

## **TERMS AND CONDITIONS**

### **RATE INFORMATION**

APARTMENT, VILLA RENTALS AND ALL ADDITIONAL SERVICES ARE QUOTED IN U.S. DOLLARS AND ARE BASED ON CURRENT RATES OF EXCHANGE, TARIFFS AND TAXES AS OF APRIL 2007. THEY ARE SUBJECT TO CHANGE IN THE CASE OF CURRENCY FLUCTUATION OR CHANGES IN TARIFF.

### **CONTRACT**

THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND IS SUBJECT TO ALL CONDITIONS SET FORTH HEREIN. IT CAN BE CHANGED ONLY IN WRITING AND MUST BE SIGNED BY BOTH PARTIES. NO FIRM BOOKING/CONTRACT IS MADE UNTIL PAYMENT IS RECEIVED AND PROCESSED.

### **INCLUDED IN THE CONTRACT PRICE**

RENTAL FEES INCLUDE: RENTAL OF THE VILLA OR APARTMENT, SHEETS AND TOWELS, BASIC COOKING UTENSILS, POTS, PANS, GLASSWARE, DINNERWARE, FLATWARE; NORMAL USE OF WATER, ELECTRICITY, AND COOKING GAS (EXCEPT FOR HEATING AND AIR-CONDITIONING) UNLESS OTHERWISE SPECIFIED; USE OF SWIMMING POOL FOR THE DESIGNATED PERIODS, WHERE AVAILABLE. SOME PROPERTIES INCLUDE THE COST OF FINAL CLEANING, BUT FOR MOST, IT IS AN ADDITIONAL FEE.

### **NOT INCLUDED IN THE CONTRACT PRICE**

TRAVEL ARRANGEMENTS, INSURANCE, GROUND TRANSPORTATION, CONSUMABLES OF ANY KIND; SUCH AS FOOD, CLEANING SUPPLIES, SOAPS AND TOILET PAPER.

### **ADDITIONAL EXPENSES TO BE PAID LOCALLY**

ADDITIONAL COSTS ARE FOR HEATING, TELEPHONE, CLEANING SERVICES, ELECTRICITY WHEN AIR CONDITIONING IS AVAILABLE, AND ALL ADDITIONAL SERVICES NOT SPECIFIED IN THE PROPERTY DESCRIPTION. VERY FEW PROPERTIES INCLUDE HEATING AND AIR CONDITIONING; PLEASE REFER TO PROPERTY DESCRIPTION (OTHER SERVICES INCLUDED IN THE PRICE). THE PERIOD IN WHICH HEATING IS AVAILABLE IS SUBJECT TO ITALIAN LAWS (GENERALLY NOVEMBER THROUGH MARCH). ALL THESE EXPENSES ARE PAYABLE LOCALLY IN CASH EURO AND WILL BE DEDUCTED FROM THE SECURITY DEPOSIT. THE CLIENT IS RESPONSIBLE FOR ANY AMOUNT EXCEEDING THE SECURITY DEPOSIT.

### **PAYMENT**

THE CLIENT SHALL PAY A DEPOSIT OF 50% OF THE TOTAL PRICE FOR THE PROPERTY - AND ADDITIONAL SERVICES - WITHIN 5 DAYS FROM SIGNING THIS CONTRACT. FINAL PAYMENT IS DUE A MINIMUM OF 10 WEEKS PRIOR TO THE RENTAL DATE. IF A BOOKING IS MADE WITHIN 10 WEEKS OF THE RENTAL DATE, THE ENTIRE CONTRACT PRICE IS DUE AT THE TIME OF BOOKING. IF ANY PAYMENT IS NOT MADE WITHIN THE ABOVE TIMES, WE SHALL TREAT THE CONTRACT AS CANCELLED AND RETAIN ALL DEPOSITS PAID AND/OR APPLY ADDITIONAL CANCELLATION CHARGES (SEE PARAGRAPH "CANCELLATION").

