

This is a sample Rental Agreement and not the actual version a guest will sign which will include details of their booking and other details relevant to their booking.

RENTER AGREEMENT for {PDISPNAME}

- Arriving: {BARR} ({BCHECKINTIME} or later)
- Departing: {BDEP} ({BCHECKOUTTIME} or earlier)
- Staying: {BNNGHTS} nights
- Party Size: {BGPARTY}

Property	Dates	Renter (or "Guest")
Name: {PDISPNAME}	Arrival Date: {BARR}	Name: {CFULL}
Capacity: {PMAXGUESTS} maximum guests	Departure Date: {BDEP}	Phone: {CPHONEPR}
Phone: {PPHONEI}	Booked Nights: {BNNGHTS}	Email: {CEMAILPRIME}
Address: {PADDRS}	Check-In Time: {BCHECKIN}	Address: {CADDRPRIMES}
	Check-Out Time: {BCHECKOUT}	

This Renter Agreement ("Agreement") is made and effective {BCRE} ("Agreement Date") between Dorset Holiday Lets ("Owner and/or Manager") and {CFULL} ("Guest") regarding the property known as {PDISPNAME} ("Rental Property") which is located at:

{PADDRM}

This Agreement applies to the Guest's stay at Rental Property from {BARR} to {BDEP} but also applies to any other dates which may be included if the reservation is changed.

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
2. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner

reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.

3. CANCELLATION –

- a. Booking Direct- Cancellations must be confirmed in writing and acknowledged by the Owner. If you cancel your booking the cancellation refund policy is as follows:- {BCANPOLLEGAL}
- b. Booking via a 3rd party website – The cancellation and refund rules will be displayed on their website when you booked and will apply.

You are strongly advised to take out cancellation insurance to cover this eventuality.

4. Payments

1. **If booking directly** with the Owner a payment of {BFPPPOA} is taken by Owner at the time of the booking. Any remaining balance must be paid {BSPDAY} days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made {BSPDAY} days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation may be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, bank transfer or cheque and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by cheque or bank transfer.
2. **If booking via a third party** website provider e.g TripAdvisor – Your payments will be taken by the provider as shown on their website – Payment of their deposit assumes acceptance of these terms and booking conditions by you.
5. **A security deposit** is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of {BSDAMT} exactly {BSDRS} day(s) prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send {BSDAMT} by bank transfer to the Owner to satisfy the Security Deposit requirement. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within five (5) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.
6. Regular payments to the Owner and security deposits for the booking will be displayed as {PCCSTEXT} on the Guest's credit card statement.
7. **Pets:** Guests must obtain permission from the Owner to have a dog (only one dog may be allowed) on the Rental Property. If permission is not given by the Owner, any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid including the security deposit. If permission is granted for a dog then it must not go upstairs or on the furniture.
8. **Faulty Appliances:** No refunds will be provided due to inoperable appliances, microwave, washing machines wifi etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or other potentially dangerous situations arising from acts of God or nature.
9. **CHECK-IN** - Lettings normally commence at 15:00 unless otherwise agreed. Please note that if you do have problems when you arrive please contact the owners of the property on David King's mobile 07973 189395 or 01929 471087.
10. **CHECKING OUT** Guests are required to vacate the house by 10:00 on the day of departure. This allows the accommodation to be cleaned and prepared for incoming guests, plus to carry out any remedial work. A charge may be levied on guests staying beyond this time of £10.00 per hour. The guest is required to leave the house clean and tidy, empty waste bins into the respective dustbins outside, clean dirty dishes & pans; empty dishwasher, clean the oven and BBQ (if used/provided). The owner reserves the right to make a charge to cover additional cleaning costs if the guest leaves the property in an unacceptable condition.

