

VILLA RENTAL AGREEMENT & TERMS AND CONDITIONS

GUEST (PARTY LEADER) DETAILS	
Name	
Street	
City, State/Province, Postal Code, Country	
Email	
Phone number(s)	
TRAVEL ADVISOR	

PROPERTY RENTAL INFORMATION		
Villa Name & Location		
Arrival and Departure Dates		
Total Number of Guests Allowed		
Number of guests Ages 13 and older		
Number of children Ages 2 to 12		
Number of infants Under 2 years . Most villas allow 1 infant as an additional guest, confirm before booking		

Initial here _____

COST OF VILLA

To confirm your villa, we must receive your booking contract and nonrefundable deposit within 3 days from receiving your quote. We accept payments in US dollars by Personal or corporate check and wire transfer.

Prices and services may change without notice, especially if you are booking a year or more in advance. We will review all additional charges and services before issuing your documents.

TERMS AND CONDITIONS

These are the Terms and Conditions for the Booking Agreement between you (Client) and Papavero Villa Rentals (PVR) for the rental of an Italian Villa or apartment (The Property). For this agreement, “you” means collectively, the person signing this agreement (party leader) and each of the other guests booked to stay at The Property during the rental period. PVR is an agent to the owner and/or the property manager of The Property.

1. CONTRACT

This Contract, together with the Confirmation from PVR, represents the entire agreement between the parties and replaces all prior understandings, oral or written; covering the subject matter contained herein and can be changed only in writing and signed by both the Client (Party Leader) and Papavero Villa Rentals LLC (PVR). This agreement becomes binding when submitted by you and PVR has received your initial payment.

2. VILLA INFORMATION

PVR takes care in providing updated information contained on its website relating to the rental properties advertised. Still, nothing on PVR website (the Website) shall be treated as a term or condition of this Contract. Differences between the photograph, illustration and/or text used and the actual Rental alteration of furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available. Owner(s) reserve the right to make modifications to the Rental Property specifications that are considered necessary the light of operating requirements.

3. CLIENT

Client shall include the person who signs and executes this Agreement (Party Leader) and all persons identified as Occupants or Occupants of The Property. All communications by PVR will be made to the Party Leader. The Party Leader’s responsible for providing this information to all Occupants. Client is responsible for payment in full of the contracted price stated in this agreement and compliance by all occupants with the terms and conditions of this Agreement.

4. THE PROPERTY PRICE

The Property Price is paid in US Dollars and the rental period is the specified number of nights as set forth by the Client Confirmation Invoice. Quotes and availability are subject to change until villa is confirmed with payment. Prices quoted at the current rate of conversion and subject to change if villa is not paid in full at time of booking. There may be additional surcharges if you add extra guests above the maximum set forth in this Contract, if permitted by owner of the Rental Property. This must be approved by Owner and confirmed by Papavero Villa Rentals in writing.

5. PAYMENT

Papavero Villa Rentals must receive payment deposit listed on your quote within 3 days of the issue date of this agreement. Villa is not confirmed until payment is received, and you are issued a confirmation from PVR. The balance is due no later than 90 days before your arrival at The Property unless specified otherwise on the website and Client’s confirmation. If your booking is less than 90 days prior to your arrival at The Property, payment is due in full within 4 days of this issue date of this agreement.

6. CANCELLATION BY CLIENT

To cancel this booking, you must provide PVR with written notice of your cancellation. The effective date of cancellation is the date when written notification is received by PVR and you receive an email confirmation. All payments are non-refundable. Any late payments will be accepted only at the discretion of PVR and the Owner and may result in the cancellation of this agreement. You will not be allowed at The Property unless payment has been received in full.

We urge you to obtain trip cancellation protection and highly recommend Travel Insured. Please feel free to call PVR for detailed information.

COVID 19 – If Italy cannot accept guests due to COVID-19 in 2024, or there are travel restrictions by the government of the party leader's country of residence, the client will be able to move the booking into 2025. This pertains to the party leader, not any guests. If you cannot travel because you have Covid, there is no refund. We highly recommend Trip Protection Insurance.

