



myOVRs.com  
Orlando Vacation Rentals Services

Tel: 863-438-6749

[www.myOVRs.com](http://www.myOVRs.com) [bookOVRs@hotmail.com](mailto:bookOVRs@hotmail.com)

### RENTAL AGREEMENT

TO MAKE A RESERVATION, PLEASE FILL OUT THIS FORM & RETURN IT WITH THE \$300 RENTAL DEPOSIT.  
RESERVATION MUST BE PAID IN FULL 8 WEEKS PRIOR TO ARRIVAL.

DEPOSIT MAY BE PAID BY CHECK, CASHIER'S CHECK, MONEY ORDER OR CREDIT CARD. TO PAY BY CREDIT CARD,  
PLEASE COMPLETE THE CREDIT CARD AUTHORIZATION FORM ATTACHED.

**\*\* IF STAY IS CLOSER THAN 8 WEEKS AWAY THE FULL BALANCE IS DUE AT TIME OF BOOKING. \*\***  
MAKE PAYMENTS BY CASHIER'S CHECK OR MONEY ORDER OR CREDIT CARDS  
PAYMENT DUE FOR TRIPS LESS THAN 6 WEEKS AWAY MUST BE PAID FOR BY CREDIT CARD.  
ALL PAYMENTS ARE PAYABLE TO: ORLANDO VACATION RENTALS SERVICES.

**GROUP LEADER (Minimum age requirement!!) - TO WHOM ALL BOOKING CORRESPONDENCE WILL BE SENT.**

NAME:	DAYTIME PHONE.
ADDRESS:	EVENING PHONE.
CITY/STATE/ZIP:	EMAIL ADDRESS.

OTHER GROUP MEMBERS. INCLUDE ALL CHILDREN FOR TOTAL NUMBER OF PEOPLE

GUEST NAME - include age if under 18 years	GUEST NAME - include age if under 18 years
1)	8)
2)	9)
3)	10)
4)	11)
5)	12)
6)	13)
7)	14)

ANY UNAUTHORIZED OCCUPANCY BY PEOPLE NOT LISTED WILL BE SUBJECT TO LOSS OF SECURITY DEPOSIT AND THE IMMEDIATE TERMINATION OF THE RENTAL AGREEMENT. NO RVs ARE AUTHORIZED. PETS WILL ONLY BE AUTHORIZED IN CERTAIN PROPERTIES BY THE BOOKING AGENT AND A \$150.00 NON-REFUNDABLE PET DEPOSIT WILL BE APPLIED. ANY ADDITIONAL EXCEPTIONS (PETS INCLUDED) MUST BE ARRANGED PRIOR TO ARRIVAL.

ARRIVAL ON: **4:00PM**

DEPART ON: **10:00AM**

**Villa ID #:** \_\_\_\_\_

PLEASE FILL OUT ALL PAGES OF THIS AGREEMENT

**OPTIONAL EXTRAS:**

Pool Heating (\$175Wk or \$25/day)

Gas BBQ Grill (\$65Wk)

Mid Stay Clean – contact us for prices

**Mandatory Damages, Security Deposit and Damage Waiver:**

Upon making full payment for the rental a **Accidental Damage Waiver (ADW)** in the amount of \$100.00 USD will be purchased to cover damage to the Premises caused by Guest in excess of normal wear and tear\*. Guest covered per stay (from the date of check in to the date of check out), but will be fully liable for all losses in excess of \$650.00 USD.

ADW, certain conditions apply:

- ADW coverage does not include intentional acts of a Guest, gross negligence or willful conduct, any damage Guest has failed to report to Orlando Vacation Rentals Services prior to or upon check out, normal wear and tear, and damage or loss caused by a pet or other animal brought onto the premises by Guest.
- ADW only applies to the direct physical loss or damage to the covered property and does not cover loss of use of such property nor does the waiver apply to loss or damage to any property owned by or brought on to the premises by Guest. Guest must report all damage immediately to Orlando Vacation Rentals Services. As used herein, "Immediately" means within 24 hours of the loss, and, in all cases, prior to check out. Orlando Vacation Rentals Services shall, in its sole discretion, determine the extent of repairs necessary to correct any damage caused by Guest.
- ADW is void if Guest fails to report damage to the Premises immediately.

**RENTAL PERIOD**

*CHECK-IN TIME IS AFTER 4:00 PM ON THE FIRST DAY & CHECK-OUT TIME IS BEFORE 10:00 AM LAST DAY*

Any changes to these times made without prior written consent from Orlando Vacation Rentals Services, including early occupancy or late departure from the home, will be subject to ONE EXTRA DAYS RENTAL which will be charged to credit card on file.

