

Lifetime Properties LLC, hereinafter referred to as the Owner, has offer the short term rental/letting of the Property named on the Registration Form, to the person of 21 years or over named as the Party Leader and to the named party members (on the Registration Form), hereinafter referred to as the Guest, under the terms set out below.

### **Email Booking**

The Owner will provide a written quotation by email or facsimile showing the total rental fee to the Guest for the Property. Quotations are valid for 30 days, unless and until the Property is either booked by a third party, or the Owner receives a deposit for the same dates (or part thereof) from any party. Where the Guest agrees by email, facsimile or other written device to book the Property, the Owner will provide a booking confirmation to the Guest by email, facsimile or posted mail. The booking shall be provisional for a period of 72 hours from the date of the booking confirmation. The Guest must pay the requested deposit or payment as defined on the booking confirmation within that 72 hour period. During that period, the Owner reserves the right to accept any booking for the Property from a third party, where said third party agrees to payment prior to receipt of payment from the Guest.

### **Confirmed Booking**

On receipt of the required payment from the Guest, the Owner will issue a Rental Agreement by email, facsimile or postal mail to the Guest. Only on release of the Rental Agreement from the Owner is the booking determined as confirmed.

### **Acceptance**

The Guest agrees that payment of the rental deposit sum to the Owner will signify their full acceptance of these Terms and Conditions of Rental.

### **Payments**

The Guest agrees and acknowledges that the Owner will not release the Property or any service prior to receipt by the Owner of payment in full. Failure of the Guest to pay rental or for any service will result in removal or refusal to supply said service, including, but not limited to provision of accommodation in the Property. Such removal and or refusal will not alter the terms and penalties associated with cancellation.

The Guest agrees to pay the Total Rental Fee as shown on the Rental Agreement within the due dates as set out on the booking confirmation. Final and full payment is due 60 days prior to arrival. In the event of late payment, or failure to pay, the Owner reserves the rights to levy the cancellation penalty percentage charges against any money that the Guest has paid in advance and cancel the booking of the Guest. Where the money paid in advance is insufficient to cover the calculated percentage, the Owner reserves the right to exercise any legal remedies to pursue the amount owed by the Guest.

Where the Guest chooses to amend their booking 30 days or more prior to arrival, resulting in a change in the property size or location, or a change of dates of stay, a \$100 Booking Administration Fee will be levied. Where the guest alters the booking resulting in a reduction in the number of nights, the Owner will charge the \$100 Booking Administration Fee in addition to the cancellation fee warranted against the number of nights cancelled as described below. Any changes to existing bookings within 30 days of arrival will not be permitted.

The Owner reserves the right to amend rates at any time. Pre-existing reservations, where the Guest has made a payment, will remain at the pre-increase pricing.

LIFETIME PROPERTIES LLC

[www.nearmickey.net](http://www.nearmickey.net)

952.334.8072

FAX 952.487.0170



**Rental period**

The Guest agrees, and the Owner permits the Rental Period to begin and end on the dates shown as the Rental Period (as shown on the Registration Form).

**Check in**

Check in to the Property is after 4:00 pm on the date of arrival as shown on the Rental Agreement, Booking Confirmation or Registration Form. At the sole discretion of the Owner, any Guest arriving to collect keys before that time may be refused. Within 24 hours of arrival at the Property, the Guest agrees to complete the Registration Form and return the signed form to the offices of the Company within 1 working day. Failure to return the Registration Form will be deemed confirmation that the Guest accepts the Property as found, and accepts responsibility for all damages or loss found at the Property on departure of the Guest.

**Check out**

Check out is on the date of departure as shown on the Rental Agreement and Registration Form, at 10:00 am. In the event that it is found that the Guest has not departed the Property on the date of departure, at the due time, then the Guest will pay a penalty charge of one day's rental.

**Basis of Rental**

Properties offered for short-term rental through the Owner are provided on a self-catering basis. The Company provides a complimentary starter pack of toiletries, including soap, toilet paper, trash bags, etc. Once these items are used, it is the guests responsibility to replenish them.

**Accidental Damage Waiver**

The Guest is liable for any and all damages that occur during their stay, regardless of the cause of damages. The Guest agrees that the Party Leader remains responsible for all loss from the property or its inventory during the Rental Period. Further the Guest acknowledges and understands that Party Leader must notify the Company of any damage that occurs during their stay immediately to avoid penalties. Where a Guest is found to have brought a pet to the property without prior written permission, a bill of \$500 will be made to the Guest to compensate for additional cleaning requirements, which the Guest agrees to pay within 14 days.

The Guest agrees that the Company or the Owner can charge additional fees to cover:

- \* Early arrival or late departure charges
- \* Non-return of keys
- \* Loss or breakage of inventory items
- \* Damage to the Property or its equipment

Where loss or damage to the Property, the inventory, or equipment exceeds \$500, the Company or the Owner will bill the Guest for the shortfall, and the Guest agrees to pay within 14 days. In the event that the Guest fails to pay any such shortfall, the Company reserves the right to exercise any legal remedies to pursue the amount owed from the Guest. Where the Company finds damage or loss to the Property following the Guests departure that, in the view of the Company, constitutes malicious or wanton damage, the Company reserves the right to notify law enforcement authorities and prosecute, in addition to billing the Guest for the full amount of repair or replacement, and the Guest agrees to pay within 14 days.

