



## TERMS & CONDITIONS

By making a reservation you are entering into a legal rental contract with Sunset Villas, and therefore agree to and are bound by Sunset Villas terms and conditions:

### 1. TERMS & CONDITIONS OF RENTAL

- This rental agreement provides our standard terms and conditions of all property rentals for Guests.
- I must notify Sunset Villas within two (2) hours of arrival if there is any existing damage to the property or any notable conditions.
- I understand that I am responsible for the cost of any damages sustained to the property, décor or its contents during the stay; this includes the moving of items to another property, breakage or any excessive cleaning charges incurred during my stay.

### 2. RESERVATION TERMS AND CONDITIONS

- Guests are prohibited from moving any furniture or any type in the property. Moving of any furniture can result in damage to the walls, flooring or the furniture itself.
- Smoking is not permitted in any property managed by Sunset Villas at any time. In the event that a Guest is found to have smoked in the property, the Guest will be contacted and informed of any charges related to the cleaning/deodorizing of the property and all items in the property (i.e. carpets, furniture, window treatments etc.) These charges will be applied to the credit card on file for the reservation.
- No drug use in or near the property. Guests are not allowed to use the property for any immoral or unlawful purpose. Any Guest who violates any law or ordinance will immediately terminate occupancy without a refund.
- Pets are not permitted in any property managed by Sunset Villas at any time. Guests with pets are advised to place their pets at another facility for the duration of their stay. Sunset Villas shall not be responsible for any loss or injury to a pet while staying at the property, or for any action taken against the pet or pet owner by third parties. In the event that a Guest is found to have had a pet in the property, the Guest will be contacted and informed of any charges related to the cleaning/deodorizing of the property. These charges will be applied to the credit card on file for the reservation.
- Sunset Villas and/or its representatives may enter the property as reasonably necessary for protection or inspection; for maintenance, repairs or; for any other emergency and with such notice as Sunset Villas, in its sole discretion, deems appropriate.



- The owner of the rental property may maintain a locked area (such as safes, closets, and garages) in each property for the storage of their personal belongings. These locked areas are not intended for guest use and will not be accessible. In the event that a Guest is found to have tampered with the locked area, the Guest will be contacted and informed of any charges related to the damage.
- Quiet time is strictly 10:00 PM Eastern Standard Time onwards. Guests who do not comply and disrupt the peace and quiet will be required to vacate the property without refund.
- Guests must agree and abide by all community and Homeowner Association rules for the community in which they are staying.
- Sunset Villas may not manage adjoining properties. If a neighboring property is breaking the quiet time rules, please contact the neighborhoods security or the non-emergency line at the County Sheriff's office.
- The rental property is not to be used to host parties, events, or social/group gatherings. Only Guests listed on the Rental Agreement are permitted to stay in the rental property. Any Guests having a party, event, or social/group gathering in the property or exceeding the numbers of authorized Guests will be removed without refund. Additionally, if it is discovered upcoming guests are hosting a party, event, or social/group gathering in one of Sunset Villas rental properties, Sunset Villas reserves the right to cancel the reservation prior to the Guests stay, with recompense at Sunset Villas judgement.
- The rental property is self-catering. Therefore, there is no daily maid service or mid stay clean unless the Guest chooses to pay for these additional services.
- All property descriptions given on the website(s) are made in good faith. Sunset Villas and the owner(s) of the property accept no liability whatsoever for errors or omissions.
- The rental period will begin and end on the dates as shown in the Rental Agreement.
- Guests park vehicles at their own risk. Sunset Villas is not responsible for thefts or damages.
- Pools are used at Guest(s) own risk.
- Pool/Spa heat is not included in the total cost of a reservation.
- By State Law, occupancy may not exceed what is posted for each rental property. Maximum occupancy excludes children under three years of age. Only Guests listed on the Rental Agreement are permitted to stay in the rental property.
- By State Law, for the safety of children all doors that have direct access to the pool may be alarmed. Tampering or disconnecting the pool alarm is a criminal offense. According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5,000 fine or one (1) year in jail. Please do not tamper with the pool alarms. A



minimum charge of \$75.00 per alarm will apply for its repair/replacement if tampered with. Alternatively, the property may have a removable pool safety fence located around temperature is outside of the company's control and is regarded as an act of nature. Please note that cold weather does not constitute a mechanical failure and no refunds will be given for problems that are due to cold weather.