Initial \_\_\_\_\_

**CANCELLATIONS**

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

- From 4 – 6 weeks before arrival date = 50% loss as cancellation fee
- From 2 – 4 weeks before arrival date = 75% loss as cancellation fee
- Less than 2 weeks before arrival date = 100% loss as cancellation fee
- Please note you also have the right to one date change subject to availability and ORLANDO VACATION RENTALS SERVICES discretion.
- If you need to cancel and are able to notify us over 8 weeks prior to your arrival date, we will be more than happy to apply your deposit to a future reservation. No refunds will be given if guests elect to leave their property early.

Initial \_\_\_\_\_

**LIMITATION OF LIABILITY**

- Parents must at all times, supervise children when using the Pool, Clubhouse and/or Resort Amenities.
- Orlando Vacation Rentals Services / property owners do not accept any responsibility or liability for any equipment failure and/or service in the home/condo 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.
- Orlando Vacation Rentals Services / property owners do not accept responsibility for any lost or misplaced personal property which guests may leave in the home/condo.
- Orlando Vacation Rentals Services / property owners do not accept liability for the acts or omissions of our agency over which we have not control, such as airlines, rental car companies, travel agencies, home owners, etc. All information regarding the properties is checked to ensure the accuracy of the 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 or changed due to circumstances beyond our control and for which we do not accept liability

Initial \_\_\_\_\_

**TERMS AND CONDITIONS**

**Payments received outside of six weeks of arrival MUST be paid by credit card.**

Checks and cashiers checks are accepted before the 8 week window and are payable to:  
Orlando Vacation Rentals Services  
PO Box 385  
Loughman, FL 33858

I understand that in signing below, we accept all terms and conditions set forth by Magical Vacation Rentals / Magical Orlando Resorts and acknowledge that we have been furnished with a copy of the terms and conditions.

Method of Payment:

Personal Check

Cashier's Check/  
Money Order

Credit Card  
(Complete  
Authorization Form)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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### CREDIT CARD AUTHORIZATION FORM

Please fill out this form in its entirety and return to OVRs

Name: \_\_\_\_\_

Billing Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Total Amount as Quoted By OVRs: \$ \_\_\_\_\_

Please Process:

Rental Deposit  
of \$300+10%

Full Balance

Other Amount (Please  
Specify)

Other Amount to Process: \$ \_\_\_\_\_

Card Type:	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER
Card Number:	Expiration:		
License/Passport Number:	CVC Code:		

*\*If paying by credit card, a photo copy of the front and back of the card and your Driver's License or Passport is required.*

I agree to pay the above total amount according to the terms of the card issuer agreement. I understand that attempting to defraud any rental property as defined under Florida Statute 509 with a Hotel/Motel License is a criminal offense. Obtaining or attempting to obtain lodging without paying will result in criminal charges being filed with the State Attorney's Office, and appropriate action being taken by the FDLE.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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### Reservation Terms and Conditions

**NOTE:** By placing a reservation with **ORLANDO VACATION RENTALS SERVICES** you are agreeing to the terms and conditions as follows:

#### **I. Deposit and Payment**

Upon booking, we require that a NON-Refundable RENTAL deposit of \$300.00 is provided. This payment will be applied to the total price of your rental. You can pay your deposit using a personal check, cashier's check, money order, or credit card. The remaining balance is due 8 weeks or more prior to arrival.

Once you have placed your reservation, a confirmation package will be sent to you either via e-mail or fax. Your rental deposit must be returned with your signed rental agreement and photo copy of your driver's license and/or passport to confirm your reservation. If you have placed your reservation within the 60 day period, the entire balance will be required with applicable documents.

If you need to cancel and are able to notify us over 8 weeks prior to your arrival date, we will be more than happy to apply your deposit to a future reservation. No refunds will be given if guests elect to leave their property early.

**II. Orlando Vacation Rentals Services LLC** is a rental company and a property management company. However we do not have discretion to make improvements or repairs on behalf of the homeowner without approval. The home is the sole responsibility of the owner

#### **III. Substitutions**

We reserve the right to substitute comparable accommodations without notice or liability, should a property become unavailable for the following reasons: NO SUBSTITUTION

- The home is no longer available for your dates of travel
- The home is no longer under our management when you arrive
- There are emergency maintenance issues (i.e. broken air conditioning) that would prohibit us from putting guests in the home.

If comparable accommodations are not available, renter will have the option of selecting from available properties at the published rate or receiving a complete refund of monies paid.

#### **IV. Damage to Homes**

Damages, Security Deposit and Damage Waiver. Upon making full payment for the rental an accidental damage waiver (ADW) in the amount of \$100.00 will be charged to Guest to cover damage to the Premises caused by Guest in excess of normal wear and tear.

