



## READ CAREFULLY PRIOR TO COMPLETING AND SIGNING THE BOOKING CONTRACT

**1 CONTRACT** Advertisements contained in The Parker Company (TPC) website or brochures are not to be treated as an offer to contract. This contract is subject to all conditions set forth herein; and together with the Confirmation and Voucher represents the entire agreement of the parties. No firm booking/contract is made until payment is received and processed.

**2 PROPERTY INFORMATION** TPC has taken care to ensure the accuracy of all information related to the properties advertised, but nothing in TPC website or brochures nor any suggestion expressed by a TPC employee shall be treated as a term or condition of this Contract. Client (*the person making this booking*) determines his/her own needs, requirements and expectations when selecting a rental property (*the property*). TPC shall not be liable for any difference of opinion as to the condition or quality of the properties advertised.

**3 PAYMENT** The Client acknowledges being a member of the traveling party and shall pay a partially **non-refundable** deposit of 50% of the total price at the time of booking. Balance is due 60 days prior to the rental date. For bookings made within 60 days of the rental date, the entire amount is due at booking. The Contract is terminated for any payments not made on time and all deposits are retained as a cancellation charge. If payment is by credit card, only the Client's credit card can be used for all payments. Final payments are confirmed by the Client's own bank or credit card statement, subject to receipt by TPC.

**4 TRAVEL INSURANCE** Clients are **strongly advised** to protect their investment by purchasing Travel Insurance. Available separately from an insurance carrier, Travel Insurance protects Clients from financial loss before and during a trip for cancellations that occur for a covered reason. TPC does not cover losses due to Client's personal or family circumstances.

**5 VOUCHERS & DOCUMENTATION** Client agrees that all communications by TPC are made to the Client. It is the Client's responsibility to disseminate relevant information to members of their party. Client receives vouchers, addresses, driving directions, contact names and telephone numbers 21 days prior to departure, provided full payment has been received and processed by TPC.

**6 TRANSFERABILITY** The Client may irrevocably transfer this booking to another person. The request must be made to TPC in writing, requires the transferee to sign a Booking Contract and is subject to an administrative charge of \$100 USA (£65 UK).

**7 CLIENT CANCELLATION CHARGES** All cancellations are subject to penalties based on the date TPC receives Client's written notice of cancellation. These charges are immediately payable by the Client: (i) 60 or more days prior to the rental date; a charge of 30% of the full price. (ii) Between 59 and 31 days; a charge of 50% of the full price. (iii) Less than 30 days before the rental date; 100% of the full price. Changes to either the rental date or property are a complete cancellation.

**8 MODIFICATION OR CANCELLATION BY THE PROPERTY OWNER OR TPC** This Contract may be modified or cancelled at any time in any case where it is necessary to do so as a result of a force majeure or any other occurrence outside of the control of TPC. TPC will assist the Client in offering a new booking. The Client is responsible for any rental cost increase due to a new booking. In the event a new booking is not possible, TPC will provide a full refund of monies paid for the cancelled Contract. TPC shall not be responsible for any other direct, consequential or incidental losses incurred by Client.

**9 ANIMALS** Clients cannot bring animals to the properties.

**10 PARTY SIZE** Including the Client, the number of guests lodging at any one time cannot exceed the total party size specified in the Confirmation. Failure to comply will result in additional guests being turned away and/or the eviction of the entire party at their own expense. Unless otherwise stated in TPC's website or brochure, only one child under 2 years of age whose bedding is provided by the Client is not counted as part of the total party size.

**11 CHILD/INFANT SAFETY** Clients must provide their own portable crib/cot or bassinet. Any such equipment found at a property may not conform to common safety standards, is not inspected by TPC and Client uses at his/her own risk.

**12 BEHAVIOR** Guests must act responsibly and with respect towards other guests, the Keyholders (*the property owner or manager in charge of the property*) and their staff at all times. TPC reserves the discretionary right, acting in good faith, to require any individual to vacate a premise for disruptive behavior, without any refund.

**13 SWIMMING POOLS** Swimming pools (*where available*), are open from the last weekend in May to the first Friday in October unless otherwise stated. Clients and all guests avail themselves of the pool, pool area, hot tub and sauna at their own risk. Lifeguards are not provided.

