



Vesta Italian Villas
P.O.Box 13363
Philadelphia, PA 19101

Toll free: 800 786 5760
Phone: 215 546 3292
Fax: 215 732 1313

info@vestaitalianvillas.com
www.vestaitalianvillas.com

Booking Agreement — Booking Information Form

Part 1—Client Information	
Name (First, M, Last)	
Address (street, city, state, zip)	
Telephone number (day, evening, cell)	
Fax	
E-mail	
Part 2—Property Information	
Name of Property	
Rental Period: Dates (arrival, departure)	Number of weeks
Planned departure date from home	
Number of guests (including yourself, children and infants)	
List of guests, with ages for children (attach additional sheets if necessary):	
Part 3—Payment Information	
Rental cost - Property	X weeks =
Contract Price	
Total or partial payment required: <input type="checkbox"/> 30% deposit <input type="checkbox"/> full payment if traveling within 60 days	
Amount paid at this time	
Payment by <input type="checkbox"/> check payable to Vesta Italian Villas LLC <input type="checkbox"/> credit card	
If you are paying by credit card, as a service to you, your final payment will be automatically charged on your card, 60 days prior to departure. Credit card expiration must be valid throughout the rental period. If you wish your credit card not to be automatically charged for the final payment, check this box. <input type="checkbox"/>	
<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/> Discover	
credit card number	
expiration date	
CVV2 number (3 last digits located above the signature, on the back of your card)	
Exact name on credit card and billing address of credit card if different from above	
I agree to abide by the attached Standard Terms & Conditions — Booking Agreement.	
Authorized Signature	Date



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VESTA ITALIAN VILLAS LLC

BOOKING AGREEMENT — STANDARD TERMS & CONDITIONS

The accompanying booking information form (the "Booking Form"), the Booking Confirmation (defined below) and these Standard Terms & Conditions constitute the booking agreement (this "Booking Agreement") between Vesta Italian Villas LLC ("Vesta") and the Client identified in Booking Form. Capitalized terms used but not defined in these Standard Terms & Conditions will have the meanings given them in the Booking Form. **By signing the Booking Form, Client acknowledges and agrees that Client and all other members of Client's party accept and will abide by these Standard Terms & Conditions. Client will be responsible for any breaches of this Booking Agreement by any of Client's party.**

COMMUNICATIONS FROM VESTA

- "Invoice" — The invoice that accompanied this Booking Agreement. The Invoice states the Contract Price, costs of any additional services or extra activities requested and the amount and payee of the Security Deposit.
- "Booking Confirmation" — Sent after Client's first payment is processed to confirm the information provided in the Booking Form and the Invoice (including any changes to that information), such as information concerning the payment of the Security Deposit, arrival and departure times and other conditions.
- "Final Payment Notice" — Sent one or two weeks before the remaining balance of the Contract Price is due.
- "Final Payment Confirmation" — Sent after Client's payment of the remaining balance of the Contract Price is processed.
- "Rental Voucher" — Sent approximately two weeks prior to the start of the Rental Period, and will be accompanied by directions to the Property and any other relevant materials.

PAYMENT

Client must pay a non-refundable deposit of 30% of the Contract Price within 3 days of placing its booking option with Vesta. The remaining balance of the Contract Price is due no later than 60 days prior to start of the Rental Period and shall not be refundable if Client cancels or terminates this Booking Agreement. (For reservations made within 60 days of the start of the Rental Period, the entire Contract Price will be due within 3 days of placing its booking option with Vesta.) If any payment is not made when due, Vesta shall have the right to terminate this Booking Agreement. See "Cancellation Policy" below.

METHODS OF PAYMENT

Vesta will accept personal checks, bank or cashier's checks, Visa/Mastercard/Discover and wire transfers for payment of the Contract Price. An additional fee of \$20 will apply for payments made by wire transfer. If payment is made by Visa/Mastercard/Discover, then: (A) the expiration date of the credit card must not occur before the end of the Rental Period, and (B) unless otherwise indicated on the Booking Form, the remaining balance of the Contract Price will be automatically charged, when due, to the credit card previously provided to Vesta. Client must make any request to change the credit card to which the remaining balance of the Contract Price will be made in writing.

