

# General Rental Agreement

## RENTAL AGREEMENT

It is understood that Rainbow Properties serves as an agent for the owner or local property management company. The customer, by booking the property on Rainbow Properties web site or signing the Booking Form, agrees to abide by the following Rental Agreement:

- 1) **PAYMENT** – For rentals of less than three months: A deposit of 30% of the total rental amount, plus a \$50 booking fee, must be received by Rainbow Properties before a booking can be confirmed. The remaining balance of the rental amount is due 60 days prior to the beginning of the rental period. If the initial booking occurs within 59 days of the arrival date, the total rental amount is required for booking confirmation. Upon receipt of the final payment a RENTAL VOUCHER, with directions to the property, will be sent to the customer.
- 2) **ARRIVAL and DEPARTURE** – There are acceptable arrival and departure times for all of the properties, as stated in the property descriptions on the Rainbow Properties web site. At the time of the booking, the customer must advise Rainbow Properties of their arrival time. Sundays, holidays, and late night arrivals are usually not possible. **Please note:** Any change in arrival date or time must be approved by Rainbow Properties at least one week prior to arrival at the property. On arrival, the customer must show the RENTAL VOUCHER and passport or identity card to the owner or his/her representative; these documents are required for traveler registrations requested by individual national law.
- 3) **SECURITY DEPOSIT** – In the case of rentals of less than three months, the security deposit (if applicable) must be paid directly in cash to the owner or his/her representative upon arrival at the property unless otherwise stated in the property description. THE OWNER OR HIS/HER REPRESENTATIVE MAY REFUSE ACCESS TO THE PROPERTY IF THE DEPOSIT IS NOT PAID. This cash deposit will be refunded at the end of the rental period, less any additional expenses (i.e. utilities and telephone, if applicable) and any damage the property may have incurred. **Be aware that energy costs are much higher in Europe than in the U.S.**
- 4) **CLEANING AND HEATING** – The final cleaning fee, if applicable, and as specified per property, will be subtracted from the security deposit. If there is no final cleaning fee, and the property is not left in the same general condition in which it was found the property owner or property manager may withhold a minimum of \$30.00 (or its equivalent) from the security deposit to cover the cost of the final cleaning. Heating costs are always extra and are not included in the rental price, unless specifically noted. Please note: In some countries, such as in Italy, it is the law that heating may only be used from November 1 to mid-April.
- 5) **EXTERNAL MAINTENANCE** – The owner or his/her representative have, if necessary, free access to the property for essential maintenance purposes (garden, lawn maintenance, etc.).
- 6) **NUMBER OF PERSONS** – The number of persons present at the property at all times (adults and children) may not exceed the maximum number of sleeping places indicated in the property description.
- 7) **PRICING** – Prices are based on market conditions. Rainbow Properties therefore reserves the right to modify prices in the case of considerable fluctuation of the rate of exchange.
- 8) **RATE NOTES** – For every property there are applicable Rate Notes that explain any charges to be paid at the property. The customer should carefully read these Rate Notes prior to booking the property.
- 9) **MODIFICATIONS – CANCELLATION CHARGES** – In the event of cancellation of a booking, even if it is substituted by another booking, the following penalties must be paid in ADDITION TO THE \$50 BOOKING FEE AND ANY OTHER EXTRA CHARGES: 30% of the rental price if the cancellation is made at least 50 days before the start of the letting period; 75% of the rental price if the cancellation is made between the 49<sup>th</sup> and 31st days before the start of the rental period; 100% of the rental price if the cancellation is made between 30 and 1 day(s) before the start of the rental period. It is strongly recommended that customers purchase trip cancellation insurance. For any amendment to the original booking, assuming that the property and the rental season remain the same, the customer must pay a fee of \$75 U.S. Any modification to the original arrival date will require a balance payment to be made 90 days prior to the modified arrival date. If Rainbow Properties should, for any reason beyond their control, including force majeure, be unable to provide the customer with the property he/she has booked, the company reserves the right to transfer the customer, upon agreement, to a similar property. If the price of the substituted property is less, the difference will be reimbursed to the customer. If the price of the substituted property is higher, the difference will be charged to the customer. If, however, no agreement can be reached, both contractual parties are authorized to cancel the contract. Rainbow Properties will refund to the customer all monies paid.
- 10) **RESPONSIBILITY** – The descriptions of locations and accommodations are provided in good faith and in the belief that they are accurate based on the latest information received. However, Rainbow Properties declines all responsibility for any modifications made by the owners without our knowledge. In addition, Rainbow Properties is not responsible for any physical injuries caused to the customers during their stay at the property. It is, therefore, highly recommended that the customers purchase comprehensive travel insurance prior to their trip. The properties Rainbow Properties offers are not official tourist structures or hotels. Rather, they are private homes. Being such, they do not have standards or categories recognized internationally, but instead reflect in their architecture and furnishings the local traditions and personal taste of the owners. Customers must accept differences in the properties, be them architectural or cultural, relative to their own homes. Any real deficiencies or problems in the property must be communicated directly to the property owner or his/her representative prior to the customer's departure from the property, as Rainbow Properties is only an agent for the property owner or his/her representative and has no authority to make settlements. Telephone and fax numbers of the property owner or his/her representative are located in the Property Voucher, provided after the final payment has been received. Complaints issued following the customer's return will not be considered, nor will give rise to any indemnity.
- 11) **PROPERTY OWNER'S DISCLAIMER** – The property owner does not accept any liability for any loss, damage, or additional expenses incurred by the client or any member of the client's party regardless of the cause. The property owner does not accept liability for any injury, death, loss, inconvenience or damage, alteration, delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns or with the client's accommodation or other circumstances as amounting to 'force majeure' or Acts of God or other similar events beyond the property owner's control.
- 12) **JURISDICTION** – In the event of controversy arising from the booking and property rental, only the Delaware Courts can deal with the matter. By signing the booking form and confirming the booking, the customer implies that Rainbow Properties Rental Conditions have been understood and have thereby been accepted without reserve and without exception. If any of the conditions of this contract have become invalid or were invalid, or if in this contract there should be a gap, the other conditions cannot be contested.