

Agreement of Terms and Conditions

Thank you for your interest in our vacation homes. Before your visit to your "Home Away from Home" in the sunny State of Florida we ask that you take some time to read and sign our terms and conditions below. Our goal is to offer all our guests a relaxing, fun, executive home of the highest quality. Establishing these terms ensures you and our future guests a memorable vacation!

PAYMENT PROCEDURE

- At the time of the reservation 25% of the total cost of your reservation will be requested. Balance is to be paid in full 30 days prior to arrival. This will automatically be taken from the credit card we have on file. Upon receipt of full payment, directions and key instructions will be given.
- The Guest making the reservation must be 25 years of age or older and must occupy the rental property the entire term of the reservation.
- The Guest agrees that payment of the rental deposit sum will signify their full acceptance of these terms and conditions of rental.

CANCELLATION POLICY

We understand sometimes plans change. If you should have to cancel your reservation, please notify us in writing immediately thru email, fax or post. A credit card number will be requested at the time of booking, and failure to cancel in writing may result in the initial deposit or final payment being charged to the credit card.

If payment was made via cheque or wire, a refund in the form of a cheque will be issued. All cancellations are subject to a \$75.00 administration charge.

- Written notification received more or up to 45 days in advance, 100% will be refunded.
- Written notification received **45 – 30** days in advance, 15% of the total amount will be retained as cancellation penalty, remainder amount will be refunded.
- Written notification received **29 – 15** days in advance, 50% of the total amount will be retained as cancellation penalty, remainder amount will be refunded.
- Cancellations made **15-0** days in advance of arrival, 100% of the total amount will be retained as cancellation penalty.

In the event we are able to re-rent your rental period for equal [or better] time and rent value, we will provide a full refund subject only to the administration charge.

MAXIMUM OCCUPANCY

- By state law, occupancy may not exceed what is posted for each home. Maximum occupancy excludes children under three years of age. Only persons listed above in this Rental Agreement are permitted to stay in the home.
- The reservation is accepted & confirmed only for the number of guests declared on the original enquiry and/or listed on the Rental Agreement. Bradley Invest Corp reserves the right to cancel the reservation if additional guests are added without prior consent.

3 bedroom sleeps maximum of 6

4 bedroom sleeps maximum of 8

5 bedroom sleeps maximum of 10

SECURITY DEPOSIT

As a security measure a hold is placed in the amount of \$300 on a valid credit card upon day of arrival. The amount is not removed from your account as it is an electronic authorization hold. The purpose of this procedure is to cover any damage or loss of property that the home may incur. In order to eliminate any confusion and charges to you for repair and/or replacement please report to us any issues found in your home upon arrival. This **MUST** be reported to us via phone or email within twelve (12) hours of your arrival.

OR

DEPOSIT WAIVER

The non-refundable deposit waiver is instead of the refundable \$300 security deposit hold. Bradley Invest Corp will waive all liability up to \$1,500 for inadvertent damages or breakages to the home for the one time only payment of \$39.00. In order for this waiver to be valid any incidents must be reported to the management company at the time of the incident.

Exclusions: Intentional acts, gross negligence, theft and/or willful and wanton conduct.

**** A valid credit card must be provided in addition to the non-refundable fee****

KEY COLLECTION DETAILS

- Upon your arrival at Reunion Resort guard gates, inform security you require a guest pass for your vehicle for the dates you are staying, and give the address of the home you are staying at.
- Proceed to your vacation home and you will find a lock box at the front door. [Upon full payment received, the code will be email to you]
- On the lock box, simply align the numbers given to you on the dial + slide the black lever across to open the box front. One key is for the house, the other key is for the garage.
- PLEASE continue to use the lockbox for your stay. A \$50.00 replacement key fee will apply if the keys are lost.

