



MOON OVER PARADISE

BOOKING TERMS and AGREEMENT (PDF version)

Please read carefully all the terms before you sign, then print the entire Booking Terms and Agreement for your reference.

Fill out and fax all pages to 954-636-2027.

Phone: 954-302-2822

E-mail: info@keywestvacation.us

1. SECURITY DEPOSIT

To confirm a booking:

1. 50% of the total rental fee and a refundable Security Deposit are required. Acceptable forms of payment are bank draft, money wire, certified check.
2. Please fax us a copy of your driver's license with this agreement. Make sure to lighten up the copy when you make it. Also we need your valid credit card number for verification purposes.
3. Security Deposits are as follows:

	1 - 2 Weeks	3 Weeks - Monthly
Main House	\$500	\$700
1 Bedroom Suite	\$300	\$500

4. The Security Deposit will be used to cover any damages or missing items, and any extra rental charges due to early arrival or late departure without prior consent.
5. Also, if for any reason we do not receive a key back from you, a charge of \$45 will be deducted from the Security Deposit.
6. If a check is used for the Security Deposit, the check will be deposited and a refund check will be issued within 30 days of departure.
7. Payment in full is due 30 days prior to arrival unless otherwise agreed in writing.

The Security Deposit will be returned to you by check, after your vacation has ended and the house has been checked (subject to any damages, etc.)

2. CHANGES IN RESERVATION

We understand that sometimes changes are necessary regarding your vacation dates. If this happens there is a \$250 charge. If you change vacation dates less than 60 days before arrival, and there is no availability then you will lose your Deposit and Rental Fee unless you select a vacation date that is available.

Your Deposit and Rental Fee can be held towards future reservations made within 6 months of the original booking. Your rate may change based on your future vacation dates.

3. NO SHOW

If you fail to arrive for your scheduled vacation without having notified us you will be subject to loss of Deposit and the total Rental Fee.

4. CHANGES OR CANCELLATIONS

You must place in writing any Request for Change or Cancellation. We accept signed and dated original letters or fax requests. E-mail cancellations are not accepted.

5. CANCELLATIONS

Any Cancellation of a booking by the client must be in writing and is subject to the following Cancellation Charges:

More than 2 months before arrival date	=	Full refund, less \$250
Less than 2 months before arrival date	=	Loss of Deposit & Total Rental Fee
Thanksgiving, Christmas, New Year's, Easter, Lobster seasons, Fantasy Fest, Memorial Day, Independence Day.	=	Full Refund less \$250 if new renter is found.

6. USE OF SWIMMING POOL AND SPA

WAIVER OF LIABILITY

This Agreement waives any and all liability of Moon Over Paradise, LLC, for any use of the swimming pool with adjoining heated whirlpool spa on the property.

A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian of children under 18 years old . Print as many forms as needed and fax completed forms to **954-636-2027** with rental agreement.

PLEASE READ CAREFULLY AND SIGN BELOW

1. I, the tenant signing below wish for myself and my child(ren) (if applicable) to utilize the services, facilities, and swimming pool/spa offered by Moon Over Paradise.
2. I hereby agree that the use of the services, facilities, and swimming pool/spa is voluntary and at my own risk.
3. As a condition of my/our use of such services, facilities, and swimming pool/spa, I on behalf of myself, our heirs and assigns and my child(ren) (if applicable) expressly agree to forever discharge, waive and release Moon Over Paradise, its owners, management, and employees from any and all claims, demands, injuries, damages, actions, or courses of action, for all acts of active or passive negligence on the part of Moon Over Paradise on account of bodily injury, mental injury, death and/or property damage from, any mishap, accident, loss, damage or injury suffered by my child(ren) or myself or others resulting from, connected with or caused by the use of Moon Over Paradise's services, swimming pool/spa and facilities, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, swimming pool or facilities.
4. Tenant agrees and by signing this agreement is aware that using the pool and spa facilities, they are doing so at their own risk. A life guard will not be provided by Moon Over Paradise, LLC therefore any and all supervision must be done by the tenants.
5. I declare and affirm that I and my child(ren) (if applicable) am in good medical and physical condition and that the use of Moon Over Paradise's services, facilities, and swimming pool/spa does not pose any danger to my or my child(ren)'s (if applicable) health.
6. Rules and Regulations of Moon Over Paradise:
Please see more details in the waiver of the liability agreement in the printable copy.

