

My Island Life Bahamas Inc.
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RENTAL AGREEMENT

RESERVATION

Thank You for choosing Rental Company for Your vacation rental. To confirm Your Reservation, Rental Company needs to receive from You the following 3 items within 24-hours from the reservation date shown on your Booking Charges Invoice, failure to do so, Rental Company reserves the right to cancel this reservation without notice:

- 1- This signed Agreement and each page initialized;
- 2- A 50% deposit of the total Booking Charges is required unless Your check-in date will occur in less than 30 calendar days, in that case 100% of the total Booking Charges is required (if reserved through www.myislandlifebahamas.com);
- 3- A valid credit card to be placed on file;

The credit card placed on file will cover the following items:

- 1- The outstanding balance of the total Booking Charges, if any, due 30 calendar days prior of checking in (if reserved through www.myislandlifebahamas.com), unless You make other arrangements with Rental Company;
- 2- The security deposit;
- 3- Other fees and charges that You might have incurred prior, during and/or after Your stay at the Property;.

The total Booking Charge includes: 1) rent, 2) a non-refundable cleaning and inspection fee, 3) Taxes, which is VAT of the Bahamas.

By signing this Agreement, You warrant that You are legally capable to make this Reservation, that You are authorized to make charges to the credit card placed on file and that You authorize Rental Company to make charges to the credit placed on file. The laws of the Province/State and the Country where Rental Company is registered shall govern this Agreement, any legal action shall take place in the city where Rental Company is registered.

FORMS OF PAYMENT

Rental Company accepts all Visa and MasterCard cards as well as Interac Transfers. Cash can be used in person when agreed in writing by Rental Company.

CANCELLATION / REFUND POLICY

To cancel a confirmed Reservation, a notice of cancellation must be received in writing at least 30 days prior of checking in. If the notice of cancellation is received within this specified time, then Rental Company will not charge You the remaining balance of the Booking Charge, if not, then 100% of the Booking Charge is forfeited. The deposit is not refundable under no circumstances. There are no refunds for, but not limited to, the bad conditions of the ocean or the beaches, poor or severe weather, late arrivals, early departures, poor travel conditions, road closures, allergies, health or medical issues, utility or water outages, back flow of the septic tank, mandatory evacuation, construction at neighboring properties, war, terrorism, acts of God or other reasons beyond Rental Company's control.

Please note: This only applies for Reservations made through www.myislandlifebahamas.com.

SECURITY DEPOSIT

A security deposit of \$1,000.00 USD must be placed on the credit card on file upon checking in. The security deposit can only be paid by Visa or MasterCard credit cards. When no damage occurs, Your security deposit will be refunded to You within two weeks of Your departure. We do not charge bank fees for this transaction. When damage occurs, the total amount of the security deposit will be taken and any excess will be refunded once the dispute will be resolved. The Property Damage section, of this Agreement, will cover the situation when the total costs of the damage exceeds the security deposit amount.

PROPERTY DAMAGE

You are responsible for all, accidental or intentional, damages that are outside normal wear and tear, such as, but not limited to, any missing items, excess cleaning, plumbing stoppages or pipe damage, broken furniture, broken appliances, water damage, fire damage and other damages to the Property. By signing this Agreement, You agree to be held liable for any costs associated with the damages done to the Property and authorize Rental Company to charge Your credit card on file to cover any costs in excess of the security deposit amount. If the cost of replacement, repairs or cleaning exceeds the limit of Your credit card on file, You agree to pay the difference to Rental Company. In the event of a dispute concerning a property damage, arguments are to be heard in the jurisdiction where the Rental Company exists.

PARTIES / NOISE POLICY

Please note that, since the Property is on a private island at roughly a distance of 1000 feet from Mangrove Cay and facing the open sea, noise carries easier and further with the wind and especially at night. Parties are allowed, but be aware of excessive noise, rowdy behavior or other nuisances will not be tolerated after 12:00 AM. Any founded complaint from neighbors about the aforementioned will be deemed a material breach of this Agreement and Your entire group may be evicted immediately and all payments and security deposits will be forfeited.

