

Villa Belle Côte Rental Agreement

In consideration of the payments received and mutual promises contained in this agreement, the Owner of the property agrees to lease and rent to the "Tenant" the private residence, Villa Belle Côte, located at #13 Pointe Dubique, Calibishie, Dominica.

The following terms and conditions, property information, rental rate and other financial data are specified herein to ensure that there are no misunderstandings:

OCCUPANCY

Maximum occupancy (including children) is 10 people.

ADVANCE DOCUMENTS & DEPOSIT PAYMENT

1. ½ of the rental rate is due upon initial reservation.
2. A signed rental agreement must be returned within 14 days (or acceptance of the rental agreement on the website).

Note: This agreement shall not be binding until the deposit has received and cleared and the signed rental has been received.

CANCELLATIONS

1. Cancellations must be in writing and received 90 days prior to check in date. A refund will be given, less US **\$100.00** for the administrative fee.
2. For cancellation notices received after 90 days, no refund of monies paid will be made until the canceled period is re-rented at the same rate and confirmed.
3. If the property is not re-rented for the canceled period, all monies paid, cancellation administrative fees and taxes shall be forfeited as damages. If the canceled period is re-rented, any monies and taxes paid will be refunded less a US **\$100.00** for the administrative fee.
4. The purchase of travel insurance to cover unexpected cancellations is recommended.

BALANCE DUE

1. All reservations must be paid in full 60 days prior to arrival date via credit card or check.
2. If payment is not received in full 60 days prior to arrival date, we may cancel your reservation and cancellation penalties stated above will apply.

CHECK IN & CHECK OUT

1. **Check in time is 3:00 pm.** You will be met by the Manager on your arrival at Villa Belle Côte. The manager will show you around the Villa and answer any of your questions. Early check in: Not available—cleaners will be in the house from morning checkout.

2. **Check out time is 10:00 am.** Issued keys must be returned or a US **\$100.00** fee will be charged for replacement. Please note that the property will be inspected after your departure.

Late check out: Is generally not available—cleaners will be in the house at 10:00 am for incoming guests. If you require a late check out, it must be approved by the resident manager.

SWIMMING POOL & DECKS

The Tenant is fully aware that the property is surrounded by decks, steps, and a swimming pool. The Tenant should observe and adhere to all rules and policies as posted at the property. With full knowledge of said rules and policies, the Tenant acknowledges and assumes all risks involved in or related to the use of the property.

General Pool & Deck Rules to ensure a safe and great vacation:

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The owner provides no lifeguard for the swimming pool and any guests take full responsibility for their own safety should they wish to engage in use of said pool since it is an inherently dangerous activity. **ANYONE USING THE POOL THEREFORE DOES SO AT THEIR OWN RISK**

1. Please shower and use the washroom before entering pool and ensure no beach sand or dirt enters the pool.
2. Children must be supervised by an adult at all times.
3. Swim diapers only for infants/toddlers in pool with a parent/adult. Swimming diapers are not available on island so please bring them with you.
4. Quiet shall prevail. No loud, boisterous, or rough behavior, running and/or throwing of objects are allowed.
5. Swim wear should be worn.
6. Under no circumstances must any glass be used in or around the swimming pool. Breakage of a single glass may require drainage and cleaning of the entire pool, which would be at the additional substantial expense of the Tenant. Plastic cups, plates and utensils are available for your convenience.
7. No diving into pool. The maximum depth is only 6 feet (2 metres).
8. Swimmer-assisting arm floatation or life jackets are recommended for young and non-swimmers.
9. No running on decks or surrounding pool area.

LIABILITY

The Tenant named will be responsible for the villa and its contents during the rental period. Guests must lock villa's windows and doors securely when not on the premises, and must observe all cautions, as given in the villa 'Guest Book' or from the villa Manager. The Tenant will be responsible for themselves and all guests on the property. The Tenant acknowledges that Villa Belle Côte, its owners, and employees do not carry personal liability insurance and can not be held responsible regardless of fault, for any accident, loss, damage or injury suffered by the leaseholder, members of their party or any other guests which the leaseholder or their party have allowed access to the property, regardless if said loss is a result directly or indirectly from acts of god, danger incident of the sea, any body of water, fire, breakdown of machinery, equipment, acts of government or other authorities, de jure or de facto, wars (whether declared or not), hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, custom regulations, delays or cancellations of or changes in itineraries or schedule or from acts of omission of any airline. Furthermore, the Tenant will release and hold harmless any and all parties involved with the rental, management and reservations of the property and to release and hold harmless it's Owners or representatives for any loss or damage to personal property or for any injury and/or death.

