

NOTE: Villa Murano LLC does not accept paper waivers, please submit electronically.

Villa Murano LLC

2801 Sombrero Blvd, 33050

Property owner and manager: James T Osher

Contact number: 314-503-0101

Email address: ezwl23@hotmail.com (mailto:ezwl23@hotmail.com)

Short-Term Rental Agreement

Rules & Regulations

By staying at Villa Murano property, you the Guest (all guests on the property and visitors) are confirming that you have read and agreed to the rules and regulations listed below.

Cancellation Policies

100% of paid prepayments refundable when canceled 60 days before arrival or earlier. 50% of paid prepayments refundable when canceled 30 days before arrival or earlier. 0% refundable if canceled after (unless said cancellation is due to extreme weather conditions as defined by 1. local winds in excess of 25 mph and 2. 80% chance of rain as defined by NOAA).

Guest Obligations

Swimming Pool & Hot Tub

The use of the swimming pool and the hot tub are "at your own risk". All guests assume the risks of use and waive the right to file suit against the owner and/or Villa Murano for any loss, damage, injury or liability that should occur.

- There is NO RUNNING or DIVING at the pool.
- An adult ABSOLUTELY MUST supervise children at all times. The tragedy of child drowning occurs every year in Florida and is a nightmare we all must work to avoid. You as the parent or guardian play a critical role- on vacation just as at home.
- No glass or breakable objects around the pool or pool area.
- Area must be kept in a clean and proper order.
- Please ensure that young children wear swim diapers and not regular diapers.

Pets

Pets are allowed for \$150 additional fee.

Smoking

Smoking is not permitted inside the home. If there is evidence of smoking in the house, you will be charged Five Hundred dollars (\$500.00) plus the cost to remove all evidence of smoking. (This typically involves dry-cleaning of window treatments and bedspreads, shampooing the upholstery and carpets, and changing the air filters). You will also be asked to vacate immediately with no refund of any payments. Please smoke outside. By signing this agreement, you authorize us to charge you for expenses related to smoking in the home.

Boats, Trailers & Vehicles

It is understood that RV's, boats, motor homes, trucks, motorcycles, trailers, etc. are not permitted without specific approval and possible extra charges. It is also understood that, at no time, are boats or vehicles to be used for accommodation or connected in any way to utilities of the home. Guests are responsible for confirming how much room the property has for vehicles and boat trailers. Guests under 18 years old may not drive or otherwise operate the golf carts provided.

Canals, Sea Grass, Pests, Camera & Construction

The Keys are located in the Tropics and the following pests: ants, scorpions, noseems and palmetto bugs, etc. are very common. Every precaution will be taken, but not guaranteed, that the interior of your property will be free from living pests.

We will have exterior cameras in front of the home for security purposes. Construction and/or maintenance of the property may occur during your stay if discussed before signing.

Lost & Found

Please make sure to double check before departing the property, that you have collected all of your belongings. Anything that is left behind will be turned in by the cleaning staff or the property manager with the date and property it was found at. Unless the items are of extreme importance (passport, plane ticket, wallets, etc) we might not call you about the items. If you return home and notice that you left behind the items, you will be charged the cost of shipping the items back to you. Any unclaimed items after 40 days will be donated or thrown away.

Check Ins & Instructions

PLEASE DO NOT ARRIVE BEFORE YOUR ARRIVAL TIME. If you are wanting to arrive early you will need to request this and this option is only available if asked in advance; no later than 1 day prior to arrival. We understand that you're excited to arrive but your early arrival affects our cleaning and maintenance staff. If you arrive at the property at your designated check in time and the cleaner is still there, we ask that you call Villa Murano and get an estimated time of completion and return at that time.

Errors, Omissions & Changes

Every effort is made by Villa Murano and the managers to ensure that all information about the property is accurate and up to date on all the sites we maintain including our integrated sites, but we cannot guarantee this. Villa Murano is not responsible for any inadvertent errors or omissions or for recent changes to the property. Our policies, descriptions, conditions, rates and amenities are always subject to change without notice at any time before your occupancy. Villa Murano is not responsible for any outside conditions, construction, neighboring homes or neighboring pets. We are also not responsible for on site ice makers, bait freezers, bicycles, kayaks, paddle boards and/or other amenities.

