

Villa Sant'Andrea, Cortona, Italy

PLEASE SIGN AND RETURN ONE COPY AND RETAIN ONE FOR YOUR RECORDS

Terms and Conditions Rental Agreement

Sant'Andrea a Baciolla, Inc.
10 Old Tyler Court
Greenville, SC 29615
864 289 0103

Prices: All prices are in US Dollars.

Rental Fees include: Accommodations as specified, linens, electricity, gas heat, water, satellite TV, internet service and voice over ip telephone service, (but not telephone from local phone service) cleaning service at departure, firewood and all types of accommodations taxes.

Rental Fees DO NOT include: Telephone service, any services listed under "Optional Services" such as tours, wine cellar, cellular telephone service charges, air-conditioning charges, security deposit, travel insurance for tours and services, heating cost of the swimming-pool, heating for the villa, taxes on items purchased in Italy, for example wine from our wine cellar and telephone charges (20% IVA).

Rental Week: Saturday to Saturday

Arrival and Departure: Arrival time is between 4:00pm and 8:00pm, Saturday afternoon. Late or early arrivals may be arranged with advanced notice of at least 48 hours.

At least 48 hours prior to arrival, guests must contact the property manager to arrange a meeting time at the house to pick up keys:

Dr. Carol Coller e mail to: c.coller@technet.it cellular: (from USA use prefix 011 39) 348 5928188

At arrival all adult guests will be required to go on a "walk-through" of the house. Many things in Italy are different from the USA and we must explain all of these items to each adult for your safety.

Departure is by 10:00am the following Saturday. Late departures will be charged an additional \$250.00.

Accommodations:

The total number of persons in the rental party shall not exceed 17 persons. Outdoor camping is not permitted on the property. Any person disregarding this policy will be asked to leave without refunding any amount.

Reservations:

Reservations may be made via phone, fax, e-mail or postal mail. A deposit is required within 7 days of the booking.

Deposits:

A 10% non-refundable deposit is required at the time of reservation. If you would like to purchase any of the OPTIONAL SERVICES an additional 10% of the total purchases is requested.

60 days: An additional non-refundable deposit of 40% is then required 60 days prior to arrival, including the optional services. If the initial reservation is made at 60-90 days prior to arrival, then 50% of the total is required at this time.

30 days: Non-refundable balance in full of the rental price of the home, any optional services requested, the \$900.00 refundable security deposit, any tours or services purchased through us is required 30 days prior to arrival.

Security Deposit: A \$900.00 security deposit is required at 30 days prior to arrival. Damages to the property, items within the house or property that have been damaged or broken will be charged the replacement value or the cost of the repair. Repair, replacement or theft of items or services left unpaid for will be deducted from this amount. The balance will be refunded to the client after all debts have been satisfied generally within 30 days of departure from the property or within the time it takes to determine any damages or repairs. The client agrees to pay the replacement cost of any item that is damaged or missing. For the convenience of a smooth departure, we will be happy to deduct the charges incurred for the service of the in house telephone,

cellular telephone cards, and purchases made at the wine cellar from your security deposit.

Insurance:

Travel insurance is highly recommended for all persons staying at Sant'Andrea. Travel Insurance is available through your choice of carrier or through these companies: Access America, www.accessamerica.com, 1-800-729-6021 or 1 World Insurance, www.1worldinsurance.com, 1-800-279-2290 ext 444

Cancellations and Refunds:

NO REFUNDS will be made on deposits. If in extreme cases of injury, illness or death we will make an effort to postpone the rental to a suitable date. We will be happy to refund the security deposit of \$900.00 after all debts are settled. No refunds will be issued for any unused portion of the rental week.

In the event that you reserve a tour, cooking service or other service through Sant'Andrea a Baciulla, Inc. and show just cause that such tour or service was cancelled or unsatisfactory, Sant'Andrea a Baciulla will be liable only to refund the amount paid for this service and only for complaints submitted in writing within 15 days of such service.

Cancellations by Sant'Andrea a Baciulla, Inc.:

If for some reason beyond our control your booking period should have to be cancelled, for example, acts of nature such as flooding, fire, etc. or for such a reason we could not adequately provide you with the property in a satisfactory and safe condition, we will refund all deposits before your departure. If requested by the client in such event, we will do our best to locate another suitable rental property for the time desired.

Utilities:

Our clients must understand that many of the conveniences, which we accept as normal here in the USA, are not always as readily available in Italy. You should understand that the electrical systems in Italy function on a 220-voltage current. We have done everything possible to supply our clients with the luxuries of American outlets in some parts of the house. In Italy, each household receives an allotment of electricity. We have a permit for 4 households of normal electricity. To be sure that you do not go over the allotment, and lose power temporarily, it is wise to turn off lights, air conditioning, or other appliances when not in need. You may experience a power outage while in Italy during a storm or other related interferences, which is fairly normal in Italy and elsewhere in the world. Also, the telephone system can also experience outages at times, which is also fairly normal in Italy and elsewhere in the world. The water at Sant'Andrea is pumped from our well, which is also controlled electrically. One of the heating systems is a gas boiler, which is also started, and climate controlled electrically. For your convenience there are also wood stoves and fireplace inserts for additional heating. Please understand at time electrical outages may occur are totally out of our control. If your experience a problem such as this, please contact our property manager who will report it to the authorities immediately. We have installed a generator for emergency situations and will be operated by the grounds keeper. Generally the outages are for short periods of time. We cannot make refunds due to happenings such as these during your stay.