**14 NOT INCLUDED IN THE CONTRACT PRICE** Consumables of any kind such as food, condiments, cleaning supplies, soaps and paper products are not included in the contract price. Travel arrangements, insurance and transportation are also not included in the contract price.

**15 INCLUDED IN THE CONTRACT PRICE** Unless otherwise specified in the individual property information by TPC, the normal use of water, cooking gas, as well as basic cooking utensils, pots, pans, glassware, dinnerware and flatware and one set of linens per bed and one set of towels per person, per week are provided. Internet service in Italy is slow and less reliable than in other countries. TPC is not liable for any disruptions or shortcomings in internet service.

**16 PAYABLE LOCALLY AT EXTRA COST** Unless otherwise specified in the individual property information by TPC, telephone/data line usage, cleaning services, heat (*generally available from November through March*), firewood, extra linens (where available), and electricity when air conditioning is present are payable locally in cash Euro and will be deducted from Client's security deposit or paid at the time of delivery. Client is responsible for any amount exceeding the security deposit. By law, some Italian communities require the Keyholder to collect lodging taxes from all guests in cash Euro prior to departure. Rates set by each municipality vary. All lodging tax listed in the individual property information by TPC must be considered solely as a guideline for planning purposes as tax rates and any localities adopting them are likely to change without notice.

**17 RESERVING ADDED SERVICES** Requests for added services, such as a maid or cook, must be made to TPC when booking. Each request made after booking is subject to a \$20 USD (£15 UK) administrative charge. These services are subject to change and are not included in the contract price unless otherwise specified in the individual property information by TPC. TPC makes no representation as to the level or quality of the service. Payment is due in cash Euro on the service date. Changes require a minimum of 60 days notice and are subject to \$20 USD (£15 UK) administrative charge and keyholder acceptance. Cancellations or a decrease in the number of participants or hours within 30 days of the rental date are not accepted. Client cannot employ outside cooks and third party service providers.

**18 CASH SECURITY DEPOSIT** A security deposit in cash Euro as specified in the Confirmation is payable upon check-in at the property. The Client is responsible to maintain and leave the property in the same condition of cleanliness and repair as upon arrival and remove all trash to the nearest town trash and recycling receptacle in the event the property location does not offer pick up service. Any loss or damage to the property, its fixtures or fittings will be deducted from the security deposit. Client is further responsible for any damages exceeding the security deposit. Prior to departure, it is the Client's responsibility to obtain an accounting of the deposit and collect the unused portion.

**19 ARRIVAL/DEPARTURE TIMES** Unlike hotels, arrival and departure times are fixed appointments with a keyholder waiting to greet the Client. Clients are scheduled to arrive at 4 PM and earlier times are not possible. Missed appointments may result in waiting charges and delayed or denied admittance. If needed, Clients must seek alternate lodging at their own expense until a new appointment can be set. Properties must be vacated by no later than 10 AM on the specified departure date. Requests to change appointments must be made with a minimum of 60 days notice prior to the rental date and are subject to keyholder acceptance.



**20 COMPLAINTS** Although every effort is made to maintain properties in good order, wear and tear is unavoidable. Upon arrival, Client must inspect the property and upon discovery, immediately report any concerns by calling the Italian phone number provided on the Voucher for TPC's staff. Speaking with keyholders and property employees is not considered reporting a problem to TPC, as such individuals are not hired by TPC. Client agrees to remain accessible at the property and allow TPC sufficient time to resolve the situation or at TPC's discretion to find a suitable replacement. Failure to report a problem or condition during a rental constitutes Client's acceptance of the circumstance and negates any claim thereafter. Complaints raised after the rental period will not be considered. In the unlikely event that TPC deems that it can neither rectify the problem nor find a mutually acceptable replacement, Client shall accept a refund not in excess of the unused portion of the rental. Clients vacating a property without authorization from TPC and/or failing to accept the good faith remedies offered by TPC waive any claim thereafter. Disturbances or noise caused by third parties outside of the property are beyond the control and liability of TPC.

**21 LIABILITY** TPC, its employees and/or agents shall not be liable for any accident, injury, damage or loss, however caused, which may occur relating to this Contract and/or the property which is the subject of this Contract. Client shall take reasonable precautions to safeguard person, possessions and property.

