

COVER PAGE

CONTENTS

- This cover page with instructions
- Information Sheet (to be filled out and returned)
- Rental Agreement (to be signed and returned)

INSTRUCTIONS

1. Fill out the attached Information Sheet, which asks for information regarding your travel plans and the people in your party.
2. Review the attached Rental Agreement for accuracy and please sign the last page where indicated. (If the information on the Rental Agreement is not correct please contact us immediately.)
3. **Please fax all documents back to us at +1 215 248-1919**

Thank you for renting from *via travel design*!

INFORMATION SHEET

CLIENT INFORMATION

Client: Joe Smith
Address: _____

City, State, Zip: _____
Phone (W): _____
Phone (H): _____
Phone (C): _____
E-mail: joe.smith@example.com

TRAVELER INFORMATION

1. Total number in your party: _____ (Adults: _____ Children: _____)
2. Please list each member of your party below, and indicate the age of each child.

PAYMENT INFORMATION

Please indicate the method of payment and mode of delivery. This information is essential to secure your reservation.

1. _____ (Check, Wire Transfer, Credit Card)

2. _____ (FedEx, UPS, EXPRESS MAIL, DHL)

3. _____ (Date Payment Sent)

RENTAL AGREEMENT

Control Id: 204986

THIS RENTAL AGREEMENT is made 4 March 2008, by and between between Via Travel Design, Inc. ("Rentor") located at 7458 Devon Street, Philadelphia, PA 19119, U.S.A. and Joe Smith ("Rentee"), located at the address given at the end of the Agreement, whereby the following terms and conditions have been agreed upon by both parties:

1. RENTAL PROPERTY AND TERM

- a. Rental period: 29 March 2009 to 29 April 2009
- b. Property name: Sample Property
- c. Number of adults: 6
- d. Number of children: 6

2. BOOKING CONDITIONS

- a. Rentals begin and end on Saturdays
- b. Permitted Arrival Time: between 4:00 p.m. and 7:00 p.m. local time
- c. Departure Time: before 9:30 a.m. local time
- d. Any delays or variations must be communicated to the Rentee's agent at least 48 hours before arrival. No refund will be given if the Rentee is unable to take up residence of the property on the expected day or at the scheduled time owing to travel problems or otherwise (as identified pursuant to Paragraph 9(b) below). The same applies to departure time.

3. PAYMENT DETAILS

- a. SUMMARY
 1. Rental Fee: USD **100.00
 2. Refundable Security Deposit: USD **50.00
 3. Total Charges: USD **150.00
- b. DUE AT SIGNING
 1. Deposit of 50% of Rental Fee: USD **50.00
 2. **Due At Signing: USD **50.00**
- c. DUE NINE WEEKS PRIOR TO CHECK-IN
 1. Remaining Portion of Rental Fee: USD **50.00
 2. Refundable Security Deposit: USD **50.00
 3. **Due 24 January 2009: USD **100.00**
- d. Please make payment by check, payable to "via travel design inc." and send by FEDEX, EXPRESS MAIL or similar courier service to: 7458 Devon Street, Philadelphia PA 19119 USA

We also accept payment by wire transfer. Please refer to banking details below. Visa or MasterCard is acceptable only for the rental deposit, if one is indicated in section 3. The balance due must be paid by check or wire transfer.

Account Information for Wire Transfers:

Via Travel Design, Inc.
Account: XXXXXXXXXXXX
Routing Number: XXXXXXXXXXXX
PNC Bank
8340 Germantown Avenue
Philadelphia, PA 19118 USA

e. Included in the Rental Cost:

o

f. Additional Cost to be paid on the premises:

o

g. If paying deposit by credit card, cardholder's signature and credit card information in this section confirms authorization for Rentor to process credit card for payment of the deposit per paragraph 3(d) above.

Name on Card: _____

Expiration: _____

Card Number: _____

Validation Code: _____

These 3 numbers are located on the back of your credit card. **This transaction cannot be processed without these numbers.**

Signature: _____

4. PAYMENT & CANCELLATION

- a. The balance of the payment, as stated in paragraph 3(e) is due nine (9) weeks before commencement of rental period. Failure to pay the balance of the rental will result in cancellation of the rental reservation and the loss of the deposit.
- b. In the event of cancellation on the part of the Rentee, the Rentor will retain a pro-rated portion of the rental fee subject to the following schedule:
 - i. 50% of the total rental fee if the cancellation is notified 9 weeks or more before the start of rental period;
 - ii. 100% if cancellation is notified less than 9 weeks before the start of rental period.

5. CHANGE OF RENTAL PERIOD

A requested change to the rental period in paragraph 1(a) shall at the option of Rentor, be considered a cancellation of the Rental Agreement and shall be subject to the terms of paragraph 4 of this Agreement.

