

HOLIDAY VACATION RENTALS - RENTAL CONFIRMATION TERMS & CONDITIONS

In consideration of the monies received and mutual promises, Holiday Vacation Rentals (HVR), agrees to grant use of the Property to Renter under the following Terms and Conditions. The use of the Property under this Agreement is for short term accommodations and is not a tenancy agreement:

RESERVATIONS: Reservations may be made online, or by calling a reservation agent during regular office hours. Online booking requires the acceptance of these Terms and Conditions and a valid credit card. Online reservations require 50% Advance Payment on reservations made 31 days or more prior to the arrival date or 100% payment on reservations made within 30 days of the arrival date. Reservations made through Online Travel Agents may require full payment at the time of booking.

PAYMENTS: Rent payments are authorized to be made on the MasterCard, Visa, Discover or AMEX card used at time of booking. Personal checks are accepted for the 2nd payment balance, only if payment is received 30 days prior to the arrival date. HVR shall have the right, without further notification, to deem the reservation cancelled without refund of advance payments if the final payment is not received when due.

ACCIDENTAL DAMAGE PROTECTION (ADP): ADP protects against unintentional accidental damage. ADP is a non-refundable fee covering up to \$3,000 toward unintentional damage to the Property during your stay. ADP does not cover negligent acts or willful misconduct. If the Renter, member of Renter's party or guest causes damage to real or personal property because of unintentional accidental acts or omissions, Renter must **immediately** notify HVR of damages or losses or Accidental Damage Protection may not apply. Damages that exceed the maximum per-incident limit of ADP Protection will be charged to Renter's Credit Card.

TRIP CANCELLATION AND TRAVEL INSURANCE: Trip insurance is HIGHLY recommended to protect your trip against cancellation. Click myholiday.rentalguardian.com to learn more about coverage. [Standard Travel Protection](#) is 7% of the rental amount and non-refundable fees. [Cancel for Any Reason](#) Insurance is 10.8% of the rental rate and non-refundable fees. Travel Protection Insurance is OPTIONAL. The insurance premium will be added to the advance payment and is non-refundable.

TAXES: Taxes include State Use and local Accommodation Taxes where applicable.

PETS: No pets are permitted except in designated pet friendly rentals. Pets are limited to two (2) domestic adult dogs. There is a pet cleaning fee of \$150 for one (1) dog and \$225 for two (2) dogs. Renter is responsible for additional charges resulting from pet damage, or yard clean up. There is a minimum charge of \$500 assessed for unauthorized dogs. Cats are not permitted.

SMOKING AND FIREWORKS: Smoking is prohibited, including vaping and e-cigarettes, anywhere on the Property. If smoking occurs, a minimum \$500 cleaning charge will be assessed. The use of fireworks will result in immediate termination of the Agreement without refund.

RESTRICTIONS: Renter acknowledges that they are an adult of 25 years of age or older and will personally occupy the Property for the entire rental period. The Property may not be rented for business meetings, or for use by high school or college groups, weddings/rehearsals, or parties. Most locations restrict trailers, including RV, boat, motorcycle, snowmobile, or camper parking on the premises.

FIREPLACES: No wood burning is permitted in fireplaces. Duraflame logs are permitted.

MAXIMUM OCCUPANCY: The occupancy limit specified for this Property, including children of any age, may not be exceeded. Renters are subject to eviction without refund and additional cleaning charges if over occupancy occurs.

GUEST INFORMATION: The Property is equipped with a Guest Information Guide which includes Wi-Fi access information, check-out procedures, emergency numbers, and other pertinent information.

FURNISHINGS AND EQUIPMENT: Properties are equipped with dishes, cookware, flatware, glasses, and guest amenities. Bed linens and bath towels are provided.

HOT TUB AND POOLS: Hot tub temperatures are set between 100 and 102 degrees. Children should not stay in hot tubs for extended periods. Pools are set between 80 and 84 degrees. Renter agrees to be solely responsible for the use and operation of hot tubs, whirlpools, and swimming pools. Hot tubs and pools are maintained between rentals. Renter will be charged for cleaning on request or cleaning that becomes necessary from overcrowding or misuse. No glass items are permitted in or around hot tubs or pools.

