



## Terms and Conditions

The individual making the reservation will henceforth be referred to as the “Guest” entering into a legal Rental Agreement with the servicing entity Luxury Residential Resorts, and agrees to and is bound by the following terms and conditions:

### 1. Terms and Conditions of Rental

- The Guest must notify Luxury Residential Resorts within 24 hours of their arrival if there is any existing damage to the property or any notable conditions.
- The Guest is responsible for the cost of any damages sustained to the property, décor or its contents during their stay; this includes the moving of items to another property, breakage, or any excessive cleaning charges incurred as a result of the Guest’s stay.
- The Guest will be required to complete a credit card authorization form, and ALL damage charges will be processed onto the credit card they have provided. If property damages are discovered after the termination of the Guest’s reservation, Luxury Residential Resorts reserves the right to obtain an estimate of the fair value of fixing the damages and process the damage charges onto the credit card on file.
- If the Guest fails to pay any amount that is due to Luxury Residential Resorts for property damages, Luxury Residential Resorts reserves the right to exercise legal remedies to pursue the amount owed.
- Smoking is not permitted in any property managed by Luxury Residential Resorts. Failure to adhere to this policy will result in a minimum cleaning charge of \$500.00 that will be applied to the Guest’s credit card on file.

### 2. Reservation Acceptance and Payment

- The minimum length of stay requirement for any reservation is 3 nights. Luxury Residential Resorts may change this requirement at its own discretion.
- The minimum length of stay requirement for reservations during the Holiday seasons is 4 nights. This includes the times between April-13 and April-16, November-23 and November-29, and December-18 and January-2.
- If a reservation is made more than 30 days prior to the scheduled arrival, 30% of the rental amount is required as a non-refundable rental deposit. A reservation is confirmed once the rental deposit has been paid.
- Final payment of the balance on the rental amount is due 30 days prior to the Guest’s arrival. The final payment will be billed to the Guest’s credit card on file, unless other payment arrangements have been made.
- By paying the rental deposit, the Guest acknowledges and agrees that they are subject to Luxury Residential Resorts’ Terms and Conditions.

### 3. Check-in and Check-out Times

- Check-in time is any time after 4:00 p.m. and check-out time is any time before 10:00 a.m.
- Early check-in and late check-out times may be requested and will be approved based on availability. Luxury Residential Resorts offers no guarantee of the approval of an early check-in or late check-out time request. Inquiries about early check-in and late check-out times may be made by phone to (844)-221-5008.



- If a late check-out time request is approved, the Guest must vacate the property no later than 11 a.m. on the day of their scheduled departure. In the event the Guest fails to vacate the property by the aforementioned time, 25% of the applicable total daily rate will be charged to the Guest's credit card on file. Failure to vacate the property by 12 p.m. will result in 100% of the applicable total daily rate being applied to the Guest's credit card on file. If the Guest continues to occupy the property beyond their scheduled date of departure, they will incur a charge of 3x the applicable total daily rate that will be applied to their credit card on file.
- The Guest may store luggage and personal items with the Guest Services team once their reservation has ended.
- The Guest may be permitted to extend the length of stay of their reservation based solely on availability. The prevailing rates will apply to extended reservations. Inquiries may be made by phone to (844)221-5008.

#### 4. Check-in Instructions

- All properties managed by Luxury Residential Resorts are secured by electronic locks. The code and property address will be sent to the Guest 24 hours prior to the Guest's scheduled arrival.

#### 5. Cancellations

- All cancellations must be received in writing and are subject to the following:
  - If a cancellation is made 31 days or more prior to the Guest's scheduled arrival date, they are not obligated to pay the remaining balance on the rental amount. The rental deposit is non-refundable (see Reservation Acceptance and Payment).
  - If a cancellation is made 30 days or less prior to the Guest's scheduled arrival date, they are responsible for the remaining balance on the full rental amount owed to Luxury Residential Resorts.
  - The dates or property(ies) for a reservation cannot be changed once the reservation has been confirmed. Doing so would be to cancel the original reservation, wherein the Cancellation Policy would apply.
- Luxury Residential Resorts may use its discretion in reducing the length of the stay for confirmed reservations at the Guest's request or otherwise. The Cancellation Policy applies to all nights that have been removed from a reservation.
- The minimum length of stay requirement at the time of making the reservation must be enforced. Nights cannot be removed from a reservation and the length of stay shortened if doing so would result in the minimum length of stay requirement not being met.
- Failure to pay the balance on the rental amount by the appropriate date (See Reservations Acceptance and Payment) will result in the loss of all monies.