- In the event a Guest leaves any personal item(s) behind in the rental property, we will do our best to locate the forgotten item(s).
- Sunset Villas is not responsible for any losses under any circumstances. If the item is found, then the Guest will be notified. The Guest will be responsible for any cost incurred.

### 3. CHECK-IN

- Check-In time is 4:00 PM
- The property will have an electronic lock for your convenience. The electronic code that you will receive will allow access to the rental property throughout your stay dates. Guest(s) may proceed directly to the property for check-in. This code will be sent upon final receipt of payment and signature of your rental agreement.
- An early arrival can only be arranged for an additional fee if the home does not have another Guest's departure scheduled.
- 4 weeks prior to arrival and upon receipt of the Rental Agreement and fully payment of your reservation. Sunset Villas will email the Guest Rental Information, which will include keyless access door code for your entry into your vacation home. This code will be activated at 4:00 PM, which is Check-In time.

### 4. CHECK-OUT

- Check-Out time is 10:00 AM PROMPT.
- You are not required to clean the home or wash the linens or dishes. However, there will be an additional cleaning fee if the home is left in a condition that would require an excessive or additional cleaning.
- You are required to take out your trash on the designated days as stated in the property.
- A late check-out can only be arranged for an additional fee if the home does not have another Guest's arrival scheduled. This option must be arranged in advance and cannot be added on the day of departure.



- In the event a Guest fails to depart from the home by 10:00 AM with no late check-out arranged and results in Sunset Villas being unable to clean and prepare the home for the next arriving Guest that day, the departing Guest agrees to pay the damages and costs incurred by Sunset Villas; including but not limited to moving the incoming Guest to another property.

#### **5. NO SMOKING POLICY**

- Smoking is not permitted in any property managed by Sunset Villas at any time. In the event that a Guest is found to have smoked in the property, the Guest will be contacted and informed of any charges related to the cleaning/deodorizing of the property and all items in the property (i.e. carpets, furniture, window treatments etc.) These charges will be applied to the credit card on file for the reservation.

#### **6. NO PETS POLICY**

- Pets are not permitted in any property managed by Sunset Villas at any time. Guests with pets are advised to place their pets at another facility for the duration of their stay. Sunset Villas shall not be responsible for any loss or injury to a pet while staying at the property, or for any action taken against the pet or pet owner by third parties. In the event that a Guest is found to have had a pet in the property, the Guest will be contacted and informed of any charges related to the cleaning/deodorizing of the property. These charges will be applied to the credit card on file for the reservation.

#### **7. PEST CONTROL**

- Pest Control is carried out regularly by a professional in all of our homes. Please remember to keep all doors closed.

#### **8. POOL/SPA HEAT**

- Pool and Spa heat is not included in the total cost of reservation. This is an additional charge for Guest(s) to add to their reservation if available.
- Pool/Spa heaters operate on a timer and are set to come on in the morning and go off in the evening.
- Please allow 24 hours after the turning on of pool heat to feel the effect.



- Please remember the pool heaters performance is affected by the outside air temperature. The colder the air temperature then the less effective an electric pool heater will be.
- If your home is supplied with a blue/clear pool blanket, then using this especially over-night should help to retain some heat whilst the pool pump is not operating.

