



Vacation Rental Agreement
(4 pages total)

This is a Vacation Rental Agreement, and making the reservation, or signature on this agreement, or payment of money, or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

This Vacation Rental Agreement ("Agreement") is entered this day by and between White Glove Investment Co., as agent for the owner of the Property ("Owner") referred to herein as "White Glove" and the undersigned "Guest," whether one or more.

In consideration of the mutual covenants and conditions herein, White Glove, solely on behalf of the Owner, does hereby lease and rent to the Guest the Property named herein on the following terms and conditions in addition to the confirmation provisions set forth herein.

1. **RENTAL PERIOD:** This Agreement is for the property and dates provided for on the reservation form being submitted. Variations to Check in time is 4pm. Check out time is 11am unless otherwise specified.

2. **INITIAL DEPOSIT AND RENTAL AGREEMENT:** Reservations will only be confirmed following receipt of deposit, which shall also be considered acknowledgement of the rental agreement. Payment made by credit card will occur when the reservation is made either on-line or over the telephone. Payment can be made by Paypal, Visa, MasterCard, or Discover. Alternate payment methods may be acceptable if approved in advance by White Glove.

3. **FINAL PAYMENTS:** Half the remaining balance must be received by White Glove sixty (60) days prior to check-in date, with the full remaining balance received forty-five (45) days prior to check-in date.

4. **SECURITY DEPOSIT:** A security deposit (cash or credit card) will be collected at or before check-in time. Personal checks are not accepted. The home will be inventoried and inspected before and after occupancy. The security deposit will be refunded after Guest departure and inspection of the home. If secured with cash, security refund will be handled at checkout. Credit card deposits are refunded by White Glove after checkout but credit availability is subject to individual credit card companies and may vary. Property must be returned in same condition as received. Any damage beyond normal wear and tear and normal maid or trash removal, such as extraordinary cleaning requirements, or arranging furniture back to original position, incurred to property during the duration of this lease may be deducted from the security deposit.

5. **CANCELLATION:** Cancellation greater than 90 days subject to \$100 administrative fee

Cancellation 61-90 days subject to 25% of the rental

Cancellation 30-60 days subject to 50% of the rental

Cancellation less than 30 days forfeits entire rental

In addition, charges incurred by Casa Vista Verde for any special requests made by you will be deducted from any refund. If the property is re-rented for all or part of the time cancelled, any retained rent or deposits shall be refunded, up to the net amount paid to the owner by the new renter, less a \$100 administrative fee.

6. BREACH: If a Guest or any member of their party violates any terms or conditions of this Agreement, including the rules and regulations attached hereto, White Glove may terminate this Agreement and Guest shall be subject to eviction and shall be subject to forfeiture of total payments for any days remaining under lease term. Any security deposit will be handled in accordance with paragraph 4 above.

7. WEATHER AND SPECIAL CIRCUMSTANCES: In the event of a storm which results in a mandatory evacuation, refunds will be issued on a pro-rated basis. Special consideration may be given to cancellations due to death or illness of a close family member of the Guest. We recommend the purchase of travel vacation insurance at Guest's expense that may protect against unforeseen weather events, involuntary unemployment, family sickness or death, trip interruption or other special circumstances.

Guest understands that Dwelling is a privately owned home and is being made available for rent. In the event of a major system failure such as air conditioning, water pump, or a major appliance and White Glove is unable to secure timely repair after notice of failure, White Glove reserves the right to move guest to comparable accommodations with no rate reduction or refund payment for the unused portion of the stay at White Glove's option.

8. WAIVER OF LIABILITY FOR POOLS: The Guest will assume all responsibility for their party for the risk of using the private or community pools and agrees to waive any claim whatsoever against Owner or White Glove for accidents or claims arising from use of private or community pools.

9. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or Guest's use or occupancy of the premises.