**22 DISPUTE RESOLUTION** TPC and the Client expressly agree that all disputes arising out of this contract, not administratively resolved by TPC, shall be resolved applying Massachusetts law exclusively in the courts of Essex County, Massachusetts, to the exclusion of all other courts, forums and jurisdictions. TPC must receive notice of any dispute in writing and any legal action must be commenced within 90 days of the end or cancellation of the rental. Client shall be responsible for TPC costs of collection including reasonable counsel fees.

**23 ACCEPTANCE** The Client making the booking and all members of the traveling party agree to accept and abide by the terms and conditions of this contract.

## RENTAL POSTPONEMENT COVERAGE



**Summary of coverage** Rental Postponement Coverage (RPC) allows the Client to postpone a Parker vacation involving one or more eligible properties totaling three weeks or less without incurring cancellation penalties in paragraph 7 of the Booking Conditions. No reason need be given for postponing the vacation. Please note, RPC is **not** travel insurance and does not provide a monetary refund when claimed. Properties excluded from coverage are noted in the description.

**How does RPC work** Since it is not possible to ensure that the original properties booked will be available in the future, a Credit Voucher for the actual amount of money paid minus the cost of RPC is issued. RPC Credit Vouchers can only be applied towards future Parker property rentals that take place within three years of the RPC Credit Voucher issue date.

**What does RPC cost** The **non-refundable** cost of RPC is 7% of the total rental cost.

**When must RPC be purchased** RPC can only be purchased at the time of booking by submitting the entire RPC premium along with the required full or partial rental payment. Only the client making and paying for the booking has the option to purchase RPC.

**When does coverage begin** Coverage begins once the payment is processed acknowledging that the Client's request for RPC has been accepted and is in effect. The Parker Company reserves the right to reject applications.

**Submitting a claim** The Parker Company must receive the Client's signed request for postponement in writing by 72 hours prior to the vacation start date and time (GMT +1) of the first covered rental. Submitting a claim postpones the entire Parker vacation.

**RPC Credit Voucher** Once a claim has been processed, The Parker Company will issue an RPC Credit Voucher equal to the amount paid by the Client for the covered rental(s). The voucher is valid for three years from the end date of the last covered rental that was postponed.

**What is not covered** Claims received within 72 hours of the vacation start date; no-shows, late arrivals, missed days of rental, partial stays, partial postponements and early departures from any portion of the vacation are not covered and remain subject to all of the terms of the Booking Conditions. RPC is strictly intended for postponement, and cannot be used to switch from one property to another within the original date range. For vacations involving more than one week, all weeks must be postponed in their entirety to be eligible. There is no coverage and no voucher will be issued unless all payments due under the Booking Contract have been received by TPC.

**Redeeming your Voucher** The voucher can be applied as payment towards a new rental property booked through The Parker Company and occupied within three years from the issue date. The voucher is not redeemable for cash in whole or part and cannot be used for other Parker products and services. When rebooking, if part of the voucher amount remains unused a new voucher bearing the original issue date will be issued for the unused amount. Coverage ceases once a new booking is made or at the end of the three year term, whichever comes first. When rebooking, RPC can be purchased to cover the new booking. All or any portion of a voucher not redeemed within three years is forfeited.

**Transferring your Voucher** The Client may transfer in whole or in part the value of an RPC Credit Voucher to another person(s) within the three-year life of the voucher. Each new voucher issued is subject to a \$50 (£35 UK) modification fee; will bear the original issue date and be subject to the same conditions.

## AGENCY BOOKING INSTRUCTIONS



1. Select at least three homes that interest you and contact your Travel Agent for property availability.
2. Once your Travel Agent confirms to you that a property is available, complete, sign and submit the Booking Contract, with payment to the Travel Agent within two days.
3. Upon Parker's receipt of payment and completed Booking Contract your Travel Agent will be sent a Confirmation of your rental.
4. Final payment is due 60 days before the start date of your first rental.
5. A minimum of 21 days prior to your departure your Travel Agent will receive a packet containing: Rental Voucher/s, Villa Direction/s and other important information.

