



Terms and Conditions

By making a reservation you are entering into a legal rental contract with Maximum Vacation Homes, and therefore agree to and are bound by Maximum Vacation Homes terms and conditions:

1. Terms and Conditions of Rental

- This rental agreement provides our standard terms and conditions of all property rentals for Guests.
- By Florida State Law, occupancy may not exceed what is posted for each home. The maximum occupancy excludes children under the age of three years old.
- I must notify Maximum Vacation Homes within two (2) hours of arrival if there is any existing damage to the property or any notable conditions.
- I understand that I am responsible for the cost of any damages sustained to the property, Décor or its contents during the stay; this includes the moving of items to another property, breakage or any excessive cleaning charges incurred during my stay.
- I understand that I am responsible for the cost of an early arrival or late departure if it was not pre-arranged and paid for before arrival.

2. Payment Terms and Conditions

- If more than 45 days before scheduled arrival, a 20% deposit is required.
- The final payment will be billed to your credit card on file unless other payment arrangements have been made. Please note if the 45 day final payment falls on a Saturday, Sunday or a National Holiday, it will be charged the last business day prior to your final payment due date.
- A security deposit is used to cover damage, breakage and loss to any of the home contents. The security deposit less any such charges will be refunded back to the Guest as soon as Maximum Vacation Homes has completed its inventory and occupancy report. Under no circumstances can the security deposit be refunded upon the day of departure. Refunds will be processed 7-10 business days after the Guests' check out date. Guests are liable for all damage and loss to the vacation homes during their stay.

3. Last Minute Reservations

- In order to protect against the use of stolen credit cards or credit card fraud a strict policy will be required for all last minute reservations made within 10 days of arrival.
- This strict policy may also be requested for any reservation regardless of the process date as a precaution against fraud.
- Guests booking a reservation within 10 days of their arrival date are required to check in at the Maximum Vacation Homes office during office hours.
- The credit or debit card used AND a valid driver's license or passport is required to be shown at check in at the Maximum Vacation Homes Office.
- A copy of a valid driver's license or passport will be required upon confirmation of booking, which is to be sent via email to our Reservations team for our records.
- The reservation must be in the same name as the name on the credit or debit card used for payment of the reservation

- Please be advised that the name on all documents must match; name of lead guest on reservation making payment, name on credit/debit card used, name on photo ID.

4. Accidental Damage Waiver (ADW)

- There is an accidental damage waiver (ADW) fee added onto all reservations at Maximum Vacation Homes
- The accidental damage waiver fee is non-refundable
- The value of the damage waiver is up to \$1,000 for Condos and Townhomes
- The value of the damage waiver is up to \$1,500 for Homes
- The accidental damage waiver fee will cover reported accidental or inadvertent damage, which must be reported to Maximum Vacation Homes within 24 hours in order to be eligible for coverage
- The accidental damage waiver will become null and void upon Guest departure and any un-reported damage found by Maximum Vacation Homes will be at the sole responsibility of the Guest.
- The Guest will be fully responsible for ALL damage charges, which will be processed onto the Guest credit card on file.
- In the event that the Guest fails to pay any amount due to Maximum Vacation Homes for property damages, Maximum Vacation Homes' reserves the right to exercise any legal remedies to pursue the amount owed from the Guest.
- Intentional damage, theft or gross negligence is not covered and will result in additional costs to the Guest and possible legal action.
- This plan is provided by and administrated by Maximum Vacation Homes and is not an insurance policy.

5. Cancellation Policy

- All reservation deposits are non-refundable, which is 20% of the reservation total
- All cancellations must be received in writing and are subject to the following penalty fees, which are percentages of the total cost of the reservation:
 - 20% from initial date of booking up to 45 days prior to the arrival date
 - 50% if less than 45 days prior to the arrival date
 - 75% if less than 30 days prior to the arrival date
 - 100% if less than 15 days prior to the arrival date
- The Guest reserving a specific property for specific dates. The dates and the property cannot be changed, doing so would effectively cancel the original reservation, and so the cancellation policy would apply.
- If the length of stay is reduced from the original dates, the cancellation policy will apply to the nights that have been canceled.
- Cancellation of the arrangement due to non-payment of the balance by the due date will result in the loss of all monies.
- Maximum Vacation Homes regrets that they are unable to waive any of the cancellation charges above, whatever the circumstances. Please consider trip insurance against unforeseen cancellations for your vacation.

6. Hurricane Policy

- Maximum Vacation Homes does not offer refunds or reschedule bookings due to hurricane activity. If you are concerned about the possible interruption, cancellation or delayed travel due to tropical occurrences, you are strongly encouraged to purchase travel insurance at the time of booking.
- Typically the peak season for tropical activity is August through October.