## 6. Care Package

- At Encore, we would like our Guests to feel as comfortable in our homes as they do in their own. For this reason, we offer convenience items upon request. The Care Package fee covers the rental costs of these items and Guests are only charged for delivery. The Care Package fee also includes the toiletries found in the home such as shampoo, conditioner, body and hand soap, starter items like paper goods, laundry detergent, dish soap, trash bags, and sponges, the Guest Arrival packets, and 1 Gigabit high-speed internet.

## 7. Amenity Fee

- The Amenity Fee includes access to Encore's clubhouse and aqua park, sports field, tennis and volleyball courts, Hang Ten Hideaway kids center, fitness center, multiple restaurants, the arcade, access to in-home services such as private chefs and massages via the concierge, transportation, and 24/7 support staff.

## 8. Cleaning Fee

- The Cleaning Fee will be omitted for reservations that are 7 nights or longer in length.

## 9. Natural Disaster and Acts of God

- Luxury Residential Resorts does not offer refunds for cancellations due to natural disasters, including hurricanes. The peak season for hurricane activity is August through October. In the event of a cancellation due to a natural disaster, Luxury Residential Resorts may consider allowing the reservation to be rebooked within 6 months of the original arrival date. Rebooking reservations is done at the applicable rates.

## 10. General Reservation Terms and Conditions

- All properties managed by Luxury Residential Resorts are strictly non-smoking. Each home is outfitted with smoke alarms. Activating an alarm will result in the Fire Department having to visit the property to deactivate it. The Guest is responsible for all costs incurred by Luxury Residential Resorts as a result of this.
- Some of the properties managed by Luxury Residential Resorts are pet friendly. Pets are permitted with a daily pet fee of \$75 per pet. The maximum number of pets allowed in any home is two, although Luxury Residential Resorts reserves the right to change this limit at its own discretion. The Guest must seek approval to bring a pet(s) prior to their arrival. Inquiries may be made by phone to (844)221-5008. A \$500 penalty charge will be applied every day an unauthorized pet occupies a home.
- The Guest making the reservation must be 25 years of age or older and must occupy the rental property for the entire length of stay of the reservation.
- The Owner of a rental property may maintain a locked area (Owner's closet) in each property for the storage of personal items. These secured areas are not intended for use by the Guest and are only accessible by Luxury Residential Resorts.
- By state law, occupancy may not exceed what is posted for each rental property. Maximum occupancy excludes children under three years of age. Only persons listed on the Rental Agreement are permitted to stay in the rental property. Luxury Residential Resorts reserves the right to cancel the reservation if additional Guests occupy the home without prior authorization.
- The number of rollaway beds is limited to two per home.