Non-Liability for Personal Property

Guests agree that Owner and Villa Murano shall not be liable for any loss of or damage to any personal property in or on the premises or stored in rooms or places provided to Guest in connection therewith, nor shall Owner or Villa Murano or employees be liable to guest, guest's family, guests or agents for failure to repair or maintain any part of the premises or property contained therein, absent gross negligence. Guest further agrees that neither Owner nor Villa Murano or employees shall be liable for any damage to the personal property of the guest, guest's family, guests or agents arising from theft, vandalism, fire, water, rain, acts of God or government, interruption of utilities, acts of other or other third party or external causes whatsoever.

Hold Harmless

Guest is responsible for and shall indemnify Villa Murano and hold them harmless from any and all claims, liability, demands, actions, causes of action, expenses, damages, losses or injuries sustained by any person including Guest, Guest's family, agents, guests or invitees as a result of or arising from the Guest's subject occupancy, including, but in no way limited to claims arising from the use of the pool, hot tub, open water (Ocean, Gulf, Bay), water area, or dock, which are part of the premises or use of bunk beds, grill, fire pit, water toys, floats, kayaks, bikes, paddle boards etc. whether supplied by owner or not. Guest shall also be liable and indemnify for attorney's fees and court costs incurred by Villa Murano in enforcing any of the terms, covenants or conditions of this Agreement or which are sustained by Villa Murano as a result of or arising from or during Villa Murano Guest's subject occupancy.

Hurricane Policy

Hurricane Season is from June 1 to November 30th. Tenants agree to vacate the premises when a mandatory evacuation Order has been issued due to a pending hurricane. In the unlikely event that a hurricane evacuation is ordered while you are a guest. If the property is damaged and not in condition to rent due to a storm, we will do our best to relocate you to a similar property or refund you. No refunds will be issued if the hurricane is not a threat to the Florida Keys and you are unable to travel because of canceled flights or adverse travel conditions outside the Keys.

Consequential & Secondary Circumstances

Despite our best efforts, some matters are beyond our control (examples are: plumbing, electrical, air conditioning or sale of property) and an alternate accommodation may not be available. Villa Murano shall not be held responsible for any consequential or secondary circumstances. Villa Murano also does not accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas and electricity, outside construction noise, internet/cable, seagrass in the canal, the smell of seagrass, any cause of nature, insects of any kind, pool/hot tub malfunctioning including pool heat or plumbing. Nor will Villa Murano accept liability for any loss or damage caused by weather conditions (this includes hurricanes).

Additional Terms:

Renter agrees that he/she is responsible for the behavior and actions of his/her/its guests. Renter agrees that no illegal activity (or contraband) of any kind is/are allowed to be performed and/or brought on to the vessel by Client and/or his/her guests. Renter further acknowledges that any damages caused by Renter and/or his/her/its guests to the vessel or otherwise, are the sole legal responsibility of Renter and his/her/its guests and not that of the Company. Furthermore, Renter agrees to indemnify Company to the fullest possible extent (including legal fees, costs and damages) in the event a claim or legal proceeding is commenced against Company for any reason whatsoever, relating to Renter's guests. Renter specifically agrees to obtain insurance to cover any liabilities to him/her/itself, its party, and any third party for any and all claims, for any reason, whatsoever.

In the event damage to the vessel is caused by Renter or his party, Renter is jointly and severally liable for said damage. In the event of such damage, Company shall notify Renter, within 24 hours of the Trip return and describe said damage, including remitting pictures, if applicable. Renter agrees that he/she has 48 hours of the return trip, to return to the vessel to inspect such damage and claims made by the Company. Failure of Renter to return within said period to make an inspection of Company's claims shall act as a complete bar to refute such claims.

Renter and his Party acknowledges that boating, swimming, diving, and related activities may pose potentially serious risks of injuries to their participants including, injury or death as a result of Renter or Renter's guests negligence, the negligence of others, or through no fault of Company or anyone else, because of the nature of the activity in which Renter or his guest may engage. Renter also understands that weather and nature are often unpredictable and difficult to control. Company, (which hereby expressly includes vessel owner, vessel captain and crew, staff, their agents, employees, members, officers, directors), are not liable for any injury (or loss of any type) to, or the death of, a participant during the Trip, for any reason whatsoever.

