



# The Happy Flipper

Cape Coral, Florida USA

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## **Terms and Conditions of “The Happy Flipper”**

### **Parties to the contract**

The rental agreement will be exclusively closed between the tenant and the landlord of the Happy Flipper vacation rental (Official Website: [www.Happyflipper.com](http://www.Happyflipper.com)) under Florida law.

### **Entering into the contract**

The tenant contacts the landlord by e-mail or fax or phone. Any confirmation that a request for this rental property was received does not constitute a binding rental agreement.

The landlord will send the tenant an online rental agreement (reservation form). The tenant shall fill in the online agreement within 2 days. The tenant will receive a reservation confirmation with the payment details / payment terms attached. The agreement becomes binding after the tenant has accepted the terms and conditions of the Happy Flipper and paid his down payment to the landlord according to the payment terms explained below. No changes to a binding agreement can be made, unless the landlord explicitly agrees to them.

The tenant agrees by himself and on behalf of all individuals named on the rental agreement (occupants) to abide by the agreement. The person who signs the agreement (tenant) certifies that he/she is authorized to agree to the terms and conditions on behalf of all occupants on the agreement, including those substituted at a later date. The signatory must be a member of the party occupying the property and must be over 21 years old. Under no circumstances the contract is linked to other services such as travel-insurance, flight-tickets etc.

### **Services and features**

The services and features tenant can expect include the services and features described on this website. Additional terms or changes must be confirmed in writing. Descriptions of this property and its features are based on the website; the landlord is not liable for incorrect information.

### **Due dates and payment terms**

Unless otherwise agreed;

- a down payment of 30% of rent becomes due and payable within 7 days after the landlord has sent the reservation confirmation with the payment details / payment terms to the tenant by email.
- the remaining balance, 70% of the rent and the security deposit becomes due and payable 42 days prior to arrival.
- Any bookings made within 42 days of arrival require full payment immediately.

Payment may be made by bank transfer, personal checks, cashier's checks, or PayPal. The landlord reserves the right to cancel the booking without further notice if payment is not received by the due date.

**Due dates and payment terms (cont.)**

In event of a check not being honored by the bank on which it is being drawn (bounced check), there will be a charge of \$50 to cover bank charges and administration costs. A bounced check will also place the rental agreement at risk.

**Additional cost**

In addition to rent there are separate charges for final cleaning, electric and telephone usage. By Florida State Law, all rentals are subject to 6% Sales and 5% Tourist Tax.

A telephone is available for use; local calls are free of charge. The landlord recommends purchasing a prepaid phone card for long distance and international calls.

A 35 US\$ cleaning fee will be charged and deducted from the security deposit if the BBQ grill has been left unclean. The costs for Internet, water, trash collection, pool cleaning, gardener etc. are included in rent. If the house is left in an abnormal condition an additional Cleaning Charge will apply.

**Property condition/protocol**

At arrival, you will find a check-in/check-out protocol in the kitchen of the Happy Flipper, please familiarize yourself with the documents, when you arrive, please check the vacation rental for cleanliness and damage. Notify us promptly of any problems or damage. You agree to leave the vacation rental in proper condition, no physical damage, vacation rental and yard neat and tidy, dishes washed, spills wiped up, trash in trashcan, etc.

Do not place anything except small amounts of tissue into the toilet. Do not place hard items into the garbage disposal unit in the kitchen sink.

**Boat**

Access to the boat is not allowed unless a written and signed contract is in place during the rental period.

**Security deposit**

A security deposit (deposit) becomes due according to the payment terms. The deposit or portion thereof will be returned within 21 days following satisfactory inspection by the property management.

This deposit will be used for loss/damage that has occurred or for missing inventory items, violation of the no smoking policy (\$150 Penalty) and extra electricity usage (more than \$35/week) against \$0.15/kWh. The tenant will be held liable for the cost, without limit, of making good any and all damage or loss to Villa Happy Flipper, its furnishings or contents, occasioned during the rental period.

The tenant agrees to pay the full cost of any breakages, losses or damage to the property. The property management will be the sole arbitrator on cause of breakages, losses or damages. All such instances must be reported to the property management immediately.

**Change in rates**

The rates shown on the website are subject to change without prior notice. The rates shown on a rental agreement are binding, unless they have to be changed based on new information, such as additional guests, new taxes, government fees etc., or when they have to be recalculated due to an error in the agreement.

**Right of abode**

Florida State Law prohibits subletting, sharing or assigning. Therefore only the occupants named on the agreement may permanently stay in the villa. Any contravention of the above will render the agreement void. All monies paid will be forfeited and tenants will be asked to leave the property without further compensation. The tenant should always request the landlord's prior written permission for any additional permanent guest and pay the extra associated cost.

**Liability**

The landlord does not accept any liability whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the villa including the pool. All equipment is used at the tenant's own risk.

Villa Happy Flipper has a swimming pool and the landlord does not accept any liability whatsoever for injury, howsoever caused, as a result of the use of the pool. Guests should not allow unsupervised children to use the pool. No diving, running or jumping is allowed in the pool and surrounding area. Guests are responsible for ensuring that only plastic dish wear, cups etc. are used around the pool area. Use of glass in this area is strictly prohibited.

The landlord cannot be held responsible for loss of main services, or failure of appliances nor for the consequences of the actions taken in the vicinity of the property by any authority over which there is no control of the landlord. The landlord cannot be held responsible for any ongoing construction, alterations to existing homes, or any noise as a result thereof on or around the community.

**Force majeure**

The landlord accepts no responsibility for, and shall not be liable in respect of loss, damage, early departure or delay which is caused by events outside the landlord's control (force majeure). For example adverse weather conditions including hurricanes, airport closures, terrorism, floods or strikes.

**Cancellation charges**

The rental agreement can be cancelled by the tenant at any time. Cancellation must be made in writing. The following cancellation charges will apply:

- Cancellation up to 42 days before arrival: 30% of rent
- Cancellation 41 days or less before arrival: 100% of rent

Tenants are responsible for obtaining adequate comprehensive travel insurance to cover eventualities including but not limited to cancellation and sickness.

If through circumstances it is necessary for the landlord to cancel, which would be totally exceptional, the landlord will refund any monies paid, without interest or further compensation.

**Arrival and departure**

The rental commences at 4 pm on the day of the arrival and must be vacated by 10 am on the day of departure. If a later check-out time or earlier check-in time is required please let the landlord know in advance of your visit and we will accommodate you wherever possible. A late check-out fee will be charged if tenants do not move out on time. The tenant is required to be in the villa for check-in and check-out together with the property management. These appointments will be scheduled on site.

### **Other terms and conditions**

- Please take good care of Villa Happy Flipper. It will be cleaned prior to arrival and again following departure. Mid stay cleanings can be arranged by the property management upon tenant's request for an additional charge.
- No smoking is permitted whatsoever inside the villa. (\$150 Penalty)
- No pets are permitted on or in the property. (\$150 Penalty)
- No inventory items are to be removed from the villa. This includes linens and towels (except beach towels).
- The pool service has access to the pool area through the screened doors in the pool cage. Please leave these doors unlocked. Pool is serviced once a week.
- The gardener has access to the yard. The lawn is mowed every 1-2 weeks depending upon the season.

### **Invalid Terms Clause**

If any provision of these terms is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. All other terms will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this, and the remaining provisions will remain in full force and effect and will not be affected. In lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, a provision as similar in terms to such as may be possible and be legal, valid and enforceable under present law.

### **Validation**

These terms and conditions are effective from August, 2010 and valid until recalled. Any older arrangements are invalid.

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