ADW will pay for loss or damage to the contents of the Premises during Guest's stay up to an aggregate amount of \$650.00 per stay (from the date of check in to the date of check out), but will be fully liable for all losses in excess of \$650.00. Certain conditions apply: Above the \$650 in damages the guest will be liable for restitution of damages. Please refrain from fruit juices, bleach, markers... on the rugs.

#### V. Cleaning

while guests are not expected to clean the homes, it is a term of your reservation that you agree to leave the home(s) in a tidy and acceptable standard. An unacceptable standard is defined as leaving the home measurably different from check in. This includes, but is not limited to, moving furniture, leaving behind large quantities of personal possessions or trash, or not cleaning up vomit or other bodily fluids.

If a house sustains damage and / or is not left in an acceptable standard upon checkout, as defined by the management company, the guests are legally responsible to refund the management company / owner for the expense in rectifying the problems. It is a term and condition of your reservation that you agree for your credit card to be debited for this amount. Upon request the management company will furnish guests with invoices for work done.

#### VI. Check In and Check Out

Check in begins at 4pm. The guest may check with the management company to see if the home is available early. An early check-in is NOT guaranteed.

Check out is by 10am at the latest. If you fail to check out by 10am, **ORLANDO VACATION RENTALS SERVICES, LLC** reserves the right to charge your credit card an additional night's stay. Towards the end of your stay you may request late check out, however we do not guarantee this will be possible.

Upon check out, the keys must be returned to the original point of collection (in most cases this will be the lockbox at the property). If the keys are not returned, the management company reserves the right to charge the guest \$100.00 to replace the missing keys.

#### VII. Minimum Stay Length

During peak season, including Easter and Christmas, we have a 7 night minimum stay for all properties. In most cases, management will work with you if you have a shorter stay, but it is the discretion of the management company. In addition, all 7 bedroom homes will be restricted to Saturday-to-Saturday rentals. Reservations on any size property may be made for shorter periods of time, depending upon property availability. Contact our office for information about specific properties and dates.

#### VIII. Property Occupancy Limits

The maximum number of persons allowed in each property is stated in the property description on the website. Children are counted, unless under the age of (3). This represents the total number of people allowed to occupy the property inside or outside, day or night. Please note that Florida law puts strict limits on the number of occupants permitted to stay in vacation homes. These are:

- 2 Bedroom Condos: 6 People
- 3 Bedroom Condos: 8 People
- 3 Bedroom Pool Homes: 8 People
- 4 Bedroom Pool Homes: 10 People
- 5 Bedroom Pool Homes: 12 People
- 6 Bedroom Pool Homes: 14 People
- 7 Bedroom Pool Homes: 16 People

Please note that the authorities police this law and that they have the powers to spot-check homes at any time for infringement. In the event of higher occupancy than that permitted, you will be required to vacate the property immediately. If this occurs, there can be no refund of the rental payment, and any deposit paid will be forfeited.

#### IX. Minimum Age

We require that there is at least two persons over the age of 21 years (except married couples) in each house reserved. Guests found breaking this condition will be required to leave the property and no refund of any sort will be given.

#### X. Swimming Pool

If property has a private swimming pool, the owners do not accept any liability for any injury, however caused, as a result of the use of the pool. Guests are specifically requested not to allow unsupervised children to use the pool. Local laws apply.

#### XI. Pool Heating

We ask you to please read these details carefully if you are considering booking a home with a heated pool as there are

specific guidelines. Pool heating must be booked in advance of arrival to be guaranteed – as not all the properties have a pool heater.

During winter months, pool heaters will generally heat the pool to around 82-86 degrees Fahrenheit. If the air temperature lowers to 60 degrees or less, then although the heater operates for longer hours than in warmer weather, they will not be very effective and the water temperature will not reach comfortable temperature. We regret that in these circumstances a refund of part or the entire supplement paid is not possible and your understanding of this important matter is an essential part of this reservation.

Orlando Vacation Rentals Services, LLC is not responsible for pool equipment failures. We cannot be held responsible for pool heaters that fail. Homes are privately owned and operated and we do not have the power to make decisions on behalf of the owner.

## **XII. No Smoking, Pets, or Firearms.**

All our homes are non-smoking properties. If you smoke we request that you do so outside. If you do smoke inside the property you will be charged \$200.00 to have the house shampooed and deodorized. Thank you for your help and understanding.

Please note that pets are not permitted in our homes unless prior arrangements have been made and the pet deposit is received. If it is discovered that a pet has been in a home, there is an automatic charge of \$169.00 to cover the cost of professionally cleaning all carpets and upholstery. There is an additional charge should a pest control company's services be required. You will also be asked to leave the home, forfeiting your stay and any payments or deposits made.

Firearms of any kind are prohibited in our vacation homes. If a firearm is discovered in your home, you will be asked to leave, forfeiting your stay and any payments or deposits made.

