

## **VACATION RENTAL CONTRACT - VILLA AMARINA**

Location: Put salduna, 48, Trogir (Croatia)

This vacation rental contract is a legal agreement between the owner of Villa Amarina, referred to as "Owner" and you, the Renters (also referred to as "Tenants" and "Guests"). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Villa Owner.

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

1/ RESERVATION : The Villa Owner will notify the Renters by email when their reservation is accepted. The Villa Owner reserves the right to refuse service to anyone that is renting the villa for inappropriate use or perceived inappropriate use. Guests have to provide the owner with personal details for all the personnes being accomodated in the villa : name, surname, identity card or passeport number, date and place of birth, nationality.

2/ PAYMENT POLICY: All rental monies are due & payable according to the payment schedule by bank transfer or paypal. An Invoice with the reserved rental dates and a rate structure will be emailed to you. In order to book and hold your reservation, the owner must receive a 50% deposit of the total amount and the signed rental contract (digital signature accepted). The remaining 50% is due and payable 45 days prior to the arrival date and may be adjusted if additional services are selected. A different procedure can be agreed by email at the time of the reservation.

3/ CONDITION OF PROPERTY: Owner has, to the best of their ability, given an accurate description of the property and its condition. The cleaning staff will have cleaned the property before your occupancy. All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, cable, phone, or the Internet and WiFi service are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. On arrival, if the guest find that the house has a problem, he has to notify the Owner (or caretaker) immediately. The owner or the caretaker will do his best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. The Guest agrees to hold the Owner harmless from any liability for the condition of the house. Due to the nature of the property, surfaces and stairs that have earth or water can become slippery, especially after sudden rain showers. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Under no circumstances can any furnishing or linen be taken outside onto the terraces, garden, swimming-pool area with the exception of those items specifically mentioned: outdoor chairs and table, beach chairs for the swimming-pool. All furniture must be returned to its original location on Guest's departure.

4/ DEPOSIT: A 1000 euro Security deposit in the form of a bank transfer or paypal payment will be required on your arrival date. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items reasonably attributable to Renters and not returned after notification. Renters will be completely responsible for any and all damage to the home or property caused by Renters, whether accidental or due to Renters negligence. The cleaning service performs an inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items or replace the financial value of these items. Lost keys will incur replacement costs of 25 euros.

5/ CLEANING AND LINEN SERVICE POLICY: The home is provided with pillows, linens, blankets, bath towels, comforters, hand towels & wash cloths. A daily cleaning service will clean the house, change linens, and clean the pool area and premises. The home is provided with toilet paper. A laundry area is on the premises, but is used daily by the caretakers only. If you would like laundry done, this can be arranged with the caretaker for a 5 euro fee per load.

6/ CANCELLATION OR EARLY DEPARTURES: there are no refunds for cancellation or early departures except as provided herein. If a Guest requests a cancellation 45 DAYS or more before check-in, Owner will make a "best effort" to re-rent the property. If the Owner is able to successfully re-rent the reserved period, the Owner will refund the total rental payment less a 200 euros servicing fee. Guest ASSUMES THE RISK. There are NO REFUNDS except as stipulated below. We encourage Guest to acquire Travel Insurance to protect their investment in the event that they must cancel for an unexpected emergency or other reason. A standard travel insurance policy provides coverage for specific events and a cancel for any reason policy. One popular 3<sup>rd</sup> party provider is CSA Travel Protection <http://www.vacationrentalinsurance.com> , with rates typically between 7%-10% of the trip cost.

7/ ENTRY OF PREMISES: With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.

8/ ASSUMPTION OF RISK: No lifeguard is on duty at the pool. Accordingly, persons using the pool do so at their own risk and the owner assumes no responsibility for accident or injury. Children should not swim unsupervised. Renters will hold the

Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below. Guests acknowledge that they should always supervise their children and act responsibly. These risks are not limited to, but include the elevated driveway, the pool area, wet surfaces, balconies/stairs/roof deck/elevated patios, and cleaning supplies used during house-keeping. As a convenience, and without the assumption of risk or liability, owners/staff may make recommendations of service providers based on the owner's/staff's prior knowledge or positive referrals from prior guests. Any equipment supplied or rented at the villa (either owned by the villa or a service provider) should be inspected by a responsible adult renting the villa before using as well as an instructor level service provider. The renters assume all responsibility and risk for the usage of these products including the guests of renters. This equipment may include pool or sea flotation devices, scuba equipment, snorkel equipment, and other similar equipment.

