

# **Terms and Conditions of Best Vacation Club Florida, Inc.**

## **1. Arranging vacation rentals**

Best Vacation Club Florida, Inc. (VCF) is acting as an agent for the arrangement of rental and vacation properties. Contractual relations are concluded merely between the tenant and the respective owner of the rental property. VCF neither provides travel services nor does the company act as a travel operator. The nature of the contract is the lease of vacation properties (lease property) for a limited period of time (lease period) according to these lease terms.

## **2. Conclusion of the contract**

The registration occurs directly with VCF through the tenant who is responsible for the contractual obligations of his own and all fellow travellers. The delivery of the registration equals a contract offer which the tenant is bound to for one week. The lease agreement becomes effective at the moment of delivery of the written contract which is signed either by VCF backed by a power of attorney from the lessor or by the lessor himself. All in the lease (registration) shall Tenant be liable for the performance of the obligations under this contract. The lease agreement states the lease amount, the confirmed lease period, the terms of payment, the number of tenants as well as terms. A change of the lease agreement after receipt is only possible if the lessor explicitly agrees. The confirmation of receipt of the registration with VCF is not a valid contract. The conclusion of the lease agreement as well as the terms and conditions for the lease do only underly civil law; Tourism law does not apply for any lease agreement with VCF as an agent. The lease agreement is completely autonomous and not at all connected with any other services or products like travel insurance or flight tickets.

## **3. Payment**

30% of the lease amount has to be paid within seven days and credited to the account of the owner in Germany or Florida, if no other agreement has been made. The remaining 70% plus the security deposit have to be paid latest 45 days before the lease start date. The final cleaning fee will be collected **in cash** on-site by the respective property management. If the tenant does not comply with the given payment deadlines, the lessor is entitled to cancel the lease agreement without further notice and/or grace period. Bank fees and charges for international transfers must be paid by the tenant.

## **4. Additional expenses**

Added to the lease amount there are expenses for final cleaning, taxes and electricity **(given that they are beyond \$28.00/week)**. Expenses for water, waste disposal, pool cleaning etc., which arise during the lease period, are in general part of the lease amount. Phone expenses are not included in the lease amount and have to be paid separately, if the phone's international and/or long-distance service is not locked anyway. Local calls are free of charge. If the tenant does not clean the grill himself there will be **a charge of \$40.00** if done by cleaning personnel.

## **5. Security Deposit**

**The security deposit amount is \$500.00.** It will be refunded by the lessor or VCF (subtracting all relevant cost that arose) without any interest approximately four (4) weeks after the end of the lease period. The refund of the security deposit does not exclude the right or entitlement to compensation for claims made by the lessor at a later point in time. The security deposit also serves to cover expenses to repair damages to the rental property caused by the tenant.

6. The Property Manager is entitled to costs caused by the tenant for damages for withholding the additional power consumption or for exceptional cleaning costs from the deposit.

## **7. Lease amount**

The determination of lease amounts is the sole responsibility of the lessor. VCF is bound to these determinations and is not authorized to change any lease amount. Likewise the lessor is responsible for all rental property descriptions and lease terms that are also shown on internet pages.

## **8. Lease amount changes**

The on the internet pages stated lease amounts can be changed any time without advance notice. Amounts in the lease agreement are binding, provided that the amount does not have to be recalculated due to the change of the number of guests, taxes and/or state or government fees or that the calculated amount is wrong.

## **9. Cancellation by tenant**

The lease agreement can be cancelled by the tenant at any time before the travel commences. The cancellation notice must be in writing and is effective at the date of delivery. According to the period of time the notice has been given in advance the following fees will be charged:

Cancellation more to 60 days before travel commences: 30% of the lease amount

Cancellation within 59<sup>th</sup> to 31<sup>th</sup> days before: 50% of the lease amount

Cancellation within 30 days before travel commences: 100% of the lease amount

A travel cancelation expenses insurance is urgently recommended for all travellers.