7. Reservation General Terms and Conditions

- Smoking is not permitted in any property managed by Maximum Vacation Homes at any time. In the event that a Guest is found to have smoked in the property, the Guest will be contacted and informed of any charges related to the cleaning/deodorizing of the property and all items in the property (i.e carpets, furniture, window treatments, etc). These charges will be applied to the credit card on file for the reservation.
- Pets are not permitted in any property managed by Maximum Vacation Homes at any time. Guests with pets are advised to place their pet at another facility for the duration of their stay. Maximum Vacation Homes shall not be responsible for any loss or injury to a pet while staying at the property, or for any action taken against the pet or pet owner by third parties.
- All property descriptions given on the website(s) are made in good faith. Maximum Vacation Homes and the owner(s) of the property accept no liability whatsoever for errors or omissions.
- The reservation is accepted and confirmed only for the number of Guests declared on the original inquiry and/or listed on the Rental Agreement. Maximum Vacation Homes reserves the right to cancel the reservation if additional Guests are added without prior consent, or if a home is over occupied.
- The home is not to be used to host parties or social/group gatherings. Only Guests' whose names are on the Rental Agreement are authorized to stay in the home. Any Guest having a party or social/group gathering in the home or exceeding the numbers of authorized Guests will be immediately evicted without refund.
- The Guest making the reservation must be 25 years of age or older and must occupy the rental property for the entire term of stay booked for the reservation.

- The Guest agrees the rental period will begin and end on the dates as shown on the Rental Agreement and reservation.
- Occupancy of RV campers, enclosed trailers and/or tents on the premises is strictly prohibited.
- The Rental Agreement may not be assigned to a third party nor shall the property be sublet. No locks must be broken, changed or added.
- The Guest is hereby granted a license to use the premises. The Guest acknowledges and agrees that no form of tenancy has been created pursuant to Chapter 83, Florida Statutes through Guest's use of the premises.
- Any disputes under this Agreement, shall be resolved exclusively via binding arbitration according to the rules of the American Arbitration Association for commercial disputes in Osceola County, Florida, applying Florida Law. Each party shall pay their own attorney fees/costs and, the State of Florida shall have exclusive personal and in rem jurisdiction over any dispute.
- In the event a Guest leaves any personal item(s) behind in the vacation rental property, we will do our best to locate the item(s).
- Maximum Vacation Homes is not responsible for any losses under any circumstances. If the item is found, the Guest will be advised and given the contact details of a local company, which specializes in collecting and mailing package deliveries. The Guest will be responsible for arranging collection and any cost incurred.

8. Check In

- Check-In time is 4:00 PM
- The property will have an electronic lock for your convenience. This code will be sent upon receipt of final payment and signature of your rental agreement.

- 45 days prior to arrival and upon receipt of the Rental Agreement and full payment of your reservation. Maximum Vacation Homes will email the Guest Rental Voucher, which will include full driving directions and keyless access door code for your entry into your vacation home. This code will be activated at 4:00 PM, which is check in time.
- An early arrival can only be arranged for an additional fee if the home does not have another Guest's departure scheduled. This option is only available within 10 days of arrival, but must be arranged in advance and cannot be added on the day of arrival.

9. Check Out

- Check out is before 10:00 AM. You are not required to clean the home or wash the linens or dishes. However there will be an additional cleaning fee if the home is left in a condition that would require an excessive or additional cleaning.
- You are required to take out your trash on the designated days as stated in the property.
- In the event a Guest fails to depart from the home by 10:00 AM with no late check out arranged and results in Maximum Vacation Homes being unable to clean and prepare the home for the next arriving Guest that day, the departing Guest agrees to pay damages and costs incurred by Maximum Vacation Homes; including but not limited to moving the incoming Guest to another home. A late check out can only be arranged for an additional fee if the home does not have another guest's arrival schedule. This option must be arranged in advance and cannot be added on the day of departure.

10. Pool Heat

- Pool heat is an optional amenity that is an additional cost to the reservation

- Pool heat can be added to a reservation for a daily rate that varies per home
- Pool heat must be purchased for the duration of your stay
- When pool heat is requested by the Guest for their reservation, the heater is turned on 24 hours prior to the Guests' check in date, and runs for approximately 8 hours per day
- Pool heaters operate on a timer that are set to come on in the morning and go off in the evening
- Pool heat cannot be added during a Guest stay

11. Basis of Rental

- The Guest agrees and Maximum Vacation Homes permits the Rental period to begin and end on the dates and times shown as the Rental period, as shown on the Rental Agreement.
- No refunds will be given for late arrivals, early departures or unused days of your rental property reservation.
- Each home comes complete with a fully equipped kitchen including a refrigerator, freezer, oven, range, microwave, dishwasher, toaster, coffee maker, cookware, dishes, glasses, utensils, linens and towels. Each property also includes a full size washer and dryer, iron, ironing board and hair dryer. While bath and hand towels are provided, you may want to bring your own beach towels and washcloths, as these are not always supplied in the property.
- Please understand that vacation homes are self-catering accommodations. Maximum Vacation Homes provides complimentary starter soap, toilet paper, and trash bags. Once these items are used, it is the Guest's responsibility to replenish them.

