

TERMS & CONDITIONS OF THE SHORT TERM RENTAL AGREEMENT OF A 4 BEDROOM TOWNHOUSE

AT REGAL PALMS RESORT.

All bookings accepted by www.regalpalmsholidays.com for the Rental of the Property on the Regal Palms Resort are subject to the following Terms and Conditions

Abbreviations & Definitions used in this Agreement

The Guest (including You, Your, Guests)	The person or persons making the reservation and members of their party and the person entering the contract for rental services of a townhouse situated at Calabria Avenue, Davenport, Florida.
RPH	regalpalmsholidays.com (the owner)
The Owner (including We, Our, Us ,RPH)	regalpalmsholidays.com
The Property	4 Bed, 3 bath townhouse situated within the private gated community of Regal Palms Resort.
The Resort	Regal Palms Resort 2700 Sand Mine Road, Davenport, Florida, FL33897
The Management Company (including local Property Management Company)	Regal Palms Resort & Spa Management LLC 2700 Sand Mine Road, Davenport, FL33897
The Rental Period	Defined as 4.00pm local Florida time on the afternoon of the first day requested and agreed, ending at 10.00am in the morning of the last day requested and agreed.
Rental Agreement (including rental contract)	A short term rental contract entered between the owner and guest to rent the property for an agreed number of days for an agreed amount of money
Responsible Adult	A member of the guest's party aged 25 years or older at the start of the rental period
Payment (including paid), received, receipt	Funds cleared into the owners bank account (please note that payments by cheque require a minimum of 5 working days to clear)

Quotations - All quotations are valid for a period 30 days from the date of the first response to a booking enquiry. Quotations then may be subject to change without notice. A Rental Contract between the Owner and the Guest does not exist until agreed Terms and Conditions have been received by RPH and receipt of the deposit (or full payment if within 10 weeks of commencement of the rental period) in cleared funds has been paid by the Guest and acknowledged in writing or via e-mail by the Owner.

Booking Procedure, Payment Terms and Jurisdiction

- a. The Guest should contact RPH in writing (email is satisfactory) detailing the exact dates you wish to rent The Property (The Rental Period). RPH shall reply as to availability & cost of the Rental Period. If this is acceptable you must supply us with your full name, the names of all those in your party (including ages of those under 21 at the start of the Rental Period), your address, the address of those in your party (if different), your contact telephone numbers, and an Emergency contact name & phone number in the event of a next of kin needing to be found. We will advise you of the amount of the non-refundable deposit required (if any, in the event of a late reservation, The Guest should make himself aware of the payment terms, and the cancellation policy (detailed herein). Once RPH have received your non-refundable deposit, we will contact you and confirm the reservation and the Rental Period. Any provisional reservation, if agreed with RPH, will be held for seven days pending receipt of the deposit (or full rental fee in respect of bookings made less than 70 days prior to arrival) in respect of The Property. A Rental Agreement for the Rental of The Property will not be considered to exist until the deposit has been received and RPH have confirmed the booking in writing or by email.
- b. The deposit (if any) & full balance of the rental price of The Property must be paid by the guest a minimum of 10 weeks before the intended date of arrival at the Resort. Should this not occur, the Owner reserves the right to cancel the reservation, retain any payments made and seek alternative guests with immediate effect, without recourse from the original Guest.

- c. A Rental Agreement and binding contract shall only be considered to exist between the Guest and the Owner when the deposit is paid (or when the full rental fee is paid, where reservations are made within 70 days of the commencement date of The Rental Period). The Rental Agreement relates to the Rental of The Property only for the defined Rental Period
- d. The rental payment paid to the Owner is for the rental of the townhouse (The Property) and use of the facilities of The Regal Palms Resort for The Rental Period only. All members of the Guest's party are subject to the Terms and Conditions of the Regal Palms Resort & Spa Management LLC, which forms part of this Rental Agreement, as defined in more detail in the paragraph titled Terms & Conditions in relation to the Regal Palms Resort & Other Conditions.
- e. The Owner who is raising the Rental Agreement resides in the United Kingdom of Great Britain (the UK), and therefore this Rental Agreement & Contract is subject to UK Law only. Payment of the deposit and balance constitutes acceptance of a Contract on these Terms & Conditions only and subject to the exclusive jurisdiction of the Courts of the United Kingdom of Great Britain. No legislation in any other Country (including the Country in which the Guest resides) related to a Rental Agreement will be considered binding on this Agreement under any circumstances whatsoever.

