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Travel Agent Booking Contract 2010

Once your travel agent has confirmed that your choice(s) are available, submit **all three pages** of this contract along with payment to your TRAVEL AGENT within 3 days. Your Travel Agent will receive a confirmation upon our receipt of this contract and payment. Final Payment is due 10 weeks prior to the arrival date of your first rental. Three weeks before your arrival date all documents, including addresses and contact information, will be issued to your Travel Agent.

TRAVEL AGENCY INFORMATION

NAME OF TRAVEL AGENCY	YOUR CLIENT'S FULL NAME	
ADDRESS OF TRAVEL AGENCY	YOUR CLIENTS PHONE NUMBER (FOR EMERGENCIES ONLY)	
CITY/STATE/ZIP CODE/COUNTRY	YOUR CLIENTS FULL ADDRESS	
EMAIL		
DAY TIME PHONE NUMBER	FAX	ALTERNATE PHONE NUMBER

Property Rental number 1

PROPERTY REF NUMBER	PROPERTY NAME	LOCATION	
ARRIVAL DATE	DEPARTURE DATE	NUMBER OF WEEKS/NIGHTS	
TOTAL NUMBER OF GUESTS	NUMBER OF GUESTS AGE 13 +	NUMBER OF CHILDREN AGES 2 – 12	NUMBER OF INFANTS UNDER 2

Property Rental number 2

PROPERTY REF NUMBER	PROPERTY NAME	LOCATION	
ARRIVAL DATE	DEPARTURE DATE	NUMBER OF WEEKS/NIGHTS	
TOTAL NUMBER OF GUESTS	NUMBER OF GUESTS AGE 13 +	NUMBER OF CHILDREN AGES 2 – 12	NUMBER OF INFANTS UNDER 2

1ST PROPERTY RENTAL PRICE \$ _____ x _____ NUMBER OF WEEKS/DAYS = \$ _____

2ND PROPERTY RENTAL PRICE \$ _____ x _____ NUMBER OF WEEKS/DAYS = \$ _____

TOTAL COST OF RENTAL(S) \$ _____

How did you hear about Papavero Villa Rentals? Please check one Referred by _____ Article _____
 Google Yahoo Other Search Engine _____ Magazine Ad _____ Newspaper _____



Terms and Conditions

1. Contract This Contract together with the Confirmation Statement received on payment of deposit, 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 signed by both the Client (Party Leader) and Papavero Villa Rentals, LLC ("Papavero Villa Rentals"). No firm contract will have been made unless the Client submits this Contract, executed by Client, and payment has been processed. The Client is responsible for payment of the price stated on this Contract ("Contract Price") and the compliance by members of Client's party with the terms and conditions of this Contract.

2. Information Papavero Villa Rentals takes care in providing updated information contained on its web site relating to the rental properties advertised, but nothing on Papavero Villa Rentals web site (the "Web Site") shall be treated as a term or condition of this Contract. Differences between the photograph, illustration and/or text used and the actual Rental Property contracted may arise. Owner(s) reserve the right to make modifications to the Rental Property specifications that are considered necessary in the light of operating requirements. Owner(s) reserve the right to alter furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available without prior notice.

3. Payment Within three (3) days of the execution of this Contract, the Client shall pay a **non-refundable** deposit of 40% of the total price (unless otherwise stated on the property description) by check to their TRAVEL AGENT. The balance is due 10 weeks prior to the rental date payable by Check or Wire Transfer. Short stay rentals of less than a week are paid in full at the time of booking and payable by check only. When bookings are made within 10 weeks prior to Client's arrival date, the entire amount is due at booking. Failure to pay the balance of Contract Price on time will constitute an automatic cancellation and all deposits are forfeited.

4. The Contract Price The Contract Price is in US Dollars and the rental period is weekly, unless otherwise stated. There may be additional surcharges for extra guests above the maximum set forth in this Contract, if permitted by owner of the Rental Property (the "Owner(s)"). This must be approved by Owner. Papavero Villa Rentals calculate prices almost one year in advance, so as not to inflate the list price by speculating the dollar's exchange rate, Papavero Villa Rentals bases the currency exchange rate on past performance plus current trends. This means that list prices are subject to shifts in currency exchange rates and will be adjusted up (surcharge) or down (refund) at the time we receive Client's payment but **only** if the rate falls outside the ranges of \$1.00- \$1.40 USD to Euro or 1.30 to 1.80 USD to the Pound Sterling at the time Papavero Villa Rentals receives payments.

