

SHORT TERM RENTAL AGREEMENT
(Please Print Legibly in Ink)

This agreement made this day of _____, 20____ between :

Name(s):

Phone:

Email:

Address: _____ (hereinafter called the Guest) and Olivo LLC (hereinafter called the Owner) concerning the short term rental of the property Villa L'Olivo located at La Chiesa 10, Pergo, Cortona, (AR) Italy 52040.

Total people in rental party (not to exceed 10): ___adults ___children

Rental Period:

Check in Time: any time after 16:00. Advance notice must be given for arrivals after 21:00.

Check Out Time: 10:00am

Security Deposit: EUR/USD/GBP 500 – Due upon arrival; refundable according to the Terms of the Agreement.

A deposit of 50% of the total rental amount is required to secure the booking. The balance of the rental payment is due no later than 12 weeks prior to the arrival date. All payments are to be made in EUR by wire transfer net of all bank wire transfer fees. No contract will exist between us until we receive this deposit and the signed short term rental agreement.

The deposit shall be fully refundable if the booking is cancelled 12 weeks or more before commencement of the rental period. If the booking is cancelled less than 12 weeks before commencement of the rental period, 100% of the deposit is forfeited.

Terms of the Agreement:

1. Security Deposit:

The Security Deposit shall be refunded to Guest at time of check out net of any deductions made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. other costs incurred by Homeowner due to Guest's stay (i.e. cooking, extra cleaning).

Guest(s) is responsible for making Owner aware of any damage to the property or furnishings as soon as the damage occurs to allow time for Owner to assess the amount to be withheld from security deposit to rectify the damage.

2. The rental must be used within 12 months of receiving the deposit payment. After expiry of the 12 month period, the booking is forfeited. The rental payment will not be refunded.
3. Only those persons named on the booking form may use the property. The number of overnight guests must not exceed eight in total. Should the owner find more guests than stipulated, it is completely within her discretion to ask the clients to vacate the property.

4. The Owner has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Guest(s) violate any of the terms of this agreement, the rental period shall be terminated immediately. The Guest(s) waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Guest(s) shall vacate the premises at the expiration time and date of this agreement.
5. The Guest(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Owner as being inhabitable by the next Renter. Guest(s) shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest(s) agrees that the Owner shall deduct costs of said services from the security deposit prior to refund if Guest(s) causes damage to the premises or its furnishings beyond normal wear and tear.
6. The Guest(s) shall dispose of all waste material in an organized and lawful manner and deposit trash and recycling in the designated receptacles in the kitchen. Guest(s) is cautioned not to leave trash outside because it attracts animals. Guest(s) should dispose of excessive trash in the local trash/recycles receptacles located in the parking lot of the Pizzeria in Pergo.
7. Pets are now allowed.
8. Guest(s) shall be good neighbors respecting the rights of the surrounding property owners. The Guest(s) shall not create noise or disturbances likely to disturb or annoy the surrounding property owners.
9. In consideration of all guests at L'Olivo, smoking is prohibited inside the main house or auxiliary structures. Guests may smoke in the outside areas only and must dispose of smoking materials using the ashtrays provided on the outside terrace.
10. Owner shall provide towels, linens, kitchen utensils, and other items as commonly used by the Owner's family. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Guest arrives, the Guest is free to use them.
11. The Guest(s) shall hereby indemnify and hold harmless the Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. The Guest(s) expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Guest(s), and that Guest should purchase their own insurance for Guest(s) if such coverage is desired.
12. Guest(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guest(s) does not intend to make the property a residence or household.

13. We occasionally experience electrical outages that are beyond our control. We report planned outages as each occurs to the best of our knowledge and ability. No refunds or compensation will be given for any outages.
14. There shall be no refunds of rents due to shortened stays, emergencies or reduced expectations because of weather conditions.
15. It is the Guest(s) responsibility to learn about safety precautions and conditions concerning swimming in or being around the pool. Guest(s) agrees to have a responsible adult supervising minors while they swim in the pool. Guest(s) is hereby notified that the pool can be dangerous and Guest(s) accepts fully the risks involved. Guest(s) are further notified that there are no gates, rails or fences to prevent access to or entry into the pool.
16. Guest(s) is advised that the property contains a gas cook top and will seek help from management if the proper operation of such items is not fully understood.
17. Guest(s) shall see to their own security while in the property by locking doors, windows, gates, etc. when it's prudent to do so. Owner is not liable for theft of Guest(s) personal possessions.
18. Valuable items left behind by Guest(s) will be held for the Guest(s) and every reasonable effort will be made to contact the Guest for return. If items are not claimed for longer than 2 months they shall become the property of the Owner. The Owner shall not be held liable for condition of said items.
19. High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
20. Gardening and landscaping services will be provided by the owner on an as needed basis.
21. Guest(s) agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owner enforcing this agreement. This agreement shall be construed under the laws of the State of Mississippi, USA. The parties hereto agree that the venue for any legal action relating to this Agreement shall be in the State of Mississippi.
22. (We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Guest _____ Date _____