### **Cancellation through VCF**

Should the reserved property not be available through Force Majeure or due to any other reasons VCF will put reasonable effort into finding a comparable or better rental property as an alternative for the tenant. The tenant then has the option to lease the new property for the same amount and terms as the original one or cancel the contract in which case the security deposit amount will be returned fully. This is also valid in case the tenant has to move out of the original property temporarily or completely due to any serious damages occurring during the lease period making the home uninhabitable. (A damaged or destroyed/missing pool cage is not recognized as a serious damage as the house itself is still inhabitable). Also here VCF will put reasonable effort into finding a comparable or better accommodation. Should the tenant decide not to move into the alternative accommodation, the respective portion of the lease amount that has not been used will be refunded. Further demands and/or claims are not permissible in those specific cases.

## **10. Correction and/or repair of defects/deficiencies**

If the tenant recognizes a defect in or at the rental property he has to immediately notify VCF of those so that it can be corrected and/or repaired. Should the tenant decide not to notice VCF of such defects by means of a written notice of defects, no claims can make at all. In case there is construction activity in the vicinity/neighbourhood of the rental property this cannot be recognized as a

deficiency. During the lease term damage VCF be notified immediately. If it is found that the damage caused by improper use of the tenant, he is obliged to pay the repair costs.

#### 11. **Passport, visa and health regulations**

The tenant is responsible for the observance of all important preparations for the travel like passport regulations, visa regulations, customs regulations, foreign currency regulations and health regulations. All disadvantages arising from the non-observance of these regulations, especially the loss of the security deposit with cancellation, the tenant will be held accountable for, even if any of these regulations should be changed after the registration.

#### 12. **Further regulations**

The use of all facilities, furnishings and available objects/items in/at/around the rental property own are at the tenant's risk. If there are non-swimmers among the tenants or persons in need of supervision is strongly recommended to install the safety fence around the pool.

Parents are liable for their children.

For damage or loss of luggage shall be liable in any case.

The tenant is liable for damages caused by any of the guests/travellers of Furniture, carpets, walks, walls, technical equipment, etc. The tenant has no right to compensation.

We ask to handle the rental property with care. The general cleaning of the property during the term of the lease is the responsibility of the tenant. The final cleaning comprehends a standard house cleaning and laundry. The tenant is responsible for all cleaning or particular treatment that goes beyond this standard cleaning, e.g. spots in the carpet caused by a spilled drink. Smoking is generally not permitted inside the rental property. Smoking on the lanai or any other outside area is permitted.

**In the house, smoking is prohibited.** Failure to comply with all of the air conditioning filter is replaced at the expense of the tenant. Costs for necessary additional cleaning measures also contribute to the tenant. Smoking on the patio and other outdoor areas are permitted.

**Pets are not permitted.**

Tenant can move into the house starting at 5 p.m at the arrival date, **check-out has to be done by 10 a.m.** at the departure date, provided that no written agree-ment is made. A fee for late departure will be charged.

The pool service needs to have access to the pool area, therefore the screen door(s) has/have to be unlocked. The pool is serviced once a week.

The lawn service has access to the garden. The lawn is mowed every one or two weeks depending on the season.

#### 13. **Liability**

The lessor assumes no liability for any incurred damages to any person/guest/traveller or object/item/personal property. The lessor expressly mentions the supervision duty of the parents for their children, which is necessary in the whole area in and around the rental property and especially at the pool area. The

tenant can require compensation for non-fulfilment, late fulfilment or defects only if the lessor caused those due to gross negligence or intention. Any other claims beyond that and due to Force Majeure, e.g. war, riots, strikes, plagues, Acts of God, vermin plagues are excluded as well as the taking place of unpredictable or inevitable circumstances as for example official orders, sudden building/construction site, noise caused by neighbours or occasional breakdown of the water and/or electricity supply. The lessor is a private individual and no travel operator which means that tourism law does not apply.

#### **14. Right of abode**

Only registered persons have the right to inhabit the rental property. If non-registered persons are being noticed staying overnight, the lessor is entitled to cancel the lease agreement without any notice. In case one or more non-registered persons want to stay overnight in the rental property (e.g. short-term visits) the lessor must be informed immediately.

#### **15. Legal Venue**

The legal venue for all disputes arising from this contract is Cape Coral/Ft. Myers, USA.

#### **16. Severability clause**

If any section, subsection, paragraph, sentence, clause, or phrase of this agreement shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this contract which shall continue in full force and effect. To this end the provisions of this contract are hereby declared to be severable.

#### **17. Court of jurisdiction is Cape Coral, Florida, USA**

With the signing is confirmed that these terms and noted to be understood and accepted.

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Tenant

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Date