SECURITY DEPOSITS

Client is responsible for ensuring that the Property is left upon departure in the same condition of cleanliness and repair as upon arrival, including cleaning of the kitchen area (e.g., no dirty dishes) and removing all trash. Any loss or damage to the Property, its fixtures or fittings, or cleaning expenses or charges for trash removal, will be deducted from the Security Deposit. The Invoice shall specify whether Client will pay the Security Deposit to Vesta or directly to the owner. In either case, the Client shall be directly responsible to the owner for any losses, damages or charges exceeding the amount of the Security Deposit.

- *Security Deposits Paid to Vesta:* If the Security Deposit is payable to Vesta, Client shall pay Vesta **by check only** the amount of the Security Deposit specified in

the Invoice no later than 60 days prior to the start of the Rental Period. The owner shall have one calendar week from the end of the Rental Period to inform Vesta whether any losses, damages or charges shall be deducted from the Security Deposit. The Security Deposit, less any deductions, will be returned to Client within 2-3 calendar weeks after the end of the Rental Period.

- *Security Deposits Paid to Owner:* If the Security Deposit is payable directly to the owner, Client shall pay the owner the amount of the Security Deposit specified in the Invoice **in Euros in cash** upon arrival. If a Security Deposit payable directly to the owner is not paid upon arrival, the owner may refuse to grant Client and Client's party access to the Property. It is Client's responsibility to obtain directly from the owner the remaining balance of the Security Deposit, as well as an accounting of any losses, damages, charges or extra costs incurred (see the paragraph entitled "Extra Services" below).

Neither Vesta nor the owner will accept any form of payment for the Security Deposit other than as specified above.

BEHAVIOR

Client and Client's party are required to act responsibly and with respect towards other guests, the owner and its staff at all times. Vesta reserves the right, acting in good faith, to require any member of Client's party to vacate the Property for disruptive behavior, without refund.

TRAVEL INSURANCE

Clients are advised to purchase travel and cancellation insurance, which is available through independent insurance carriers. Please note that travel and cancellation insurance will only protect insureds from financial loss for certain cancellations. Vesta urges Client to read any travel and cancellation insurance policy and related information carefully.

CANCELLATION POLICY

Any cancellation or termination of this Booking Agreement by Client must be made in writing. If this Booking Agreement is cancelled or terminated on or before the 60th day prior to the start of the Rental Period, then only the amount of the non-refundable deposit shall be retained by Vesta. If this Booking Agreement is cancelled or terminated after the 60th day prior to the start of the Rental Period, then the Contract Price will not be refunded.

In limited circumstances, Vesta will entertain Client requests to change the dates of the Client's Rental Period after booking. All such requests must be made in writing, are subject to the approval of Vesta and the owner, and may result in additional charges that are the sole responsibility of Client. If the request is not approved and Client is required to cancel this Booking Agreement, the cancellation policy set forth above shall apply.

MODIFICATIONS OR CANCELLATIONS OTHER THAN BY CLIENT

This Booking Agreement may be modified or cancelled in those rare instances where it is necessary to do so as a result of a force majeure event or any other occurrence outside the control of Vesta. In any such event, Vesta will assist Client in making a new booking. Client shall be responsible for any additional costs from new booking, or if the costs of the new booking are less, then the difference between the cost of the original booking and the new booking will be refunded to the Client to the extent previously paid. If a new booking cannot be made, then Client shall be entitled to a full refund of all amounts previously paid.

PARTY SIZE; COMMUNICATIONS WITH CLIENT

In the Booking Form, Client shall provide Vesta with the number of people in Client's party, as well as their names and addresses. The number of guests that will be permitted to stay at the Property may not exceed the number of guests

provided by Client without prior written consent of Vesta and the owner. Any additional guests face the risk of being turned away, or all members of Client's party may be subject to eviction at their own expense.

Client will serve as the liaison between Vesta and Client and Client's party. Any communications regarding this Booking Agreement and Client's rental of the Property will be made to Client, and it is Client's sole responsibility to share any and all information communicated to Client with the remainder of Client's party.

