

# TERMS AND CONDITIONS OF LEASE

## Payment and Cancellation

### 1. DEPOSIT

A deposit must be paid to confirm the reservation. The amount of this deposit is 25% of the total rental amount for all periods different from peak season; 50% of the total rental amount for peak season, i.e. Thanksgiving, Christmas and Easter.

The deposit is due within 7 days of booking to confirm and guarantee your reservation. Failure to make this payment will result in cancellation of the reservation.

### 2. FINAL PAYMENT

Final and total payment of the reservation ("Final Payment") must be made by Guests not later than 90 days prior to commencement of the rental period.

In case of failure to correspond Final Payment at least 90 days prior to commencement of the rental period, the reservation shall be cancelled and Aquamarina Villa will retain the 20% of the Final Payment as cancellation fee.

Aquamarina Villa shall be entitled to charge the Guest a surcharge at any time in the event of a fluctuation or increase of any dues, levies or fees arising from the result of governmental action (including, but without limitation, an increase in VAT). Furthermore, Aquamarina reserves the right to correct any errors in the prices of confirmed bookings.

### 3. CANCELLATION OR RESERVATION CHANGE REQUESTS

In case of cancellation at least 90 days prior to arrival date, Aquamarina Villa will retain the 20% of the Final Payment as cancellation fee.

In case of cancellation occurring less than 90 days prior to the arrival date, no amount will be refunded. Without involving any obligation on Aquamarina Villa, the latter at its sole discretion, might refund part of the sums anticipated by Guests in case of re-rental of the Property.

No-shows for any reasons, later arrivals, change in number of persons in Guests group after arrival, and early departures are all non-refundable.

All cancellations and any requests for changes to Guests' reservation (such as date changes or changes in the number of persons) must be made in writing.

For reservation change requests we will make every effort to accommodate Guests' request but, in any case, Aquamarina Villa cannot guarantee such requests can be met.

### 4. DAMAGE DEPOSIT

A refundable Damage Deposit of 1,500.00 US dollars is required for all bookings.

Regardless of the duration of Guests' stay, at the end of the rental period Aquamarina Villa will refund this sum promptly if no damage occurred during Guests' stay.

### 6. ARRIVAL AND DEPARTURE TIME

Check in is at 3:00 pm and check out is at 11:00 am

### 7. INSURANCE

Guests are suggested to arrange a travel cancellation insurance for any occurrence.

### 8. APPLICABLE LAW

These Terms and Conditions will be interpreted and governed by the laws of the State of [New York] and the venue of any dispute over these Terms and Conditions will be in the State of [New York].

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With the booking of the Property, Guests acknowledge and accept the above terms and conditions, and this acknowledgment constitutes acceptance thereof.

For acceptance

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Full Name Signed and Dated (Guest/s representing entire party staying at Aquamarina Villa)