## 9. BASIS OF RENTAL

- Sunset Villas is an independent property management company that manages privately owned individual rental properties within communities/resorts.
- The Guest agrees and Sunset Villas permits the Rental period to begin and end on the dates and times shown as the Rental period, as shown in the Rental Agreement.
- Each home comes complete with a fully equipped kitchen including a refrigerator, freezer, oven, range, microwave, dishwasher, toaster, coffee maker, cookware, dishes, glasses, utensils, linens and towels. Each property also includes a full-size washer and dryer, iron and ironing board, and hair dryer. While bath and hand towels are provided, you may want to bring your own beach towels and washcloths, as these are not always supplied in the property.
- Please understand that vacation homes are self-catering accommodations. Sunset Villas provides complimentary starter soap, toilet paper, and trash bags. Once these items are used, it is the Guest's responsibility to replenish them.
- No refunds will be given for late arrivals, early departures or unused days of your rental property reservation.

## 10. PAYMENT TERMS AND CONDITIONS

- The Guest making the reservation must be 25 years of age or older.
- The final payment will be billed to the credit card on file unless other payment arrangements have been made.
- A 20% non-refundable deposit is required per reservation.

## 11. SECURITY DEPOSITS

- A security deposit may be held for selected properties for loss of damage caused to the property and its contents. A security deposit may be required if the number of guests in a property reaches a specific threshold relative to the size the



property. The security deposit may be required after the initial reservation is made based on the number of guests in the homes. The security deposit will be fully refundable (within 2 week of vacating the property) after a satisfactory status report. Where there is no damage or breakage the security deposit will be fully refunded to your card. The security deposit is paid by credit card with the final balance. Failure to pay a requested security deposit will lead to a cancellation of the reservation.

## 12. CANCELLATION POLICY

- All reservation deposits are non-refundable, which is 20% of the reservation total.
- All cancellations must be received in writing and are subject to the following penalty percentages of the total cost of the reservation:
  - 20 % from the initial date of the booking up to 45 days prior to the arrival date -
  - 50 % if the booking is cancelled less than 45 days prior to the arrival date.
  - 75 % if the booking is cancelled less than 30 days prior to the arrival date.
  - 100 % if the booking is cancelled less than 15 days prior to the arrival date.
- All reservations made by Guest(s) are made for a specific property for specific dates.

## 13. ACCIDENTAL DAMAGE PROTECTION (ADP)

- There is an accidental damage protection (ADP) fee added onto all reservations at Sunset Villas
- The accidental damage protection fee is a \$79.00 non-refundable fee. You will be covered for all small damages up to \$500.00
- The accidental damage protection fee will cover reported accidental or inadvertent damage, which must be reported to Sunset Villas within 24 hours in order to be eligible for coverage
- The Guest will be fully responsible for all damage charges, which will be processed onto the Guest credit card on file.
- The accidental damage protection will become null and void upon Guest departure and any un-reported damage found by Sunset Villas will be at the sole responsibility of the Guest
- In the event that the Guest fails to pay any amount due to Sunset Villas for property damages, Sunset Villas reserves the right to exercise any legal remedies to pursue the amount owed from the Guest



- This plan is provided by and administrated by Sunset Villas and is NOT an insurance policy
- Intentional damage, theft or gross negligence is NOT covered and will result in additional costs to the Guest and possible legal action.
- The Accidental Damage Plan does not cover negligence and gross intentional damages to the property. It also does not cover theft. If the small damage does occur, your card will not be charged. The only time the card would be charged is if the damage is negligent or for gross intentional damages, damages are not reported or damages that exceed \$500.00. Please Note: Guests must also report damages upon arrival. If damages occur during guest stays, guests must also contact Sunset Villas and report the damages. Failure to do so will void the protection plan.

