

RENTER, VILLA and OWNER agree to the following terms and conditions as part of the rental agreement:

**VILLA RENTAL.** The rental of the VILLA includes the following elements. Additional items are considered extra and will have an additional cost:

- Use of the VILLA and its facilities for the reserved dates and number of guests. Facilities are defined as; the main structures, the pool, property easements, and the accessible grounds and facilities. Not included are power generation rooms, electrical inverter & battery rooms, water pump rooms, owner's storage or other areas so labeled or identified as not for guest usage.
- Fully trained and dedicated staff

**VILLA USAGE.** Use of the VILLA is provided to you as a guest of the OWNER who asks you to treat their vacation home with the care one would expect of a luxury home of this caliber. Any guest, visitor or member of the RENTER group found to be mistreating the VILLA or the staff may, at the sole discretion of VILLA, be removed from the VILLA immediately, not allowed to return and loss of all deposits and monies paid.

**PAYMENTS.** Reservations require a 50% DEPOSIT of the VILLA RENTAL FEE within seven (7) days. The FINAL BALANCE of RENTAL including GRATUITY, SECURITY DEPOSIT, MEAL PLANS, and EVENTS are expected no later than 30 days prior to the arrival date. Failure to pay initial rental deposit, security deposit or balance of rental on time could result in loss of reservation and all monies received. If reservations are made less than 30 days before arrival full balance is required within 7 days of booking or prior to arrival, whichever is sooner.

**CURRENCY.** All rates and payments are in U.S. dollars.

**MEAL PLAN.** The VILLA has a mandatory MEAL PLAN, which consists of a RENTER agreed menu including breakfast, lunch, dinner, snacks, fresh juices, bottled water and soft drinks, the cost of the MEAL PLAN will be US\$85 per person per day for adults (ages 12+), US\$40.00 for children between 4-11 years of age and free for youngsters under 4 years. The RENTER will notify VILLA in advance how many adults and children make up the group so that the MEAL PLAN pricing can be determined. The total MEAL PLAN payment will be forwarded to VILLA along with the final rental payment 30 days prior to entry.

**TRANSPORTATION.** The VILLA includes round trip airport transfer for one group. It is understood that all transportation to, from and around the villa is an additional cost of the RENTER. The VILLA manages arrangements for additional transportation upon request. There is no fee for this service except for the fees charged by the transportation company.

**GRATUITIES.** Our staff members are all exceptionally hard working and dedicated to your total enjoyment, satisfaction and relaxation during your vacation with us. To help compensate them for their extraordinary efforts, we require a minimum gratuity of 10% of the rental rate to be paid with the final rental payment 30 days prior to entry. The villa manager uses a fair and equitable distribution formula to ensure each member of our staff is recognized.

**REFUNDS.** Once reservations have been confirmed, all monies are committed to the rental. VILLA will provide 90% credit of these monies for up to one (1) year against a rental of Villa Valentina should a date change be necessary and 30 days' notice is provided. 100% of any security deposit, gratuities or meal plans will be refunded upon any cancellation by RENTER. In the case of a 'force majeure', which includes unforeseen border closures, a full refund is provided if within 30 days' of the arrival date, 95% refund within 20 days or a 90% refund if less than 20 days. If the VILLA is determined to be not rentable due to some unforeseen circumstances 100% of monies are refunded. For peace of mind, we highly recommend you purchase trip cancellation insurance from your travel agent or broker.

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**SECURITY DEPOSIT.** Following checkout the villa will be cleaned and an inventory taken prior to the next guests checking in, provided there is no more than a reasonable clean up and nothing has been damaged or missing the entire security deposit will be paid to you in full within 10 business days or if we inspect the villa together prior to your departure your security deposit funds can be used immediately as credit towards any incidentals you have incurred while at the villa and there exists a balance it will be paid to you within 10 business of your departure.

**OCCUPANCY.** The maximum occupancy is reflected in the communicated TOTAL IN GROUP figure. Any occupancy in excess of this or use of bedrooms unauthorized by the rental, will result in immediate forfeiture of SECURITY DEPOSIT and additional fees as defined by VILLA, payable upon demand.

**REGISTERED GUESTS.** VILLA accepts families, married couples and responsible adults over the age of 21 only. All guests over the age of 18 must be a signatory to this AGREEMENT. Only guests registered with and approved by VILLA are allowed on the premises of the VILLA. Permission must be obtained from, and additional fees paid to, VILLA for access to the VILLA by any non-registered guests. The security personnel of the VILLA have been instructed to prevent unauthorized access to the VILLA to help ensure your privacy and security as well as that of the VILLA. Bachelor parties, prostitutes, or similar activities generally considered illegal or immoral and degrading to and abusive of the reputation of the VILLA and the neighborhood are not allowed at any time in the VILLA. The VILLA reserves the right to limit or reject any guests with or without cause.

**SPECIAL EVENTS.** Weddings and other SPECIAL EVENTS will involve bringing in outside services such as caterers, bartenders, cooks, musicians, servers, etc. All SPECIAL EVENTS must be arranged through the VILLA and the total of the associated fees should be forwarded to VILLA along with the final rental payment 30 days prior to entry. The exact pricing for the coordination of these SPECIAL EVENTS depends upon the event itself and will be quoted as requested. Additional contractual arrangements may also be necessary.

**SMOKING.** Smoking is not permitted within the VILLA but may be done outside on the terraces, in the gardens or around the swimming pool. Please take normal precautions to prevent any damage to the VILLA.