1. All users must shower before entering the pool or spa.
2. Guests under the age of 18 years of age must be accompanied by parent or guardian at all times.
3. Guests under the age of 18 must have this liability waiver completed by their parent.
4. Participation is at your own risk.
5. No alcohol is allowed in the pool or on the pool deck.
6. No glass or metal containers are allowed in the pool, spa or the surrounding areas consisting of the concrete deck and gravel. Non-alcoholic beverages in plastic containers are allowed.
7. All accidents must be reported to the Property Manager.
8. Participants are encouraged to report any maintenance/repair needs to the Property Manager.
9. Diving is not permitted, as serious injury, paralysis or even death could occur.
10. People with open wounds or infectious diseases are not permitted in the pool or spa.
11. Gum and adhesive bandages are not allowed in the pool area.
12. No running, pushing and horseplay on wet deck areas.
13. Pregnant women and children under the age of 5 are not allowed to use the spa, and all other persons under the age of 18 must be accompanied and closely supervised by an adult while in spa.

I agree that I will not engage in behavior injurious to the enjoyment of other Guests. I understand and agree that my use of Moon Over Paradise, services, facilities and swimming pool/spa may be immediately terminated if my and/or my child(ren)'s behavior is not in accordance with the above.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my children (if applicable) by signing the Agreement.

Agreed to by: _____ Date: _____
Signature

Name (printed): _____
 (Printed name of adult #1, parent or guardian responsible for children below)

Agreed to by: _____ Date: _____
Signature

Name (printed): _____
 (Printed name of adult #2, parent or guardian responsible for children below)

 Child(ren)

 Child(ren)s

7. PLEASE NOTE: UNDER NO CIRCUMSTANCES WILL ANY ANIMALS OR SMOKING BE ALLOWED.

If we find smoke odors in the houses or on the porch, they will need to be deodorized and you will be charged \$500. For the comfort and health of our guests who are sensitive to smoke, we strictly enforce this rule.

8. RENTAL PERIOD

Check-in time is after 4:00 PM on the first day
 Check-out time is before 11:00 AM on the last day

Any changes to these times will be made only after permission has been given by Moon Over Paradise ,LLC. Without prior consent, early occupancy or late departure from the home will be subject to ONE EXTRA DAY RENTAL which will be deducted from the security deposit.

9. TELEPHONE USE

The home is equipped with a telephone for your convenience and safety. Long distance calls require a calling card or phone card.

10. CLEANING

The home will be cleaned prior to your arrival. You may arrange for additional cleaning during your stay for an additional charge of \$45/hr. You will be charged for excessive cleaning for any of, but not limited to, the following reasons: dirty dishes; any leftovers or perishable food items left in unit(s); trash not placed in their appropriate receptacles; soiled ovens. If you spill something please be sure to clean it up.

- * Flat rate charges for failing to:
- * take garbage out - \$50;
- * take empty garbage containers in - \$50;
- * keep garbage cans tightly closed to keep raccoons and birds from making a mess - \$50;
- * clean up all cigarette butts anywhere on property - \$50;
- * clean barbecue thoroughly (including dumping grease in a tightly secured bag or container in the garbage.) - \$75.

Mandatory Cleaning Fees: \$200 for the 4 Bedroom House and \$150 for One Bedroom.

11. MAINTENANCE

We will make every effort to ensure that all equipment is in working order. In the event of a breakdown, we will strive to repair it as soon as possible after being notified of the problem. We cannot guarantee that air conditioners, televisions, appliances, etc. will not break own during your stay, therefore no refunds or adjustments will be made for mechanical failure. Furthermore, there will be no refunds or adjustments made for any other unexpected situation beyond our control such as bugs, rodents, weather and the like.

12. LIMITATION OF LIABILITY

Children must, at all times, be supervised by parents or guardians. No occupants under the age of 25 are allowed unless accompanied by parent, guardian, or family group. If you are under the age of 21, we will consider to rent to you but the refundable damage deposit required is double. In this case the deposit for both houses would be \$1,500, whereas normally the deposit for both houses is \$800.

Only the number of adults, children and vehicles specified in this agreement are allowed to stay as guests.

**Please note that outside of the property is monitored 24/7. If we find additional unregistered guests staying, there will be a \$95 charge per person per night for the entire rental period even if the unregistered guest stays fewer nights - NO EXCEPTIONS. **

Please note that for the safety of the guests and the protection of the property, unregistered vehicles will be TOWED immediately - NO EXCEPTIONS.

The Guest signing the rental agreement assumes all responsibility for behavior of self and their guests and agrees to abide by all Rules and Procedures of the property.

Moon Over Paradise is privately owned and the neighborhood is not suitable for staging loud parties. Should guest's behavior necessitate eviction because of noise complaint or any other violation set forth by the Monroe County in the City of Key West, or any other violation of the rental contract, all prepaid rents and deposits shall be considered earned.