CHECK-IN/CHECK-OUT

- Check in time is **at 4:00 pm**. Simply proceed straight to the vacation home + enjoy!
- On the day of your Departure, check out time is **10:00 am**. Please adhere to this policy as it's imperative to allow sufficient cleaning time for our next guests.
- Early check in and late departures can be considered depending on schedule, however you **MUST** request at time of booking. All early check-ins or late check-outs are subject to no other reservations in the property at the time of your arrival/departure. As such, these will be tentatively booked, and confirmed only within the last 72 hours prior to your arrival. It is the guest's responsibility to contact Bradley Invest Corp within 72 hours of arrival to confirm availability.
- In the event a Guest fails to depart from the home by 10:00 am with no late check-out arranged and results in Bradley Invest Corp being unable to clean and prepare the home for the next arriving Guest that day, the departing Guest agrees to pay damages and costs incurred by Bradley Invest Corp; including but not limited to moving the incoming Guest to another home.

HOUSEHOLD SUPPLIES AND FURNISHINGS

- The rental home will have an initial supply of Toilet rolls (1 per bathroom) and 2 trash bags. The home will be fully furnished with kitchenware, bath towels and bed linens on all beds.

PET POLICY + SMOKING POLICY

- All properties are strictly non-smoking in or near the property. Absolutely no pets are allowed and only Seeing Eye dogs with prior written authorization will be allowed. Failure to comply with this result in the eviction of the Guest from the Property, without recompense or refund and the forfeit of your security deposit.

CLEANINGS

- Your departure cleaning is provided upon check-out. Every property is inspected prior to check-in and after check-out and you may be billed if uncommon or deep cleaning is required. If you would like any supplementary cleans during your stay, you may call our office at 416 881 3369 to schedule this at an additional cost.

GARBAGE | TRASH

- Garbage | Trash bins are provided in the garage. Trash pickup is Monday and Thursday mornings. Please place your trash in the bins provided with the lids secured by the driveway at the rear lane. Excess trash/garbage left on your departure is not acceptable. Failure to comply could result in retention of deposit.

BBQ

- A Weber BBQ is provided for your use free of charge. It can be found inside the garage. Please BBQ outside of the garage on the concrete. A cylinder of propane is provided. You are responsible for refilling the tank on stays of a week or more. PLEASE Return the BBQ inside the garage upon your departure to prevent Theft.

REUNION RESORT

- Bradley Invest Corp does not guarantee access to the Reunion Resort Water Park, Tennis or Golf Courses, as these areas are part of a private members club. Most areas of Reunion are public access areas, including neighbourhood pools; seven eagles pool, bar + grill, Reunion Spa, Forte, Eleven, Lobby Bar, walking trails etc. Please note: Reunion is cashless and payment by VISA or MasterCard is accepted.

PARKING

- Parking is limited to two (2) vehicles, and they are to be parked in designated driveway areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

GENERAL CONDITIONS

- The Guest must notify the owner within twelve (12) hour of arrival if there is already any damage or notable conditions.
- The Guest understand that they are responsible for the cost of any damages sustained to the property, decor or its contents during the stay; this includes the moving of items to another property, for breakages or for any excessive cleaning charges incurred during my stay.
- The Guest agrees the rental period will begin and end on the dates as shown on the Rental Agreement.
- Games, toys, baby furniture | equipment are used at guests' own risk. Young children must be supervised at all times.
- RV Campers, enclosed trailers | tents are not allowed on or near the property.

GENERAL CONDITIONS CONTINUED

_ In rare circumstances, the owner or its representatives may enter the property at any time, without notice, for the purpose of protection and | or maintenance of the property. Whenever possible, the owner will provide notice to the Guests prior to such entrance.

_ The home is not to be used to host parties or social | group gatherings. Only guests whose names are on the Rental Agreement are authorized to stay in the home. Any guest having a party or social | group gathering in the home or exceeding the numbers of authorized guests will be evicted without refund.

_ No controlled substance or drug use is allowed 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.

_ Quiet time is strictly 11pm onwards: guests who do not comply and disrupt the peace and quiet will be required to vacate the home without refund.

_ This Rental Agreement may not be assigned or the property sublet. No locks must be broken changed or added; no property keys must be duplicated.

_ The property must not be used for amateur or professional video without prior written consent from the owner.