- The thermostat for the AC system has a preset range and cannot be set below 68 °F or above 76 °F. If the thermostat is set to a temperature outside of this range, it will automatically reset to the closest temperature within this range.
- Games, toys, and baby furniture or equipment are used at the Guest's own risk. Young children must be supervised at all times.
- Luxury Residential Resorts is unable to guarantee a peanut-free or allergen-free property. Luxury Residential Resorts cannot guarantee previous Guests did not bring peanuts or products containing peanuts into our properties. In addition, Luxury Residential Resorts cannot give assurances that remnants of peanuts and/or peanut dust or oil may exist in a property. Luxury Residential Resorts cannot guarantee that a property will be free of other allergens such as perfumes, lotions, cleaning solutions, etc.
- RV Campers, enclosed trailers and tents are not allowed on the property. Please call in advance to make arrangements for off-site parking with our call center representative.
- Luxury Residential Resorts and its representatives may enter the property at any time, without notice, for the purpose of protection and/or maintenance of the property. Whenever possible, Luxury Residential Resorts will provide notice to the Guests prior to such entrance.
- The Guest agrees not to bring pesticides, sanitizers, or air fragrances onto any property managed by Luxury Residential Resorts.
- Please be mindful of neighbors. Be aware the Osceola County Code of Ordinances prohibits noise disturbances. Multiple complaints against the Guest for noise disturbances or excessive noise level can lead to immediate eviction without a refund.
- Illicit drug use is prohibited. Guests are not allowed to use the property for any unlawful purpose. Any Guest who violates any law or ordinance will immediately terminate occupancy without a refund.
- This Rental Agreement may not be assigned or the property subletted. 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 and Luxury Residential Resorts.
- We cannot accept responsibility for your personal safety during your stay. You are reminded to exercise caution 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.
- All trash/garbage must be placed in one of the cans on the side of your vacation home. All garbage must be taken out of the home on day of departure.
- All descriptions given on the websites are made in good faith, and the Owners and Luxury Residential Resorts accept no liability whatsoever for errors or omissions.
- The Guest agrees to abide by all Encore Resort association rules. Failure to comply with any of the terms herein will, at the sole discretion of Luxury Residential Resorts, result in the eviction of the Guest from the property, without recompense or refund.
- Should you experience any problems with the rental property during your stay, contact Luxury Residential Resorts who will make efforts to rectify the matter. Do not attempt to contact the Owners or the staff of Encore Resort. Should a problem remain unresolved, you



are asked to notify us in writing via email within 7 days of vacating the rental property. No action can be taken or liability accepted for any complaints received after this period.

- Luxury Residential Resorts reserves the right to cancel any reservation made as a result of an error, omission or other unforeseen circumstances. This includes verbal, written or website errors which may affect the price, availability or type of property rented.

## 11. Basis of Rental

- Each rental property managed by Luxury Residential Resorts comes complete with a fully equipped kitchen including a refrigerator, freezer, oven, range, microwave, dishwasher, toaster, coffee maker, blender, cookware, dishes, glassware, and utensils. Each property also includes a full size washer and dryer, an iron, and ironing board. Linens and towels are included as well.
- While we try to provide our Guests with everything they should need, there are some items Luxury Residential Resorts does not provide, such as beach towels. Vacation rental properties are “self-catering” accommodations. Luxury Residential Resorts provides complimentary toiletries such as shampoo, conditioner, body and hand soap, starter items like paper goods, laundry detergent, dish soap, trash bags, and sponges. It is the Guest’s responsibility to replace these items as needed or Luxury Residential Resorts can replace these items for at an additional charge.
- Additional services obtained by the Guest such as pool heating, daily or mid-week housekeeping services or any other billable services provided by Luxury Residential Resorts will be charged as ordered and scheduled to the credit card on file unless the Guest contacts (844)221-5008 to advise that the service has not occurred or was not performed satisfactorily. Luxury Residential Resorts will send a representative to the home to confirm that the service has not taken place or been completed to the Guest’s satisfaction. The Guest will be refunded if the representative deems that service has not been performed as desired by the Guest or will rectify the situation in order to exceed Guest’s expectations.
- Luxury Residential Resorts is an independent property management company that manages privately owned individual rental properties located within Resort communities. Luxury Residential Resorts cannot and therefore does not guarantee access to any Resort amenities such as, but not limited to, swimming pools, golf courses, fitness rooms, tennis courts and restaurants. The Guest acknowledges that Luxury Residential Resorts is not liable if access to any such Resort amenities, athletic fields, recreational courts is restricted due to maintenance, Resort policies or any other reason.

## 12. Pool and Spa

- Pools are used at Guests’ own risk. Children 16 and under must be accompanied by an adult at the pools. All pool homes have pool door alarms. It is particularly important that children are supervised at all times in and around the pool areas. For the safety of children, doors that have direct access to the pool are alarmed. Tampering or disconnection of these devices is a criminal offense. Alternatively, the property may have 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.



