



## CANCELLATION POLICY

**A. Cancellation by Agent:** Agent may cancel this Agreement at any time, prior to Renter taking occupancy, and refund Renter all money paid. The Property must be occupied by the Renter identified above and all occupants of the premises shall be supervised by that Renter. Violation of this provision is grounds for immediate removal and Renter will forfeit all monies received by Agent. Agent also may cancel this Agreement without refund to Renter if Renter or Renter's family or other invitees intentionally damage the Property, fail to comply with any provision of this Agreement or any applicable law, violate the rules and regulations of any applicable homeowners or condominium association, disturb the peace, become verbally abusive and/or threaten any Agent employee or contractor, or otherwise act in a manner inconsistent with the good character of the Property and the surrounding neighborhood. In the event the Property becomes uninhabitable subsequent to execution of this Agreement but prior to Renter's Arrival Date, Agent reserves the right to relocate Renter to comparable alternative accommodations in the same geographic area as the Property, in which case no cancellation will occur.

**B. Cancellation by Renter:** In the event a Renter requests a cancellation of this Agreement, Agent will return the Property to the rental market and use the same efforts to re-rent the Property as Agent uses for other properties. Under such circumstances:

- i. if Agent is able to re-rent this Property for the same dates of stay for the same amount or greater, Renter will be entitled to a refund of all amounts paid under this Agreement, less Agent's prevailing Processing Fee and Credit Card Processing Fee as referenced on receipt for this transaction;
- ii. if Agent is able to re-rent this Property for the same dates of stay, but only for a lesser amount, Renter will be entitled to a refund of all amounts paid under this Agreement, less the Processing Fee and Credit Card Processing Fee, and less the difference between the amount of the original booking and the amount for which Agent was able to re-rent the Property; and
- iii. if Renter requests a cancellation of this Agreement thirty (30) days or more in advance of the Arrival Date, and Agent is unable to re-rent this Property for the same dates of stay, Renter will forfeit one-third (1/3) of full rental amount called for under this Agreement, plus the Processing Fee and Credit Card Processing Fee. If, however, Renter requests a cancellation of this Agreement less than thirty (30) days in advance of the scheduled Arrival Date, and Agent is unable to re-rent this Property for the same dates of stay, Renter will forfeit the full rental amount called for under this Agreement.

All cancellations by Guest must occur prior to the beginning date of their stay, or no refunds will be provided. Nor will a refund be given if Guest refuses to take occupancy of the Property. As such, ESVR strongly recommends that Guest view images of the Property prior to booking their reservation. Rental units managed by ESVR are privately owned and reflect the personal needs and tastes of the individual Owners. For this reason, the furnishings and decor will vary according to each owner's desires, and no refunds will be given based on complaints concerning the Property's furnishings or decor. ESVR will endeavor to address any equipment malfunction promptly on behalf of Owner (such as televisions, VCRs, microwaves, etc.), but no refunds will be given as a result of the malfunction of such equipment – even if a repair or replacement is not available. No refunds will be given for inclement weather (including hurricanes or other acts of nature) or any other matter which may inconvenience Guest's stay at the Property but which is beyond the control of ESVR or of Owner. For this reason, ESVR strongly suggests that Guest purchase the Travel Protection offered. In addition, no refunds will be provided for any actual or alleged inconvenience experienced by Guest as a result of any inconvenience resulting from construction or special events, or in the event, the Property's pool is not open during Guest's stay.