7. MODIFICATION BY CLIENT & TRANSFERABILITY

If Client requests to change their dates once booking has been confirmed, it will be based on the approval of Owner and PVR. All requests must be in writing from the Client and not confirmed until PVR sends a confirmation. Client is responsible for any price difference. Client can also transfer The Property to another Client with approval of PVR. **For either of these requests, there is an administrative charge of \$200.00.**

8. CANCELLATIONS BY PAPAVERO VILLA RENTALS OR OWNERS

PVR and Owners reserve the right to modify or cancel this Contract at any time or when necessary to do so as a result the villa not being available due The Property becoming uninhabitable due to physical damages to the property. PVR shall inform the Client as soon as possible and will assist in arranging an alternative rental property of a similar type and in a similar location as originally requested. The Client is responsible for any increase in price of the new Property Rental. If the client prefers not to rebook another property, we will provide a full refund of payments made if PVR or OWNER cancels the Contract. Neither PVR or Owner shall have any liability for any loss, expense, or damage, including by way of explanation and not by limitation, travel expenses, alternative lodging or any other loss, expense, or damage.

9. FORCE MAJEURE

Neither Papavero Villa Rentals nor the owner will be liable for any damages, losses or injuries caused by conditions outside of that person's control including without limitation, any fire, flood, hurricane, tsunami, war, revolution, terrorism, pandemic, or change to any law, regulation, or government policy.

10. NUMBER OF OCCUPANTS

Under no circumstances can the number of individuals exceed the number of guests allowed and shown on this Agreement. In most cases, one or two children under the age of 2 can be accommodated over the number of occupants stated on the website. You must discuss this with Papavero Villa Rentals before booking. If the property can accommodate more guests, this Agreement can be amended when approved by the owner but must be in writing and will be located on your voucher documents. Failure to comply may result in additional guests being turned away or the entire party may be subject to eviction at their own expense. If maximum occupancy is exceeded, The Owner reserves the right to refuse or revoke the booking, at the Owner's sole discretion.

11. IDENTIFICATION

According to Italian law, (ART. 109 - Tulpas) the owners and /or managers of any accommodations are required to provide complete contact details of each guest along with information of each person's passport and authorization to hold these details in accordance to Law D lgs. 196.2003 on privacy protection. PVR will supply a "Schede Alloggiati" This must be completed before your arrival. Children and Infants must be listed on this as well. This information will be forwarded to the owner and cannot be used to promote, sell, or solicit any service or product to you

12. ARRIVAL AND DEPARTURE

Unless otherwise stated on PVR Villa Property Page, Client Confirmation, and Villa Voucher, clients must arrive between 4 pm and 7 pm local time. Earlier times cannot be accommodated. Failure to arrive at the appointed time on the Client's Arrival Voucher can delay admittance to the Villa Property the following day or incur a late arrival charge. PVR is not responsible for alternative lodging or other accommodations. Clients must vacate the property between 8 am and 10 am local time or as noted on the Villa Property page, confirmation, and arrival voucher. Late departures may incur additional charges.

13. YOUR DOCUMENTS AND ACCESS TO THE VILLA

Within 21 days prior to Client's arrival at The Property, if villa arrival information, Schede Alloggiati and payment has been submitted to PVR, your travel including addresses, driving directions, Contact Person's name and telephone numbers shall be released to the Party Leader in the form of an Arrival Voucher. It is the client's responsibility to release this information to all members of their party.

14. CLIENT RESPONSIBILITY

The Client (Party Leader) is solely responsible for all damages, injuries, and losses in connection with the occupancy or use of the Villa Property by you or your guests. You must ensure that the Villa Property and all furniture, fixtures and effects remain in the same condition and location as when you checked in.

You are also responsible for all guests correct and decent behavior. Occupants are always required to act in a responsible manner and to act with respect towards other guests, Owners, and the Villa staff. PVR and Owners have the absolute right to require any occupant, individual or client to vacate a villa property for disruptive or inappropriate behavior without any refund by the sole discretion of or owners and managers and Papavero Villa Rentals.

It is also the Client's responsibility to verify that Client and all Occupants have the correct documents to travel from the country of origin to the country of destination prior to travel. Please pay attention to Passport requirements.

