

Terms and Conditions for the Privately by Owners - Heidi Strohschein and Juergen Kroeger - rented vacation houses Caribbean Island Supreme Deluxe, 610 SE 33rd ST, Cape Coral, FL-33904, Caribbean Island Grand Deluxe, 820 SE 43rd ST, Cape Coral, FL-33904 and Caribbean Island Dolphin View, 2526 SE 22nd Avenue, Cape Coral, FL-33904

1. Contracting Parties

The rental agreement (consisting of agreement and confirmation showing the rental period) is concluded between the guest/renter who is min. 25 years of age and the owners of the abovementioned houses Heidi Strohschein and Juergen Kroeger. The agreement is valid with one signature of the owners on the agreement. The contract is about the vacation house as shown and described on the websites. Any exemptions to the terms and conditions must be approved in writing in advance. Should the owner privately use closets or garages and it is not mentioned on the website the renter is not entitled to claim a refund of rent. Boats or other vehicles shown on pictures do never automatically belong to the house rental contract. Boats may be rented individually through the intermediaries Heidi Strohschein and Juergen Kroeger, house and boat rental contracts are not connected to each other. It might be the case the owner uses a part of the garage for a car or storage. There is no guarantee that the renter's car fits into the garage. Most houses have a privately used and locked closet and garage. This is known and accepted by the renter.

2. Rental Agreement / Rental Rates

The rental agreement may be sent by e-mail or fax. Confirmed and signed rental agreements are required for any rental agreement and reservation to be valid. Any rental agreement is independent and not connected with any other contracts like flight tickets or travel insurances. The address of the vacation house is mentioned on the top of the contract. The renter is obliged to double check the rental address which is also clearly stated on the website and the rental rates before signing the contract which shows the address on top of the rental contract to make sure he rents the house he wants to rent. The renter has to avoid any misunderstandings possible due to the similar names and addresses of the houses. Rental rates shown on a rental agreement are binding. Changes have to be made if a pricing error is obvious and unmistakable and could have reasonably been recognized as a mispricing or calculation error. Further reasons for changing the contracts are adding additional guests or if new taxes, government or cleaning fees etc. are valid for the time booked. Prices are liable to change at any time, but rental rate changes will not affect agreements in respect of which we have already signed as a confirmation. The boat dock on the premises may be used if the owner will be informed upfront about the boat rental company whose boat will be moored or if you bring your own boat. The boat lift does not belong to the rental contract and may be used if you rent a boat over the owner with Cape Escape Boat Rental, L.L.C.. A written confirmation from the owner has to be made in such cases before the arrival date.

3. Security Deposit

The security deposit is a refundable amount established as a safeguard against property damage. The security deposit funds may be applied for supplemental cleaning if the property manager determines that you did not leave the property neat and tidy, and in broom clean condition for the housekeeping staff. Security deposit is not meant to be to deduct any electric fees. Security deposit will be refunded within approximately 1-6 weeks of the departure date by check to guests from the US and Canada and by transfer to European guests. The renter makes sure the correct full address including zip code is supplied for the rental contract to avoid any problems sending the deposit back by mail. European guests please provide the IBAN number and the exact name of the owner of the account. Should a security deposit have been reimbursed unconditionally it does not rule out the option of asserting damage.

4. Payments

In order to reserve this rental property for the renter the owner must receive the signed agreement. The renter arranges the down payment mentioned in the contract within 1 week of initial reservation. Both the deposit and the payment of the balance including security deposit due will be paid 6 weeks ahead of arrival. Late reservations (confirmed within 6 weeks of the planned arrival date) will require payment in full. Payment is not accepted on arrival. The owners have the right to cancel the contract if payments are late. Failure to pay balance when due will result in the cancellation of reservation and loss of deposit. You will still be liable for the balance due. The renter will accordingly be responsible for any consequences. The owners are entitled to cancel the contract if the renter does not make the payments according to the contract.

5. Extra Charges

Extra charges not included in the contract are as follows:

- a. Electric fees: The renter has to pay electric fee according to price list valid at the time of the stay. The property manager and the renter read the meter during check-in and check-out and keep a written notice. Electric fee has to be paid cash to the property manager during check-out. Renters staying more than 3 weeks agree to make an interim payment every 2 weeks. Deposit is not meant to be to deduct any electric fees. Please note that it is recommended to close doors and windows to avoid extensive costs. High usage of the whirlpool will also cause additional electric power consumption.
- b. If the cleaning service needs to clean the grill, there is an extra charge to be paid directly to the property manager cash during check-out. We recommend that you always clean the grill after use for hygienic reasons.
- c. Additional mid-stay/interim cleaning fee has to be paid directly to the property manager.

