

VILLAZZO

GUEST REGISTRATION

Guest's Name: KEN SIMMS

Address: _____

Cell Phone: (904) 834-7486

Email address: ksimms@sybariticconcierge.com

Arrival Date: April 5, 2016 (after 4pm)

Departure Date: April 8, 2016 (before 12pm)

Villa Name: Contenta

Location: Miami

Villa Experience:

☐ Villa, No Service

☐ 3-star VillaHotel

☐ 4-star VillaHotel

☒ 5-star VillaHotel

Property has 1 Bedrooms. Maximum persons allowed overnight: 13 Persons.

No more than 20 persons, including invitees, licensees, vendors, employees, or others, with or without the permission of the Guest, are allowed on the Property at any given time. Names of all persons staying at the Property during any portion of the reservation period:

| Name | Age* | Name | Age* |
|------|------|------|------|
| 1. | | 9. | |
| 2. | | 10. | |
| 3. | | 11. | |
| 4. | | 12. | |
| 5. | | 13. | |
| 6. | | 14. | |
| 7. | | 15. | |
| 8. | | 16. | |

** if under 18 years of age.*

☒ Property does not allow smoking ☒ Property does not accept pets

The "Terms and Conditions" attached hereto are incorporated herein by reference.

Date

Guest Signature

Print Full Name

ACCEPTED VILLAZZO:

SIGNATURE: _____

PRINT NAME: _____



BOOKING TERMS AND CONDITIONS

RATES. Unless explicitly specified, local taxes (sales, occupancy, etc.) that may be required to be paid to governmental authorities are not included in the rates. Such taxes shall be included in the Invoice to the Guest.

A charge of \$200 per day per person will apply for each day the maximum number of persons on the Property is exceeded, in addition to the possible loss of the security deposit as specified below.

PRE-PAYMENT. For reservations made 70 days or more prior to arrival, 50% of rent is due upon signing this Reservation Form. The remaining balance of 50% must be paid at least 70 days prior to arrival. For reservations made within 70 days of arrival, full payment is required upon signing of this Registration Form. If payment is not received within 48 hours after signature, Villazzo is under no obligation to guarantee the reservation.

CANCELLATIONS AND REFUNDS. Cancellation of a booking may result in the partial or complete loss of payments, as specified below. All cancellations must be in writing. Cancellation charges are as follows:

| | |
|----------------------------------|------------------------------|
| 70 days or more prior to arrival | 10% of total booking amount |
| 45-70 days prior to arrival | 50% of total booking amount |
| 45 days or less prior to arrival | 100% of total booking amount |

In case of severe natural causes (force majeure) prohibiting travel or adequate use of the Property during the booking period (such as hurricanes, flooding, earthquakes etc.), the booking may be canceled without penalty.

AMENDMENTS TO BOOKINGS. If any changes are made to the booking within 14 days of the originally scheduled arrival date, Villazzo reserves the right to deem the changes as a cancellation and re-booking, in which event certain penalties may apply as provided herein. All requests for changes or amendments must be in writing.

Should the selected Property not be available because of reasons outside of Villazzo's control, Villazzo reserves the right to relocate the Guest to a Property of equal or better quality (in Villazzo's sole determination) in the same destination. The Guest agrees to the right of Villazzo to relocate the Guest in such event.

CREDIT CARDS AND AUTHORIZATION. Signature of the Credit Card Authorization and/or the Guest Registration Form shall constitute confirmation that the Guest has received, read, understood and agreed to all of the Terms and Conditions contained herein. Moreover, verbal authorization from the Guest (or from his/her agent) to use a credit card for any services shall constitute ratification of the Terms and Conditions stated herein. The credit card authorization to guarantee the booking and the additional services together with a verbal order of additional services shall be sufficient to charge the credit card for these services. Purchases of additional services are final and cannot be exchanged or refunded.

USE OF PROPERTY. The Guest and his/her licensees, invitees, family, vendors, employees or others (the "Occupants") shall use the Property for residential vacation purposes only, and shall have exclusive use of the Property during their reservation period. Parties, "public" gatherings, or large events on the Property, consisting of more than the maximum number of Occupants allowed (as stated in the reservation form) are strictly forbidden. The Property is located in a residential neighborhood, and may not be used in any commercial way, or as a locale for public events, commercial promotions of products or services, or other large gatherings. In the event of such improper use, Villazzo shall have the right to refuse access to the Property by the Occupants, or to immediately terminate the use of the Property by the Occupants, with no return of any deposit or payment. The Occupants may not make any alterations to the Property whatsoever. The Guest may not authorize any other persons to utilize the Property in the Guest's absence; nor may the Guest assign or sublease the Property, in whole or in part. All Occupants who stay on the Property overnight must be properly registered with Villazzo, in writing.

The Occupants shall use the Property only in a dignified and quiet manner that is respectful of the Property's neighbors and the neighborhood. Local laws prohibit private or public nuisances; noise violations; parking on the street; parking on the



right of way; parking on (or blocking) adjacent private properties; parties that create disturbances of the peace, or any other acts that may be deemed improper or illegal by local regulatory authorities. Guests having any question as to whether certain conduct is violative of local, county, or state laws, rules, regulations or ordinances should consult Villazzo. Any violation of this paragraph shall be grounds for immediate termination of the stay, and may also constitute a violation of the statutes, ordinances or regulations of the local authorities, which may subject the Guest and/or the Occupants to civil, criminal or administrative fines, penalties or other sanctions. The Guest shall fully indemnify the Owner and Villazzo (and its officers, directors, managers, owners, employees and agents) in all respects as to any and all costs, expenses, fines or judgments sustained or incurred in any regard as a result of any breach hereof by the Guest or the Occupants.

