

## Terms and Conditions

Hereinafter Villas Del Sol will be referred to VDS; the owner of the property will be Owner, and the condo, town home or single family home will be referred to as the Property. Properties will be rented to people with a minimum age of 25, who will be considered the Leader of the group and all those in his/her party will be referred as the Guests.

### **Inquiries, quotes and confirmations**

All inquiries submitted will receive a quote by email. Quotes will be good for 30 days. VDS will hold a property for a period of 24 hours. After 24 hours, a minimum deposit of \$250 is required for each reservation and each house. Bookings for a stay longer than 2 weeks are required to reserve with a minimum of 25% of the total rental rate. Agreement of payment signifies the understanding and acceptance of these terms and conditions. Upon receipt of the minimum required deposit, the rental will then be confirmed. Full payment of rental must be received no less than 60 days prior to arrival. If full payment is not received by the date payment is due, VDS reserves the right to rent out the reserved property to another party.

Upon final payment, a copy of the terms and conditions for the rental are sent out by facsimile, email or regular mail. These forms must be returned to VDS signed and initialed prior to arrival. The terms and conditions must be signed and initialed by group Leader.

Any changes made, once a reservation has been confirmed is subject to a \$50 administration fee.

### **Security Deposit**

A \$250 **mandatory refundable** security deposit is required prior to arrival. Most of our homes require a minimum-security deposit of \$250. Some of our exclusive homes have a higher amount. Please call for details on those properties. In case there are damages, and or any loss of property, VDS will notify the group leader of any deductions from the security deposit. If the amount exceeds the security deposit, VDS will issue a bill for the difference, and must be paid within 2 weeks of receipt. Failure to pay for such damages and or loss of property, VDS and or owner of the property will exercise the right to seek legal action against the group leader and guests. If VDS determines damage to be of malicious nature, VDS reserves the right to contact the local law enforcement and will seek prosecution. **FAILURE TO PROVIDE A SECURITY DEPOSIT BY CHECK IN TIME, WILL RESULT IN CANCELLATION OF THE RESERVATION AND FORFEITING THE FULL AMOUNT OF THE RENTAL FEE.**

## **Cancellation policy**

Minimum deposit required is \$250.

Cancellations made 60 days or more will be levied the minimum required deposit.

30 – 60 days - 50% of rental minimum \$250

30 days or less – no refund

Under no circumstance will the cancellation fees be waived.

**WE HIGHLY RECOMMEND THE GUEST OBTAIN VACATION INSURANCE TO AVOID ANY LOSS**

## **Pets**

Most properties do not allow pets under any circumstances. There are a few select properties that will, as a courtesy to the guests, who wish to vacation with their beloved pets, permit certain animals with prior approval and a mandatory **\$250** non-refundable pet fee. Please call for availability of such properties. VDS, rental agent and or owner will not be held responsible for any injury or loss a pet may suffer during rental period, regardless of the circumstances, seen or unforeseen. VDS, rental agent and or owner will evict any guests that bring any pets without the knowledge and consent of VDS and or to a property that does not permit pets. The security deposit will be forfeited and additional charges may be incurred to cover any damages and or sanitation or special cleaning that may have to take place.

## **Service and emergencies**

We make every effort to maintain our properties in the best condition as possible with all the appliances in good working order. However, should there be a breakdown; we will make every effort to have the problem fixed within a couple of hours of notification. Depending on the severity of the problem. If the problem arises after business hours or during the weekend, VDS reserves the right to determine if a call is an emergency that will affect the safety and or the comfort of the guest. If the problem is one that affects the safety or the comfort of the guest, will try to remedy the problem within a reasonable amount of time or the guest will then be moved to another suitable accommodation. There are absolutely no refunds for any breakdowns for any electrical equipment such as TV's DVD /VCR's stereos, phones, computers, appliances, pool heater, pool pump, air conditioner, or any malfunctioning equipment, interruptions of service etc.

## **Limitations of Liability**

**VDS and or owner do not accept liability for the following:**

- Any equipment failure.
  - Electric pool heaters do not operate as effective when temperatures drop below 55 degrees Fahrenheit. Keep in mind that the pool will only heat about 10 degrees above the outside temperature. Cold weather is an act of nature and is out of VDS's control.
  - Stolen property during the rental period inside or outside of the property.
  - Any personal loss or injury during the rental period.
  - Children under 18 must always have adult supervision in all of our rental units.
  - Acts of God, fire, floods, nature, civil disobedience, violence, war, riots, or other force of majure
  - The removal of a property due to sale of property or change of management companies.  
VDS will offer guests an equal to or better accommodation.
- **Failure to abide by the terms and conditions as provided here and in the rental agreement will give VDS the right to evict if necessary. No refunds will be issued and will hold the leader of the group responsible for any damages or property loss.**