The Guest & The Owner may not waive the Terms & Conditions of this Rental Agreement unless they are agreed upon by both parties in writing before commencement of the Agreement.

Booking Deposit - A non-refundable booking deposit or £150.00 UK Sterling OR 20% of the value of the booking (whichever is the higher) is required before any bookings are accepted or confirmed. A binding contract does not exist until the deposit has been paid in full. Once the deposit (or the full rental payment, if no deposit is appropriate) has been paid, a contract is considered to exist between the Guest and the Owner. The reservation deposit will be deducted from the total cost of the rental price of the property.

Balance Payment - The balance of the house rental payment is the quoted rental price less any deposit payment. Balance payment should be made in full at least 10 weeks before commencement of The Rental Period. Where reservations are made within 70 days of the commencement date of The Rental Period, full payment of the rental price is required at the time of making the reservation. A Contract for the Rental of the Property is considered to exist between the Guest and the Owner under these circumstances where the full payment of the rental price required has been paid.

Refundable Security Deposit - The Guest shall be held liable for all costs, without limit, of making good any damages or losses to The Property, its furnishings or contents occasioned during the agreed Rental Period. The Property Management Company who manages The Property will require a \$250 security deposit to be held against any damage to the Property or its contents. The Reception staff at the Front Desk of the Regal Palms Resort will take a secured charge against the Guest's credit/debit at Check In. The Property Management Company inspects The Property and its contents after Guest departs, and if no damage, or missing items are found or excess cleaning is required then the secured charge against the Guest's credit/debit card is released. However if there are damaged or missing items of Inventory or the Property requires cleaning beyond that normally required for the agreed Rental Period, then the Guest will be charged for the cost of such items and notified within 30 days of the departure date.

Note: Owing to the security risk of holding cash held at Reception, the Reception Desk staff will not accept cash Security Deposits.

Cancellation

- a. The Guest, may cancel the reservation booked at any time after it has been confirmed, but all cancellations must be in writing, sent via recorded delivery to RPH, 522 Uxbridge Road, Pinner, Middlesex HA5 3PU or email is satisfactory, provided the Owner has replied.
- b. RPH reserves the right to cancel the reservation if payment has not been received in accordance with the conditions detailed herein.
- c. If the reservation is cancelled after the deposit has been paid, the deposit will be forfeited by the Guest and retained in full by RPH, at their discretion. In addition, if the Guest cancels the reservation after the balance has been paid, the rental balance payment will be forfeited under the following conditions:
 - If the cancellation is between 5 and 10 weeks before the agreed arrival date then the Guest will forfeit 50% of the balance payment.
 - If the Guest cancels within 5 weeks of the agreed arrival date, the Guest will forfeit 100% of the balance, at RPH's discretion. Where the guest has paid in full more than 10 weeks before arrival, RPH reserves the right to retain what would have been the non refundable deposit of £150.00 or 20% of the total rental fee (whichever is higher), at the their discretion, with an absolute minimum charge of £25 to cover administrative & bank charges. This policy applies to a part or full cancellation of The Rental Period.
- d. If the Guest decides to cancel the Rental Agreement at any time during the Rental Period for whatever reason, this is at the Guest's discretion, but no refund will be given.
- e. RPH reserves the right to cancel a reservation at any time, and if so, will return the deposit and/or balance (if already paid) in full, subject to (f) below. RPH is not required to offer any reason for such cancellation.

