

BOOKING TERMS AND AGREEMENT (PDF Version)

If you'd like to make a reservation, please print the entire Booking Terms and Agreement for your reference. Then fill out and fax or mail the last page to us.

Fax: (604) 576-8557

Or mail to: Kazi Ahmed, 16672 80th Avenue, Surrey, BC V3S 6T8 Canada

Phone toll free: 1-800-414-2146 Ph: (604) 576-7470 E-mail: reservations@keywestvacation.us

Moon Over Paradise is owned and operated by Kazi Ahmed, President of Kazigraphy Inc., which is a registered corporation in the state of Florida and in the province of British Columbia, Canada.

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 or Credit Card (5% handling fee will be applied to credit card payments - Visa/Mastercard, Amex, Discover).
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, even if you book by check, bank draft or wire.
3. Security Deposits are as follows:

| | 1-2 Weeks | 3 Weeks - Monthly |
|-------------|------------------|--------------------------|
| Main House | \$500 | \$700 |
| Guest House | \$300 | \$500 |

4. This will secure the accommodation for you and will also used to cover any damages or missing items. It will also be used to cover 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 damages occur during guest stay, or if extraordinary cleaning, excessive laundry beyond normal usage, or excessive telephone charges occur during guest stay, the cost will be deducted from the Security Deposit.
7. 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.
8. 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 or will be credited to your credit card (less a 5% handling fee), after your vacation has ended and the house has been checked (subject to any damages, etc.). *If you pay by bank draft or money wire, there will not be any handling fee.*

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 & 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.

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.

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.

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 Years, Easter Holiday, Lobster seasons and Fantasy fest Weeks | = | Full Refund less \$250 if new renter is found |

TRAVEL INSURANCE

Hurricane Policy:

1. Hurricane refunds are not offered. If tenants are concerned about possible interruption or cancellation due to a impending storm, hurricane warning, or mandatory evacuation, tenants are advise to purchase *trip cancellation and interruption insurance*. This insurance offers a comprehensive cancellation and interruptions policy which protects your rental property investment in the event of a cancellation due to a sudden emergency before or during your trip.

CREDIT CARD COMPANY PROTECTION

Every day in America thousands of clients reserve holidays and fail to notify their accommodation providers that they later have cancelled or changed their travel plans.

Recent changes in the United States Federal Consumer Regulations now allow accommodation providers to charge penalties against client's cards when reservations were made over the telephone, when a name, address and a telephone number along with a copy of confirmation can be provided as evidence and a client *fails to abide by the cancellation policies* that are published by the accommodations provider. It is very important that you *do not reserve* any accommodation and then think your credit card company will protect you if you fail to abide by the posted Booking Terms that we advertise.

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. For the comfort and health of our guests who are sensitive to smoke, we strictly enforce this rule.

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 Kazigraphy, Inc. 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.

Telephone Use

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

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.
- trash not placed in its appropriate receptacle.
- 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 cans in - \$50;
- keep garbage cans tightly closed to keep racoons and cats 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: \$150 for the 4 Bedroom Main House and \$100 for the One Bedroom Guest House.

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 down 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.

LIMITATION OF LIABILITY

Children must, at all times, be supervised by parents. No occupants under the age of 25 are allowed unless accompanied by parent, guardian, or family group.

Only the number of adults and children specified in this agreement are allowed to stay as guests. The property is monitored 24/7 by surveillance cameras. **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.

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 Kazigraphy, Inc., its employees, the corporation or any individual connected in any way to Kazigraphy, Inc. 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. Kazigraphy, Inc. 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 Kazigraphy, Inc. and holds harmless any employee, the corporation or any individual connected in any way to Kazigraphy, Inc. 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.

Kazigraphy, Inc. 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.

Kazigraphy, Inc. 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.

BOOKING AGREEMENT (PDF version)

Phone toll free: 1-800-414-2146 Fill out form and fax to 604-576-8557.
Or mail to: Kazigraphy, 16672 80th Avenue, Surrey, BC V3S 6T8 Canada

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.

Address _____
(must be same as credit card billing address)

City: _____ State _____ Zip _____

Country _____ Home Tel: _____

Work Tel: _____ Cell: _____

E-mail: _____ Driver's License _____

Arrival Date: _____ Departure Date: _____

of Adults: _____ # of Vehicles: _____ # of Children: _____ Ages: _____

Guest Name 1: _____ Guest 2: _____

Guest 3: _____ Guest 4: _____

Guest 5: _____ Guest 6: _____

Guest 7: _____ Guest 8: _____

Guest 9: _____ Guest 10: _____

Credit Card Type: _____ Card #: _____ Total Amount US\$: _____

50% Deposit of total amount \$ _____ Balance Due \$ _____

Expiry Date: _____(Mo)/_____(Yr) Card Security Code (CSC): _____(usually a 3 - or 4 - digit number, which is not part of the credit card number, typically printed in the signature field.) Credit card information shall be held confidential and only used as set out in the Booking Terms.

Signature _____ Date: _____

Note: For guests' safety and protection of the property, please fax a copy of your driver's license with this agreement.

The following information contains restricted, confidential, and/or private information intended only for the designated recipient. If you are not the designated recipient please ensure direct delivery. If you have received this communication in error, please notify us immediately by telephone at 1-800-414-2146 and destroy this document. Thank you