MAINTENANCE. Villazzo shall provide any routine maintenance and repair to the Property. For all maintenance and repair to the Property that is not covered by a management contract with the Owner, Villazzo will invoice the Guest for repairs and maintenance according to the Villazzo's current Villazzo Living price list. The Guest shall promptly notify Villazzo of any maintenance or repair requirements, or any defects.

KEYS AND REMOTE CONTROLS. Villazzo shall furnish to the Guest 2 sets of keys to the Property, including gate openers if applicable. Upon departure, all keys and garage door openers shall be forthwith returned to Villazzo. Failure to return such property at the time of departure will result in a charge of \$200 to the Guest for each key/garage door opener that is not so returned.

ACCESS TO PREMISES. Villazzo and Owner shall have the absolute right to enter the Property at any time for the protection, preservation, maintenance or safety of the Property or the Guest, or for emergency repairs. Owner/Villazzo shall also have the right to terminate the stay and to immediately discontinue any hospitality services and utilities to the Property in the event of a violation by the Guest or the Occupants of any material prohibitions or covenants.

LIABILITY OF OWNER / VILLAZZO. Villazzo is acting hereunder as agent for accommodations, and assumes no liability for property loss or damages. Furthermore, Guest is responsible for his villa during occupancy, must lock villa's windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. The Guest shall hold Villazzo and the Owner of the Property harmless as to any and all responsibility or liabilities for any claims, losses, damages, expenses arising from (a) personal injury, accidents or death, or (b) loss and/or damage of baggage or other property, or (c) delays, inconveniences, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental while on the premises of the Property or during the term of the reservation period. Owner and Villazzo shall not be held liable for any loss by reason of damage, theft or otherwise to the contents, belongings and personal effects of the Guest or the Occupants. Written notice of any claims asserted against Villazzo or Owner must be received by Villazzo or the Owner within two weeks (14 days) after the conclusion of the actual reservation period. The Owner/Villazzo reserve the right to decline any request for bookings at any time and may, within their sole discretion, terminate any stay as a result of unreasonable behavior by the Guest or the Occupants.

LIABILITY OF GUEST. The Guest assumes all liability for any loss, damage, or injury of any nature to the Guest or the Occupants resulting or arising from or connected with the occupancy and use of the premises and the Property. The Guest will be liable for the repair or replacement costs, plus the work to effectuate same, whether caused by the will or accident, by the Guest, the Occupants, the staff, or any suppliers during the stay. Guest shall also be responsible for weather related damage during the reservation period as long as not deemed "force majeure" (= hurricane, earthquake, large-scale flooding, etc).

SUPPLIERS AND LIABILITY. Although Villazzo uses its best efforts to select the most reputable third party suppliers of products and services, it is not, and shall not be, responsible for their acts or omissions, nor does it guarantee the availability or security of suppliers' facilities and services. Services of third party suppliers shall be deemed to be a contract between the Guest and the suppliers, and suppliers' terms and conditions apply. The Guest agrees that it will hold Villazzo and the Owner of the Property harmless as to any and all losses sustained or incurred by the Guest or the Occupants due to the acts or omissions of independent suppliers of services.

SECURITY/DAMAGE DEPOSIT. The Security/Damage Deposit has to be wired to Villazzo's escrow account together with the last portion of the payment. In some cases, a "credit card hold" (i.e. not an actual charge that appears on the Guest's credit card statement) on a credit card provided to Villazzo by the Guest, can be sufficient. If the Security Deposit is charged to a credit card, Guest hereby acknowledges that this is a fully valid, non-refundable charge (like a wire transfer), independent of



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.



CREDIT CARD AUTHORIZATION

| Rate | Nights | Total |
|------------------|--------|----------|
| \$21,443 / night | 3 | \$64,329 |
| 13% tax | | \$8,363 |
| Extras | | |
| Total | | \$72,692 |

I, _____, hereby authorize Villazzo to use the following credit card (*credit card mandatory for every booking*):

☐ Visa ☐ MasterCard ☐ American Express

Name on Card _____

Credit Card Number _____

Expiration Date (Month) _____ (Year) _____ Security Code _____

Billing Address _____

- ☒ Confirm the booking (place credit card hold).
☒ Hold credit line on card. Charge all additional Villazzo services surrounding my stay.
☐ Charge Total of Stay (+3% credit card charge) = _____
☐ Charge Property Security Deposit (+3% credit card charge) = _____
☐ Wire Total of Stay = _____
☐ Wire Property Security Deposit = _____

Signature _____ Date _____

***Note:** All charges are final and cannot be reversed (see General Conditions for details). Identification is required for credit card processing. Please provide a photocopy of the credit card (front and back) and passport or driver's license of cardholder.*

PAYMENT BY WIRE TRANSFER

(Even if you pay by wire transfer, we still require a Credit Card on file as a guarantee for additional charges)

☐ Wire transfer for bookings in the US

Bank of America
1414 Alton Rd, Miami Beach, FL 33139
ABA# 026009593
Account Number: 898061630207
Swift code: BOFAUS3N
Villazzo Miami

☐ Wire transfer for bookings in Europe

HSBC Bank France
27, rue de Verdun
83120 Sainte-Maxime, France
SWIFT #CCFRFRPP
IBAN #FR76 3005 6009 8409 8400 6134 161
Account #09840061341
Villazzo St. Tropez