking (or at least 60 days prior to arrival; trip insurance may not be purchased after final payment has been made). Trip Insurance is 7% of your reservation total, and offers a comprehensive cancellation and interruptions policy which can protect you not only in event of weather related storms, but sudden emergencies as well. The peak season for tropical activity is August through October, and SunKiss Villas strongly encourages all guests to purchase trip insurance, especially during these months.

Complaints – in the unlikely event of a complaint during your stay, this must be referred to the management company immediately during your stay and not the villa owners or SunKiss Villas. Complaints relating to how clean the villa or any of its amenities are, and discovered damages, must be reported to the management company within 24 hours of arrival or you have no recourse for those issues. Notifying management does not release you from responsibility for damages clearly caused by you. Our management team will do everything possible to fix any problems but they can't fix what they don't know about. All complaints must be submitted to the management company on our complaint form which will be supplied to you from the management company when you call. This form is designed to completely document the conversations of both guest and management to avoid misunderstanding and inaccuracies. It is also used to document corrective actions taken. If you make a complaint you must give management access to the house to confirm the problem and take corrective action. Failure to allow management to make corrective actions releases us, the management company and the villa owners from any claim for compensation or any liability and recourse from you.

Currency – Please use US dollar for accuracy in transaction.

Initial_____

Payments - Any payment for reservation whether deposit or in full constitutes acceptance of these terms in their entirety. I/We have read and understood and I/We agree to accept and abide by the terms and conditions of the booking, as detailed above and overleaf. I/We accept that I/We act for all persons for whom the booking is made and confirm that I/We are authorized to act on their behalf. Failure to return signed copy of full terms and conditions could result in cancellation of my reservation and forfeiture of my reservation deposit.

I Accept the Terms and Conditions of this Contract.

<p>_____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Date</p>	<p>You may also submit this form by faxing the completed form to the fax number at the top of page 1. Your signature is required. If you have difficulties please contact us at: 1-407-479-8580. You may also return by scanning the completed and signed contract into your computer and emailing it to us at the email address at the top of this form.</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">Mail this form to:</p> <p>Return this form with payment (if applicable) to: Mark Douglas, 1966 McCue Road, Summersville, WV 26651-4215. Phone: Toll free in the US – 1-888-777-9591. Outside the US: 407-479-8580.</p> <p>Please ensure all checks are made payable to: SUNKISS VILLAS. We do not accept non-US checks.</p> <p style="text-align: center;">Thank you for your reservation!!</p>
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TRAVEL INSURANCE

You are a valued guest and we want to do everything possible to make your trip enjoyable and worry free. Because certain unforeseen circumstances can occur before you leave or when you're away from home. We recommend CSA's Vacation Rental Insurance Plan. For only 7% of your reservation you can protect yourself for unforeseen travel problems. Please review the enclosed Marketing Flyer for more details. Please review our cancellation policy above. DO NOT SIGN BELOW IF YOU INTEND TO PURCHASE. By initialing this form, you acknowledge you have read and understand our cancellation policy and choose NOT to purchase Vacation Rental Insurance.

Signature _____ (I DECLINE travel insurance from CSA, offered through SunKiss Villas, Inc.)

If you WANT TO PURCHASE and add the cost of CSA Travel Insurance to your reservation please "X" the following line and sign on the line. Travel Insurance must be purchased BEFORE your balance has been paid in full or purchased with your reservation if your arrival date requires full payment to reserve.

_____ ("X" to purchase Travel Insurance) _____ (I want to purchase Travel Insurance)

You may submit this form by faxing the completed form to the fax number at the top of page 1. Your signature is required. If you have difficulties please contact us at: 1-407-479-8580. You may also scan and email it back to us.

OR Mail this form to: SunKiss Villas, 1966 McCue Road, Summersville, WV 26651-4215. Phone: 407-479-8580.

Thank you for your reservation!!

Initial _____