

RENTAL DETAILS

Rental Fee per night: \$1600.00 (3 night minimum stay)

Weekly Rental fee: \$10,000.00

*Villa Viscaya can accommodate up to 16 guests
(5 Queen beds, 4 full size beds, 2 twin beds)*

1. CHECKING IN:

As anxious as you are to get into your vacation rental, check in time is between 3pm – 5pm. Early or late arrivals must be arranged in AADVANCED through our office and can only be done if all paperwork is complete and all monies are paid in full. When checking in, please be prepared to show valid ID and credit card.

2. UPON ARRIVAL:

Please be sure to report any problems as soon as possible so we can resolve them in order to make your stay a more comfortable one. There will be a Villa Viscaya contact available 24 hours a day by phone during your stay.

3. GARBAGE:

We do recycle at Villa Viscaya. Please separate glass, aluminum cans and plastic from the trash and dispose of these outside the garage.

4. LINENS:

Villa Viscaya is furnished complete with towels and sheets. We ask that you bring your own beach towels and that the towels provided are only used in our home. Prior to your departure, we ask that the beds are striped and towels collected. These items should be placed by the washing machines in the house.

5. TELEPHONES:

Even though you are on vacation, we realize telephones are still a priority. Villa Viscaya does provide telephones for tenant use. Long distance calls will be taken out of your deposit or charged to your credit card.

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6. CLEANING:

The property will be inspected and cleaned after your departure. The rental fee includes the general cleaning of the property. YOU ARE REQUIRED to leave the property in the same general condition that you receive it by making sure, dishes are done and put away, and the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$25.00 per hour.

7. PETS:

While we love animals, we are sorry to say PETS ARE NOT ALLOWED. If pets are present you may be asked to leave the property and your deposit will be forfeited.

8. PARTIES:

We want you to have as much fun as possible, however, our rental is located in a residential area and they may not be used for weddings, wedding receptions, parties, or other group functions. If any complaints are made, guests may be asked to leave and deposit forfeited.

9. SECURITY DEPOSIT:

A refundable security deposit of \$3000.00 will be charged to your credit card along with the remaining balance The \$3000.00 will cover any damages to the property

10. CANCELLATIONS:

There will be a cancellation fee equal to 50% of the total rental fee if the guest stay is cancelled less than sixty (60) days prior to date of event unless we can re-rent the property. The entire rental fee will be charged if an event is cancelled thirty (30) days or less prior to the date of guest stay unless we can re-rent the property. There will be no refunds or offsets of inclement weather, loss of utilities, acts of God, or the act of any government body. There will be a service charge of \$100.00 to process all cancellations and possible refunds.

11. PARKING:

Parking for a maximum of 10 cars, including those of tenants.

12. SUPERVISION OF CHILDREN:

We hope that everyone has a great time, especially the little ones. However, tenants are required to supervise their children for both their own safety and the well-being of Villa Viscaya.

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13. FURNISHINGS:

If you feel compelled to re-decorate or move furniture, please be sure to put it back.

14. EXTENSIONS:

We know you will have a wonderful time, so any extensions on reservations must be made in advance through our office. Vacation rentals can be reserved at any time depending on availability, which varies from day to day.

15. TENANTS LIABILITY:

Tenant agrees to acct liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenants guests, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse the owners of Villa Viscaya for coats incurred to repair/replace damaged items. Should tenant experience a problem with Villa Viscaya, please alert the representative immediately so that we may remedy the problem.

16. SLEEPING CAPACITY/DISTURBANCES:

Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property. E. Violation of the 10:00 PM local noise ordinance.

17. HOLD HARMLESS:

The owners of Villa Viscaya do NOT assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will the owners of Villa Viscaya accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

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18. ADDITIONAL TERMS AND CONDITIONS:

The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

19. CHECKING OUT:

All good things must come to an end.... Check out time is 11:00 am. The inspectors are schedule to be there by 11:30am. By prior arrangement, a representative will meet you at Villa Viscaya to reclaim the keys and wish you well.

20. MAILING ADDRESS:

This signed agreement along with a check, if applicable, should be mailed to the following address:

*Villa Viscaya
1745 Dell Avenue
Campbell, CA 95008*

21. CERTIFICATE OF LIABILITY INSURANCE:

At all times during the guest stay, Applicant, at Applicant's sole cost, shall maintain Special Event Insurance, including, without limitation, commercial general liability insurance, with a

minimum single combined liability limit of one million dollars and no cents (\$1,000,000.00), insuring against liability of Applicant, Applicant's Guests, The owners and their respective authorized or unauthorized representatives arising out of and in connection with the guest stay. Not less than Sixty (60) days prior to the commencement of the event, Renter shall deliver to Villa Viscaya a Certificate of Insurance in a form acceptable to Villa Viscaya, demonstrating such coverage as required herein. If such Certificate is not so delivered by Applicant, the guest stay will be considered canceled. In case this agreement is terminated, all rights under Applicant's insurance policy and proceeds thereunder, if any, shall be assigned to Villa Viscaya if Villa Viscaya so elects.

PLEASE REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE
TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR
OWN HOME.

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