

## GENERAL CONDITIONS OF RENTAL

**DEPOSIT.** Before VACANZA BELLA will finally confirm any reservation, a deposit must be paid. Normally, the amount of this deposit is 50% of the total rental amount, but there can be variations. In any case, this will be specified in writing at time of booking. The deposit is non-refundable, except in the case of cancellations made more than 90 days prior to commencement of the rental, and then only if another renter is found, in which case the deposit will be refunded less a penalty which will be specified at time of booking.

**FINAL PAYMENT.** Upon confirmation of the reservation, VACANZA BELLA will issue an invoice setting forth the total rental amount, deposit credited, cancellation penalties, and total balance due including rental charges, security deposit, and any fees for extraordinary services. Final and total payment on this invoice must reach VACANZA BELLA not later than 60-90 days prior to commencement of the rental period, as specified in the confirmation documents. Exceptionally, particularly with certain city apartments, Final Payment will be due upon arrival. VACANZA BELLA will specify if this is the case at time of booking. If at any time prior to commencement of the rental period, the reserved property becomes unavailable for reasons beyond the control of VACANZA BELLA, and if no alternative accommodation is either available or acceptable to the client, then the liability of VACANZA BELLA will cease upon return to the client of all sums paid by the client.

**CANCELLATION.** With the exceptions outlined above, VACANZA BELLA does not accept cancellations. This includes cancellations due to wars in countries other than Italy, terrorist events in the US, fear to travel, change of mind, illness, and any other reason short of hand-to-hand combat in the streets of Italy. Nor is rescheduling for any reason possible. Thus, VACANZA BELLA strongly urges all clients to purchase trip cancellation insurance through their travel agent and to ensure that the insurance purchased covers all eventualities client cares about.

**SECURITY DEPOSIT.** A Security Deposit is required for each property booked. The amount of the Security Deposit varies, depending on the requirements of the particular property owner, on whether or not the property has a telephone, and on whether or not significant heating or air-conditioning usage is anticipated. In most cases, the Security Deposit is paid along with the Final Payment, in which case VACANZA BELLA holds it until the rental period is over. In other instances, the client is asked to pay the Security Deposit in cash upon arrival. The particular conditions surrounding the Security Deposit will be outlined in writing on the invoice upon confirmation of the booking. In all cases, the Security Deposit will be included among the charges on the final invoice. Whatever the situation, the Security Deposit is returned to the client after the property owner has advised VACANZA BELLA that the premises have been left in good order with no damage. The judgment on the condition of the property is left solely to the property owner. VACANZA BELLA tries to return the Security Deposit within 15 days after the end of the rental period, but this can be delayed for up to 90 days if utilities or telephone bills need to come in to check on usage.

**EXTENSION.** In the event a client arranges, directly with the property owner, an extension of his stay, the client recognizes VACANZA BELLA's right to withhold from the security deposit its commission on such extended stay.

**SERVICES INCLUDED/EXCLUDED.** Except where specifically noted in the detailed property descriptions and/or in VACANZA BELLA's final letter of confirmation, rental prices include utilities except central heat; weekly change of bath and bed linens; and normal use of recreational facilities such as swimming pool and tennis courts if they exist. Specifically excluded from the rental price are costs for central heating; air-conditioning; wood for fireplaces; telephone; meals; domestic help including cook, maid, or babysitter unless otherwise specified; guide, chauffeur, automobile, laundry, lessons, stables, etc. If such services are offered at all, they are payable directly from the client to the property owner or person providing the service. If utilities are extra, client should attempt to settle up directly with the owner or other on-site representative prior to departure, so that the Security Deposit may be returned promptly.

**COMPLAINTS.** Clients should attempt to deal with minor problems on the spot. If a major problem occurs which cannot be satisfactorily dealt with, clients must call VACANZA BELLA, collect if necessary. Vacating the property will not be considered sufficient cause to claim a refund. Clients must give VACANZA BELLA the opportunity to find suitable replacement accommodation. In no event will a claim for refund be entertained if lodged after the end of the rental period.

**OCCUPANCY.** The number of persons occupying the property must not exceed the number stated in the Booking Form, nor can it ever exceed the stated capacity of the property. Children are counted as people; 6 persons means 6 persons of whatever age, except for babies in cribs. This is important, and the owner has the right to call the authorities if the capacity is exceeded. If individuals are added to the party, the client agrees to notify VACANZA BELLA immediately.

**DAMAGE.** Clients are expected to behave in a civilized fashion and to treat the rental property with respect. Doors and windows must be closed and locked each time the client leaves the property vacant, however briefly.

**OUTSIDE SERVICE PROVIDERS.** If client intends to hire outside personnel to come into the house to perform services such as childcare, cooking, catering, housekeeping, etc., the client must communicate that intention in advance to VACANZA BELLA so that the property owner's approval may be obtained.

**EVENTS.** Properties are to be used for normal vacation purposes, and not to host other events, without the advance permission of VACANZA BELLA and the property owner. Thus, buffets, cocktail parties, weddings, graduations, receptions, ordinations, canonizations, exorcisms, or any other such events which involve the eventual presence of persons not forming a part of the group actually renting the property, or of outside personnel, may not take place without the express prior authorization of VACANZA BELLA and the property owner.

**PROPERTY DESCRIPTIONS.** All descriptions and information such as distances, historical data, etc., are given in good faith. VACANZA BELLA is not liable for any minor errors or inaccuracies regarding minor details in the property descriptions or in any other literature.

**COMMISSIONS.** Clients understand that VACANZA BELLA's prices are inclusive of a built-in commission or booking fee. Thus, clients understand and accept that the price includes a commission or booking fee which obviously results in a retail price greater than the one which the client would have paid had the client reserved directly with the property owner.

**SAFETY.** We have inspected each and every property offered, and we believe they are safe for occupancy. However, no warranty of habitability or safety is made by VACANZA BELLA. Clients should use reasonable caution appropriate for living in a foreign country and in a house that may be many hundred years old. Client expressly releases VACANZA BELLA and its agents from any and all liability for personal injury or death occurring for whatever reason at one of its rental properties.

**LIMITATION OF LIABILITY.** The liability of VACANZA BELLA or its agents shall be limited to the amount of any rentals and deposits paid. In no event shall VACANZA BELLA or its agents be liable for consequential damages.

**INTERPRETATION AND DISPUTES.** These conditions shall be interpreted according to the law of the State of California. These conditions contain the entire agreement of VACANZA BELLA and the client, and they shall not be modified except in writing. In the case of any dispute between VACANZA BELLA and a client, it shall be submitted to the San Francisco office of the American Arbitration Association for resolution pursuant to its rules.