### **CANCELLATION & TRAVEL INSURANCE**

ALL CANCELLATIONS MUST BE RECEIVED IN WRITING AND BECOME EFFECTIVE ON THE DATE OF RECEIPT BY OUR COMPANY. CANCELLATIONS RECEIVED 10 WEEKS OR MORE PRIOR TO THE RENTAL DATE WILL FORFEIT ALL DEPOSITS PAID TO DATE. FOR CANCELLATIONS RECEIVED LESS THAN 10 WEEKS PRIOR TO THE RENTAL DATE A CHARGE OF 100% OF THE CONTRACT PRICE WILL APPLY. PENALTY PAYMENTS CANNOT BE TRANSFERRED TO OTHER PERIODS OR OTHER SERVICES. **WE STRONGLY ADVISE CLIENTS TO PURCHASE TRIP**

**CANCELLATION INSURANCE TO PROTECT THEIR TRAVEL INVESTMENT.** YOU MAY PURCHASE SUCH INSURANCE FROM YOUR OWN BROKER, OR FROM OUR COMPANY ACTING AS A BROKER FOR TRAVEL INSURED INTERNATIONAL. IF YOU CHOOSE NOT TO PURCHASE INSURANCE, WE WILL ASK YOU TO SIGN A WAIVER DECLARING THAT YOU HAVE NOT PURCHASED INSURANCE, AND FULLY UNDERSTAND THE RISKS AND LIABILITIES OF SUCH A DECISION.

**CHANGES TO RESERVATION**

THE CLIENT MAY DECIDE AFTER BOOKING TO ALTER ANY OF THE DETAILS OF THE CONFIRMED BOOKING OR TRANSFER IT TO ANOTHER PERSON. THE REQUEST MUST BE MADE TO OUR COMPANY IN WRITING AND IS SUBJECT TO AN ADMINISTRATIVE CHARGE OF \$100 PER CHANGE. IF THE BOOKING IS TRANSFERRED, THE TRANSFEREE MUST SIGN A BOOKING CONTRACT.

**CHANGES OR CANCELLATION BY OWNER/OUR COMPANY**

THIS CONTRACT MAY BE MODIFIED OR CANCELLED AT ANY TIME, IN ANY CASE WHERE IT IS NECESSARY, AS A RESULT OF FORCE MAJEURE OR ANY OTHER REASON BEYOND OUR CONTROL. IF WE ARE UNABLE TO PROVIDE YOU WITH THE PROPERTY YOU HAVE BOOKED, WE WILL ASSIST YOU IN MAKING A NEW BOOKING. IF THE COST OF THE PROPERTY IS LESS THAN YOUR ORIGINAL BOOKING THEN YOU WILL RECEIVE A REFUND. HOWEVER, IF THE COST IS MORE, THEN UPON YOUR ACCEPTANCE YOU WILL HAVE TO PAY THE DIFFERENCE. IN THE EVENT A NEW BOOKING IS NOT POSSIBLE, OR THE ALTERNATIVE ACCOMMODATION IS NOT TO YOUR SATISFACTION, WE WILL REFUND THE AMOUNT PAID TO US IN FULL. WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING TRAVEL EXPENSE, ALTERNATIVE LODGING OR OTHER EXPENSES.

**CLIENT RESPONSIBILITY AND SECURITY DEPOSIT**

THE CLIENT IS RESPONSIBLE TO MAINTAIN AND LEAVE THE PROPERTY IN THE SAME CONDITION OF CLEANLINESS AND REPAIR AS UPON ARRIVAL. ANY LOSS OR DAMAGE TO THE PROPERTY AND ITS CONTENTS WILL BE CHARGED TO THE CLIENT. THE FULL REPLACEMENT VALUE OF ALL DAMAGE CAUSED WILL BE DUE REGARDLESS OF THE AMOUNT OF THE SECURITY DEPOSIT.

GUESTS MUST ACT RESPONSIBLY AND WITH RESPECT TOWARDS OTHER GUESTS, THE PROPERTY OWNER OR MANAGER, AND THEIR STAFF AT ALL TIMES. OUR COMPANY RESERVES THE RIGHT TO REQUIRE ANY INDIVIDUAL TO VACATE A PROPERTY FOR DISRUPTIVE BEHAVIOR, WITHOUT ANY REFUND.

A CREDIT CARD AUTHORIZATION IS REQUIRED AS SECURITY DEPOSIT AGAINST ANY POSSIBLE DAMAGE CAUSED TO THE PROPERTY, UNPAID UTILITY AND OTHER CHARGES. **INDIVIDUAL OWNERS MAY REQUIRE ADDITIONAL SECURITY DEPOSITS** PAYABLE IN THE FORM OF CASH OR TRAVELLERS CHEQUE. IN THIS CASE THE FULL SUM IS RETURNABLE UPON DEPARTURE. ANY LOSS OR DAMAGE TO THE PROPERTY WILL BE DEDUCTED BY THE OWNER OR PROPERTY MANAGER FROM YOUR DEPOSIT.