Guests are responsible for the completion and timely return of any rental forms and payments, including but not limited to booking agreement, and any other required rental approval forms. The Guests and all persons on the premises by invitation of the Guests hereby hold Moon Over Paradise, LLC, its employees, the corporation or any individual connected in any way to Moon Over Paradise, LLC harmless for any responsibility or liability for any accident, injury, illness or damages sustained by or to any person or their personal property during the rental period or use of facilities. Moon Over Paradise, LLC shall be indemnified and held harmless by the Guests, and Guests agree to pay all costs incurred in connection with any accident, injury, illness or property damage loss, including attorney's fees, regardless of how it may have occurred.

The undersigned hereby releases and indemnifies Moon Over Paradise, LLC and holds harmless any employee, the corporation or any individual connected in any way to Moon Over Paradise, LLC for any loss of personal property and/or accident causing personal injury of any nature, including reasonable attorney's fees and court costs in connection therewith.

Moon Over Paradise, LLC and its affiliates do not accept any responsibility or liability for any failure of services in the home regardless of how it may have occurred. However, in the event of a problem, the client should inform our local management who will endeavor to do everything within reason to rectify the problem.

Moon Over Paradise, LLC is not associated with any rental, tour or other business operation that may be advertised in www.keywestvacation.us. All information regarding the property is checked to ensure the accuracy of descriptions. However, we are not always able to control all of the components of the facility and it is possible that an advertised facility may be withdrawn, changed, or unavailable due to circumstances beyond our control and for which we do not accept liability.

MOON OVER PARADISE BOOKING TERMS AND AGREEMENT

Please fill out form and fax full Booking Terms and Agreement to: 954-636-2027
 Mail correspondence can be sent to: **Moon Over Paradise, Inc.**
1785 Ibis Lane Weston, Florida, 33327.

Head Guest: _____

Address: _____
 (must match credit card billing address)

City: _____ **State:** _____ **Zip:** _____

Country: _____

Home Tel: _____ **Work Tel:** _____

Cell: _____ **Fax:** _____

Driver's License # _____. **For guest's security, and to ensure privacy on the property, please fax a copy of your driver's license with this agreement.**

E-mail: _____

Arrival Date: _____ **Departure Date:** _____

Staying in (circle one): **Main House / Guest House / Both Houses**

Rate Breakdown		Office Use Only	
Rental rate: Main House			
Rental rate: Guest House		Rec'd 1st deposit	
Subtotal		Dr. Lic. Copy	
+ 12.5% tax		Sent confirmation	
		Marked calendar	
Cleaning fee		2 nd dep. notice	
Fully refundable security deposit		Rec'd 2nd deposit	
First 50% deposit to book		Sent instructions	
Second 50% deposit due one month before arrival		Arrange cleaning	
		Refunded deposit	
First Deposit Payment Method (circle one):	Wire Transfer	Direct deposit	Check by mail
Second Deposit Payment Method (circle one):	Wire Transfer	Direct deposit	Check by mail

of Adults: _____ **# of Vehicles:** _____

of Children: _____ **Ages:** _____

Guest 1: _____ **Guest 2:** _____

Guest 3: _____ **Guest 4:** _____

Guest 5: _____ **Guest 6:** _____

Guest 7: _____ **Guest 8:** _____

Guest 9: _____ **Guest 10:** _____

Guest 11: _____ **Guest 12:** _____

Guest 13: _____ **Guest 14:** _____

Guest 15: _____ **Guest 16:** _____

I, _____ (Print Name), have read, understood, and agree to the above Booking Terms as well as the Rules and Procedures for renting Moon Over Paradise, and declare that all of the above information has been filled in correctly.

Signature _____ **Date:** _____

You may directly deposit, money wire, or transfer the funds into our account. Account information will be given upon receipt of your Booking Agreement.

- After the first deposit has been received (and cleared) we will notify you and mark your place on the availability calendar.

- After the second deposit has been made we will email or fax you the instructions on how to get to Moon Over Paradise, details about the house, and the phone number for the property manager. He will be there to greet you, give you the keys and gate code, and tell you about the property.

We look forward to welcoming you to our beautiful property, Moon Over Paradise. Thank you very much for choosing us for your vacation.

Very warmly,

Kazi Ahmed

President
Moon Over Paradise
<http://www.keywestvacation.us>

This communication contains restricted, confidential, and/or private information intended only for the designated recipient. If you have received this in error, please notify us immediately by telephone at 1-800-414-2146 and then destroy this document. Thank you.

Revised Jul.10, 2008