



## Villa Rental & Security Deposit Agreement

This Agreement is between \_\_\_\_\_

(“LESSEE”) and North Coast Management, S.A. (“MANAGER”), a property and villa rental management company established in the Dominican Republic to administer **Villa Costa Norte** (the “VILLA”), located in La Catalina, Cabrera, Dominican Republic which is owned by Shawn Sefton & Rafael Ortega. (“LESSOR”). The VILLA is managed by the MANAGER who possesses the complete authority from LESSOR to market, lease and make all decisions necessary for the safe, secure and profitable operation of the VILLA.

The full legal name and address of LESSEE or, if a group, LESSEE primary contact is:

<b>Name:</b>	_____		
<b>Address:</b>	_____		
<b>City:</b>	<b>State/Prov.:</b>	<b>Post Code:</b>	
<b>Country:</b>	_____		
<b>Email:</b>	<b>Phone:</b>	<b>Fax:</b>	

LESSEE has agreed to rent VILLA and LESSOR has agreed to accept the following rental period, group size and fee structure (“RENTAL PERIOD”). All guests must arrive and depart during the same date unless special arrangements are made and agreed to in advance:

<b>Total # in Group:</b>	<b>Adults</b> (age 12+): _____	<b>Children</b> (age 5-11): _____	<b>Toddlers</b> (age < 5): _____
<b>Start Date:</b>	<b>End Date:</b>	<b># of Nights:</b> _____	

The VILLA RENTAL FEE is for the rental of the VILLA as described below.

<b>Villa Rental Fee:</b>	\$ _____
<b>Security Deposit:</b>	\$2500.00

LESSEE and LESSOR further 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 number of guests identified above. Facilities are defined as; the main structures, the pool, property easements, the beach, the accessible grounds and the exercise facility. Not included are power generation rooms, electrical inverter & battery rooms, water pump rooms, owner's storage or other areas so labeled as not for general guest usage.
- A starter bar, which includes; 1 case of 24 Dominican beers, 3 cases of bottled water and a case of guest selected soda.
- Fully trained and dedicated staff including private chefs, butlers/hosts, maids/housekeepers, security, gardeners, management and maintenance personnel.

**VILLA USAGE.** Use of the VILLA is provided to you as a guest of the owners who ask 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 LESSEE group found to be mistreating the VILLA may, at the discretion of the MANAGER, be removed from the VILLA immediately, not allowed to return and loss of all monies paid.

**PAYMENTS.** Reservations require a 50% DEPOSIT (\$ \_\_\_\_\_) within 5 days of booking for the rental to be confirmed and guaranteed. The FINAL BALANCE of RENTAL and any SECURITY DEPOSIT must be received no later than 45 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 45 days before arrival, then 100% of rental and security deposit are required within 4 days of booking.

**CURRENCY.** All payments must be made in U.S. dollars. Cash, traveler's check, money order, cashier's check, personal check, or Visa, MasterCard, American Express are the only acceptable forms of payment. Other forms of payment are not acceptable without prior agreement by the MANAGER. Full payment for all incidental expenses, including food and alcohol, are required before check-out.

**MEAL PLAN.** The VILLA has a pre-defined MEAL PLAN, which consists of an agreed to menu including breakfast, lunch, dinner, snacks, fresh juices, bottled water and soft drinks. The cost of this Meal Plan is US\$50 per person per day for adults, ½ price (\$25.00) for children between 5-12 years of age and free for youngsters under 5 years. The LESSEE will notify MANAGER 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 LESSOR along with the final rental payment 45 days prior to entry.

**TRANSPORTATION.** It is understood that all transportation to, from and around the villa is the responsibility and additional cost of the LESSEE. We are able to assist in the arrangement of 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 ask for a minimum 12% gratuity to be paid at the end of your stay with us. All gratuities should be given to the MANAGER who will use 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 and no refunds are available. 100% of any security deposit will be refunded upon any cancellation for any reason. A full refund is available if the villa is determined by the MANAGER to be unrentable due to some unforeseen circumstances. For peace of mind, we highly recommend you purchase trip cancellation insurance from your travel agent or North Coast Management.