**NUMBER OF OCCUPANTS**

PROPERTY OWNERS RESERVE THE RIGHT TO REFUSE ADMITTANCE IF THE NUMBER OF PERSONS ARRIVING EXCEEDS THE NUMBER ON THE BOOKING CONFIRMATION OR THE MAXIMUM NUMBER THE PROPERTY CAN SLEEP, AS SET OUT IN THE PROPERTY DESCRIPTION. FAILURE TO COMPLY MAY RESULT IN GUESTS TURNED AWAY AND/OR THE ENTIRE PARTY EVICTION AT THEIR OWN EXPENSES.

**PETS**

PETS ARE NOT PERMITTED UNLESS EXPLICITLY AGREED TO IN WRITING. THE PRESENCE OF AN UNAUTHORIZED PET IS GROUNDS FOR IMMEDIATE EVICTION WITHOUT THE RIGHT TO ANY REIMBURSEMENT. IF THE PROPERTY OWNER ACCEPTS PET/S, AN ADDITIONAL SECURITY DEPOSIT WILL BE REQUIRED.

**VOUCHERS**

AFTER PAYMENT OF THE BALANCE, AND AT LEAST 14 DAYS PRIOR TO THE RENTAL DATE, OUR COMPANY WILL PROVIDE A NON TRANSFERABLE RENTAL VOUCHER AND ADDITIONAL INFORMATION ABOUT THE PROPERTY. THE VOUCHER MUST BE PRESENTED TO THE OWNER OR PROPERTY MANAGER AT TIME OF ARRIVAL.

**ARRIVAL AND DEPARTURE TIMES**

NORMAL CHECK-IN HOURS ARE BETWEEN 2:00 P.M. AND 7:00 P.M., UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE FOR PRE-REGISTRATION AT AN ADDITIONAL EXPENSE. THE EXACT TIME WILL BE NOTED ON YOUR BOOKING CONFIRMATION. ARRIVALS OUTSIDE THESE TIMES MAY RESULT IN LATE-ARRIVAL FEES AND DELAYED OR DENIED ADMITTANCE. IN THESE CASES, CLIENTS MUST LOOK FOR ALTERNATE LODGING AT THEIR OWN EXPENSE UNTIL THE OWNER OR PROPERTY MANAGER CAN SET A NEW APPOINTMENT. WE REQUIRE THAT CLIENTS TELEPHONE THE OWNER OR PROPERTY MANAGER TO ADVISE THE ESTIMATED TIME OF ARRIVAL. CHECK-OUT TIME IS 10:00 A.M. UNLESS ALTERNATE ARRANGEMENTS HAVE BEEN MADE WITH THE PROPERTY.

**PROMOTIONAL INFORMATION**

OUR COMPANY HAS TAKEN ALL PRECAUTIONS TO INSURE ACCURACY OF ALL INFORMATION. HOWEVER, NOTHING IN OUR WEB-SITE, PRINTED MATERIAL, OR ANY SUGGESTION EXPRESSED BY OUR EMPLOYEES OR OWNER, SHALL BE TREATED AS TERM OR CONDITION FOR THIS CONTRACT. THE CLIENT DETERMINES HIS/HER OWN NEEDS, REQUIREMENTS AND EXPECTATIONS WHEN SELECTING A RENTAL PROPERTY FROM OUR COMPANY'S WEB-SITE. OUR COMPANY SHALL NOT BE LIABLE WITH REGARD TO ANY DIFFERENCES OF OPINION AS TO THE CONDITION OR QUALITY OF THE PROPERTIES ADVERTISED.

**COMPLAINTS**

ALL PROPERTIES ARE DESCRIBED ACCURATELY AND IN GOOD FAITH. WHILST OUR COMPANY WILL DO ALL THAT IS REASONABLY POSSIBLE TO ENSURE THAT PROPERTIES COMPLY WITH DESCRIPTIONS, OR TO RECTIFY ANY PROBLEMS THAT ARISE AS A RESULT OF CHANGES TO PROPERTIES, IT CANNOT ACCEPT RESPONSIBILITY FOR LAST-MINUTE CHANGES OR VARIATIONS OUTSIDE OF ITS CONTROL. UPON ARRIVAL THE CLIENT MUST INSPECT THE PROPERTY AND REPORT ANY CONCERNS. SHOULD ANY PROBLEM OCCUR, THE CLIENT MUST IMMEDIATELY (WITHIN 24 HOURS) NOTIFY THE OWNER OR PROPERTY MANAGER. THE CLIENT SHOULD ALLOW THE OWNER OR MANAGER REASONABLE TIME TO SOLVE THE PROBLEM, OR TO FIND A SUITABLE REPLACEMENT AT ITS DISCRETION.