**AGENCY BOOKING CONTRACT**



**1. PERSON MAKING THIS BOOKING AND SIGNING THE BOOKING CONTRACT (THE CLIENT)**

CLIENT FIRST & LAST NAME

CREDIT CARD BILLING ADDRESS

CITY STATE ZIP

**2. TRAVEL AGENCY**

AGENT

AGENCY

ADDRESS

CITY STATE ZIP

PHONE IATA #

EMAIL

HOW DID YOU HEAR ABOUT PARKER?

**3. PROPERTY INFORMATION - IF RENTING MORE THAN ONE PROPERTY ADD EACH ADDITIONAL PROPERTY**

1ST PROPERTY REFERENCE NUMBER

PROPERTY NAME

MAXIMUM NUMBER OF GUESTS INCLUDING YOURSELF, ALL CHILDREN & INFANTS

DATES FROM SAT. TO SAT. YEAR

NUMBER OF WEEKS

2ND PROPERTY REFERENCE NUMBER

PROPERTY NAME

NUMBER OF WEEKS MAXIMUM NUMBER OF GUESTS

DATES FROM SAT. TO SAT. YEAR

3RD PROPERTY REFERENCE NUMBER

PROPERTY NAME

NUMBER OF WEEKS MAXIMUM NUMBER OF GUESTS

DATES FROM SAT. TO SAT. YEAR

**4. DOCUMENT DELIVERY**

PROVIDE YOUR PLANNED DEPARTURE DATE FROM HOME TO ENSURE TRAVEL DOCUMENTS ARE SENT IN AMPLE TIME

CELL NUMBER YOU MAY BE REACHED DURING YOUR TRIP

**5. RENTAL PRICES**

1ST PROPERTY RENTAL PRICE \_\_\_\_\_ X \_\_\_\_\_ WEEKS = \$ \_\_\_\_\_

2ND PROPERTY RENTAL PRICE \_\_\_\_\_ X \_\_\_\_\_ WEEKS = \$ \_\_\_\_\_

3RD PROPERTY RENTAL PRICE \_\_\_\_\_ X \_\_\_\_\_ WEEKS = \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**6. PAYMENT REQUIRED**

IF TRAVEL IS WITHIN 8 WEEKS, PAY THE TOTAL AMOUNT. OTHERWISE, A DEPOSIT OF 50% OF THE TOTAL AMOUNT IS REQUIRED WITH THIS FORM.

50% DEPOSIT  FULL PAYMENT \$ \_\_\_\_\_

**7. RENTAL POSTPONEMENT COVERAGE\***

TO PURCHASE RPC CALCULATE 7% OF THE TOTAL AMOUNT IN SECTION 5

ADD THE ENTIRE RPC PREMIUM TO PAYMENT REQUIRED AT THIS TIME

\*COVERAGE IS LIMITED TO BOOKINGS OF 3 WEEKS OR LESS ON ELIGIBLE PROPERTIES.

SEE RPC TERMS & CONDITIONS FOR DETAILS.

+ \$ \_\_\_\_\_

**8. AMOUNT PAID AT THIS TIME**

= \$ \_\_\_\_\_

**9. PAYMENT & ACCEPTANCE**

BY CHECK OR CREDIT CARD (CREDIT CARDS ARE ONLY ACCEPTED FROM THE ONE PERSON MAKING THIS BOOKING)

FINAL PAYMENT WILL BE AUTOMATICALLY CHARGED TO YOUR CARD 60 DAYS PRIOR TO THE RENTAL DATE. CARD EXPIRATION DATE MUST BE VALID THROUGH THE RENTAL PERIOD.

CHECK IF YOU DO NOT WISH TO HAVE FINAL PAYMENT AUTOMATICALLY CHARGED TO YOUR CREDIT CARD

AMERICAN EXPRESS  VISA  MASTERCARD

YOUR CREDIT CARD NUMBER

EXPIRES MM/YR

**I ACCEPT AND AGREE TO ABIDE BY THE TERMS AND BOOKING CONDITIONS OF THIS BOOKING CONTRACT AS SET FORTH ON THE PRIOR TWO PAGES**

**X**

AUTHORIZED CLIENT-CARDHOLDER SIGNATURE

DATE



**Parker Villas**

100 Cummings Center, Suite 100-Q, Beverly MA 01915