

# Holiday Home Rental Agreement

## 1 Rental details

- a) The Owner lets to Renter the following property: 10 Marine Village, Ballina, Killaloe, Co. Clare, Ireland.
- b) Maximum capacity is 8 Persons (inclusive of children), this may be extended to 10 persons with prior agreement of the Owner.
- c) No pets or animals are permitted unless prior agreement has been reached with the Owner.
- d) The rental property is strictly a non-smoking property.
- e) The rental property is equipped for a maximum of 8 people & furnished as per the household inventory list supplied in the welcome folder in the property. If anything is missing or broken on arrival please advise our agent within 24 hours of arrival.
- f) Reasonable utility costs (gas, electricity, water, cable TV, local telephone calls) are included in the rental price, excessive usage shall be billed as extra.
- g) Standard cleaning on departure including laundering of linens and bedding is changed as a separate cleaning €150 fee added to the rental price.
- h) The Renter is entitled to use all equipment inside the house excepting Items locked in the house & garden sheds.
- i) The Renter will be met by our agent upon arrival who will show the Renter around the property and provide the Renter with 1 house key and alarm FOB for the duration of the rental period on arrival, which must be left at the property on departure or handed back to the agent on departure or alternate arrangements made.
- j) The agents contact details and directions and maps will be forwarded to the Renter following final payment.

## 2 Rental period, price, arrival and departure

- a) The property is let to the Renter from 15:00 on arrival date until 10:00 on the departure date.
- b) At the end of the rental period the Renter shall leave the property in the same condition to that in which it was found. Any exceptional cleaning costs incurred by the Owner may be passed on to the Renter at their sole discretion.
- c) The Renter agrees that he and any person associated with him or person permitted to enter the property during the rental period shall vacate the property in a timely manner at or before 1000 on the last day of the rental period.

## 3 Rental price, security deposit, booking deposit and payment methods

- a) The rental price quoted is payable in 2 amounts, a deposit paid at reservation and balance payment.
- b) A non-refundable booking deposit of €300 is required to reserve the rental period & the balance is payable in full 1 month prior to arrival.
- c) All rentals made 1 month or less from arrival are payable in full on initial reservation.
- d) A security deposit of €300 is payable with the remaining balance and will be refunded after departure (within 2 weeks) once the property has been inspected and any overly excessive utilities charges (Gas, water, electricity, Pay per view TV or International Telephone calls), damaged or broken property items replacement or repair costs or extra cleaning costs have been notified & deducted.
- e) The requested rental period will be marked tentative and only as reserved upon receipt of booking deposit.
- f) The terms of this agreement are deemed accepted via the use of reservation acceptance on online booking systems.
- g) Please note any funds transfer fees are the responsibility of the Renter whether transmitted to or from the Owner.
- h) VAT / TVA is not charged, collected nor reclaimable on this transaction.

## 4 Cancellation, date amendment, late arrival or early termination

- a) If the Renter terminates this Agreement prior the reserved arrival date or if the Renter fails to arrive on or during the agreed rental period for any reason whatsoever they are liable for the following penalties:  
Cancellation 1 month or greater prior to arrival will result in loss of booking deposit.  
Cancellation 1 month or less of arrival will be charged at 100% of the agreed rental.  
It is strongly suggested that the Renter purchase travel or holiday insurance to cover such events.
- b) Should the Renter request to amend their reserved rental period after a confirmed reservation has been made, the Owner shall endeavor to accommodate the Renters request where possible. Where the total number of nights booked is reduced by the Renter, the Owner reserves the right to not refund nights not stayed but previously reserved. Amended dates will be recalculated at the current rates of nightly rental.
- c) If the Renter arrives later than the reserved start date no refund will be offered.
- d) If the Renter terminates their stay before the agreed departure date for any reason whatsoever, they are not entitled to any refund.
- e) Failure to pay the rental balance in full by the date indicated on the invoice without prior agreement may result in the Owner terminating this contact in full and loss of any booking deposit paid.
- f) Should either a) b) c) d) or e) occur the Owner reserves the right to thereafter rent the property to another Renter for that same period.
- g) Should the property through some unforeseen event or for some unknown reason, subsequently become unavailable for the reserved dates, the Owner will make all reasonable efforts to find comparable alternative property for the Renter during the same period. Should the Owner be unable to find comparable alternative accommodation or should the Renter not accept the solution provided, in all cases the Owners liability shall be limited to refund of rental price & deposit received or accommodation in the same property on alternative dates if acceptable. As much advance notice of the change will be provided to the Renter as soon as reasonably possible.

## 5 Liability and responsibilities of the Renter and insurance.

- a) The rental property including the furniture and all other contents are to be treated with care. The Renter is held responsible for the actions of other people, including any guests or visitors they might have, within the house and its grounds during the rental period. The Renter shall be held liable for any damaged goods, theft, damage to the property or damage to anything else related to the property whether caused by themselves or their accompanying guests or visitors. Notwithstanding the security deposit, the Owner reserves the right to pursue the Renter for full compensation in respect to any damage occasioned during the rental period whether accidental or malicious that is not covered by the insurance policy in place on the property and / or in excess of the security deposit.
- b) The Renter assumes responsibility for the security of the property for the duration of their stay, undertaking to secure all doors and windows at nighttime and whilst away from the property. A security alarm with panic buttons is provided.
- c) Faults found during the rental period are to be reported to the Owner's agent immediately.
- d) The Renter agrees to follow and abide by the house rules. A copy provided in the property.
- e) The property and its contents are maintained in good working order and the Renter agrees that the Owner shall bare no responsibility whatsoever for any loss, injury or death to the Renter, the Renter's family or guests resulting from their renting, using or staying in the property including but not limited to; its gardens, garden furniture and fittings, house and its interior fixture and fittings, property access and approaches.
- f) The property is insured for standard buildings & contents insurance including fire and public liability in excess of €5,000,000. All Renters are advised to purchase travel insurance that includes sufficient personal accident and liability protection and travel cancellation or curtailment coverage.

## 6 Agreement wording and clause

- a) Any changes and alterations to this Agreement are to be requested in writing. Any failure to accept this Agreement does not constitute grounds for a refund of booking deposit
- b) If any of the requirements set out in this Agreement are inoperative or impractical, or become so after acceptance of this agreement, the effectiveness of the remainder of the Agreement will not be affected.
- c) This Agreement relates to the laws of the Republic of Ireland and any legal case taken shall be heard in a court in thatland.