LIFETIME PROPERTIES LLC

[www.nearmickey.net](http://www.nearmickey.net)

952.334.8072

FAX 952.487.0170



**Pets**

Pets are not permitted in the Property. Guests with pets are advised to place their pet at another facility. The Company nor the Owner of the Property can be held liable for any loss or injury to a pet while staying at the Property, or for any action taken by the pet or pet owner against third parties. In the event that the Guest brings a pet to the Property, the Company will levy a charge of \$100 per bedroom per week to the credit card of the Guest, to pay for additional sanitation and cleaning on the departure of the Guest and pet. Failure to pay the charge described above, or refusal, will result in the Guests eviction from the Property, and loss of all rental money paid.

**Cancellation**

The Guest may cancel their booking at any time up to or during the rental period. In the event that the Guest exercises their right to cancel, the Owner will levy the following cancellation penalty percentage rates of the Total Rental Fee (amount shown on the booking confirmation):

Up to 60 days prior to the arrival date	20%	Between 15 and 30 days prior to the arrival date	75%
Between 30 and 60 days prior to the arrival date	50%	Less than 15 days prior to the arrival date	100%

The Owner regrets that it is unable to waive any of the cancellation charges above, whatever the circumstances.

**Service Level**

The Company agrees to a Service Level for the remedy of any problems found at the Property, either on arrival of the Guest, or during the Rental Period, as follows. The Company agrees to provide a maximum 4-hour response to remedy problems that, at the sole discretion of the Company, constitute emergencies, which would affect the safety of the Guest. Any problems arising during Rental Period at the Property that do not constitute an emergency as determined by the Company will be remedied during or after the Rental Period, based on the severity of the problem, at the sole discretion of the Company.

The company makes all reasonable efforts to maintain each property and its equipment in good working order. Wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools and/or spas. No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment or internet access.

**Limitation of liability**

The Company makes all reasonable efforts to provide advice and safety information. This information can be found in the Home-Pack at the Property. It is the responsibility of the Guest to ensure that they have read and understood the contents and advice given following arrival at the Property. The Company is willing to provide any and all

LIFETIME PROPERTIES LLC

[www.nearmickey.net](http://www.nearmickey.net)

952.334.8072

FAX 952.487.0170



further information pertaining to the Property providing the Guest has first read the Home-Pack. In addition, the Company states the following:

- The Company and/or the Owner will not release the physical address of the Property to the Guest prior to the collection of the keys and directions to the Property on arrival. This is a security measure.
- The Company and/or the Owner do not accept liability for equipment failure and or services in the Property. In the event of failure of equipment, the Guest must notify the Company within 1 working day such that the Company may elect to affect a remedy to the failure.
- The Company and/or the Owner do not accept liability for lost or stolen personal property of the Guest from the Property during the Rental Period. The Company provides information and advice in the Home-Pack to the Guest in an advisory capacity only, with no guarantee or promise of security, even where the Guest makes use of any advice given by the Company or its representatives. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then the Company of the lost or stolen items. The Company will either make good and secure the Property, or will transfer the Guest to another Property, where the original cannot be secured, and this will be the extent of its liability to the Guest under such circumstances.
- The Company or its representatives may enter the Property at any time, without notice, for the purposes of protection and/or maintenance of the Property. Wherever possible, the Company will provide notice to the Guest prior to such entrance.
- The Company and/or the Owner accept no liability for personal loss or injury to the Guest during the Rental Period. The Guest must ensure that they have adequate insurance cover. The Company provides information and advice in the Home-Pack to the Guest in an advisory capacity only, with no guarantee or promise implied.
- The Guest must ensure that Children are supervised at all times. It is the policy of the Company that all Children under the age of 18 years are not left in rental accommodation un-supervised during the rental period.
- The Company and/or the Owner do not accept any liability for the acts or omissions of any agent. These include but are not limited to, airlines, car-hire companies, travel agents, ticket agents, homeowners, or utility providers.
- The Company and/or the Owner do not accept liability for failure of pool heat to provide adequate heating where pool heat is provided via an electrical heat pump, and where the outside air temperature drops below 55 degrees Fahrenheit. Electric heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool is outside of the Company 's control, and is regarded as an act of nature (see below).
- The Company and/or the Owner do 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.
- The Company does not accept liability for removal of the Property from the marketplace, or transfer of the Property to another company by the Owner that results in the Property becoming unavailable for the Rental period. Wherever such

LIFETIME PROPERTIES LLC

[www.nearmickey.net](http://www.nearmickey.net)

952.334.8072

FAX 952.487.0170



an event occurs, the Company will offer the Guest a suitable alternative accommodation of equal or better quality, subject to availability. In the event that the Guest refuses the offered alternate property, then the Guest may cancel the booking, and the Company will refund the total rental fee, less the applicable cancellation penalty percentage rate.

- Failure to comply with any of the terms herein will, at the sole discretion of the Company, result in the eviction of the Guest from the Property, without recompense or refund.
- Guest understands there is a \$75 fee for plugged toilets requiring a plumber, in addition to the additional fees charged for frozen air conditioning units due to misuse.