11. **ISSUES** – We are sure you will find our house clean and comfortable. However if upon arrival, in the unlikely event you have any issues with our house, please notify us immediately so that we can promptly rectify the issue and not impact your stay. Issues must be reported to us within 24 hours otherwise the owner will not be responsible or liable for any impact on your stay.
12. **NUMBER OF PERSONS** - The house is normally for four persons. A folding bed can be provided if required for a 5th person upon request at a cost of £30 per week. (Please note the folding bed is ideally suitable for a 1-2 night stays for an adult or for a child or small person for a longer period). The folding bed can be placed in one of the bedroom although it will be a little, or you can use the folding bed downstairs. The number of persons occupying the property must not exceed four persons unless by prior arrangement and confirmed in writing by the owners.
13. **GROUPS OF SINGLE PERSONS** - Parties of single person are not normally accepted by the Owner. The property is intended for use by families or couples only.
14. **UNREASONABLE BEHAVIOUR** - We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others.
15. **KEYS** - The key to the front door will be found in a key safe by the front door. The combination number to the key safe and instructions will be sent to you before the start of your stay. The key should be returned to the key safe at the end of your holiday otherwise there may be a charge. Loss of keys will incur a charge equivalent of that to change the locks and obtain new keys, payable by the visitor. If the guest becomes locked out during their holiday there may be a call-out fee for the owner to visit the property and regain access (£20 charge will be made between 9am – 5pm Mon – Fri, £30 charge will be made out of office hours PAYABLE ON ARRIVAL). If a locksmith is required due to the fault of the guest, the charge will be payable by the guest.
16. **CAR PARKING** - The official parking space for 28 Taverner Close is at the back in the enclosed gated area. Access is from the next close on the left. However there are several visitors' spaces (marked as "private") at the front, which can be used if necessary and if vacant. The official parking space for 30 Colbourn Close is to the left of the house in bay marked 30. There are other visitors bays unmarked or marked as private which can also be used. Please do not park in any of the other numbered parking places, as they are reserved for the other residents. Use of the car park space or communal parking spaces is at the user's own risk.
17. **BED LINEN & TOWELS**. –Bed Linen is normally included in the rental price, with exceptions for longer stays. No one is permitted to sleep in or occupy the beds in the accommodation except between sheets or duvet covers and with a pillow case on any pillow as provided by the owners. Bath and hand Towels are provided. On no account must these towels be taken out of the property.
18. **SMOKING or VAPING** -For the Comfort of all our guests we operate a "No Smoking or Vaping" policy inside the house.
19. **PERSONAL INSURANCE COVER/LIABILITY**- Visitors are strongly advised to arrange travel insurance cover against personal loss. The use of the accommodation is at the visitor's risk and no liability will be accepted by the owner for injury to occupants, loss or damage of belongings. Your insurance company will be pleased to advise you.
20. **GAS AND ELECTRICITY AND CENTRAL HEATING** -Central heating will not normally be on during the period between 1st May and 30th September. There are no additional charges for gas or electricity from April to October. From November to March the electricity and gas is charged at cost.
21. **WEBSITE INFORMATION** Every effort is made to ensure that the information contained on our own Website and 3rd party websites are accurate, however property details may vary over time from the photographs and descriptions on the websites. The Owner accepts no liability for inaccuracies save for those that are fundamental and thereby reasonably relied upon by the guest. We reserve the right to change, add or remove equipment in our holiday lets and the description and photo on the internet may not necessarily match what is provided. If any item is important to you please check with us before booking.
22. **Liability**: The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building. The owner cannot accept responsibility for any material loss, damage, additional expense to them, their belongings including vehicles or vehicle contents belonging to the guest, or any member of the party during their occupancy, or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services or exceptional weather. The maximum liability accepted by the agent/owner will be the total cost of the holiday as paid by the guest to the agent/owner. No other expenses such as travelling costs or alternative accommodation will be accepted.
23. **CONTRACT**- The Owners reserve the right at their absolute discretion to refuse or cancel any Reservation or any

arrangements made without being under obligation to assign any reason therefore. In such event no liability in respect of the refusal or cancellation shall fall upon the Owner nor the Owner's Agents save only that they shall refund to the Occupier the monies already paid by him or her in respect of such reservation. The visitor and his/her party have the right to occupy the accommodation for the purpose of a holiday or short stay only and are not protected tenancies under the Rent and Housing Acts. It is not permissible to assign, let, part with possession of the accommodation, nor allow any other person other than those named on the booking form received to occupy the accommodation.

24. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
25. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained by any equipment, except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
26. Owner may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
27. **Housing Act 1988** - The hirer is granted the right to occupy the accommodation for a holiday only. Nov'05 E. & O.E. Agreement shall be enforced under the English laws including any applicable rental acts and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in England. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant.

I am over the age of 18 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- 1 The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- 1 I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- 1 I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- 1 I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.
- 1 All parties agree to and will comply with English pollution laws and any other applicable laws and regulations.

It is important that these conditions are read carefully and understood.

Please complete any missing information below as well as indicate what beds you would like made up.

{CFULL}

{CEMAIL}

{CPHONE}

{BXDOUBLEBED}

{BXSINGLEBED1}

{BXSINGLEBED2}

{CFULL}

{CEMAIL}

{CPHONE}