_ All descriptions given on the websites are made in good faith and the owners accept no liability whatsoever for errors or omissions.

_ The Guest agrees to abide by all Reunion Resort association rules.

_ Swimming pools and spa amenities are checked on a regular basis. Every effort is made to have them in good working order but no refunds or discounts will be made in the event they are inoperable during your stay. Guests choose to use these amenities at their own risk. If pool heat has been requested, please allow a minimum of 2 days for the pool to heat to the desired temperature.

_ Failure to comply with any of the terms herein will, at the sole discretion of Bradley Invest Corp, result in the eviction of the Guest from the Property without compensation.

FORCE MAJEURE + OWNER CANCELLATION

_ There may be circumstances beyond our control and contemplation, in which the rented property might not be available for your reservation. Examples of these, but are not limited to, construction | upgrades of property, destruction of property, sale of property, water, gas or sewer leaks, fire or any other damage to the property making it inhabitable or potentially inhabitable. In the event of Force Majeure, Bradley Invest Corp will do their best to make alternative arrangements for the guest whenever possible. If we are unable to do so or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. If the guest accepts the alternative accommodation, they agree to re-locate back to the original property when it is deemed available by Bradley Invest Corp. This will be the full extent of our liability to you and we will not be responsible for any other costs connected with any such cancellation, howsoever arising. Bradley Invest Corp reserves the right to cancel an agreement at any time prior to guest checking into property. **This is highly unusual and would require extraordinary circumstances from the homeowner.**

LIMITATION OF LIABILITY

- Bradley Invest Corp and/or the Owner do not accept liability for lost or stolen personal property of the Guest from the Property during the rental period. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then contact Bradley Invest Corp to report the lost or stolen items.
- The Guests understand that there is no lifeguard on duty and it is a major condition of this reservation that the use of the rental property and pool is entirely at the guest’s 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 by a strong swimmer. The guest must immediately report any problems with the pool safety fencing. All guests understand and agree that neither the property owner nor property manager can accept responsibility whatsoever in case of accident or illness whilst on the property.
- We cannot accept any liability for the failure of public supplies such as water, electricity or gas 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 is no control. We cannot accept any liability for the air conditioning system, the pool heater or any household appliance breaking down. Please be assured urgent steps will be taken for a local engineer to rectify any problem at the earliest possible appointment.

_ We accept no responsibility of liability for any loss or damage or alteration in the terms of your reservation caused by 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, riot, 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.

_ Should you experience any problems with the home during your stay, contact Bradley Invest Corp who will make every effort to rectify the matter with our local repair|service contacts. As you are renting from a private homeowner, the staff of Reunion Resort should not be contacted.

_We cannot accept any responsibility for your personal safety during your vacation. You are reminded to exercise care as to your personal safety and the safety of your companions. Use of the pool and any community pool, tennis court and recreation area is entirely at your own risk. It is particularly important that children are supervised at all times in and around the pool areas. For the safety of children, a removable pool safety fence located around the pool area. If this pool safety fence is removed during your stay at the home, you will assume full responsibility for any and all use of the pool and spa.

__Bradley Invest Corp and/or the Owner accept no liability for personal loss or injury, to the Guest during the rental period.

_Guest is responsible for and shall indemnify the Owner and Owner’s agents and hold them harmless from any and all claims, liability, demands, actions, causes of action, expenses, damages, losses or injuries sustained by any person including Guest, Guest’s family, agents, guests or invitees as a result of or arising from the Guest’s subject occupancy and tenancy, including, but in no way limited to claims arising from the use of any pool, hot tub, spa-pool, water area or dock, which are part of the rental premises. Guest shall also be liable and indemnify Owner for attorney’s fees and court costs incurred by Owner in enforcing any of the terms, covenants or conditions of this Rental Agreement or which are sustained by Owner as a result of or arising from or during Guest’s subject occupancy and tenancy.

By signing below the Guest understands and agrees to the Terms and Conditions of the Rental Agreement.

Print Name _____

Signature _____ **Date** _____