## **XIII. Trash**

Trash collection days will be posted within the home for your review. Trash must be placed in the bins provided and must be taken to the end of the driveway by 6:00 am the morning of collection. If there is excess of trash on departure due to not putting trash out there will be a **\$50 pickup charge**. If you have more trash than the container can handle please just drop it off at the community bin. All garbage must be bagged in 30lb or greater garbage bags.

## **XIV. Telephone Service**

Not all homes come equipped with telephone service. Some homes do. In most cases, unless otherwise noted, the phone service has been limited to the local calling area. For long distance calls, a credit card or phone card (which can be purchased at any local gas station or supermarket) will be required.

## **XV. Consumable Items**

In making your reservation with ORLANDO VACATION RENTALS SERVICES, LLC, you understand that your vacation will be self catering in nature. We do not provide consumables items. We provide one roll of toilet paper per bathroom at the beginning of your vacation. These will not be renewed. It is the responsibility of the guest to provide items such as washing up liquid, dishwasher powder (see folder in vacation home), washing machine powder, toilet paper, soap, shampoo etc.

## **XVI. Upgrades**

Sometimes events happen which are beyond the control of the property management company. As rental company we rent units on behalf of others. As such, we are constantly taking on new units and sometimes we lose the management of others. Occasionally situations arise when your first choice of property will not be available. We reserve the right to offer free upgrades to guests in this situation or any other circumstance. It is a term of your reservation that you consent to be upgraded. Examples of upgrades are as follows:

- Guests being given 3, 4, 5, 6, or 7 bedroom private pool homes when they have made a reservation for a 2 or 3 bedroom condo.
- Guests being put in a house larger than the one they made their reservation for.
- Reservations for 5, 6, and 7 bedroom homes being placed in two smaller homes close to each other
- The property that a guest had reserved is no longer under the management of the ORLANDO VACATION RENTALS SERVICES or partner companies. If this occurs, the guest will be offered a home of equal or

greater value as a substitute.

#### **XVII. Construction Work**

Guests recognize that Central Florida and, in particular, the Disney World area is growing and expanding quickly. As a result there is a lot of construction work in progress. Guests accept as a term of their reservation that construction work may be present near their vacation homes. If this occurs, guests may ask that they be moved to a new vacation home. However, this is only a request and cannot be guaranteed.

#### **XVIII. Insects**

Florida is a tropical state and as such insects and small creatures are inevitable and are not a cause for complaint. Their presence is no reflection on the cleanliness of the property. The home is treated regularly as part of a pest and termite control program. We advise you to keep all windows and external doors closed whenever possible; not only will this help keep bugs from the property but it will also enable the air conditioning unit to function more efficiently. If you feel alarmed by what you see please take a picture and call the management company and we'll send someone out. Florida is known for its critters and although we do our best to keep them out, they get in.

#### **XIX. Travel and Health Insurance**

Guests are advised to have appropriate travel/medical insurance in force for the period of rental. All matters arising with regard to loss or injury should be directed to the respective insurance company. We offer Travel Guard Trip Insurance. Please ask for details.

#### **XX. Personal Safety**

The owners cannot accept any liability for your personal safety during your residency at the rental property. Guests are reminded to exercise care as to personal safety of themselves and all party members. Whenever possible, valuables should be left secure and out of sight.

#### **XXI. Special Conditions**

As managers of the property, we, our servants or agents, will not be liable for any loss or delay occasioned by any of the following; strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/weather problems to transport, aircraft, closure of airports, or any other event beyond the owner's control.

#### **XXII. Responsible Party**

The person who makes the reservation and whose name is on the confirmation documents is the lead name. The lead name must travel with the group. The lead name is solely responsible for the reservation. This includes but is not limited to responsibility for damage to homes and making payment at check in and payments for deposits. We will only take instructions relating to the reservation from the lead name. Please note that the lead name will be responsible for payment for damage etc, even if they did not cause it, if it was caused by a member or their party / group.

#### **XXIII. If We Cancel Your Reservation**

In the event of circumstances beyond our control requiring us to cancel a reservation, i.e. acts of God, civil disturbances, riots, flood, drought, fire and legislation, only repayment in full of any monies paid in respect of the reservation will be made. We will do everything in our power to find suitable alternative accommodation, however we can accept no liability whatsoever in respect of any loss or damage sustained by the hirer in these circumstances.

#### **XXIV. Maintenance Issues**

Our main priority is to please you. As with all properties, our homes encounter unexpected maintenance problems from time to time. If this occurs we will do everything within our powers to fix the problem within twenty-four hours of it being reported. It is a term of your reservation that you accept things go wrong and cannot always be fixed during your stay or within 24 hours. If this should happen refunds will only be given at the discretion of THE OWNER. This includes but is not limited; air conditioning, appliances, TV's etc.