

# GreatVillaDeals

by VILLAZZO

**MAINTENANCE.** The Company 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, The Company will invoice the Guest for repairs and maintenance according to the The Company's current The Company Living price list. The Guest shall promptly notify The Company of any maintenance or repair requirements, or any defects.

**KEYS AND REMOTE CONTROLS.** The Company shall furnish to the Guest 2 sets of keys to the Property, including garage door openers if applicable. Upon departure, all keys and garage door openers shall be forthwith returned to The Company. 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.** The Company 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/The Company 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 / THE COMPANY.** The Company will use its best efforts to ensure that the Guest's stay is trouble free during the term of the reservation period. The Guest shall hold The Company 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, damage or delay 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 The Company 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 The Company or Owner must be received by The Company or the Owner within two weeks (14 days) after the conclusion of the actual reservation period. The Guest shall be responsible for the payment of all sales, use, resort and similar taxes associated with the use of the Property during the reservation period, and the Guest shall hold The Company and the Owner of the Property harmless as to liability for the payment of such taxes. The Owner/The Company 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 caused by the willful damage, negligence, or the removal of any property by the Guest or the Occupants. The Guest agrees to be responsible for the actions or inactions of the Occupants on the Property during the reservation period, or any holdover of the reservation period. The Guest shall not be responsible for damage to the Property caused by events outside of the Guest's or Occupants' control, such as weather-related damage.

**SUPPLIERS AND LIABILITY.** Although The Company 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 The Company 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.** For VillaHotel reservations, the Security/Damage Deposit will be taken as a "hold" (i.e. not an actual charge that appears on the Guest's credit card statement) on a credit card provided to The Company by the Guest. For "V" Villa reservations, or if there is any problem taking a "hold" on the Guest's credit card, the Security/Damage Deposit has to be wired to The Company's escrow account prior to arrival, and 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 departure and relinquishment of the Property as existed at the time of the commencement of the booking.

The Security/Damage Deposit is due and payable at least 14 days prior to the Guest's arrival at the Property. The Guest shall be fully responsible for any breakages or missing items in the Property during the Term of the Lease, and will be charged for the cost of any necessary repairs or replacements. If the Property is abused by the Occupants during the term of this Agreement, then the Guest shall be charged supplementally for reasonable and necessary repairs, maintenance or housekeeping. Parties, "public" gatherings or large events on the Property, consisting of more than the maximum number of Occupants allowed (as stated in the