



1605 North Cedar Crest Blvd, Suite 520 | Allentown, PA | Tel +1-610-769-1000 | Fax +1 610.841-9081

## Booking Contract

Once availability is confirmed, **all three pages** of this contract and must be received in our office within 2 days by email, fax or post. Your booking will be confirmed only when we receive this contract along with your payment and you receive written confirmation from Papavero Villa Rentals.

### Guest (Party Leader) Details

NAME	
ADDRESS	
CITY/STATE/ZIP CODE/COUNTRY	
DAY TIME PHONE NUMBER	ALTERNATE PHONE NUMBER
EMAIL	

### Property Rental Number 1

PROPERTY REF NO.	PROPERTY NAME	LOCATION	
ARRIVAL DATE		DEPARTURE DATE	NO. 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 NO.	PROPERTY NAME	LOCATION	
ARRIVAL DATE		DEPARTURE DATE	NO. WEEKS/NIGHTS
TOTAL NUMBER OF GUESTS	NUMBER OF GUESTS AGE 13 +	NUMBER OF CHILDREN AGES 2 – 12	NUMBER OF INFANTS UNDER 2

**1<sup>ST</sup> PROPERTY RENTAL PRICE**      \$ \_\_\_\_\_ X \_\_\_\_\_ NUMBER OF WEEKS/DAYS =      \$ \_\_\_\_\_

**2<sup>ND</sup> PROPERTY RENTAL PRICE**      \$ \_\_\_\_\_ X \_\_\_\_\_ NUMBER OF WEEKS/DAYS =      \$ \_\_\_\_\_

TOTAL COST OF RENTAL(S)      \$ \_\_\_\_\_

A 40% deposit (unless otherwise stated on the property description page of the website) is payable by check, wire transfer or credit card, and is due at the time of booking. If traveling within 10 weeks of booking the balance must be paid by check or wire transfer within 7 days of signing this booking contract.

How did you hear about PVR?     Referred by \_\_\_\_\_     Condé Nast Traveler Villa Specialist issue  
 Google     Bing     Other Search Engine     Internet Social Network (blog, Twitter, Facebook)     Travel Agent \_\_\_\_\_

Other \_\_\_\_\_

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# Terms and Conditions

## 1. CONTRACT

No firm contract will have been made unless the Client submits this Contract, executed by Client, payment has been processed and confirmation issued by Papavero Villa Rentals (PVR). 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. 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 signed by both the Client (Party Leader) and Papavero Villa Rentals LLC ("PVR").

## 2. PAYMENTS

**Deposit:** Property is not confirmed until the Client pays a non-refundable deposit of 40% of the total price (unless otherwise specified on the property description page) Payment of deposit can be made by check, money order, wire transfer, or MasterCard or Visa. Short stay rentals of less than a week are paid in full at the time of booking.

**Balance:** is due 10 weeks prior to the rental date payable (unless otherwise specified on the property description page) by Check or Wire Transfer.

**Failure to pay the balance** of Contract Price on time will constitute an automatic cancellation and all deposits are forfeited.

**Exception:** When bookings are made within 10 weeks prior to Client's arrival date, the entire amount is due at booking.

## 3. THE CONTRACT PRICE

The Contract Price is in US Dollars and the rental period is Saturday to Saturday, except for some city apartments. 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. PVR calculates prices almost one year in advance, so as not to inflate the list price by speculating the dollar's exchange rate; PVR 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- \$1.35 USD to Euro at the time PVR receives payments.

## 4. CANCELLATION

Any cancellation of the booking by Client for whatever reason must be received in writing. The effective date of cancellation is when written notification is received by PVR. Once payments are received by PVR, they are nonrefundable. Failure to pay the final balance of the Contract Price by the due date listed on your Confirmation Invoice will be deemed a cancellation with no refund due. **PVR highly recommends that Client purchase travel insurance.**

## 5. ALTERATIONS

If client changes their dates once booking has been made, it must be made in writing by the Party Leader and is subject to a \$100.00 administration fee.

## 6. CANCELLATIONS BY PAPAVERO VILLA RENTALS

PVR 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 PVR. In the event of such cancellation, PVR shall inform the Client as soon as possible and will assist in arranging an alternative rental property of a similar type and standard and in a similar location as originally requested. The Client is responsible for any increase in price of the new rental. If the client prefers not to rebook another property, PVR 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.

## 7. NUMBER OF OCCUPANTS

Names and ages of all guests must be submitted to PVR no later than 60 days prior to your arrival and cannot exceed the maximum number of guests allowed. In some cases, one child under the age of 2 can be accommodated over the number of persons permitted but must be included in the guest list. PVR recommends that clients provide their own portable cribs, bassinets and highchairs. Any such equipment found at the rental property is not inspected by PVR and client uses at their own risk.

**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. Photocopies of every guest's passports must be presented on check in.

