



ITALIAN VILLA RENTALS TERMS & CONDITIONS

Name on reservation and this agreement:

Address:

Property / Location:

Webpage for reference:

Week(s):

Rate for period:

Cancellation insurance included:

Security deposit due on arrival or before:

Other amounts to be paid locally:

TERMS OF OCCUPATION

- 1) **Prices.** Prices provided are weekly rates. Prices go up and down at the discretion of the owner. Once you have paid a deposit, the cost in euro is fixed for your reservation. The property is priced in euro, and paid in USD at spot rate on the day of payment.
- 2) **Payments.** The property is priced in euro, and paid in USD at spot rate on the day of payment. Rates used are found at xe.com Payments are made to London Calling llc. Before making the payment, please call us to confirm the spot rate. Three payments are required: A partial deposit (maximum of 200 USD via credit card or cash) to confirm; balance of deposit to finalize the reservation within 7 days, and the balance payment 60 days prior to arrival. All other payments are in cash via check or ACH.
 - a. **Example of payment:**
 - Your rental is 3650 euro for the week you have chosen.
 - \$200 USD is paid to confirm on Feb 4, 2010. Rate on that day is 1.50 dollars to 1 euro.
 - The full amount of deposit on Feb 4, 2010 is \$2737.50 (3650 euro x 1.5 = \$5475. 50% of \$5475 = \$2737.50).
 - Balance of the deposit after the confirmation credit card (\$200) is \$2537.50 which can be sent via check or ACH.
 - Your balance payment of 1825 euro is due 60 days prior to arrival. That payment is in cash (check or ACH) at the spot rate of the day it is made, using the formula as seen above.
- 3) **Number In Party.** The total number of persons may not exceed the authorized number as stated in the web page description. Pets are not permitted unless explicitly agreed to in writing.
- 4) **Arrivals & Departures.** Weeks are Saturday – Saturday, unless otherwise noted. Arrivals are generally between 4pm and 7pm and departures between 8am and 10am unless alternative arrangements have been made in advance.
- 5) **Security Deposit.** A security deposit NOT COVERED IN THE RENTAL PRICE will be due in cash upon arrival, or to be wired prior to arrival depending on the owner's requirements. Credit cards are not accepted, nor are traveller's checks. Deposit paid in cash locally are returned upon departure. Security deposits wired will be returned no later than 14 days upon return, if no damage or unpaid charges are due.
- 6) **Utilities & Extra Services.** All additional costs listed on the property page - such as heat, electricity, final cleaning charge, cook, etc. are due in the local currency (Euro) directly to the owner/key holder upon arrival or during stay. Refer to the property page for any additional costs to be anticipated.
- 7) **Cancellation Fees.** 30% cancellation fee applied to the total cost from the moment we receive money, to 90 days prior to arrival date. 50% cancellation fee applied to the total cost from 89 - 60 days prior to arrival date. 100% cancellation fee applied to the total cost from 60 days prior to arrival date. It is possible to move your arrival date upon request. Any change to reservation for any reason whatsoever is entirely at the owner's discretion and could incur a re-booking fee or other additional cost. [Click here for reasons to obtain cancellation insurance](#) (we process the paperwork). And [click here to view the policy details](#). Cost is 6.95% of the price of your rental.
- 8) **Refunds.** Beyond the cancellation policy as set above, there are no refunds provided for any reason whatsoever, unless the

house is considered uninhabitable for reason of failure of essential equipment, such as electricity, water, heat and sewage. London Calling llc in conjunction with the owner, will have sole discretion in determining whether the state of the house is uninhabitable. If it is determined that a house is uninhabitable, a revised date for occupation, similar house provided or full refund will be provided. At no time will London Calling llc be liable for any financial considerations or loss of refund beyond the cost of the house. [We highly advise to purchase cancellation insurance.](#) The cost is 6.95% of the price of the rental. We strongly recommend cancellation insurance. By initialing this form here _____, you acknowledge you have [read and understand our cancellation policy](#) and choose NOT to purchase Vacation Rental Insurance.

- 9) **Liability For Amenities & Non Essentials.** London Calling llc will not be held liable nor provide refund, partial or otherwise, for amenities not provided or for miscellaneous reasons outside of our control. "Amenities not provided" include but are not limited to dishwashers, washing machines, AC, Internet connections, private telephones, bikes or boat rental offered by the owners and incidental appliances. Amenities do not include heat, water and electricity. "Miscellaneous reasons" include but are not limited to bugs that have entered the house, one's perception of cleanliness, construction onsite or nearby etc. Please note: where pools are provided, the general season for pools to be opened begins on June 1 and ends on September 30. In Italy, the period during which heating can be used depends on local laws and may vary from region to region. In the houses detailed on these web pages, heating is usually allowed from November 1 until April 30. Some owners have a way around this through independent heat, but this is not guaranteed in any case.

10) **General Liability**

London Calling llc acts as the booking agent between the tenant and the owner of the property and cannot be held responsible for the actions of either party or consequences of them.

We guarantee and vouch for:

- the correctness of the rental agreement
- the checking and careful choice of accommodation
- the correctness of the description of the accommodation

Under no circumstance shall London Calling llc be responsible for any personal loss by individuals renting the accommodations represented by us, expenses, claims, or injury, direct or indirect, caused or incurred before, during or after the party's stay in the accommodation represented by us including legal fees. London Calling llc will not be held liable and will be rendered harmless for any events arising in law as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of accommodations or services provided by us for reasons of military action, revolutions and acts of God. You agree to indemnify and hold London Calling llc harmless for any claims arising from third party. The person signing the booking form is responsible for the correct and decent behaviour of his/her party. Should the person and his/her party behave in such a manner that is not acceptable by civilized standards, the key holder may ask the person and his/her party to vacate the house without compensation. The terms of this agreement will be governed and construed in accordance with the laws of the State of Delaware and the United States applicable to contracts to be wholly performed in Delaware. ANY ACTION BASED ON OR ALLEGING A BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT LOCATED IN NEW CASTLE COUNTY, DELAWARE. IN ANY SUCH ACTION, IF WE PREVAIL, LONDON CALING LLC SHALL BE ENTITLED TO ALSO RECOVER OUR LEGAL FEES AND COSTS.

I _____ (please print name) the undersigned understand and will abide by these Terms as stated.

Signature

_____ Date

Please return this form signed and dated to:

London Calling llc • 101 East Gay Street, 275 • West Chester • PA • 19381 • 203 984 3499 rick@italianvillarentals.com