SAFETY

If the Client will be accompanied by children or infants, Client must provide its own equipment, such as cribs, bassinets, car and booster seats, etc. Any equipment found at the Property may not conform to applicable safety standards, and has not been inspected by Vesta. Client, Client's party and their guests use such equipment at their own risk.

For those properties with swimming pools, the pools are generally open from May 15th to September 15th subject to the owner's discretion and general weather conditions. Lifeguards are not provided by either Vesta or the owners. Client, Client's party and their guests use the swimming pools at their own risk.

PASSPORTS, VISAS & DRIVER'S LICENSE

Clients are responsible for obtaining their own passports. For US citizens with validly issued drivers' licenses, no international drivers' licenses are required for driving in Italy. If Client or any member of Client's party is not a US citizen, he or she should consult with his or her consulate to determine what documentation he or she may need for traveling to and within Italy.

CONTRACT PRICE

Unless otherwise stated in the Booking Confirmation, normal usage of water, electricity and cooking gas, as well as utensils, pots, pans, glassware, dishes, one set of linens per bed and one set of towels per person, are included in the Contract Price. The following items are not included in the Contract Price: food, cleaning supplies, toiletries, extra linens and pool towels, as well as any other excluded item identified in the Booking Confirmation.

ADDITIONAL SERVICES & EXTRA ACTIVITIES

Any additional services or extra activities offered at the Property will be specified in the Property description. These services and activities are not guaranteed and are not included in the Contract Price unless otherwise specified in the Property description. Client shall make all arrangements for any additional services or extra activities desired with Vesta at least 30 days prior to the start of the Rental Period. However, payment is due directly to the owner in Euros in cash and will be deducted from the Security Deposit if not otherwise paid to the owner. Unless Client cancels any arrangements for such services or activities in writing at least 2 weeks prior to the start date of the Rental Period, Client shall be responsible for the cost of the services and activities.

ARRIVAL AND DEPARTURE TIMES; OWNER ACCESS

Unlike hotels, arrival and departure times are fixed appointments. Arrangements for arrivals or departures outside of the times set forth in the Booking Confirmation must be made by Client with Vesta or the owner at least 15 days in advance of the Rental Period. Client shall be responsible for any additional lodging and other expenses incurred as a result of Client's failure to keep an appointment upon arrival. All Rental Periods are weekly rentals from Saturday to Saturday unless otherwise stated. The owner and its staff reserve the right to have free access to the Property for maintenance purposes, such as lawn or garden maintenance or pool service.

COMPLAINTS/PROBLEMS

If a problem relating to Property should arise during the Rental Period, Client must notify Vesta or the owner promptly of the problem and prior to returning to Client's home so as to provide Vesta and the owner sufficient time to remedy the problem in good faith. Complaints raised after the Rental Period will not be considered. Any disturbances or noise by third parties outside of the Property are out of Vesta's control, and Vesta is not responsible for any such disturbances or noise. The Property may also reflect characteristics, fixtures and furnishings that may differ from those where Client and Client's party normally live. It is possible that these differences may result in minor inconveniences that Vesta cannot accept as complaints.

MARKET & CURRENCY ADJUSTMENTS

Please note that Vesta's advertised prices are based on current market conditions and currency exchange rates, and thus are subject to change from time to time if these conditions or rates change. Additionally, Vesta reserves the right to add a "currency adjustment" to each installment of the Contract Price if the Euro to U.S. dollar exchange rate on the date of the Invoice, in the case of the non-refundable 30% deposit, or the date of the Final Payment Notice, in the case of the remaining balance of the Contract Price (the "Exchange Rate"), exceeds 1:1.44. In each case, the currency adjustment will be calculated by multiplying the amount of the applicable installment by a fraction, the numerator of which is (A) the Exchange Rate, less (B) 1.44, and the denominator of which is 1.44. For example, if the remaining balance of the Contract Price were \$1,000 and the Exchange Rate on the date of the Final Payment Notice were 1.46, then the currency adjustment added to the remaining balance of the Contract Price would be \$13.80, calculated as follows: $\$1,000 \times (1.46 - 1.44) / 1.44 = \13.80 .