- f. By agreeing to these Terms and Conditions you are also agreeing to waive any other Rights agreed or implied, and not seek compensation in any form whatsoever from the Owner or their representatives in the event that a reservation is refused or cancelled by RPH at short notice.
- g. Dates are not transferable. Guests cannot change dates once the deposit/balance has been paid, unless in exceptional circumstances and with the written agreement of RPH at their discretion

Accountability & Liability – The Guest is required to be a Responsible Adult (see definitions) and must agree to all clauses in this Rental Agreement, which includes being held accountable for any damages or losses to The Property, the Resort or injuries to any third party made by The Guest or other Members of the Guest's party. All adults (25 years of age and above) within the Guest's party must also agree to be held responsible for the activity & behaviour of all the Members of their party who are less than 25 years of age, as defined in the Terms & Conditions of the Regal Palms Club LLC. Members of the Guest's party under the age of 21 years must be accompanied in the Resort facilities by an adult (25 years of age and above) from their party at all times. The person making the reservation will be designated as the Responsible Adult and be at least 25 years of age at the commencement of the Rental Agreement arrival date. If the adult making this Agreement is less than 25 years of age, he/she must notify the Owner before paying for the reservation, and agreement obtained in writing to waive this Condition.

The Property

- a. The Property provided is for the use of persons named by the Guest in the reservation only - subletting, sharing or re-assigning is strictly prohibited.
- b. The Property is a 4-bedroom townhouse and is licensed & insured to accommodate a maximum of 10 adults. If the Guest chooses to accommodate more than this number of Members in their party then this is a breach of the Polk County Occupation License & Liability Insurances and the Guest is hereby notified that this action is a breach of these Terms & Conditions and all liability is waived. The Owner will then not be subject to any litigation whatsoever in the event of any accident or incident whatsoever or howsoever caused, and the Guest is hereby so notified.
- c. Check in time is after 4:00 p.m. local Florida time on the contracted day of arrival unless otherwise agreed. The Property must be vacated by 10:00 a.m. local Florida time on the agreed day of departure.
- d. The interior of The Property is professionally cleaned before the Guest's arrival. Other than that NO cleaning service, including the replacement of used towels or linen is provided. The Property is "self catering" and in this respect the Guest is expected to clean the linen/towels provided by RPH in The Property if they deem it necessary. Laundry facilities are provided for this purpose. The Guest is responsible for maintaining a good state of wear & tear whilst the Property is in the Guest's occupancy. It may therefore be necessary for the Guest to occasionally clean the property either themselves or professionally during the Rental Period. RPH is not responsible for cleaning The Property when it is the occupancy of the Guest and his party (if applicable). The Property will be professionally cleaned after the Guest vacates The Property at the end of The Rental Period. The Guest is not expected to pay for this clean. If the Property is found to have sustained excessive wear and tear for the occupancy of the Rental Period, RPH reserves the right to charge the Guest for a deep clean of the Property (including full carpet clean) from the Security Deposit, to the maximum value of \$250. The exterior of The Property and the common areas are periodically cleaned, but this is the responsibility of RPH and/or his Agent not the Guest.
- e. Any damage to the property during the agreed Rental Period is the responsibility of the Guest and the Guest is responsible for paying for any damage to the structure or contents therein on an "old for new", like for like basis.
- f. The Owner does not accept liability for injury or death of the Guest or Members of the Guest's party, or loss, theft or damage to any belongings or valuables of the Guest or Members of the Guest's party, whosoever or howsoever caused during the agreed Rental Period in The Property or anywhere else in the Resort. It is the Guest's responsibility to ensure The Property is secured at all times during the Rental Period, and that all doors and windows to The Property are kept locked. Parking at The Property and at the Resort is at the Guest's own risk. Guests are strongly urged NOT leave valuables visible in their car or within The Property in plain view at any time anywhere.
- g. On arrival at The Property, please park ONLY on the driveway in the front of The Property. DO NOT park on the grass, (as your car will damage the hidden water sprinklers in the grass verges), by the side of the road, or on another property's driveway.
- h. The Property is fully air-conditioned. The Guest, as part of these Terms & Conditions, agrees to keep all doors and windows closed at all times when the air-conditioning is running. Should the Guest decide to leave doors and/or windows open, the Guest agrees to ensure the air-conditioning is switched OFF. The Guest also agrees to be held liable for any damage to the air conditioning unit if left running with the doors & windows open. If the air-conditioning unit is set below 72°F this will cause the unit to freeze and damage will be incurred. The Guest agrees not to set the air conditioning unit below this temperature and to pay for any damage to the air conditioning unit if the temperature is found to have been set below this temperature.
- i. A telephone is available at The Property for any incoming calls (but not "collect" calls) plus use for local and emergency (911) calls only. Any long distance or international calls will be charged to the Guest's credit card. The Property Management Company & Owner reserve the right to levy a service charge on any calls made to connect to an outside line.