**CHECK-IN / CHECK-OUT.** Check in time is 3:00pmGMT on the START DATE and check out is 11:00amGMT on the END DATE unless special arrangements are made with VILLA in advance.

**IN ROOM SAFES.** If the VILLA is equipped with an in-room safe made available to you for personal security of your valuables.

**SATELLITE TV.** The VILLA may provide Satellite TV to provide uninterrupted, full-access television. As part of this, it may be possible to access Pay-Per-View (PPV). Any PPV access must be reported to VILLA prior to check-out to allow for accurate invoicing of final fees. Failure to do so will result in the related amount being deducted from the SECURITY DEPOSIT.

**SWIMMING POOL.** The swimming pool of the VILLA is used entirely by the guests of the VILLA and at their own risk. It is imperative and the responsibility of the RENTER that children and elderly are supervised at all times in and around the pool area. No diving is allowed. Under no circumstances must any glass be used in or around the swimming pool or spa. Breakage of a single glass may require drainage and cleaning of the entire pool, which would be at the additional substantial expense of the RENTER. Plastic cups, plates and utensils are available for your convenience.

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**PETS.** Pets of any kind are not allowed on the property without prior arrangements. Additional fees and security deposits for pet damage may be required at the discretion of VILLA.

**ADDITIONAL TERMS.** Upon check-in, the RENTER agrees to read and adhere to any additional guidelines and limitations of liability of the VILLA provided by VILLA at check-in.

**LICENSING.** Villa Valentina is organized under the laws of the Dominican Republic and is not a licensed rental company or travel agency in any State of the United States of America and both parties enter into this agreement with this knowledge. Both parties agree, in the case of any contractual dispute or other action by law, to defer to the competent adjudication of the Justice of the Peace, Municipality of Las Terrenas in the Dominican Republic.

**SYSTEM FAILURES & RATE ADJUSTMENTS.** VILLA and OWNER make every reasonable effort to ensure that amenities and systems are in place, in working order, and the descriptions are as accurate as reasonably possible. RENTER recognizes and agrees that décor, colors, inventories and amenities may change at the OWNER's discretion. In case of a maintenance problem, VILLA will strive to have the problem resolved as soon as possible and maintains full time maintenance personnel to help achieve this. However, RENTER understands that the Dominican Republic is a developing country lacking in significant infrastructure and with an inadequate supply of quality trades people and parts. Unforeseen failures of any system such as electricity, water, air conditioning, telephone, television or satellite service, internet service, appliances, etc. may be beyond the ability of VILLA to repair rapidly. No refund or rate adjustment shall be made for any system failure or disturbance outside of the villa beyond the control of VILLA including construction or loud parties at neighboring villas.

**EXTERNAL SERVICE PROVIDERS.** As a courtesy to our RENTERS, VILLA provides access to external service providers including, but not limited to, local ground transportation, spa services, entertainment and excursions. RENTER understands that VILLA is bound by agreements with these service providers to collect payments in advance for selected services. However, VILLA has no authority over the actual pricing of these services and makes no warranty, written or implied, as to the actual fees the RENTER will be charged at the time the services are utilized. As an additional courtesy, VILLA will make reasonable efforts to inform RENTER of any price changes but changes in those prices will not terminate, cancel or modify this Agreement or the commitment of the reservation documented herein.

**WAIVER AND RELEASE FROM LIABILITY.** RENTER HEREBY WAIVES AND RELEASES, indemnifies, hold harmless and forever discharges OWNER, VILLA and their respective owners, agents, staff, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, including any claims of owner or employee negligence, whether known or unknown, in law or equity, that RENTER, ever had or may have, arising from or in any way related to participation in any of the events or activities, and for the duration of the stay at the VILLA, conducted by, on the premises of, or for the benefit of, the VILLA provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

RENTER understands that presence on the property may expose them to dangerous conditions including but not limited to, insects and spiders, ditches, erosions of the land whether man-made or natural, sharp rocks, animals, both wild and domestic, and RENTER acknowledges that even domesticated animals may have dangerous propensities and can create hazardous conditions including horses, cattle, dogs, etc. On behalf of themselves, heirs, assigns and next of kin, RENTER waives all claims for damages, injuries and death sustained to RENTER or RENTER's property that RENTER may have against the aforementioned released party to such activity or conditions. By this Waiver, RENTER assumes any

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risk, and takes full responsibility and waives any claims of personal injury, death or damage to personal property associated with the VILLA including but not limited to manmade hazards associated with the property such as slippery shower basins, swimming pool facilities, beaches, and natural hazards such as holes, ditches, culverts, fallen trees, branches, fence posts, mud or other irregularities and using the terrain or surrounding land for any use including: walking, jogging, picnicking, hiking, mountain cycling, or other related activities on and off the premises, whether or NOT attributable to RENTER's own neglect or fault, including use of all motorized vehicles whether deemed safe or otherwise. RENTER further understands that the VILLA makes no claims or representations about fitness for use of the property and the surrounding land for any particular purpose, other than that stated, and makes no warranties, either expressed or implied, as to the safety of the premises, and that RENTER is using said property at RENTER's own risk.

This WAIVER AND RELEASE contains the entire liability agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the VILLA, whether by agreement, by operation of law, or otherwise.

RENTER has read, understands and fully agrees to the terms of this WAIVER AND RELEASE. RENTER is eighteen (18) years of age or older and mentally competent to enter into this waiver. This Agreement and its terms and provisions will include everyone in RENTER's group, family or party including, but not limited to, any minors who accompany RENTER or who are under RENTER's care.

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RENTER

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DATE

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