PROPERTY DESCRIPTIONS

The descriptions and photographs included on Vesta's web site for the Property are based on Vesta's in-person visits, interviews with the owner and/or information provided to Vesta by the owner. Any changes to the condition of the Property, as well as to any of the local areas or events described, since the time the visits were made, interviews were held or information was provided are exclusively outside the control of Vesta. Vesta shall not be responsible for any such changes except in the case where the condition of the Property is so extreme that it is rendered uninhabitable by the Client during the Rental Period.

LIMITATION ON WARRANTIES

This is a services engagement. Vesta warrants that it will perform services under this Booking Contract in good faith in accordance with applicable industry standards. Vesta disclaims all other warranties, either express or implied, including, without limitation, including warranties of merchantability and fitness for a particular purpose.

LIMITATION ON LIABILITY & DAMAGES

Vesta shall not be liable to Client or any member of Client's party for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed or accommodations provided under this Booking Agreement for an aggregate amount in excess of the Contract Price. Furthermore, Vesta shall not be liable to Client or any member of Client's party for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the owner's performance or non-performance of its obligations under its engagement letter with Vesta due to any cause whatsoever, as well as any negligence, gross negligence or willful misconduct of the Client, any member of Client's party, the owner or its staff. In no event shall Vesta be liable to Client or any member of Client's party for special, consequential, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort or otherwise.

INDEMNIFICATION

Client shall indemnify, hold harmless and defend Vesta, its members, successors and assigns from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, taxes, penalties or damages (collectively, "Liabilities") that Vesta may sustain or incur, to the extent such Liabilities result from either (A) the breach of any representation, warranty, covenant or agreement of this Booking Agreement by Client or any member of Client's party, including the failure to make any payment when due, or (B) the willful misconduct or fraudulent behavior of Client or any member of Client's party.

FORCE MAJEURE

Except as set forth in the paragraph entitled "Modifications or Cancellations Other than by Client" above, Vesta will not be liable to Client or any member of Client's party for any modification or cancellation of, or delays in performance of its obligations under, this Booking Agreement that result from changes or circumstances that are beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or other labor dispute, war, acts of terrorism or other violence, or any law, order or other requirement of any governmental agency or authority.

TERM & TERMINATION

Cancellation or termination of this Booking Agreement shall not release or discharge either Client or Vesta from any obligation, debt or liability which shall have previously accrued and remains to be performed upon the effective date of termination, nor shall such termination affect the continuing liability of either party under this Booking Agreement with respect to any breach of any warranty, covenant or agreement contained herein. This paragraph and the paragraphs entitled "Cancellation Policy," "Modifications or Cancellations Other than by Client," "Limitation on Warranties," "Limitation on Liability & Damages," "Indemnification," "Governing Law," "Entire Agreement; Assignment & Amendment" will survive any termination of this Booking Agreement.

GOVERNING LAW

This Booking Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of laws. If any dispute arises under this Booking Agreement, Client and Vesta will attempt to resolve any dispute by negotiation in good faith for a period of 15 days. If Client and Vesta are not able to resolve the dispute within such 15-day period despite their good faith efforts to do so, then such dispute will be resolved exclusively in the courts of Montgomery County, Pennsylvania.

ENTIRE AGREEMENT; ASSIGNMENT & AMENDMENT

This Booking Agreement contains the entire agreement between the parties relating to the subject matter hereof, and supersedes all other representations, promises and conditions, whether oral or written, in connection with the subject matter hereof, and any representation, promise or condition not incorporated herein shall not be binding upon the parties. If there is a conflict between the Booking Confirmation and these Standard Terms & Conditions, the Booking Confirmation will control.

Neither this Booking Agreement nor any right or obligation hereunder may be assigned or transferred, in whole or in part or in any manner, including by operation of law, by any party without the prior consent of the other party. Except as set forth in the next sentence, any modification of this Booking Agreement or waiver of any provision herein contained shall not be binding unless in writing and signed. Vesta may modify any of the items contained in these Standard Terms & Conditions at any time and in Vesta's sole discretion by posting new Standard Terms & Conditions on Vesta's web site.