6. Check-in / Check-out (arrival and Departure)

4 p.m. is the earliest allowed check-in time. This allows the housekeepers to complete their cleaning duties. The keys will be in the key box at the house from 4 p.m. for your convenience to enter the house in case of late arrival. Some houses do have a door lock that operates directly with the code. About 5-10 days prior to the stay the renter receives detailed house information and the code to access the key lock box or to be entered into the door lock. The renter has to contact the owners if the information is needed earlier and also - if for whatever reason - he will have not received any information to get access to the house 2 days prior to the arrival at the latest. You will find a notice about the time of the check-in on the kitchen counter. The renter will contact the property manager at least 2 days prior to departure to make an appointment to be checked out. This is the property manager: Sigrid Speese, phone 239-565-7717. Check-in and check-out before you leave is mandatory for all adult guests. There is plenty of information supplied important to all guests. The house has to be broom clean when the renter leaves the house. The renter puts all dirty dishes into the dishwasher and starts it. Towels are washed by the renter during the stay, excepted are the towels used directly before departure. Towels used on the final day and also beddings are going to be washed by the cleaning staff. Should the renter leave the house without any check-out with the property manager he will be held fully responsible for all damages.

7. Pets

Absolutely no pets allowed in the house or on the premises.

8. Smoking

Smoking is strictly prohibited. This house is a non-smoking, allergy-friendly house as advertised. You understand that smoking inside or near open windows or a door is prohibited and any violation will result in forfeiture of all deposit and be subject to additional damages. Smoking is permitted on the patio. Please use ash trays which are underneath the kitchen sink when you smoke outside, also on the dock. Proper disposal of butts is expected. Please do not throw them into the canal!

9. No Wheelchair and no Walker Access

The house is not accessible to wheelchairs of any size as it has either small hallways and/or steps. Wheelchairs and walkers have to stay in the garage and cannot be used in the house.

10. Condition of the House - Repairs and Damage

The renter agrees to maintain the house in the condition it was in at the time he took possession and to assume responsibility for any loss or damage beyond normal wear and tear. The renter will leave the house broom clean, i.e. that no extraordinary housekeeping will be required.

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after the departure (as mentioned under #6). Please notify the property manager about any kind of damage or defects occurring upon arrival within 24 hours. The renter agrees to both notify and reimburse for all necessary and reasonable repairs, replacement for damage or destruction of property caused by the renter or his guests, or for extra cleaning required. We recommend you take out property damage liability insurance. The renter agrees in case of official severe weather warnings, like hurricanes, big storms or tornadoes – if he does not put himself into any danger – to get outdoor furniture inside the house or garage and to put electrical roll down shutters down, if there are some. In accordance with the law, excessive noise (i.e. noise exceeding the generally recognized limits) is prohibited at any time. The renter and his guests have to refrain from making any noise at night between 10 p.m. – 7 a.m. Please avoid disturbing the peace of the neighbors. Do not exceed 55 dBA according Cape Coral Police Dept., i.e. neighbors should not hear any noise on their properties. To respect the neighbors full nudity is not permitted, female guests are asked not appear topless in the pool area. Service staff usually gets to the property without notice. Pool area has to be accessible any time, doors must not be locked. Renters comply with parking regulations and show consideration to neighbors. Dispose of garbage has to be in accordance with the usual practice at the property. Renters abide by any order issued by police or any regulation authority and refrain from engaging in any illegal, drunken, offensive or obscene behavior. Renters are responsible for guests and visitors. Due to health and safety and fire regulations guests must not sleep on couches. If you wish to add an inflatable queen-size bed, please ask the property manager. Furniture is not to be moved and only outdoor furniture is to be used outdoors. Re-tuning of the television/video system is not permitted. If re-tuning is necessary after such use, the guest will be required to pay any costs incurred.

