

The Villa Portfolio – Rental Agreement

Booking #: _____

Client Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel: Day: _____ Evening: _____ E-Mail: _____

in Party: Adults: _____ Children (under 14) Ages: _____ # of Bedrooms: _____

Villa Name: _____ Arrival & Departure Dates: _____

TERMS & CONDITIONS

1) Cancellation penalties differ per destination. All cancellations are subject to a minimum charge of \$100.00 per person. Cancellations received 90 days prior to departure are non-refundable. Rentals for Cabo San Lucas, Jamaica, Puerto Vallarta, St. Barts, certain villas in St. John & Christmas bookings are non-refundable at all times. Please check exact cancellation penalties for your rental.

2) Properties are privately owned; the owner & Property Manager reserve the right to refuse service to anyone at their discretion & are not to be responsible for accident, injury, loss of money, jewelry or valuables of any kind.

3) NO parties, weddings or large gatherings are allowed in the villas without written permission. Villas may NOT, at any time be occupied by more guests than contracted for. Rates are based on occupancy and additional fees may apply.

4) Incidental charges such as cribs, extra beds, grocery pre-stocking etc., must be paid before leaving the villa; if not clients are subject to additional fees that will be deducted from the security deposit. Telephone charges and utilities (where applicable) are deducted from the security deposit. Please understand that the security deposit may take 90 days to be returned.

5) There may be construction near your villa. Construction is usually 7:00am-3:30pm weekdays.

6) In most destinations you must be 25 years old to rent a car.

7) Please remember that many of the rental villas are located in the tropics, and although most of the villas do have screens and A/C, you may encounter some bugs and insects. Not leaving open food out on counters will help tremendously. In Italy and France, many of the villas do not have screens or A/C.

8) COMPLAINTS-For any problems with your villa, you must contact the local management company immediately. The manager/local contact will assist you & remedy any problems. If you do not contact the local management company during your stay, any complaint after completion of your rental cannot be considered, as we were not given the opportunity to remedy the problem. In the event of controversies arising from the booking of the rental, the matter must be handled by the court system in the state of California & US law will apply. Any & all issues regarding the property such as damages, injury, accidents etc. shall be a dispute between the owner/agent of the property & renter of the property. In such cases, with no exceptions, local law of the destination will apply & the jurisdiction will be the local Courts in the country where the villa is located. By signing the rental agreement the client unconditionally accepts these conditions.

Your signature below indicates your understanding that the entire cost of this trip may be non refundable for any reason, including Acts of God, and you have been offered to purchase an insurance plan that protects you from all fees and penalties for canceling this trip.

I am am not taking Trip Cancellation Insurance.

This Agreement is expressly subject to the continuing availability of the Property by Property owner. If the Property should become unavailable for vacation rental purposes due to fire or other casualty that destroys or renders the Property non-habitable; action by any governmental authority or homeowner's association having jurisdiction over the Property, or the sudden sale of the Property by Property owner, or if owner takes property for his personal use, then Agent shall immediately notify Guest, obtain the return of all payments made to Property owner, and seek to find, and relocate Guest into, equal or better accommodations, if the price of the alternative property is less, the difference will be refunded to the client, but if the price is higher the client must pay the difference. If however, no agreement can be reached or if Agent is unable to find such accommodations, then at Agent's or Guest's option, this Agreement shall be cancelled and terminated, Agent shall refund to Guest all payments made by Guest under this Agreement, and Agent and Guest shall thereafter not have any liabilities or obligations to the other arising out of the unavailability of the Property.

Please provide the primary client's Passport# _____ Date of Issue _____

Place of Issue _____ Date of Birth _____ Place of Birth _____

PLEASE SIGN AND RETURN BY FAX TO 831.722.7370 or e-mail to: Documents@TheVillaPortfolio.com

I agree to the terms and conditions above:

Signature: _____ Date: _____