CHECKING IN

You will receive check-in instructions 30 days prior of taking possession of the Property. Since You will have a private guide assisting you throughout Your Stay, check-in time starts when You will be PICKED UP from Mangrove Cay Airport (MAY) and NOT when You arrive at the Property.

On Your check-in invoice under "Notes" You will find a list of items that will be given to You at check-in time by Your private guide, YOU ACKNOWLEDGE that the list of items received matches the list of items under "Notes" on Your check-in invoice, unless otherwise indicated within two (2) hours of checking in to the Rental Company.

Keep in mind that early check-in, before 3:30 PM or late check-in after 6:00 PM MUST be requested at booking time to Rental Company. An early or late check-in fee of \$100.00 USD/hour will be charged in such case, unless other arrangements were made at booking time with Rental Company. Please be advised that it is up to the Rental Company to grant You permission for an early or late check-in, in such case, this information must be indicated on the check-in invoice under "Notes".

YOU ACKNOWLEDGE that the Property is in good condition, unless otherwise indicated within two (2) hours of checking in to the Rental Company. By signing this Agreement You authorize Rental Company to charge Your credit card on file, if such case occurs, an early or late check-out fee.

CHECKING OUT

Because the time between Your departure and the arrival of the next guests is limited, a fee of \$100.00 USD/hour will be assessed for departure times after the check out time, unless other arrangements were made at booking time with Rental Company. Check out time starts when You will be DROPPED OFF at Mangrove Cay Airport (MAY) and NOT when You left the Property.

On Your check-in invoice under "Notes" You will find a list of items that was given to You at check-in time by Your private guide, the same items must be returned to Your private guide, a \$500.00 USD per lost item fee will be charged.

Late check-out fee can be waived in some circumstances, if requested at check-in time to Rental Company. Please be advice that it is up to the Rental Company to grant You permission for a late check-out, in such case, this information must be indicated on the check-in invoice under "Notes".

The Booking Charges includes the inspection and cleaning of the Property upon departure. It is required that the Property be left in the same condition You received it (see Upon Leaving section in this Agreement). Your will be charged for any extra cleaning (at a rate of \$100.00 USD/hour), for damages (including, but not limited to, stains, broken glass, left over trash, etc.). By signing this Agreement You authorize Rental Company to charge Your credit card on file, if such case occurs, a late check-out fee, a lost item fee, an extra cleaning fee, any fines that may be incurred during Your Stay and the Booking Charges associated for occupying the Property beyond the term of Your Stay.

PROPERTY BINDER

The Property Binder contains all the necessary information, such as, but not limited to, how to operate electronic equipment, where to put the trash, what's the WiFi password, how to restart the Internet, where is the main panel, etc. You will also find activities and restaurant in the area that are available to You, and a list of places that You can use Your Reservation # to get discounts. This binder will be inside the Property on the kitchen counter and/or will be given to You when checking in by Your private guide.

NUMBER OF OCCUPANTS

We must have the information of all occupants in Annex A of this Agreement, in case of a fire, an act of God or any other incidents that may involve the Fire Department, the law enforcement or the Ambulance, this list of occupants will be requested by the authorities in such case. The number of occupants allowed is specified in Annex B of this Agreement. If, at any time, the number of people (children and adults), including any guest(s) that You may have over for the day or the night, exceeds the maximum occupancy, You are in breach of this Agreement and Your entire group may be evicted immediately and all payments and security deposits will be forfeited. The maximum number of occupants allowed can never be exceeded under ANY CIRCUMSTANCES. Rental Company reserves the RIGHT TO INSPECT the Property at any time if there is a suspicion of this rule being transgressed.

PETS

Rental Company has a No Pets policy, unless You are renting a Pet Friendly Property with restriction and have received permission to bring a pet (Your credit card on file will be charged \$100.00 USD/pet). Normally, pets are not allowed in, at, or around the Property. If, AT ANY TIME You violate the No Pets policy, You are in breach of this Agreement and Your entire group may be evicted immediately and all payments and security deposits will be forfeited. By signing this Agreement You authorize Rental Company to charge Your credit card on file a pet fee.