6. FORCE MAJEURE

In the event that Rentor is unable to provide Rentee access to Rental Property as a result of situations beyond its control including, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, or power failures, Rentor shall reserve the right to transfer Rentee to a similar property. The price difference, if greater, must be paid by Rentee prior to the commencement of the rental period, and, if smaller, will be reimbursed by Rentor. If this is not possible or Rentee does not wish to be transferred, Rentor will cancel the booking and refund the

amount paid to Rentor in full, and neither party will be liable for any further obligations or claims.

7. DESCRIPTIONS AND INFORMATION

All descriptions and information are supplied in good faith and are believed to be true and accurate representations. Distances noted are approximate. Notwithstanding the foregoing, Rentee agrees to hold harmless Rentor and its representatives from any claims or liabilities for any errors or inaccuracies in the property descriptions or other literature.

8. DAMAGES AND CHARGES

- a. Rentees are required to act in a responsible manner at all times. Rentee is responsible for ensuring that the property is left upon departure in the same general condition and repair as upon arrival. Rentor reserves the right to recover from clients the cost of any loss or damage caused by a failure to respect the property, fixtures, or fittings.
- b. Upon receipt of the balance due in paragraph 3(e), Rentor will (i) forward to Rentee information on how to reach the Rental Property and contact information for Rentee's agent, who will be responsible for distributing keys to access the Rental Property; and (ii) provide information concerning payment of a security deposit, under no circumstances will Rentee be permitted access to the Rental Property without payment of the security deposit.
- c. Security Deposits are due on every property. The amount of each deposit is specified on the Property Description Page and on the Rental Agreement. The Security Deposit covers the cost of any damage or breakages during your stay to the property and its contents, inside and outside, excluding normal wear. Judgment as to the condition of the property is left to the sole discretion of the owner or their representative. This amount, less any applicable claims will be returned to you before departure unless via travel design has collected your security deposit, in which case via travel design will return it within 30 days of your return home. Should the damages exceed the Security Deposit amount, you agree to pay the additional charges on demand.

9. OCCUPANCY

- a. Occupancy of the Rental Property is limited to the number of adults and children listed in paragraphs (1) c and (1) d.
- b. The keyholder may refuse entrance to the property if one of the following occurs:
 - i. The damage deposit is not paid.
 - ii. The arrival time is not respected and the keyholder has not been informed.
 - iii. The number of people is over the allowed maximum.

10. CONDITION OF RENTAL PROPERTY/LIMITATION OF LIABILITY

- a. The descriptions of locations and accommodations are provided in good faith and in the belief that they are accurate based on the latest information provided by owner. However, Rentor shall not be held responsible for any modifications made by the owner without Rentor's prior knowledge. Rentee should exercise reasonable caution appropriate for visiting any new locale in a foreign country.
- b. Rentee for itself and on behalf of all individuals who use the rental property through Rentee hold Rentor and its agents and the property owner harmless from and against any and all liability and costs including personal injury and property damage regardless of the

cause.

- c. Notwithstanding anything in this Rental Agreement to the contrary Rentee agrees that the liability of Rentor shall be limited to the commission received by Rentor in connection with the rental of the property and in no event shall Rentor be liable for any additional costs or consequential damages.
- d. **Complaints:** Descriptions listed on the Property Page are made in good faith. However, we decline responsibility for any modifications made by the owners without our knowledge. We also do not accept responsibility for the breakdown of the supply of utilities or other essential services though the owner or caretaker will endeavor to arrange for these problems to be solved.
If the client finds that the property does not adhere to the description shown on the Website www.viatraveldesign.com or finds anomalies or malfunctions that via travel design does not know about, the client is obliged to contact the via travel design representative listed in client arrival information in order to obtain the necessary assistance. They will do their best to help you at this time. If the matter cannot be resolved to your satisfaction, please fax (215.248.1919) via travel design within 48 hours of the occurrence. We must be notified in writing concerning any serious complaint before you vacate the property. Complaints reported at the end of the rental period will not be considered. Should you decide to vacate the property without authorization from the owner or the representative no refund will be granted.
- e. **RENTEE ACKNOWLEDGES AND AGREES THAT RENTEE AND THOSE INDIVIDUALS WHO USE THE RENTAL PROPERTY THROUGH RENTEE ASSUME THE RISK IN CONNECTION WITH THE USE OF THE RENTAL PROPERTY AND ANY OF ITS FACILITIES.**

11. MISCELLANEOUS

- a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- b. The parties agree to submit to the personal jurisdiction of the courts of the Commonwealth of Pennsylvania and venue shall be proper in Pennsylvania.
- c. Rentor shall be entitled to its attorney's fees and court costs in the event that it is required to take legal action to enforce this Rental Agreement.

Rentee hereby agrees to the terms and conditions of this Agreement and, intending to be legally bound, affixes signature below:

Rentee
Joe Smith
215-555-1212
joe.smith@example.com