11. Special Hint - AC, Gas Tanks, Pool, Children

The A/C should never run below 75°F as it can freeze in. If this was the case the repair costs of min. USD 200 had to be paid by the renter and for at least 2 days A/C was out of order. The gas tanks may be used at your own risk. Please make sure the gas tank is always shut off while it is not in use. If a gas tank is empty, please inform the property management and put the empty tank (without the cap on top) into the garage, where you find a replacement tank. We allow the hint that parents and guardians are responsible for the children. The pool is an unusual shape and corners due to the integrated beach zone (at the Caribbean Island Dolphin View) and steps and you might not expect them while you are swimming. Do not jump in the pool as it is not of the same depth throughout and not deep enough for safe jumps. The use of the pool is at your own risk. The renter is aware that not each and every pool or spa had a handrail. Due to several risks do not swim in the canal. The ladder is meant to be as an invitation to swim in the canal. Please consider the before mentioned hints and give this information to all guests and children. Please make sure that children are never unattended. The renter will be held responsible for all accidents or acts of god that may occur and for all damage caused, also caused by children.

12. Complaints and Objections

Complaints and objections to the house have to be reported in writing immediately to the property manager, severe ones also to the owners. Any kind of complaints and objections are against the owners and have to be submitted in written form on the day of occurrence. The renter will allow, in case of defects or damage, a reasonable period of time to solve the problem. You rent a house with pool, eventually with spa and heater. No one guarantees any certain pool and/or spa temperature. In case of real cool temperatures the heater may shut off automatically to avoid any damage. In this case do not put the heater on again.

13. Indemnification

Use of the property, its contents, equipment and facilities are at your own risk. The tenant shall indemnify and hold Property Owner and Property Manager free and harmless from any and all liability, claims, loss, damage or expenses arising by reason of any injury, death or property damage sustained by any person including tenant(s) or guest of the tenant, where such injury, death or property damage is caused by negligence or an intentional act of the tenant or any guest of the tenant. Notwithstanding anything to the contrary, this agreement is binding and effective when no signature is required, and renter's affirmative assent to the terms is expressed by renter's reservation of the house. The renter agrees to release owner from and against all liability if the following matters occur: war, riots and civil commotions, pests, natural phenomena, vermin plagues, official orders, unexpected construction works, any kind of noises, or occasional electrical power outage and water supply outage. The owner is a private owner and not a travel agent.

14. Occupants/Maximum Number of People

The renter understands that the rate was based on the number of guests represented during the reservations process. Guests aged 13 and over are counted as chargeable guests. Any party falsely representing the number of people in the home or exceeding the number paid for may be subject to immediate eviction without refund. Over occupancy is considered a serious violation of this rental agreement. Owner and property manager have to be notified of short-term visitors staying overnight.

15. Cancellation Policy

If the house is re-rented for the same days cancelled a prorated refund will be given. Should the renter cancel the contract the down payment will be forfeited. No refund will be given if property is not re-rented for the same days cancelled. With cancellation of the contract the remaining payment is still due and has to be paid according to the contract. To protect against the loss of your rental payments, travel insurance is strongly recommended. Non-observance of rules mentioned in nos. 4, 7, 8., 9., 10 and 14. of this rental terms may result in immediate eviction without refund. The renter agrees to release the owner from and against all liability should the owner due to unforeseen reasons and beyond the control of the owner be forced to cancel the contract. Should the house not be available due to the aforementioned reasons the owner is allowed to accommodate the renter in another comparable house with similar or better standard without the necessity to change the contract. There is no obligation to offer another house in that case.

16. Severe Weather Policy

Cancellations or early departures due to inclement weather do not warrant any refund. This includes hurricanes, storms, tornadoes and any nature occurrences. Please purchase travel insurance from your insurance company.

17. Book "Caribbean Island Information", Brochures and Informative Literature

The comprehensive book "Caribbean Island Information" and further informative literature is in the house and belongs to the inventory of the house. It is meant for you and also for future guests for information and support during your stays. It is neither permitted to take it nor to copy it without written permission by the owners. The information is as of press date. Errors excepted.

18. Passports, Visa, Foreign Currency Regulations and Health Regulations

The renter is responsible to fulfill all requirements and liable for all disadvantages resulting from any kind of non-observances.

19. Legal Venue

The legal venue for all disputes arising from this contract is Cape Coral, Florida.

20. Severability Clause

If any section, subsection, paragraph, sentence, clause, or phrase of this agreement shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this contract, which shall continue in full force and effect. The renter accepts the rental agreement. To this end the provisions of this contract are hereby declared to be severable. ©Copyright Juergen Kroeger & Heidi Strohschein