CONDITION OF PROPERTY: All equipment in the Property should be in good working order. Please report any inoperative equipment immediately. If a condition occurs that affects the habitability of the Property, HVR will make its best efforts to relocate Renter to another rental property. If another rental property is not available HVR will refund any unused days of the rental period.

QUIET HOURS: Loud noise disruptive to neighboring properties is prohibited. Quiet hours exist between 10:00 PM and 9:00 AM.

TEXT MESSAGES AND NOTIFICATIONS: If you provided a cell phone number at time of booking, you may receive text messages and notifications.

CHECK-IN: Arrival information will be emailed prior to the arrival date. Check-in is 5:00 PM unless an early check-in time has been approved in advance of arrival. There may be a \$150 charge for early arrival. In some situations, check-in time may be extended for cleaning and maintenance.

CHECK-OUT: Check-out is 10:00 AM on the date of departure. Renter is responsible for leaving the Property in a like-arrival condition upon departure. Please secure all windows and exterior doors and refer to the Guest Information Guide for check-out procedures. Do not make unused beds or launder linens and towels.

DAMAGE AND ADDITIONAL CHARGES: Damages occurring during the occupancy are Renter's responsibility and must be reported to HVR immediately. There is a \$100 charge for keys or garage remotes that are not returned.

RIGHT OF ENTRY: Access for the repair or replacement of fixtures, appliances, furnishings, and equipment may be scheduled during the rental period. If the Property is for sale, the owner may request to have the Property shown by a Realtor to prospective purchasers, with 24 hours advance notice to Renter.

LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY

a) In the event of fire, eminent domain, acts of nature, delay in maintenance affecting habitability of the Property, or sale, Renter agrees that HVR and owner's sole liability is a refund of the prorated rental for each day Renter is unable to use the Property.

b) Renter understands that there are inherent risks associated with any property, including risks associated with the use of pool, hot tubs, whirlpools, saunas, fireplaces, grills, etc. Renter represents that he/she is thoroughly familiar with the use of the Property, including appurtenances, fixtures and equipment in and upon the premises. Renter shall be responsible for the actions of Renter's guests in or upon the Property. Renter is responsible and liable for damages that occur to the Property or any portion thereof due to Renter or Renter's guest misuse or negligent use of the Property.

c) Except in the case of a personal injury caused by negligent act of the owner or HVR, Renter agrees to release the owner and HVR from and against all liability, loss or injury to Renter or Renter's guests, and any damage or theft of Renter's personal property.

d) Renter shall not be entitled to a refund due to delay in check-in, early check-out, unfavorable weather, temporary disruption of utility services, dissatisfaction with equipment/appliances/furnishings or noise.

e) Renter agrees to hold the owner and HVR harmless from accident, injury, or loss of enjoyment resulting from weather, inoperable appliances, or equipment.

TERMINATION: If Renter, member of his/her rental group or guest violate the terms of this Agreement, Holiday Vacation Rentals may, at its sole discretion, terminate this Agreement with no refund of the unused portion of rent. A breach of this Agreement shall include but is not limited to the careless and reckless use of the Property.

CANCELLATIONS: In the event of a cancellation, notice must be given in writing (email) to Holiday Vacation Rentals. There is a 100% refund for cancellations made sixty (60) days or more prior to the arrival date. If a reservation is cancelled thirty-one (31) days prior to the arrival date, 100% of the rental amount will be refunded,

less the reservation fee and a \$250 cancellation fee. There are no refunds for reservations cancelled within thirty (30) days of the arrival date.

TRIP CANCELLATION AND TRAVEL INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED TRAVEL DELAY, CANCELLATION, OR INTERRUPTION.

Thank you for making your reservation with Holiday Vacation Rentals. We are confident compliance with these policies, terms, and conditions will help all guests to have a safe and enjoyable vacation.

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