*According to F.S. Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5000 fine or one (1) year in jail. Luxury Residential Resorts will assess a minimum charge of \$150.00 per alarm for its repair/replacement Please do not tamper with the pool alarms.*

- The pool heater operates on a timer and is preset to turn on in the morning and turn off in the evening. There will be some cooling-off during the night when the air temperature drops. In the coldest winter months, heating the pool can be difficult because of overnight water temperatures dropping. Florida has a temperate climate but cold fronts can bring overnight low temperatures into the 30s °F and 40s °F, which can last for several days. Under these circumstances, the pool heater will be unable to heat the water temperature to 84 °F if the outside air temperature drops below 55 °F. Heating pumps do not operate effectively below this temperature, and the failure of such devices to heat the pool to the Guest's desired temperature is outside of Luxury Residential Resorts Control. Please note that cold weather does NOT constitute a mechanical failure and no refunds will be given for problems that are due to cold weather. Luxury Residential Resorts maintains the right to utilize the BeHome247 system to shut off the pool heater if it feels it is necessary to maintain the integrity of the device. If you turn on pool heat manually, you will be charged \$40.00 per day plus tax, applied to the credit card on file. If the pool heat system is damaged as a result of the Guest turning it on manually, they are responsible for all costs.

### 13. Limitation of Liability

- Luxury Residential Resorts and the Owner do not accept liability for failure of equipment or services in the property. In the event of equipment failure, the Guest must notify Luxury Residential Resorts within one working day, such that Luxury Residential Resorts may elect to rectify the failure.
- Luxury Residential Resorts and the Owner do not accept liability for the loss or theft of the Guest's personal property during the rental period. In the event the Guest's property is lost or stolen, the Guest should first contact the authorities. Only after the appropriate authorities have been notified should the Guest contact Luxury Residential Resorts to report the lost or stolen items.
- Luxury Residential Resorts and the Owner do not accept liability for personal loss or injury to the Guest during the rental period.
- Luxury Residential Resorts and the Owner do not accept liability for restricted access or no access to any of the amenities offered by the resort during the rental period.
- The Guest understands 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 alarms or 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. Any disputes under this Agreement shall be resolved exclusively via binding arbitration according



to the rules of the American Arbitration Association for commercial disputes in Osceola County, Florida, applying Florida law. Each party shall pay their own attorney Fees/costs and, the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.

- Luxury Residential Resorts does not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the Guest.
- 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 no control. We cannot accept any liability for the air conditioning system, telephone, internet or the pool heater or any household appliance breaking down. Urgent steps will be taken for a local engineer to rectify any problem.
- Luxury Residential Resorts does not accept 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 or Acts of God, 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.

#### 14. Force Majeure

- In the event of a circumstance of “Force Majeure” which is defined as circumstances beyond the control of either Party, such as any Act of God, fire, flood, meteorological perturbation, explosion, war, armed hostilities, act of terrorism, riots, civil commotion, revolution, blockade, embargo, strike, government action, official or regulatory intervention, or the destruction or sale of property, water, gas, or sewer leaks, fire, or any other damage to the property making it uninhabitable or potentially uninhabitable, either the Guest or Luxury Residential Resorts shall be entitled to suspend this Contract until such time when the circumstances constituting Force Majeure have disappeared. Luxury Residential Resorts will use its reasonable endeavors to alleviate the effects of such circumstances constituting Force Majeure, including agreeing upon alternative arrangements.

#### 15. Personal Items Left Behind

- In the event the Guest loses or leaves a personal item behind in the vacation rental property, Luxury Residential Resorts will do its best to retrieve it. However, the Owner and Luxury Residential Resorts are not responsible for any losses. If the item is able to be located, Luxury Residential Resorts will contact the Guest and refer them to a local agent which specializes in collecting and mailing package deliveries. The Guest will be responsible for arranging collection of the package and all costs incurred.