

## *Elsewhere by the Sea* *Rental Agreement*



Renter sending payment in response to this Rental Agreement constitutes ALL Guests' acceptance and agreement to these terms, conditions, limitations and restrictions as printed below. If Guests should have problems or questions with any of the following, please be sure to phone Owner for discussion and explanation before sending the Rental Deposit.

Security Deposit will be refunded within 30 days of departure, provided there are no deductions. Deductions will be charged for, but not limited to: - Breakage, damage, or missing items, which will be billed at reasonable replacement cost (includes kayaks, paddles, snorkeling equipment, etc.) - Evidence of smoking inside the Villa - Excess Guests above those specified on the Rental Agreement - Late departure - Damage to common areas of The Lagoons.

CHECK IN AND CHECK OUT: Check-In Time: 1:00 PM Check-Out Time: 11:00 AM

Due to high occupancy rates, Owner generally cannot accept early check-ins or late check-outs. Unless granted by Owner in writing, Guests must vacate the villa no later than 11:00 A.M., and check-in no earlier than 1:00 P.M.

If you would like an early check-in or late check-out time, please inquire prior to your arrival. If the Villa is unoccupied, the Owner will gladly accommodate your request.

**SMOKING POLICY: SMOKING INSIDE THE VILLA IS EXPRESSLY PROHIBITED.** If you do smoke, please do so outside and away from the Villa. **Any guests caught smoking inside the villa or on the verandas will be charged \$100 per day against their damage security deposit for increased fire risk, insurance premiums, and damage to our smoke-free environment desired by our non-smoking guests.** This policy is strictly enforced.

**QUIET ENJOYMENT AND PARTIES:** While we understand you are on vacation and hope you have an unforgettable and enjoyable time, Guests are reminded that the Villa is situated within a residential community. Guests are asked to be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood. Loud music and partying on the patios after 10:00 p.m. is not allowed. Loud music with explicit lyrics is not allowed at any time. The Owner rents to family groups and responsible adults only; absolutely NO house parties or functions are allowed without advance WRITTEN permission.

**ADDITIONAL GUESTS:** The only guests allowed at the Villa are those specified on the guest information sheet. If Renter is found to have more Guests than officially scheduled and paid for at the villa, and/or without advance written permission:

**Renter agrees to pay an impact fee of \$200 per person per day for each person over and above the number of Guests listed on the Rental Agreement.** Renter agrees to pay for excess Guests found to be on the property immediately, or shall vacate the Villa without refund of rental fee or damage security deposit.

**DRUGS AND HAZARDOUS MATERIALS:** Guests shall not use or permit to be brought onto the Villa property any illegal substances according to Jamaican law, or flammable fluids or other explosives or articles deemed hazardous to life, limb or property.

**POOL SAFETY:** Guests should NEVER dive into the pool. It is not deep enough and Guest could be seriously injured. Always watch all children and partying adults carefully, and please do not allow anyone to run around the pool areas or decks. Tiles, inside the villa and outside, and deck areas around the pool can be very slippery when wet. Be extremely cautious.

**COMMON AREAS:** Guests are permitted to use the common areas of The Lagoons located in the center island of the development including the playground, pool, and tennis courts. Note, the playground is only for use of small children and the tennis court may only be used for tennis and should not be used for any other activities. Guests may also use the gym facilities but children under 16 are not allowed to use the gym without supervision of an adult. All guests use these facilities at their own risk. Guests may not trespass on any private property, including but not limited to vacant lots, docks and beaches, within The Lagoons.

**HOLD HARMLESS, COMPLAINTS AND MAINTENANCE:** The Owner of the Villa makes every effort to keep all accommodation and its inventory in good working order and highly representative of the photos presented on our website. Owner expresses no guarantees, express or implied, regarding suitability or fitability for any particular purpose. In case of a maintenance problem, Renter is obligated to notify the Staff immediately. If something appears to be missing or not what was expected, or if the Owner can improve upon our Guest's stay in any way, please do not hesitate to contact the Owner at any time. Owner is not responsible for any inconveniences for which Owner has no immediate control and no refund or rate adjustment will be issued for said inconveniences. These inconveniences may include, but are not limited to, the following: (i) breakdown of appliances, pool pumps, furniture, television or internet services, recreational appliances or devices; etc. (ii) power or water outages; (iii) adverse weather and/or road conditions; (iv) construction in the area; Owner shall not be held liable, or otherwise take any responsibility, for any injuries that may occur to Renter or Guests, and/or Guest's invitee, that is caused or permitted to be caused by the intentional, unintentional, negligent, or careless acts of said Renter, Guests, and/or invitees. By the written or electronic endorsement of this Agreement, Renter and Guests agree to forever hold-harmless and indemnify Owner from any liability and/or responsibility arising there from.

**DISAGREEMENT:** If any dispute or litigation results out of this Rental Agreement and its Terms and Conditions of Rental, the laws of the Jamaica will apply and the prevailing party will recover its costs and expenses and reasonable attorneys' fees.

**ENTIRE AGREEMENT:** This agreement serves as the entire agreement. No additional provisions are expressed nor implied. This agreement supersedes any and all previous oral and/or written, express and/or implied agreements. Upon written or electronic endorsement and submittal of Deposit, Renter and Guests agree that they have read and understood this agreement, and accept all terms, conditions, covenants and restrictions, without exception.