

whether or not he agrees to any damages the Property may have sustained. Guest will not dispute the security deposit charge with his credit card company.

The Guest shall be fully responsible for any damages or missing items in the Property during the Reservation Period, irrespective of whose fault lead to such damages. Guest will be charged for the cost of any necessary repairs or replacements, including management time to supervise/arrange such. Where available, a bailiff ("huissier") shall be appointed to verify the condition of the Property before and after the Booking; the cost for the bailiff shall be borne by the Guest unless otherwise agreed on. The Security/Damage deposit will be returned to the Guest within 30 days after departure, provided that the Property and all furniture, fixtures, appliances and equipment are left in the same, good working condition at the time of as existed at the time of the commencement of the booking. If damages were sustained, the Security/Damage Deposit may be retained until all repairs are complete, but in no case for more than 3 months after departure. In this case, only the remainder (after applying the repair/damage invoices) shall be returned.

BREACH OF CONTRACT. If the Property is abused by the Occupants during the term of this Agreement, or in the event that the Guest knowingly or unknowingly violates any material prohibitions contained in these Conditions, considerable damage to the Property may be sustained. Because the amount of the damages may be difficult to ascertain (given the custom nature of the furniture, fixtures and equipment), and because Villazzo desires to provide a strong disincentive to any violation of this or other material prohibitions herein, the Security Damage shall be retained by the Villazzo or Owner, in its entirety, as liquidated damages in the event of such a breach.

GOVERNING LAW. This Agreement is governed by the laws of the jurisdiction in which the Property is located. In the event a dispute arises between the parties under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees from the non-prevailing party.

Guest confirms that he has a fully useable primary residence elsewhere and will refrain from making the Property his primary residence. Furthermore, in the event that these Terms and Conditions fail to address certain areas of potential contention between the Guest, Villazzo and/or the Owner, the Guest agrees that the laws governing hotels and furnished vacation rentals shall govern the legal relationships between the parties hereto, even if the Property is not licensed as a hotel or a public lodging establishment.

The Guest confirms that he has carefully read these Terms and Conditions; has consulted with competent local counsel as to the interpretation of its provisions; and shall be responsible for the acts, or failures to act, of himself/herself and the Occupants coming onto the Property during the stay.