Renter and his Party expressly assume the risk of injury or death due to their own negligence, negligence of Company or the negligence of any third-party. Renter acknowledges the foregoing, and is a complete and utter inducement for the Company to allow Renter and his Party to participate in Trip and on the vessel. Renter and his/her/its party hereby unequivocally waive and/or release any and all rights, claims, and/or suits, in any and all form, that Renter or Renter's guests or their heirs may have to make a claim against Company arising from any damages, injury, or death which Renter or Renter's guests might sustain or which might occur on vessel or during Trip. Renter and Renter's guests further agree to indemnify (to the fullest extent of the law, including attorney fees, costs and damages) and hold harmless Company against any claims which Client or Renter's guests might make or which might be made on Renter or Renter's guests' behalf by others or which might be made against Company by others, arising from Trip and/or vessel. By freely and voluntarily booking the Trip, Renter acknowledges that he/she knowingly, freely and voluntarily gives up all legal claims provided in this hold harmless agreement and has provided its/his/her guests with a copy of these terms and that they have agreed to the same. Renter further agrees to indemnify, defend and hold harmless Company from any and all losses, claims, damages and liabilities, joint or several, to which Company may become subject under any applicable law or suit related to or arising out of this agreement and/or Trip.

Renter acknowledges that it is the responsibility of the Renter and its guests that all personal belongings, including but not limited to money, phones, wallets and jewelry, be removed from the vessel prior to departing. Renter further acknowledges that the company and/or staff are not responsible for any missing, lost, or stolen items. Renter further indemnifies Company for any and all claims for which Company would be liable to defend.

Renter acknowledges that it gives full and complete consent for Renter and Renter's guests to have their picture and/or video taken and further published on any social media site or to any third party. Renter further indemnifies Company for any and all claims for which Company would be liable to defend in relation to this matter.

Renter will reimburse Company for all fees and expenses (including reasonable counsel fees and expense) as they are incurred in connection with the investigation of, preparation for, and defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not Company, as the Indemnified Party is a party and/or the prosecution and defense of any counter claims, cross claims, and third party claims arising therefrom or related thereto. This paragraph is valid and enforceable even if the Renter or its/his/her guests are the party instituting the action and the Company is a named Defendant. Renter and his Party shall, at its own expense, purchase insurance to cover any and all claims for any reason whatsoever that may arise out of the Trip and failure to do so is a material breach of the understanding of the parties.

For purposes of this part, proper insurance policy in effect, which shall cover any and all damage or losses to Renter, its/his/her party, the vessel, the Company or any third parties resulting from any act associated with the contemplated Trip. Should the above insurance carrier deny said coverage, Renter, any corporate entity and/or any authorized representatives shall be joint and severally liable for any and all costs (including attorney fees and costs) due to loss or damage. Renter and his/her/its guests are responsible for any and all loss of or damage, of any kind, resulting from any cause including, but not limited to, theft, vandalism, seizure, or other acts of god regardless of fault. Notwithstanding the foregoing waiver language herein, the Renter and his party can only claim damages, if allowed, to the maximum amount actually paid to the Company for the Trip. Moreover, it is agreed that if a claim for negligence is made, for any reason, said negligence must not be simple negligence but rise to the level of gross negligence.

Renter grants Company a limited power of attorney to present claims for damage or loss to the Renter's insurance carrier.

In no event shall Company, its subsidiaries or affiliates, or their respective officers, directors, employees, representatives or agents be liable for special, incidental, consequential, punitive, indirect, or other special damages, including but not limited to, loss of profits, however caused, whether for breach of contract, negligence, or otherwise, and whether or not we have been advised of the possibility of any such damages. Notwithstanding the foregoing waiver, Renter further agrees that any and all claims shall be made solely against the corporate entity and not against any of its officers, directors, employee, members, representatives and/or agents.

If Company requires the use of an attorney to enforce any provision of this Agreement, including but not limited to collection of any money owed, client shall pay all attorney fees, costs and expenses for such enforcement (up to and including the appellate level). This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida, and venue of any action hereunder shall lie solely with the courts in and for Miami-Dade County, Florida, to which jurisdiction each of the parties agrees to submit for the purposes of any litigation involving this Agreement. Florida law to be applied in any litigation and/or interpretation here under.

This agreement is intended to be a valid contract. If a court of competent jurisdiction finally determines any part of this agreement to be unenforceable, then the remainder of this agreement shall be severed from the agreement and shall be enforceable.


Acceptance of the terms and conditions herein are a condition precedent and inducement to Company entering into the Trip contemplated herein and but for the terms herein by Renter and Renter's party, Company would not engage in this agreement.

This Agreement constitutes the complete agreement between the parties and incorporates all prior discussions, agreements, and representations made in regard to the matters set forth here. Accordingly, a claim for fraud, in any form may not be alleged. This Agreement may not be amended, modified, or changed except by a writing signed by the party to be charged by the amendment, change, or modification.

Should any contrary language drafted by the site owners be present, these terms and conditions shall control.

Guest/Renter Name *

 Full Name

Click to Sign 

X

Signature

Date *

Phone Number *

Email *