- j. **SMOKING IS NOT PERMITTED IN THE PROPERTY.** However smoking is permitted outside The Property within the Regal Palms Resort facility.
- k. The Property offers an equipped kitchen including cookware & dining utensils, plates, bowls, cups and glasses, fridge/freezer with ice making facility, stove top/oven, microwave, coffee maker, toaster and dishwasher. There is a washing machine, tumble dryer, mop, broom, dustpan, iron and ironing board in the Property. Bath, hand towels and bed linens are provided for the occupancy of guests in the Property. Basic amenities will be provided for the Guest on arrival. Items included are: Toilet Paper, Bathroom Soap, Paper Towels, Trash Bags, Soap, Dishwasher Powder and One Disposable Dish Cloth. For your grocery needs, there is a Mini-Mart on site, together as well as a Publix Super Market conveniently neighboring the Resort.

Damages and Shortages

- a. The Guest shall be held liable for the cost, without limit, of making good all damage or losses to The Property, its structure, furnishings or contents caused by the Guest or a Member of the Guest's party occasioned during The Rental Period.
- b. The Guest is required to immediately make the staff at the Reception Desk aware of any damage or shortages found on arrival at The Property (or they will be considered to have caused such damage). In addition, the Guest is also requested to contact RPH in writing (email is satisfactory). Guests are also required to immediately make the staff at the Reception Desk aware of any damages that occur in The Property or elsewhere in the Resort during the agreed Rental Period. In addition, they are also to contact the Owner in writing or via e-mail. Guests also agree to allow the Resort Management, the local Property Management Company servicing The Property on behalf of the Owner and/or the Owner a reasonable amount of time to put right any shortages or damage that may occur, without holding the Resort Management, the local Property Management Company and/or the Owner responsible for the timescale required to repair such damage, or seek compensation in any form whatsoever whilst any shortage or damage is put right. If any losses or breakages occur, Guests may choose to replace the items "like for like" at no additional charge from the RPH.

Complaints

- a. In the unlikely event that the Guest has any reason for complaint or dissatisfaction whilst in the occupancy of The Property within The Rental Period, the Guest agrees to contact the local Property Management Company servicing The Property in Florida immediately on the phone number supplied by RPH and/or at the Property so that remedial action may be taken. This is a Requirement of these Terms & Conditions. The Owner cannot be held responsible or liable for refund or compensation if this Condition has not been adhered to.
- b. Whilst every possible action can & will be taken to remedy any complaint, the Owner of The Property & the Property Management Company cannot & will not be held responsible for any appliances, facilities, furnishings, inventory, goods & services which, for whatever reason, are, temporarily or otherwise, inoperative or unavailable.
- c. Guests also agree to allow the Resort Management, the local Property Management Company servicing The Property on behalf of the Owner and/or the Owner a reasonable time to put right any issues that may occur, without holding the Resort Management, Property Management Company and/or the Owner responsible for the timescale required to rectify such issues, nor seek compensation in any form whatsoever whilst these issues are rectified.
- d. If the local Property Management Company is unable to rectify the problem, the Guest should notify the Owner within 7 days of the problem arising via e-mail. The Owner cannot and will not accept complaints after the end of The Rental Period if this procedure has not been followed.
- e. Any and all complaints should be notified to the Owner in writing or via e-mail within 7 days of the end of the Rental Period. Any complaints notified and logged after 7 days of the Rental Period will not be considered whatsoever, and this is a Condition of this Rental Agreement