THE CLIENT SHOULD ALSO INFORM OUR COMPANY OF THE PROBLEM WITHIN 48 HOURS, IF THE PROBLEM HAS NOT BEEN RESOLVED. FAILURE TO REPORT A PROBLEM DURING A RENTAL WILL VOID ANY CLAIM THEREAFTER.

COMPLAINTS GIVING RISE TO CLAIMS FOR COMPENSATION MUST BE DIRECTED TO OUR OFFICE IN WRITING WITHIN 24 HOURS OF THE END OF THE RENTAL PERIOD. ALL CLAIMS ARISING OUTSIDE OF THIS PERIOD ARE INVALID. IN ADDITION, SHOULD YOU LEAVE THE PROPERTY FOR WHATEVER REASON WITHOUT NOTIFYING OUR COMPANY IN WRITING BEFOREHAND, ANY CLAIMS FOR COMPENSATION, ARE RENDERED NULL AND VOID.

**CHILD/INFANT SAFETY**

OUR COMPANY AND ITS AGENTS DO NOT INSPECT CRIBS/COTS, HIGH CHAIRS, OR OTHER FURNITURE THAT MAY BE PROVIDED AT A RENTAL PROPERTY. SUCH EQUIPMENT MAY NOT CONFORM TO ANY SAFETY STANDARDS AND THE CLIENT'S USE OF ALL FURNITURE IS AT THEIR OWN RISK. CLIENTS ARE ENCOURAGED TO PROVIDE THEIR OWN PORTABLE CRIB/COT OR BASSINET WHEN NECESSARY.

**LIABILITY**

THE CLIENT AND HIS/HER PARTY HOLD OUR COMPANY HARMLESS FROM AND AGAINST ANY LIABILITY ARISING OUT OF OR OF IN ANY WAY CONNECTED TO THEIR USE AND OCCUPANCY OF THE PROPERTY, INCLUDING ACCIDENTS, INJURIES, DAMAGES OR LOSSES FROM FIRE, THEFT OR CRIMINAL ACTIVITY. CLIENT SHALL TAKE REASONABLE PRECAUTION TO SAFEGUARD PERSONS, POSSESSIONS AND PROPERTY. ALL CLAIMS OF ACCIDENTS, LOSS, DAMAGE, INJURY OR INCONVENIENCE ARE ACKNOWLEDGED TO BE SOLELY BETWEEN THE CLIENT AND THE OWNER.

OUR COMPANY, ITS REPRESENTATIVES, AND PROPERTY OWNERS SHALL NOT BE RESPONSIBLE FOR ANY EXPENSE OR LIABILITY RESULTING FROM LABOR DISPUTES, WAR, ACTS OF TERRORISM, GOVERNMENT RESTRAINTS, WEATHER CONDITIONS, SICKNESS, NATURAL DISASTER, OR ANY OTHER CAUSE BEYOND THEIR CONTROL.

**JURISDICTION**

THE VENUE OF ANY DISPUTE BETWEEN THE PARTIES, WHICH MAY ARISE OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE THE SUPERIOR COURT OF LOS ANGELES COUNTY, CALIFORNIA.

**AGREEMENT**

THE CLIENT MAKING THE BOOKING AGREES TO ACCEPT AND ABIDE BY THE TERMS AND CONDITIONS OF THIS CONTRACT. ALSO, THE CLIENT ACKNOWLEDGES THAT HE/SHE HAS RELAYED ALL SUCH INFO REGARDING VILLA AND APARTMENT TERMS AND CONDITIONS TO ALL MEMBERS OF THE CLIENT'S TRAVELING PARTY. THEREFORE ALL MEMBERS OF THE TRAVELING PARTY ARE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT. PLEASE NOTE FOR ANY COMMENTS AND/OR CORRESPONDENCE, OUR COMPANY WILL ONLY CORRESPOND WITH AND DIRECT ALL COMMENTS TO THE CLIENT MAKING THE BOOKING.

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CLIENT'S SIGNATURE

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DATE