5. Voucher(s) All communications by Papavero Villa Rentals will be made to the Client (Party Leader) who signed the contract. It is the client's responsibility to release this information to their party. Within 21 days prior to Client's arrival, considering payment is received in full, vouchers and all pertinent information including addresses, driving directions, telephone numbers and contact person's names shall be released to the Client.

6. Transferability Papavero Villa Rentals will allow the transfer of client's booking to another person. The request must be made to Papavero Villa Rentals in writing, and a new booking contract must be implemented along with an administrative charge of \$100 USD.

7. Cancellation Charges Any cancellation of the booking by Client for whatever reason must be in writing addressed to Papavero Villa Rentals at the address stated at the top of this Contract. The effective date of cancellation is when written notification is received by Papavero Villa Rentals. **Once payments are received by Papavero Villa Rentals, they are nonrefundable.** Failure to pay the final balance of the Contract Price on date listed on your Confirmation Invoice will be deemed a cancellation with no refund due. **Papavero Villa Rentals highly recommends that Client purchase trip cancellation/travel insurance.**

8. Alterations and Cancellations by Owner or Papavero Villa Rentals Papavero Villa Rentals reserves the right to modify or cancel this Contract at any time or when necessary to do so as a result of a force majeure, or any other occurrence outside the control of Papavero Villa Rentals. In the event of such cancellation, Papavero Villa Rentals shall inform the Client as soon as possible and, if requested, will try to arrange alternative rental property of a similar type and standard and in a similar location as originally requested. The is responsible for any increase in price of the new rental. If the client prefers not to rebook another property, Papavero Villa Rentals will provide a full refund of payments made on cancelled Contract and shall be under no other liability, including travel expense, alternative lodging or other expenses incurred.

9. Modification by Client Should the client modify or request to modify the choice of rental property which is subject to this Contract, Papavero Villa Rentals has the right to treat a change of rental property and/or dates as a cancellation of one rental property and the booking of another rental property. All requested modifications of this Contract by the Client shall only be effective if made in writing and become effective only as of the date of receipt of such writing and provided it is agreed to by Papavero Villa Rentals. There is an administrative charge of \$100 USD for any modification to the contract.

10. Number of Occupants Papavero Villa Rentals requires the names and ages of all guests staying at each property on the contract. The number of guests booked is the number that will be accommodated and must not exceed the maximum stated on the property description page and Client Statement. Under no circumstances can the number of individuals exceed the number of sleeping places as described on the Web Site for the Rental Property. Failure to comply may result in additional guests being turned away or the entire party may be subject to eviction at their own expense. The Owner reserves the right to refuse or revoke the booking, at Owner's sole discretion.

11. Client Responsibility Clients are required to act in a responsible manner at all times, and to act with respect toward other guests, the Owners and their staff. PAPAVERO VILLA RENTALS AND THE OWNER RESERVE THE ABSOLUTE RIGHT TO REQUIRE ANY INDIVIDUAL TO VACATE A RENTAL PROPERTY FOR DISRUPTIVE BEHAVIOR WITHOUT ANY REFUND.

12. Child Safety Papavero Villa Rentals recommends that clients provide their own portable cribs, bassinets and highchairs. Any such equipment found at the rental property is not inspected by Papavero Villa Rentals and client uses at their own risk.

13. Arrival and Departure Times No later than 10 weeks prior to Client's arrival date, Client must give Papavero Villa Rentals an appointed time of arrival at the rental property. Unless otherwise stated, Clients must arrive between 4 p.m. and 7 p.m. local time. Earlier times are not possible. Failure to arrive at the appointed time on Client's voucher can delay admittance to the Rental Property to the following day or incur a late arrival charge. Papavero Villa Rentals will not be responsible for alternate lodgings while a new appointment is being made with the key holder. Clients must vacate the Rental Property no later than the time noted on the voucher.

14. Security Deposit A Security Deposit is required for all rentals and the amount and method is specified on Papavero Villa Rentals' website, Client Statement and Voucher Document. If paid on arrival, it will be returned on departure, less any damages. It is the Client's responsibility to collect the unused portion prior to departure. If held by Papavero Villa Rentals, it will be returned by check no later than 30 days upon Client's return, less any damages. It is the Client's responsibility to obtain an accounting of the security deposit. The Client is responsible for leaving the Rental Property in a neat and tidy condition, i.e. dishes washed and put away, garbage taken to the nearest collection receptacle, etc. Any loss or damage to fixtures or fittings located in the Rental Property will be deducted from Client's Security Deposit. 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. Locally payable items or services may be deducted from the security deposit.