Regal Palms Resort

- a. A Resort Fee of \$10.00 plus 12% Florida Sales Taxes per number of nights booked will be paid on behalf of the Guest and all named Members of the Guest's party included in the reservation prior to their arrival to the Resort Management Company who services and owns the Regal Palms Resort facilities. This fee permits temporary Membership of the Regal Palms Resort & Spa and allows full access to all the facilities of the Regal Palms Resort, including the water park & swimming pools, heated jacuzzis, gym, sauna, steam room etc, & provision of pool towels.
- b. The Resort facilities of the Clubhouse, Swimming Pool Complex, Restaurant, Bar, Internet Café, Games Room, Beauty Spa, Jacuzzi, Gymnasium, and Reception area are not the under the ownership, jurisdiction or control of the Owner of The Property, but of the Resort Management Company that owns the Regal Palms Resort, Regal Palms Resort & Spa Management LLC. The Owner does not take responsibility for goods, facilities, amenities & services which, for whatever reason, are temporarily or otherwise inoperative or unavailable at The Resort, and these do not form part of this Rental Agreement. The Owner cannot be held responsible for any facilities or services, which do not belong to him or are supplied by him. The staff that work in the Resort are employed by the Resort Management Company, not by the Owner of The Property, and by definition their actions are not the responsibility of the Owner. The Owner cannot and will not be responsible for the actions or decisions of employees of the Resort, which affect the Guest and/or Members

of the Guest's party whilst making use of, or on the property of, the Regal Palms Resort & Spa. Should a dispute arise between the Guest and the Regal Palms Resort & Spa Management over the defined facilities, this is a matter to be resolved between the Resort Management and the Guest, and this Rental Agreement explicitly excludes the Owner from such disputes. The Guest should approach the Resort Management Company of the Regal Palms Resort whilst the Guest is in attendance to provide a resolution to any such dispute. The Owner will not act as liaison between the Guest and the Resort Management Company, nor be held liable for the resolution of such a dispute or its outcome under any circumstances whatsoever.

- c. The Property does not have a private swimming pool. The Owner and the Resort Management Company do not accept any liability for loss, ill health, injury or death, howsoever caused, as a result of the use of the communal pool, jacuzzi, spa, gymnasium, health center or any & all other Resort facilities. Adult guests are specifically held responsible for those members aged less than 25 in their party at all times, and held liable for their behaviour. In this respect any guest aged less than 21 must be accompanied by an adult in the Resort facilities at all times. Guests must also exercise care on wet surfaces. The pool is not designed for diving and this activity is dangerous.
- d. The Property is located in the Regal Palms private residential community where all properties are privately owned, and all Owners are subject to the Rules and Regulations of the Home Owners Association By-Laws & the Rules of the Resort. Guests are bound by these when they enter into this Rental Agreement. Behaviour that is of anti social nature, causes a nuisance to neighbours or involves acts of violence towards any person or property will not be tolerated. If, for whatever reason, the Resort Management Company or the local Management Company becomes aware of in an incident of an Anti-Social nature requiring their attention, or the Sheriff's Office has to be called to The Property, the Owner and/or their representatives reserve the right to enter The Property and have all Guests and their possessions immediately removed from The Property without recourse or financial recompense, and to seek compensation from the Guest if necessary on behalf of any third party.
- e. As a condition of this Rental Agreement, the Guest also agrees to be subject to the Terms and Conditions applied by the Resort Management Company, who own, run & control the Regal Palms Resort. A copy of their Terms and Conditions are available at Check-In.

Holiday Travel Insurance - This Rental Agreement is subject to "Force Majeure". The Owner, the local Property Management Company and the Resort Management are not responsible for the unavailability of The Property, the Resort facilities or amenities, personal loss, damage, injury or death caused by events beyond their control. In the event of any of the following problems arising neither The Owner, nor the local Property Management Company nor the Resort Management Company will be held liable for refund, compensation, loss (personal or otherwise) damage or delay occasioned by: building construction, bankruptcy (or associated litigation), strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity (or similar), industrial disputes, fire, flood or any other weather phenomenon (e.g. lightning, rain, wind, or hurricane), Act of God or other natural phenomenon, weather related or other disruption of transport, aircraft grounding, closure of airports or ports or any other external event beyond our control. These events are at the Guest's own risk and expense. In this regard we strongly advise Guests to invest in vacation/holiday insurance, which is readily available to cover for such eventualities.

WE STRONGLY RECOMMEND THAT GUESTS PURCHASE VACATION/HOLIDAY INSURANCE TO COVER UNFORESEEN CIRCUMSTANCES, WHICH MAY NECESSITATE THE CANCELLATION OF YOUR VACATION/HOLIDAY, AND COMPENSATE YOU IN THE EVENT OF ANY UNFORESEEN LOSS, DELAY OR DAMAGE.