**SECURITY DEPOSIT.** A deposit in the amount indicated above is payable at the time of payment of the FINAL BALANCE. Following checkout of the VILLA it will be cleaned and a thorough inventory taken prior to any other guests checking in. Provided there is no more than reasonable clean up and nothing has been damaged or missing, a check for the entire security deposit will be placed in the mail within 10 business days. Any damages in excess of the security deposit will be paid in full by the LESSEE within 15 business days of receipt of demand for payment.

**OCCUPANCY.** The maximum occupancy is reflected above in the TOTAL IN GROUP figure. Any occupancy in excess of this will result in immediate forfeiture of SECURITY DEPOSIT and additional fees as defined by the MANAGER, payable upon demand.

**REGISTERED GUESTS.** Only up to twenty (20) guests registered with and approved by the MANAGER are allowed inside the VILLA. Permission must be obtained, and an additional fee paid to the MANAGER 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 property.

- Guests visiting the Registered Guests who remain in the for meals will be charged an additional USD \$25 per person;

**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 MANAGER and additional fees paid to MANAGER prior to the special event. 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 3:00pm on the START DATE and check out is 11:00am on the END DATE.

**ELECTRONIC SAFES.** Each bedroom is equipped with an electronic safe that is programmed to your individual code upon check-in. There is a \$100 USD fee if you forget your code and forced entry into the safe is required to return your valuables.

**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 LESSEE that children are supervised at all times in and around the pool area. No diving is allowed outside of the deepest end of the pool. The depth of the pool is between zero and 9 feet. 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 LESSEE. Plastic cups, plates and utensils are available for your convenience.

**PETS.** Pets of any kind are not allowed on the property. Please inform the MANAGER if you require any special arrangements with the VILLA pets due to allergies or other concerns.

**ADDITIONAL TERMS.** Upon check-in, the LESSEE agrees to read and adhere to the guidelines of the VILLA provided by the MANAGER at check-in.

**LICENSING.** North Coast Management, S.A. is not a licensed real estate company in any State of the United States of America and both parties enter into this agreement with this knowledge.

**WAIVER AND RELEASE FROM LIABILITY.** LESSEE HEREBY WAIVES AND RELEASES, indemnifies, hold harmless and forever discharges LESSOR, MANAGER 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 LESSEE 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.

LESSEE 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 LESSEE 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, LESSEE waives all claims for damages, injuries and death sustained to LESSEE or LESSEE's property, that LESSEE may have against the aforementioned released party to such activity or conditions.

By this Waiver, LESSEE assumes any 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 man-made 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, ice, snow, mud or other irregularities and using the terrain or surrounding land for any use including: walking, jogging, pick nicking, hiking, mountain cycling, or other related activities on and off the premises, whether or NOT attributable to LESSEE's own neglect or fault, including use of all motorized vehicles whether deemed safe or otherwise. LESSEE 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 LESSEE is using said property at LESSEE's own risk.

This WAIVER AND RELEASE contains the entire liability agreement between the parties, and supercedes 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.

LESSEE has read, understands and fully agrees to the terms of this WAIVER AND RELEASE. LESSEE understands and confirms that by signing this WAIVER AND RELEASE LESSEE has given up considerable future legal rights. LESSEE has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to LESSEE. LESSEE's signature is proof of LESSEE's intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. LESSEE 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 LESSEE's group, family or party including, but not limited to, any minors who accompany LESSEE or who are under LESSEE's care. LESSEE further agrees that LESSEE shall assume responsibility for watching and caring for the minor's safety and guarding against all hazards, whether explicitly mentioned in this WAIVER AND RELEASE or otherwise.

**DISPUTES.** Both parties agree, in the case of any contractual dispute, to defer to the competent adjudication of the Justice of the Peace, Municipality of Cabrera in the Dominican Republic.

MADE AND SIGNED IN GOOD FAITH IN TWO ORIGINALS WITH THE SAME EFFECT AND IMPORTANCE, ONE FOR EACH PARTY;

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement.

AGREED

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North Coast Management, S.A.

MANAGER

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LESSEE