15. Extra Charges Paid Locally - Items payable locally at extra cost, as specified on Papavero Villa Rentals' website, Client Statement and Voucher Document listed as "Additional Charges" may include: telephone, internet, extra linens, cleaning services, heating, electricity and other utilities where applicable. These charges are payable directly to the Key holder in cash Euro at the end of your stay. Prices are subject to change so please confirm with key holder on your arrival.

16. Included in Contract Price The Contract Price includes: the use of the Rental Property and any facilities and/or services listed on the Rental Property's information page. Client(s) familiarize themselves with this information. 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".

17. Not Included in Contract Price Consumables of any kind are not included in the contract price. This includes, but is not limited to: food and beverages, cleaning supplies, toilet paper, paper towels and napkins, travel arrangements or insurances.

18. Requesting Villa Services Requests for additional villa services, such as maid, cook, advanced grocery shopping must be made in writing to Papavero Villa Rentals no later than 10 weeks prior to your arrival. These services are not guaranteed and are not included in the contract price unless otherwise specified in the individual property information. Papavero Villa Rentals makes no representation as to the level or quality of these services. Payment is due in full in cash Euro to the Key holder upon arrival to the Rental Property unless stated in the property description and cannot be paid by credit card. Once requests are submitted to Papavero Villa Rentals, any changes to villa services requests are subject to a \$20 USD administrative charge and acceptance from the owner. Clients cannot employ outside third party services unless requested in writing and approved by the property owner.

19. Liability Client acknowledges that Papavero Villa Rentals does not own the Rental Property and undertakes only to act as agent for the Owner. As such, Papavero Villa Rentals shall not be responsible or liable for any accident, loss, damage, injury, or inconvenience arising from the rental of

the Rental Property, except insofar as that occurrence is caused by the gross negligence or willful misconduct of Papavero Villa Rentals or that of its employees. All claims of accident, loss, damage, injury or inconvenience are acknowledged to be solely between the Client and Owner. Client shall take reasonable precautions to safeguard person, possessions and property. Client acknowledges and agrees that Papavero Villa Rentals shall not be liable for any loss or damage caused by weather conditions, riot, strikes, sickness, accident, injury, loss, theft or any cause beyond its control. **Papavero Villa Rentals highly recommends that Client purchase trip cancellation/travel insurance.**

20. Complaints In the unlikely event any problem should occur with the Rental Property, the Client shall immediately notify the Owner or Owner's Representative to correct the problem. If the Owner or Owners Representative is unable to rectify the situation, Client shall immediately contact the Papavero Villa Rentals representative listed on Client's Voucher. Should Client need further assistance, Client should call the Papavero Villa Rentals emergency number on Client's Voucher. The Client shall allow the Owner reasonable time, under the circumstances, to remedy the problem, or to find a suitable replacement rental 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 telephone or fax while providing the Owner or Owner's Representative and Papavero Villa Rentals 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. Papavero Villa Rentals is not responsible for any breakdown of appliances, loss of heat or water, etc. that occur at the Rental Property, but will do their best to rectify any situation in a timely manner.

21. Jurisdiction Papavero Villa Rentals 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.

22. Miscellaneous This Contract shall become legally binding on the Client when Client executes this Contract and Papavero Villa Rentals confirms this Contract by issuing a Receipt for payment. (the "Guest Receipt") as agent for the Owner. Client is responsible for payment of the Contract Price stated in this Contract and the compliance of members of Client's party with these conditions. Bookings cannot be accepted from persons less than 18 years of age at the time of booking and Papavero Villa Rentals reserves the right to refuse a booking without reason.

TRIP CANCELLATION/TRAVEL INSURANCE

No one expects to cancel or postpone their trip when booking a holiday vacation. However unexpected circumstances do occur and 10% of all trips are cancelled each year. Since rentals are non refundable, we highly recommend that you protect yourself with trip cancellation insurance. Trip cancellation insurance also includes medical coverage, lost luggage, theft and compensation if your flight is delayed.

- I will be purchasing Trip Cancellation/ Travel Insurance
- I will NOT be purchasing Trip Cancellation/Travel Insurance

PAYMENT METHOD FOR DEPOSIT

make checks payable to your travel agent

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 Rental Property and that all payments are non-refundable.

CLIENT SIGNATURE: X _____ **DATE** _____