15. USE OF PROPERTY

You cannot carry out any illegal activity at the property or any activity that could be reasonably considered a nuisance or annoyance to the owner or the occupants of the neighboring land. Those villas that accept small pets are listed on the Property Description page of PVR website. Unless otherwise authorized by PVR and the Owner, you may not bring any animals to The Property.

No additional people beyond the maximum occupancy of the Villa Property are allowed on The Property, at any one time, unless disclosed to and agreed upon by the Property Manager in writing.

The total number of guests on The Property is listed on PVR Website, Client Confirmation and Villa Voucher. If the property offers or has more rooms than you have rented, you agree that the owner will have the right, at the Owner's discretion, to decide which of the Property's rooms will be made available to you and which will remain unused.

Parties, weddings, receptions, and other functions which draw additional neighborhood traffic are not permitted without advance written request from Client. PVR will give written permission along with any additional fees as deemed necessary.

16. REFUNDABLE SECURITY DEPOSITS

A refundable Security Deposit is required for all rentals and the amount and method is specified on Voucher Document. The Security Deposit covers the cost of any damage or breakages that may be incurred during the stay to the property and its contents inside and outside excluding normal wear. Judgment as to the condition of the property is left to the sole discretion of the owner. The Security Deposit should not be calculated towards payment for villa services until you are certain there are no deductions for damages. The villa description and your confirmation will state if Client is required a second deposit against villa services. If the damages exceed the amount of the Security Deposit, client(s) will be responsible for the additional damages and the cost of repair and/or replacement. Upon check out, The Client is responsible for leaving the property in a neat and tidy condition: i.e. dishwasher emptied and put away, garbage is removed to the nearest collection receptacle, and there is no clutter left behind. Any losses or damages to the Villa Property will be deducted from Client's Security Deposit, including without limitation any loss of damage to any property, fixtures, fittings, furnishings or any other property located in on or about the Villa Property. If the losses or damages exceed the amount of the Security Deposit, Client will be responsible for the additional losses and damages and the cost of repair and or replacement. Additional cleaning charges may be assessed at the discretion of the owner if the property is not left in reasonable condition.

If Security Deposit is paid on arrival, it will be returned on departure, less any damages and /or unpaid services. It is the Client's responsibility to collect the unused portion prior to departure from the Villa Property.

If held by PVR, The Security Deposit is due to Papavero Villa Rentals at time of final payment. It will be deposited in a non-interest-bearing account and will be returned by check no later than 31 days upon Client's return, less any losses, damages or other unpaid charges as set forth in this Agreement.

It is the Client's responsibility to obtain an accounting of the security deposit. PVR does not act as arbitrator and will reimburse the owner as requested. Any loss or damage to fixtures or fittings located in the Villa Property can be paid on site at the time of check out. If PVR must pay the owner directly from Client's refundable security deposit for any damages or unpaid bills Client will be charged wire transfer fees.

17. LOCAL CHARGES

There are extra charges for some items that must be paid locally, Local charges are not included in the price of the villa rental and are listed on the Villa Voucher. Many local communities require a Tasso di Soggiorno, also known as a city, tourist, or accommodation tax. This tax is regulated by the local government and subject to change based on the municipalities ruling. All local charges can change without notice.

18. INCLUDED IN THE CONTRACT PRICE

The Contract Price includes: the use of the Villa Property and any facilities, amenities and/or services listed on the Villa Voucher. It is always given that one set of linens per bed, and one set of towels per person per week are always included in the price of the rental, as are basic cooking utensils, pots, pans, glassware, flatware and dishes. Normal use of gas, electricity and water facilities are often included unless otherwise stated in "Additional Charges".

19. NOT INCLUDED IN THE CONTRACT PRICE

Unless otherwise stated on the Villa Description page, Client Confirmation and Villa Voucher, Local Charges, Extra Services, and consumables are not included in the contract price. This includes, but is not limited to, food and beverages, cleaning supplies, paper products, travel arrangements, alternative travel or accommodation expenses, trip protection.

20. EXTRA VILLA SERVICES

Requests for optional villa services, such as housekeeper, cook, advanced grocery shopping, and onsite concierge service must be requested no later than 60 days prior to your arrival. Extra Villa Services are not guaranteed and are not included in the contract price. PVR makes no representation as to the level or quality of these services. Payment is due in full in Euro upon arrival to the Villa. Prices can change without notice Credit cards cannot be used unless stated in the Villa Description Clients **shall not employ outside third-party services** unless requested in writing and approved by the property owner. Villa services once confirmed are non-refundable.