## 8. ARRIVAL AND DEPARTURE TIMES

You must arrive between 4 pm and 7 pm and leave no later than 1 0AM on the day of departure unless different times are listed on Client Voucher and PVR website. Your arrival details must be submitted to PVR no later than 60 days prior to arrival date. Failure to arrive at the appointed time listed on Client's voucher can incur a late arrival charge or delay admittance to the Rental Property to the following day. PVR will not be responsible for alternate lodgings while a new appointment is being made with the key holder.

## 9. VOUCHER DOCUMENTS

Client agrees that all communications are between PVR and Client ( Party Leader). It is the client's responsibility to release this information to all members of their party. All necessary documents will be released 21 days prior to departure, providing full payment and Client arrival information has been received. These documents will include vouchers, addresses, driving directions, contact names and phone numbers.

## 10. BEHAVIOR

The Client (Party Leader) is responsible for all guests' correct and decent behavior, i.e. to act responsibly and with respect towards other guests, the property owner or manager and their staff. The owner or local PVR representative may ask the person and their party to vacate the house without compensation.

## 11. SECURITY DEPOSITS

A refundable Security Deposit is required for all rentals and the amount and method is specified on PVR' website, Client Confirmation and 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.

**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 PVR,** 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. 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.

## 12. CLEANING

While a complete house cleaning is not required, The Client is responsible for leaving the property in a neat and tidy condition: dishes are put away, garbage is removed to the nearest collection receptacle, and there is no clutter left behind. Additional cleaning charges may be assessed against the Security Deposit if the home is not left in reasonable condition at discretion of the key holder at time of check out.

## 13. EXTRA CHARGES PAID LOCALLY

Items payable locally at extra cost, as specified on PVR' 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 or in the case of multiple weeks, at the end of every week. Prices are subject to change so please confirm with key holder on your arrival.

Many local communities require an accommodation tax from all tourists staying over night. This tax is regulated by the local municipality and we while we try to note this in additional charges, it is not always possible to keep up with each small municipality. As a guideline, this tax can run from 1,00 to 5,00 euro per person per night with a maximum average of 10 nights. It is always paid in cash euro directly to the key holder who will in turn file with the local government in person on your behalf.

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**14. INCLUDED IN THE 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. It is the Client(s) responsibility to 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".

**15. NOT INCLUDED IN THE CONTRACT PRICE**

Unless otherwise stated on the property description page, consumables of any kind are not included in the contract price. This includes, but is not limited to: food and beverages, cleaning supplies, paper products, travel arrangements or insurances, any accommodation taxes levied by the local municipalities (see article 13).

**16. EXTRA VILLA SERVICES**

Requests for additional villa services, such as maid, cook, advanced grocery shopping must be made in writing to PVR no later than 60 days 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. PVR 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 PVR, any changes to villa services requests are subject to an acceptance from the owner. Clients cannot employ outside third party services unless requested in writing and approved by the property owner. VILLA SERVICES ONCE CONFIRMED ARE NON –REFUNDABLE AND SHOULD YOU CANCEL YOU WILL BE CHARGED AGAINST YOUR SECURITY DEPOSIT IF YOU DO NOT PAY AT THE VILLA.

**17. COMPLAINTS**

PVR takes care in providing updated information contained on its web site relating to the rental properties advertised, but nothing on PVR 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. PVR is not responsible for

alteration of furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available.

In the unlikely event any problem should occur with the Rental Property, the Client shall immediately notify the Owner or PVR's Representative to correct the problem. If the Owner or their Representative is unable to rectify the situation, Client shall immediately contact the PVR representative listed on Client's Voucher. Should Client need further assistance, Client should call the PVR emergency number on Client's Voucher. The Client shall allow the Owner reasonable time to remedy the problem, or to find a suitable replacement rental property. Vacating the Rental Property without Papavero Rental's authorization will result in loss of all rights to compensation. 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 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 heat or water, etc. that occur at the Rental Property, but will do their best to rectify any situation in a timely manner.

**18. LIABILITY**

Client and party holds PVR and the property owner and our representatives harmless from and against any and all liability arising out of or in any way connected with your use and occupancy of the property including injuries, damages or losses from fire, theft, or criminal activity and any consequential or punitive damages.

**19. 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.

**20. MISCELLANEOUS**

This Contract shall become legally binding on the Client when Client executes this Contract and PVR 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 PVR reserves the right to refuse a booking without reason.

**TRAVEL INSURANCE** 

- I will be purchasing Travel Insurance
- I will NOT be purchasing Travel Insurance

**PAYMENT METHOD FOR DEPOSIT - CHECK ONE**

- Check – make checks payable to Papavero Villa Rentals, 1605 North Cedar Crest Blvd, Suite 520 Allentown, PA 18104
- Credit card - credit card authorization form submitted with 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 PVR regarding the Rental Property and that all payments are non-refundable.

**I confirm that I am authorized to make this booking on behalf of all guests. I understand and agree to all terms outlined in the Papavero Villa rentals Terms and Conditions listed above.**

**Authorized Signature X** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Print Name** \_\_\_\_\_