12. Service Level

- Maximum Vacation Homes agrees to the 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.
- Maximum Vacation Homes agrees to provide a maximum 2-hour response to remedy problems that, at the sole discretion of Maximum Vacation Homes, constitutes as an emergency, which would affect the safety of the Guest.
- Any problems that arise during the Rental Period that do not constitute as an emergency, as determined by Maximum Vacation Homes, will be remedied during or after the Rental Period, based on the severity of the problem, and at the sole discretion of Maximum Vacation Homes.
- Any problems regarding the vacation home should be directed to our office. Our phone number is 1-407-766-5999. Our business hours are 9:00 AM to 5:00 PM 7 days a week. Evenings we are available for emergencies only. Please restrict emergencies to valid problems. If due to the fault of the Guest, and at the discretion of Maximum Vacation Homes, there could be a service fee applied any time Maximum Vacation Homes is called out to the property.
- Maximum Vacation Homes and/or its representatives may enter the property at any time, without notice, for the purpose of protection and/or maintenance of the property. Whenever possible, Maximum Vacation Homes will provide notice to the Guests prior to such entrance.

13. Limitation of Liability

- Maximum Vacation Homes and/or the Owner do not release the physical address of the property to the Guest prior to receiving a signed and valid Rental Agreement and

payment of the Rental is made in full. At this point the Guest will be sent via email a Rental Voucher, which will include the property address and all other information needed for the Guests' arrival. This is a security measure and is non-negotiable.

- Maximum Vacation Homes 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 Maximum Vacation Homes within one (1) business day, so that Maximum Vacation Homes may elect to rectify the failure.
- Maximum Vacation Homes and/or the Owner do not accept liability for lost or stolen personal property of the Guest within the Property during the rental period. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority first, and then contact Maximum Vacation Homes to report the lost or stolen items.
- Maximum Vacation Homes and/or the Owner accept no liability for personal loss or injury to the Guest during the rental period.
- The Guest must ensure that children are supervised at all times. It is the policy of Maximum Vacation Homes that all children under the age of 18 years are not left in the rental home un-supervised at any time during the rental period.
- Games, toys, baby furniture/equipment, strollers, rental cribs are all used at the Guests' own risk.
- The Guest understands there is no lifeguard on duty, and it is the rental property's terms of use that the use of the pool is entirely at the Guest's own risk. Diving, horseplay or running around the pool area is prohibited; no child in the party or adult non-swimmer will use the pool without adequate adult supervision or the supervision of a strong swimmer. The Guest must immediately report any problems with the pool alarms or pool safety fencing. All Guests understand and agree that neither the

property owner nor Maximum Vacation Homes can accept responsibility whatsoever in the case(s) of accident or illness whilst on the property.

- According to Chapter 515.33 of the Residential Swimming Pool Safety Act: Anyone tampering with or disconnecting pool alarms commits a misdemeanor of the second degree, punishable by a \$5000 fine or one (1) year in jail. Maximum Vacation Homes will assess a minimum charge of \$100.00 per alarm for its repair/replacement. Please do not tamper with the pool alarms.
- Maximum Vacation Homes does 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.
- We cannot accept any liability for the failure of public supplies such as water, electricity, BBQ, gas or telephone/internet supplies. Nor for the consequences of the actions or omissions of persons who may supply or control main services, or any action taken in the vicinity of the property reserved, by any authority or persons over which we have no control. We cannot accept any liability for the air conditioning system, the pool heater or any household appliance breaking down. Urgent steps will be taken for a local engineer to rectify any problem.
- We accept no responsibility of liability for any loss or damage or alteration in the terms of your reservation caused by events beyond our control, including, but not restricted to war, terrorist activity, civil commotion, flight delays or cancellations airport closure, adverse weather conditions, fire, flood or industrial dispute. There will be no credit given for shortened stays due to late arrival or early departure for any reason and no credit given for cancelation due to weather conditions.
- The use of the BBQs is at the Guests own risk and Maximum Vacation Homes cannot accept any responsibility for injury of any kind that may arise from the use of BBQs.

The Guest takes full responsibility for the connection of gas bottles. Guests should also remember to keep children away BBQs whether in use or not.

- Maximum Vacation Homes 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 Maximum Vacation Homes' control, and is regarded as an act of nature.
- Failure to comply with any of the terms herein will at the sole discretion of Maximum Vacation Homes, result in the eviction of the Guest from the Property, without refund.

14. Force Majeure

- There may be circumstances beyond our control, in which the property might not be available for your reservation. Examples of these, but are not limited to, destruction of property, sale of property, water, gas or sewer leaks, fire or any other damage to the property making it inhabitable or potentially inhabitable.
- In the event of Force Majeure, Maximum Vacation Homes will do their best to make alternative arrangements. If these alternative arrangements are not acceptable to the Guest, then Maximum Vacation Homes will refund all monies paid. If the Guest accepts the alternative accommodation, they also agree to re-locate back to the original property when it is deemed available by Maximum Vacation Homes. This will be the full extent of our liability to the Guest, and we will not be responsible for any other costs connected with any such cancelation howsoever arising.

15. Changes in our Terms and Conditions

You may ask if there are ever changes in our terms and conditions. From time to time, we may need to change or update our terms and conditions. If the terms and conditions has changes, this page will be updated. You will not be provided with any other notice of such changes. Please check this page to see if there have been any recent changes.