

## Il Mandorlo

### Vacation Rental Agreement

Thank you for choosing Il Mandorlo as your base in Southern Tuscany! We look forward to having you as our guest to experience all that Il Mandorlo and the surrounding area has to offer.

**YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.**

Please let us know the details of your reservation by providing the information requested below. Then, sign and return to the address provided.

Name:
Address:
Contact Phone:
E-mail:
Arrival Date:
Departure Date:

Please provide the names of the people joining you:

Base Weekly Rate:
Extra Person Charge (US\$20 per person over fourteen people per night):
Total Weekly Rate:
Number of Weeks:
Total Rent:
Deposit Payment Amount (30% of Total Rate):
Deposit Payment Due Date (within 15 days of booking to hold reservation):
Final Payment Amount:
Final Payment Due Date (45 days prior to Arrival Date):

The term "Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Tenant," "You," and "Your" as used in this Agreement shall include Tenant's heirs, successors, assigns, guests, invitees, representatives and other persons on the Premises during Your occupancy (without regard to whether such persons have authority under this Agreement to be upon the Premises), where the context requires or permits.

Owner, hereby rents Il Mandorlo to you for the period of time specified in this Agreement, and You agree to pay the amount of rent, taxes and other fees set forth in this Agreement, and to abide by all of the terms of this Agreement including those concerning check-in and check-out. All guests, including non-paying guests, agree to the terms herein.

**Reservation Deposit:** 30% of total rent is due within 15 days of booking. The remaining balance is due 45 days prior to arrival date.

**Cancellation:** If notice of your cancellation of the reservation is received and acknowledged in writing by the Owner more than 45 days prior to your of arrival, the cancellation fee will be 50% of your deposit payment(s). If notice of your cancellation is received and acknowledged in writing by the Owner within 45 days of arrival, the cancellation fee will be 100% of your deposit payment(s).

**Arrival/Departure:** Please complete the Pre-Arrival Form that can be found by clicking on the in the following link, (<http://mandorloitaly.com/contact-massimo/>), and communicate with Massimo, the house manager, so he can greet when you arrive at Il Mandorlo. Massimo will give you an orientation of the house, the grounds, and the surrounding area. Massimo can also assist with setting up extra housekeeping, hiring of cooks during your stay, or arranging other services that may be available.

**Check In / Check-Out:** You agree that the check-in time begins no earlier than 3:00pm and check-out time is no later than 10:00am, unless pre-arranged.

**Location and Directions:** Visit [www.mandorloitaly.com/location](http://www.mandorloitaly.com/location) for the location of Il Mandorlo, and for directions from Rome and Florence.

**Housekeeping:** Linens are provided and the house is well stocked with extras. You will receive light house cleaning on the Wednesday of your stay. The cleaning includes the bathrooms, kitchen and all common areas.

**Maximum number of guests:** Il Mandorlo comfortably sleeps fourteen. If your party exceeds fourteen, there is an extra person charge of \$20.00 per night per extra person.

**Pool:** The pool at Il Mandorlo is seasonal and it is not heated. The pool is generally open from May through October.

**Pets:** Pets are typically not allowed at Il Mandorlo, but feel free to contact us if you would like to discuss an exception.

**Mailing Address, Phone and Fax Number :**

Il Mandorlo  
Cosona  
Pienza  
Siena 53026, Italy  
Phone and Fax: 0578 749 050 (note: if your call is originating from the United States, you will need to precede the phone number with 011 39 for direct dial).

*Long distance calls are metered and you will be required to reimburse the Owners for any long distance fees. This reimbursement will be collected by the house manager upon your departure.*

**Indemnification and Hold Harmless:** You agree that the Owners are not responsible for any valuables or personal items left on or in the premises during or after your stay. You further agree to be responsible for damage or loss to Il Mandorlo or its contents (normal wear and tear excepted) that occurred during your occupancy. You agree to indemnify and save harmless the Owner for any liabilities, theft, damage, cost or expense whatsoever (including but not limited to attorneys' fees) arising from or related to any claim or litigation which may arise out of or in connection with Your use and occupancy of Il Mandorlo including but not limited to any claim or liability for personal injury, damage or theft of property or theft of property or infringement of intellectual property rights (e.g., illegally downloading video, audio or text files via any internet service located at Il Mandorlo) which is caused, made, incurred or sustained by You as a result of any cause, unless caused by the grossly negligent or willful act of Owner. The Owner is not providing any other warranty of any kind, except as otherwise expressly provided herein, whether written or oral, statutory or contractual, express or implied.

**Miscellaneous:** This Vacation Rental Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, or agreements. No modification of this Agreement shall be binding on either party unless it is in writing signed by both parties. Each section, subsection or paragraph of this Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior written oral negotiations, representations, or agreements. No modification of this Agreement shall be binding on either party unless it is in writing signed by both parties. Each section, subsection or paragraph of this Agreement shall be deemed severable and if for any reason any portion of this Agreement is unenforceable, invalid or contrary to any existing or future law, such unenforceability or invalidity shall not affect the applicability or validity of any other portion of this Agreement. For all purposes hereunder, facsimile or electronic signatures shall be deemed to be originals and such signatures shall be given the same effect as would an original signature.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

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

Please mail this signed Vacation Rental Agreement, along with a Reservation Deposit check payable to Matt Phillips at the following address:

Il Mandorlo  
Matt Phillips  
1700 Broadway, 34th Floor New York, NY 10019 212-527-8030

*If there are any questions regarding any of the information outlined in this rental agreement, please contact Matt Phillips at [mphillips@wingedkeel.com](mailto:mphillips@wingedkeel.com) or 212-527-8030.*

**Thank you again for choosing Il Mandorlo! We hope you have a wonderful visit! [www.mandorloitaly.com](http://www.mandorloitaly.com)**