#### **14. LIMITATION OF LIABILITY**

- Community and home amenities are used at the Guest's own risk. Guests should exercise caution when using stairs, elevators, showers, bathrooms, and walkways. Sunset Villas and the homeowner (s) accept no responsibility for any personal loss, injury or illness, and shall not be held liable for the personal safety of the Guest or their travel party.
- Sunset Villas and/or the homeowner do not release the physical address of the property to the Guest prior to receiving a signed and valid Rental Agreement and payment of the Rental are made in full. At this point, the Guest will be sent via email a Rental Voucher, which will include the property address and all other information needed for the Guests' arrival.
- Sunset Villas and/or the homeowner do not accept liability for lost or stolen personal property of the Guest within the property during the rental period. In the event that the property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then contact Sunset Villas to report the lost or stolen items.
- Sunset Villas and/or the homeowner do not accept liability for equipment failure and/or services in the property. In the event of failure equipment, the Guest must notify Sunset Villas within one (1) business day, so that Sunset Villas may elect to rectify the failure.
- The Guest must ensure that children are supervised at all times. It is the policy of Sunset Villas that all children under the age of 18 years are not left in the rental home un-supervised at any time during the rental period.



- Games, toys, baby furniture/equipment, strollers, rental cribs are all used at the Guests' own risk.
- The Guest understand there is no lifeguard on duty, and it is the rental property's terms of use that the use of the pool is entirely at the Guest's own risk. Diving, horseplay or running around the pool area is prohibited; no child in the party or adult non-swimmer will use the pool without adequate adult supervision or the supervision of a strong swimmer. The Guest must immediately report any problems with the pool alarms or pool safety fencing. All Guests understand and agree that neither the property owner nor Sunset Villas can accept responsibility whatsoever in the case(s) of accident or illness whilst on the property.
- Sunset Villas does not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have deleterious effect on the Guest.
- We accept no responsibility of liability for any loss or damage or altercation in the terms of your reservation caused by the events beyond our control, including, but not restricted to war, terrorist activity, civil commotion, flight delays or cancellations, airport closure, adverse weather conditions, fire, flood or industrial dispute. There will be no credit given for shortened stays due to late arrival or early departure for any reason and no credit given for cancellation due to weather conditions.
- We cannot accept any liability for the failure of public supplies such as water, electricity, gas or telephone/internet supplies. Nor for the consequences of the actions or omissions of persons who may supply or control main services, or any action taken in the vicinity of the property reserved, by any authority or persons over which we have no control We cannot accept any liability for the air conditioning system, the pool heater or any household appliance breaking down. Urgent steps will be taken for a professional to rectify the problem.
- The use of BBQs is at the Guest(s) own risk and Sunset Villas cannot accept any responsibility for injury of any kind that may arise from the use of BBQs. The Guest takes full responsibility for the connection of gas bottles. Guests should also remember to keep children away from BBQs whether it is in use or not.
- Sunset Villas do not accept liability for failure of pool heat to provide adequate heating where pool is provided via an electric heat pump, and where the outside air temperature drops below 55 degrees Fahrenheit. Electric heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool outside of Sunset Villas control and is regarded as an act of nature.





- According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5000 fine or one (1) year in jail. Please do not tamper with the pool alarms.
- Failure to comply with any of the terms herein will at the sole discretion of Sunset Villas, result in the eviction of the Guest from the Property, without refund.

#### 15. FORCE MAJEURE

- There may be circumstance beyond our control, in which the property might not be available for your reservation. Examples of these, but are not limited to, destruction of property, sale of property, construction nearby water, gas or sewer leaks, fire or any other damage to the property making it inhabitable or potential inhabitable
- In the event of Force Majeure, Sunset Villas will do their best to make alternative arrangements. If these alternative arrangements are not acceptable to the Guest, the Sunset Villas will refund all monies paid. If the Guest accepts the alternative accommodation, they also agree to re-locate back to the original property when it is deemed available by Sunset Villas. This will be the full extent of our liability to the Guest, and we will not be responsible for any other costs connected with any such cancellation howsoever arising.

*Submitting the online reservation form signifies that you are agreeing with these Terms and Conditions.*