The cost of using the heating for the swimming pool is not included in the rental rate.

The cost of using the air-conditioning is not included in the rental rate.

The cost of using the central heating is not included in the rental rate, however, firewood is available in abundance for the wood stoves and fireplace inserts which are capable of heating the villa alone.

Terms and Conditions for Heating and Air Conditioning Use:

The cost of using the Air conditioning at Villa Sant'Andrea, Cortona, Italy is not included in the rental rate.

Upon arrival, I (we) understand that it is my (our) responsibility to read the meter(s) for the air conditioning with the property manager and to sign the count of the meter(s) upon arrival and also upon departure. I (we) agree that we will accept the charges and will allow these charges to be deducted from our security deposit or that I (we) will pay them directly to Sant'Andrea a Baciulla, Inc. I (we) understand that these charges will include the 20% IVA added tax. I (we) agree that if we do not sign the count of the meter(s) that I (we) will accept the charges applied during the rental period for the party under my (our) care.

Initial _____

The cost of using the Central Heating (gas powered) at Villa Sant'Andrea, Cortona, Italy is not included in the rental rate.

Upon arrival, I (we) understand that it is my (our) responsibility to read the meter(s) for the heating fuel with the property manager and to sign the count of the meter(s) upon arrival and also upon departure. I (we) agree that we will accept the charges and will allow these charges to be deducted from our security deposit or that I (we) will pay them directly to Sant'Andrea a Baciulla, Inc. I (we) understand that these charges will include the 20% IVA added tax. I (we) agree that if we do not sign the count of the meter(s) that I (we) will accept the charges applied during the rental period for the party under my (our) care.

Initial _____

Policies:

Please respect our request to keep Sant'Andrea a **NO SMOKING** property, as it is a very important historical building and we wish to maintain it in the best of conditions. No pets are permitted.

At the time of your arrival, you should find the house to be clean and in good working order. If however, you should find something out of working order, please contact the property manager at the number provided to you above.

Release of Claims and Acknowledgement of Risk

I (we) do hereby expressly waive, on my behalf and that of my heirs, any and all claims, causes of action or demands of any kind against Sant'Andrea a Bacialla, Inc., their employees or affiliates, or anyone hired as a contract laborer by the corporation or it's management and agree that Sant'Andrea a Bacialla, Inc. shall not be liable for any injury, death, illness, or material or physical loss including mental distress, loss of enjoyment, inconvenience or expense occasioned by an act or omission of any supplier providing tour services, cooking services, cleaning services, cooking lessons, or any other service arising during my voluntary participation in the above described rental of the Villa Sant'Andrea located at Via Farinaio 118, 52044 Terontola (Arezzo) Italy.

Initial _____

I (we) accept the risks inherent in travel in a foreign country by air, land or water, including horseback, boat, mountain bike or any automobile driven by myself or by any other person including anyone who is an employee or hired as a contract laborer or any other person contacted by such persons on behalf of the rental party while staying at Villa Sant'Andrea located at Via Farinaio 118, 52044 Terontola (Arezzo) Italy. I have been informed of a recommended travel insurance company to cover such incidents.

Initial _____

I (we) understand that at the rental property of Villa Sant'Andrea, Via Farinaio 118, 52044 Terontola (Arezzo) Italy there is a swimming-pool which is unfenced to the persons renting the property. I accept the responsibility and risks of injury or death or illness involved to myself or any children in the rental party regarding the unfenced swimming-pool and will agree to maintain standards of safety around the pool which include at least one alert and aware adult guarding any child under the age of 18. I agree not to run or take glass objects to the pool area to avoid injury. I agree to keep a certified life jacket on any child who cannot swim while around the pool area. I agree to warn children of the dangers involved around a swimming-pool and of these rules. I agree that I, nor the members of the party nor the guests during the rental period, will not sue Sant'Andrea a Bacialla, Inc, the owner, or any other staff or person connected to the rental property for any bodily injury, death, physical or emotional damage that may incur during the rental period at Villa Sant'Andrea in Cortona Italy.

Initial _____

I (we) understand that while every effort is made to uphold high standards in all areas of the rental property and that the restorations of the property in 1999-2000 have brought the house up to new standards of electricity, plumbing, and other safety matters, that due to the historical nature of the house at times problems can occur with equipment, utilities, supplies, or furnishings. I also understand the tap water at Villa Sant'Andrea, Via Farinaio 118, 52044 Terontola (Arezzo) Italy comes from a well on the property. I have been advised that the water has been tested as safe drinking water but understand the risk of drinking unfamiliar water and have been advised that I should drink bottled water while renting the villa.

Initial _____

I (we) also understand that while every effort is made to uphold high standards of food quality with the persons contacted to cook meals for we the renters on occasion, that I may eat and drink unfamiliar foods or beverages and do not hold the corporation, it's management of contracted laborers or suppliers responsible for any sickness, injury or death regarding food or drink of which I have voluntarily partaken.

Initial _____

Dates renting Villa Sant'Andrea _____

Printed names and signatures of all adults renting villa Sant'Andrea:

Date of signature:

Please mail to:
Sant'Andrea a Baciolla, Inc., 10 Old Tyler Court, Greenville, SC 29615