9/ USE OF SECURITY CAMERAS: Villa Amarina is a very safe and family friendly place to visit. However, as a safety precaution, renters understand and accept that the perimeter of the property could be protected with outside security cameras. These cameras are used to protect the property from potential theft. There are NO cameras inside the house. On the date of drafting of this contract, November 10Th, 2014, no device is installed so far on the property.

10/ PERSONAL PROPERTY: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

11/ RESPONSIBLE GATHERINGS: The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or large gatherings must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Adults cannot rent property on behalf of underage guests. Only responsible gatherings are permitted on the property.

12/ NON-SMOKING INTERIOR: This is a NON SMOKING vacation rental inside the villa. Damage to furniture caused by evidence of smoking will incur the proper replacement cost of the damaged item.

13/ PETS: No pets are allowed on the property without the consent of the owner.

14/ MAXIMUM OCCUPANCY: is 8 adults and 6 kids /teenagers. Beds are only provided for 14 and occupancy beyond this will sleep on cots that can be provided on request and after approval by the owner.

15/ PARKING: Parking is limited to 2 vehicles. Vehicles are to be parked in the driveway in front of the villa. In the event additional parking is needed, cars can park in front of the property on the street as long as traffic is not blocked.

16/ SUBLETTING: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

17/ CHECK-IN & CHECKOUT: Check-in is at 3:00 PM and checkout is 10:00 AM. Extra nights are charged at the daily rate and may be granted if available. If Guests are not present when cleaning crews arrive and have left their possessions in the house, cleaning crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests. Owner is not responsible for this personal property, but will assist Guest in obtaining these items. Guest will assume any mailing charges for items that need to be returned.

18/ CHECK-OUT PROCEDURES - Renters are responsible for keys and should leave them inside the house before departure or hand them over to the caretaker.

19/ RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant.

20/ REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over": not vacating on the designated departure day without permission, or those acts mentioned above in this agreement, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages. Further, if for any reason Owner is unable to deliver possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby. Owner will assist Guest in finding another rental option on the island if possible.

21/ INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s).

22/ PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.

23/ DISPUTES / LIABILITY: Agent/ and or Owner shall not be liable for damages resulting from any accident, injury to any person or any person's property in connection with this Rental Agreement or while on the premises. TENANTS agree (1) to indemnify and hold harmless Agent / and or Owner from any liability, loss or obligation resulting from any such accidents, injuries, or damages, and (2) to resolve any disputes under Croatian law. The municipal court of the city of Trogir, Croatia, will have complete and absolute jurisdiction regarding any legal action.

Disclaimer:

Renters understand that the Owners are not responsible for any personal injury caused by slipping on wet pavement or surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, accidents related to fire, heaters, stoves, improper electrical usage, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances. Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay.

24/ Weddings and Special Events with more than 14 guests at the villa

1. Requires a Saturday to Saturday stay unless willing to book 10 nights and vacate on a Saturday. Any other arrangements must be approved by the villa owner.
2. 500 euros event fee per day (Wedding as an example). This is what the villa will need to cover the additional cost of guests on the premises. As an example, the water bill during weddings is 200 euros more and electricity usage is 3 times as high as a normal week.
3. Refundable Security deposit will increase to 2000 euros (45 days prior to arrival) via bank transfer or Paypal.
4. Catering can be done at the villa, but the kitchen is not to be used for cooking or meal preparation for weddings if more than 14 people are in attendance (including the guests of the home) . All dishes must be cleaned off the premises and not cleaned on the property during or after the event. The water treatment plant of the villa is not designed for commercial cooking applications.
5. Villa Amarina's staff is responsible for maintaining the villa, but is not responsible for coordination, setup of fixtures, removal of fixtures, or cleanup after the Event. The event planner or the family organizing the event is

responsible for the removal of all items or relocating of items (chairs, tables, etc.) before, during, and after the wedding. Any patio furniture moved for the event/wedding should be put back in the same location after the event.

6. The owner of Villa Amarina must pre-approve the caterer in advance.

7. Max headcount daily is 14 people except for the special event. If the headcount exceeds this on a particular day, and is not approved by the owner, the security deposit will be used to account for additional Special Event days.

8. The Wedding/Special event, including music, can be played until 12a.m.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

#### Renters Contact Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/country: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of  
Guest/Renter: \_\_\_\_\_

Date: \_\_\_\_\_

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Signature of the owner: \_\_\_\_\_