SMOKING

Rental Company has a No Smoking policy, smoking inside the Property will not be tolerated under ANY CIRCUMSTANCES. However, smoking is allowed outside the Property in the designated area, as shown in the Property Binder. If, AT ANY TIME You violate the No Smoking policy, You are in breach of this Agreement and Your entire group may be evicted immediately and all payments and security deposits will be forfeited. To avoid any extra cleaning fees as explained in the check-in section of this Agreement, Your cigarette buds must be picked up from the ground and placed in the ashtray or metal bucket outside (see Property Binder section in this Agreement).

TRASH REMOVAL

All trash is to be kept in the locked trash container, as shown in the Property Binder, and the cover must be closed to prevent animals from making a mess.

HOUSEHOLD SUPPLIES

Kitchen is well equipped for meal preparation and serving. There are sufficient dishes, glasses, mugs, tableware and serving dishes for the maximum occupancy. Property includes blankets, bed linens, and one set of towels for each guest up to the maximum number of guests allowed, dish washing soap and dishwasher detergent are provided.

TELEPHONE / INTERNET

Property is not equipped with a telephone and You are responsible to bring your personal mobile phone, if needed, since there is mobile voice and data signal at the property but service is not guaranteed. Your cellular carrier can provide you all the information on how to connect your mobile phone in the Bahamas.

MAINTENANCE

Rental Company will conscientiously try to address maintenance issues as they occur. If a major issue occurs please call us immediately, if Rental Company is not advised of the problem when it occurs, You might be held liable for the issue, thus the associated costs. After hours emergency number is found in the Property Binder.

ALLERGIES

Please let Rental Company know at the time of booking if there are any concerns regarding allergies. Although You are not allowed to have pets in the Property, the Property Owner himself may keep a pet. Please do not assume that the No Pets policy means that the home is allergen-free.

BLUES HOLES/REEF

Around the island You will find, at a swimming distance, 3 blues holes just waiting to be explored. These blue holes can dive down into vast underground submerged cave systems that can meander down to hundreds of meters and stretch on and fan out for miles, with much of this often virtually unexplored. The blue holes can pose many dangers for divers, such as disorientation, tight passageways, and sudden currents. We recommend snorkeling around the blue hole and never dive inside of them since strong currents can pull you inside. Always wear some kind of floating device around them. The reef is located at 1 mile from the island and private diving excursion can be arranged.

ACCURACY OF INFORMATION

Rental Company has made every attempt to ensure the accuracy and reliability of the information provided on Rental Company's web site. However, the information is provided "as is" without warranty of any kind. Rental Company does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on the Rental Company's web site. In the event that the information on the Rental Company's official printed documents, such as but not limited to, rental agreements, property binder, booking charge, etc., differs from the information contained on the Rental Company's web site, the information on such official printed documents shall control and take precedence.

LIABILITY

The Owner and Rental Company shall not be liable for any damage or injury occurring on or about the premises of the Property to You and the occupants, except in the case of Owner or Rental Company's failure to perform, or negligent performance of, a duty imposed by law. You as Guest, on behalf of Yourself, members of Your party, and all the successors, assigns and heirs, hereby agrees to protect, defend, indemnify and hold harmless the Property Owner and Rental Company, its employees, owners and other agents or representatives thereof, from and against any and all losses, costs, expense, damage, or liability (including reasonable attorneys' fees) arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of the Owner or Rental Company's failure to perform or negligent performance of a duty imposed by law. The Owner or Rental Company is not responsible for damage to Guest's personal property resulting from fire, storm, rain, flood, power outage, appliance failure, theft, vandalism, leaking fixtures, acts of God, etc. Rental Company shall not be liable for negligence or unlawful acts of the Owner.

SIGNATURE ACKNOWLEDGEMENT

The undersigned, has read and agrees with the terms and conditions of the entire Agreement and accepts all liability for any damage beyond normal wear and tear to the Property during the Stay and further understands, to be the responsible person of the Reservation and takes full responsibility for the actions of all occupants shown on Annex A of this Agreement.

SIGNATURE

X

FIRST NAME LAST NAME

Username: username@domain.com

Date