



## Terms and Conditions

### **Bookings and Payment**

Making a reservation of our home automatically confirms the acceptance of the terms and conditions set out below and shall be binding on all persons intending to occupy the property.

A non-refundable deposit of \$250 USD is required in order to confirm your reservation. A reservation is not considered as confirmed until the reservation deposit of \$250 has been received. Full payment is required 45 days prior to your arrival. Any reservations obtained under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental money, and your party will not be permitted to check-in.

We reserve the right to treat your booking as cancelled if we do not receive the balance by the due date. You will be reminded in advance of your upcoming balance due.

### **Check-in/Out**

Check-in time is after 4pm local time on the scheduled day of your arrival. Check-out time is no later than 10am local time on the scheduled day of departure. Early arrivals and/or late departures MUST be approved in advance, as we may have another guest arriving or leaving that day, and adequate time must be allowed to have the home professionally cleaned between guests.

### **Smoking**

We have a strict NO SMOKING policy within the home. If the Management Company finds any evidence of smoking inside the house during your stay, this will be regarded as a breach of contract and you will be evicted immediately. In such a case, all money paid will be forfeited and you will be liable for a deep-clean fee, including, but not limited to, professional cleaning of all carpets, fabrics, air conditioning filters and any other deodorizing costs deemed necessary. Smoking is, however, permitted outside the home. We ask that you respect our property and dispose of any cigarette butts properly.

### **Pets**

NO PETS are allowed under any circumstances. Should guests be found with pets at or in the vacation home, this will result in immediate eviction. In such a case, all money paid will be forfeited. A deep-clean fee including, but not limited to, professional cleaning of carpets, fabrics and any other deodorizing costs deemed necessary by our Management Company may apply.

### **Cancellation Policy**

Cancellations must be confirmed to us in writing. Cancellations made less than 30 days prior to your arrival date will be charged in full. No-shows will be charged in full. Please understand that with such little notice, it will be highly unlikely that we will be able find another guest to rent our home. In the unlikely event that due to circumstances beyond our control, such as fire/flood/other damage to the property, we need to make changes or cancel your booking, we will inform you as soon as possible. We will only be held liable for money already paid by you.

***We strongly recommend the use of travel insurance to cover any unexpected situations that may come up and prevent you from pursuing your travel plans.***

### **Cleaning**

Rentals will incur a \$95 cleaning charge to professionally clean the home once your stay has concluded. In the event you require extra cleaning services during your stay, a request must be made and an additional fee must be paid. You must leave the property in an orderly state.

All trash must be disposed of correctly and NOT left inside the property (multiple trash collection sites are located throughout the Resort). All perishable food items must be disposed of. Any used kitchen items should be washed or placed in the dishwasher with the load started where possible.

### **Occupancy**

Sunset Palms Encantada is a fully-licensed, short-term rental in Florida. You must be 25 years old or older in order to rent our vacation home.

Sunset Palms Encantada has a strict maximum occupancy of 8 persons. Occupancy is defined as any overnight guest in or at the vacation home premises. Guests must not exceed the maximum occupancy of 8 people and understand that any failure to adhere to this will violate the terms and conditions of this rental contract and will be cause for immediate eviction from the property without refund.

It may, on occasion, be necessary for staff or agents of the Owner/Management Company to enter the premises in order to perform routine maintenance or repairs. We will attempt to notify guests in advance of any such activities, to the best of our ability. Very likely, a call-out to our MC will be at your request.

### **Guest Responsibilities**

All doors and windows must be closed and secured whenever you are not in the property. Guests are responsible for closing and locking all doors and windows.

It is the responsibility of the applicant/party leader to ensure that all guests treat the vacation home, its contents and all other Resort facilities with respect. Inventory of the items in our home is taken before and after each guest reservation. You will be held responsible for items that go missing or are damaged during your stay. A property-damage-protection plan, or refundable security deposit, will be included in the initial rental quote. Any loss or damage must be reported to our Management Company immediately.

### **Liability**

The Owners/agents cannot accept responsibility for any loss or damage to your own property, or for death or injury sustained by any member of your party, howsoever caused. Sunset Palms Encantada, its Owners or agents, do not accept liability for any injury, damage or loss sustained by any member of your party or by any persons entering the home during your stay. The use of all accommodations and amenities, both at the home and of the Resort, is entirely at the user's own risk. Guests may use the swimming pool at their own risk. Please observe all posted safety rules. No diving allowed. Children should not be left unsupervised.

### **Insects/Bugs**

Please note that, as Florida is a tropical State, insects such as ants and the like are occasionally inevitable and are not cause for complaint. Our home is treated internally and externally on a regular basis as part of a proactive pest-control program. The home is professionally cleaned after each guest departure.

### **Code of Conduct**

Guests are subject to the rules and regulations of the Resort. No guest behavior should interfere with the privacy or quiet enjoyment of other residents and guests. In the event that anyone in your party behaves in a manner determined by the Homeowner, our Management Company, Encantada Resort staff, or local authorities as being likely to cause danger, distress or annoyance to anyone residing or visiting the Encantada Resort community, or damage any property in the community, you may be required to vacate the premises. Neither the Owners, our Management Company, Encantada Resort staff, or any other related party shall be responsible for any cost you may incur, nor shall we pay any compensation whatsoever, nor make any refunds due to these actions.

**Insurance**

Travel insurance to cover cancellation, delays, accidents, sickness, loss or damage to luggage/personal belongings, or any event beyond the Owner's control, is highly recommended, and is fully the responsibility of the guest.



**Sunset Palms**  
at Encantada

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