

Rental agreement – Rental Terms & Conditions Villa Eyleen – White Style – Cape Coral



This rental agreement and contract (the “Agreement”) is a legally binding agreement made and entered into as of the reservation date written below by and between the person(s) or company (the “Guest”) and the owner, manager or agent (“Rental agent”), pursuant to which the guest has agreed to rent the residence described below (the “Property”), for the duration of the rental term for the total rental fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than [Max Guests] persons shall be permitted on the property at any time during the rental term, all of whom shall comply with the conditions and restrictions imposed upon guest under this agreement. The tenant is permitted to get a limited number of day visitors. The total number of people on the property (sum of tenants and visitors) must not exceed 10.

CONDITION AND USE OF PROPERTY

The property is provided in “as is” condition. Rental agent shall use its best efforts to ensure the operation of all amenities in the property, such as internet access, satellite or cable TV access or sport and leisure equipment as applicable. Rental agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the guest’s own risk. Guest shall use the property for residential purposes only and in a careful manner to prevent any damage or loss to the property and keep the property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall guest use the property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the property. Smoking is prohibited inside the house.

DEFAULT

If guest should fail to comply with the conditions and obligations of this agreement, guest shall surrender the property, remove all guest’s property and belongings and leave the property in good order and free of damage. No refund of any portion of the total rental fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the property or permit the use of any portion of the property by other persons who are not family members or guests of the guest and included within the number of and as permitted occupants under this agreement.

LIABILITY

Statutory liability for losses are limited to the amount of the rental price (claims of all persons involved are counted together).

Villa Eyleen will not be liable for....

....Actions or neglect by yourself or another user

....Unforeseeable or unpreventable omissions by third parties not involved in the provision of contractual services.

....Events that the owner, the property manager or any supporting person could not have foreseen or prevented despite due care; e.g. noise, construction work, vermin, etc.

....Use of all amenities, i.e. swimming pools, children's playgrounds and kayaks etc. The use of these facilities is at your own risk.

....Losses and damages resulting from burglary

Villa Eyleen is located outside of a vacation resorts and pure resort town. Villa Eyleen is located in a very good residential area, an area like all others in Cape Coral that are used by Americans and Europeans as their primary or secondary residence. It is possible that residential construction or renovations may be going on in the immediate vicinity of our villa. Construction activities and noise emissions do not entitle you to any legal claim for a rent reduction or any other discount according our rental terms & conditions. These are normal events that can occur in any residential area and are expressly and unconditionally accepted by entering the house. Any construction activities nearby are out of our influence and responsibility as they are out of our control.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the property by guest or their permitted guests and visitors shall be at the sole risk of guest with regard to any theft, damage, destruction or other loss and rental agent shall not be responsible or liable for any reason whatsoever. guest hereby covenants and agrees to indemnify and hold harmless Rental agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by guest, permitted guests, visitors or agents, representatives or successors of guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by guest or family and visitors of guest in or about the property and guest expressly agrees to save and hold Rental agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against rental agent, the property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by guest on or near or adjacent to the property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

Rental agent reserves the right to enter the property at reasonable times and with reasonable advance notice for the purposes of inspecting the property or showing the property to prospective purchasers, renters or other authorized persons. In order to keep the property technically in good condition, the tenant expressly agrees that the owner's vicarious agents, in particular persons from the service and maintenance services, can enter the property at any time and without prior notice. The requirements of maintenance and care services, i.e. pool maintenance service is to be obeyed. These services include pool cleaning and maintenance, garden and landscaping, pest control, boat care and maintenance.

If the rental agent has a reasonable belief that there is imminent danger to any person or property, rental agent may enter the property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the property is not available for use during the rental term due to reasons, events or circumstances beyond the control of rental agent, rental agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the guest. If such replacement property cannot be found and made available, rental agent shall immediately return all payments made by the guest, whereupon this agreement shall be terminated and guest and rental agent shall have no further obligations or liabilities in any manner pertaining to this agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, guest acknowledges and agrees that the following additional terms and conditions apply to the guest's rental of the property: NOTHING

GENERAL PROVISIONS

This agreement contains the entire agreement between the parties with regard to the rental of the property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the guest and the rental agent. This agreement shall be governed by the laws of the state Florida. The words "Rental agent" and "guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the agreement shall not be affected. any notice required to be given under this agreement shall be in writing and sent to the contact information included herein. He/She expressly accepts this terms and conditions.

DEFINITIONS

Property:	Villa Eyleen – White Style – , 3107 SW, 29 th Ave. 33914 Cape Cora FL, USA
Rental agent:	Stefan Becker, 3107 SW, 29 th Ave. 33914 Cape Cora FL, USA
Guest:	Person who rents the property as listed in the booking confirmation
Max guest:	Number of persons staying at the house during rental period, as described in the booking confirmation
Rental date:	Listed in the individual booking confirmation
Rental Fee:	Listed in the individual booking confirmation