21. COMPLAINTS

In the unlikely event any problem should occur with the Villa Property, Client shall immediately notify the Owner or PVR's Representative to correct the problem. If Owner or local owner representative is unable to rectify the situation, Client shall immediately contact Papavero Villa Rentals. Client shall allow Owner reasonable time, under the circumstances, to remedy the problem or to find a suitable replacement Property.

Vacating the Rental Property without Papavero Rental's authorization shall not constitute an adequate cause for a refund. Failure to give notice of a complaint when it occurs during the rental period and/or failure to remain in contact by phone or email providing the Owner or Owner's Representative and PVR an opportunity to remedy the complaint during the rental period will void any claim.

As with any home, repairs may be necessary as things wear down. PVR is not responsible for any breakdown of appliances, loss of Air Conditioning, heat or water, internet services, etc. that occur at the Villa Property, but will do their best to rectify any situation in a timely manner.

22. LIABILITY

Clients of Papavero Villa Rentals in all legal respects are directly responsible to the property owner, and the property owner is directly responsible to the client. Papavero Villa Rentals acts as an agent only and neither PVR nor any of its agents and representatives (Affiliates) is liable for any delays, including airline scheduling, default, strike, terrorism, war, hostility, civil disturbance, quarantine, accidents, damages, injuries or losses resulting directly or indirectly from acts of God, suffered by you, your guests or The Property. Papavero Villa Rentals and its Affiliates are not responsible or liable in any way for managing or maintaining the Property or for the actions or faults of the Owner or any other third party involved in the rental of the Property (including any provider of additional guest services or activities organized for you). In no event will Papavero Villa Rentals or its Affiliates be liable for any indirect, punitive, incidental, special or consequential damages arising out of or in any way connected

with this agreement or the rental or use of the Property. If, despite the limitations contained herein, the Company or its Affiliates are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described herein, then the Company's or its Affiliates' liabilities will in no event exceed the greater of one hundred United States dollars or the total related rental revenue paid by you at the time of the occurrence. Furthermore, you acknowledge that any use of pool, hot tub and/or beach are entirely at your own risk. You acknowledge that children and all other non-swimmers should always be supervised.

Equipment for Children - Papavero Villa Rentals recommends that clients provide their own portable cribs, bassinets, and highchairs. Any such equipment found at the rental property does not meet US OSHA standards and the client uses at their own risk.

23. JURISDICTION

PVR and Client agree that this Contract shall be governed by the laws of the Commonwealth of Pennsylvania, and that exclusive jurisdiction over all disputes arising out of this Contract shall be in the Courts of Common Pleas of Lehigh County, Pennsylvania.

24. GENERAL

Bookings cannot be accepted from persons less than 18 years of age at the time of booking and PVR reserves the right to refuse a booking without reason. PVR reserves the right to deny reimbursement on any payments of the booking in the event of an age requirement violation. Most villas have strict policies regarding smoking and pets. Unless arranged when confirming the reservation, do not bring pets or smoke inside the Villa Property. Please be advised that internet service may not be as strong / fast as you are used to. Lifeguards are not provided for those villas that have swimming pools.

TRIP PROTECTION We strongly advise you protect your investment by purchasing Trip Protection Insurance- We are happy to assist you in this process.

CHECK ONE

- I will be purchasing Trip Protection Insurance
- I will NOT be purchasing Trip Protection Insurance

PAYMENT METHOD FOR DEPOSIT - CHECK ONE - payment must be in our office within 3 days of quote

- Check- make checks payable to Papavero Villa Rentals
- Wire Transfer - please contact us for bank info

Party Leader must sign this contract. By signing this Contract, Client agrees to accept and abide by the terms and conditions of this Contract. In addition, Client acknowledges having been fully apprised of all information conveyed by Papavero Villa Rentals regarding The Property and that all payments are non-refundable.

I understand and agree to abide by all terms and booking conditions of this booking contract as set forth on the above three pages.

Authorized Signature _____ **DATE** _____

Print Name _____