ITEMIZED FEES & CHARGES

Rental Fee Agreement

1. Rental rate: _____ days @ _____ per day _____
2. Dominica Accommodation Tax @ 5% _____

Total rental = _____

A. Initial deposit to hold reservation

One half of total rental due upon signing

B. Full and final payment

2nd half of total rental due on or before 60th day prior to arrival _____

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INFORMATION AND POLICIES:

The property is individually owned and decorated. Décor, furnishings, unit amenities and equipment provided by the Owner are based on the owner's wishes. Villa Belle Côte receives regular quality control inspections. Please do not remove linen, dishes or other items as they belong to the owner. **Guests** are liable for additional charges resulting from any damage, lost items or excessive checkout cleaning, which will be charged to the credit card on file. All items are inventoried; report any damage or loss for leniency. The Owner is not responsible for lost or stolen items. You must adhere to all property rules and regulations.

Daily Maid Service:

Maid service is **NOT** included in our rates. If you stay more than (7) nights, a weekly "*mid stay*" maid service is provided at no additional cost. You may make arrangements for additional maid service for a minimal charge if you wish. Your unit will be prepared for your stay with (2) sets of towels per person and the beds will be made up fresh for your use. Bath Towels are for bath use only and must remain inside the unit. One Beach Towel per guest is provided and must be in the house upon departure. Lost or missing Beach Towels will be charged at \$25.00 each. A washer and dryer are available. Starter kitchen and bathroom products, i.e., Dishwashing liquid, dishwasher soap, paper towels, soap, and toilet paper are provided but not replenished.

Quiet Enjoyment & Parties:

We wish to maintain a family atmosphere for the quiet enjoyment of our villa and property by our guests. We rent to family groups and responsible adults only. Party Animals please find another villa because you will not be allowed to go crazy here. While it is expected that our guests shall be enjoying themselves, enjoying each others company and having fun, guests shall be sufficiently quiet and peaceful, so as not to disturb other residents in the neighborhood. Absolutely NO house parties or functions are allowed without advance WRITTEN permission from the owners.

Problems And Concerns:

Although every effort is made to maintain Villa Belle Côte in good order, wear and tear on a rental property is unavoidable. Please notify the property manager (a telephone number will be provided for you as part of your arrival information), as soon as possible if a problem relating to the rental property exists. Every effort will be made to rectify any problem that exists in a timely manner. Please keep in mind that Dominica, like many small islands, is without ready access to many goods and services that are available in the United States, Canada or Europe. No refund or rate adjustment will be made for malfunction of air conditioners, TV's, appliances, pool or any other malfunction. Repairs will be made as soon as possible after notification.

Owners Areas:

Locked areas such as Owner's personal storage areas are exempt from this rental agreement and are off limits to the Guest. Entry into these areas is cause for immediate eviction and Guest will be responsible for any damages or missing items.

Construction:

Unfortunately, we cannot predict the location of all construction activity on the island. We will not make refunds based on construction activity.

Environmental Disclosure:

You will be staying in the tropics and the price of being in paradise may include pests such as insects and friendly geckos. Although professional pest control companies service the

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property, pests may appear. You may also experience dangerous ocean conditions, security issues and strong sun. We ask that you be aware of your surroundings and take appropriate precautions.

Air Conditioning is available on both the main and ground floors. Conservation of electricity is extremely important on Dominica and use of the air conditioners should be limited to those times when the trade winds and fans fail to provide adequate cooling. When using the air conditioning, ALL WINDOWS AND DOORS MUST BE CLOSED. Failure to do so will result in the penalty of US \$100 being applied.

ACCEPTANCE OF TERMS AND CONDITIONS:

Confirming your booking is deemed acceptance of the above