10. Casa Vista Verde is a staffed vacation rental. Landscaping and maintenance equipment (e.g. tractor) is stored in the garage for safekeeping, and landscaping staff may enter the garage during normal work hours to retrieve and store said equipment. Housekeeping staff may enter the villa itself for cleaning and meal preparation during normal work hours. Furthermore, if the guest stay involves a reception, party, or similar event, staff may enter the villa storage areas in the garage and basement to retrieve or store table settings, linens, additional furniture, and other required items. If guests do not wish for staff to enter according to the above situations, they may so notify the Property Manager before or during their stay and such entry shall be discontinued; however guests should be aware that this may require termination of certain advertised or expected services which depend on said entry. In any case, upon reasonable notice, White Glove agents or employees will have the right to enter the property at reasonable hours and times to confirm compliance by Guest with the provisions of this lease that Guest is required to perform, to inspect the premises, and to make such repairs or alterations as White Glove considers proper. For purposes of this clause, reasonable notice shall be considered given when delivered verbally to any member of the guest party staying in the villa.

11. NUMBER OF GUESTS: The maximum number of occupants allowed for property is based upon five beds with 2 persons per bed. This number includes both adults and children who sleep in their own beds. Any additional Guests beyond the number quoted and reserved must be authorized by White Glove prior to your arrival, and may result in additional charge.

12. PETS: Pets are not allowed inside the home.

13. **SMOKING:** Casa Vista Verde is a nonsmoking residence indoors. If non-smoking house policies are violated, a cleaning charge of \$300 will be assessed against the security deposit.

14. **LINENS AND ACCESSORIES:** Linens and normal housekeeping items such as appliances, dishes, silverware, cookware and glassware are provided, along with certain recreational items listed on the Casa Vista Verde website. Guests should plan to supply paper goods, laundry and dish soap, beach chairs, and any outdoor equipment not specifically mentioned on the website.

15. **LOST ITEMS:** White Glove is not responsible for lost, stolen, or misplaced personal items. However, if notified and/or found within a reasonable amount of time, White Glove will ship items using a valid Guest credit card.

16. **KEYS:** Guests will be given two entry keys and the appropriate number of bedroom keys upon checkin. Guest is responsible for lost keys. In the event that keys are lost, misplaced, or not returned, the Guest will be responsible for a lost key charge of \$20 per key. If guests are locked out of the villa or a bedroom between 8am and 5pm, please contact the property manager for re-admittance at no charge. Outside the hours of 8am to 5pm (7pm if staff is preparing dinner), a \$35 lockout charge per incident will be added to the final invoice.

17. **PROVISIONING:** Provisioning service prior to your arrival and during your stay is provided on a best efforts basis. The villa will be provisioned to your specifications before your arrival. During your stay, please allow 24 hours for delivery of any additional requested items. After hours requests, or requests requiring faster attention, are subject to a \$45 delivery charge.

18. **PWC USE:** Fees in effect for the PWC are \$200 per day or \$850 per week, and usage requires completion of a separate rental contract. The security deposit is \$1500 for the PWC. (This is in addition to the house security deposit).

For insurance and safety reasons, all PWC riders must wear life jackets(provided), and PWC operators must be at least 16 years of age. The PWC may only be used during daylight hours, and for guest convenience will be launched and retrieved by staff.

All PWC operators must complete the safety briefing and checkout ride to staff satisfaction before operating watercraft.

PWC will have full fuel tank at the start of your rental period. The PWC uses premium fuel which is NOT readily available on the island, and it may be damaged through the use of regular fuel. There is no charge for the first tank of PWC fuel per rental period; if more fuel is needed guests are asked to contact staff for refueling. Fuel beyond the first tank will be charged at cost.

19. **CELL PHONE:** Two cell phones with pre-programmed staff numbers and worldwide calling capability will be provided to you for the duration of your stay. The phone will be pre-charged with 100Lempira(about \$5) credit; if additional credit is required Claro cards may be purchased at many locations around the island.

20. **INTERNET SERVICE:** Unlimited bandwidth internet service is not available on Roatan. Internet service is provided via monthly recharge which permits 2Gb of data transmission per week. This is usually sufficient for checking email and web surfing, however video/audio downloading or heavy Skype usage may consume the available transmission amount rather quickly. Usage in excess of 2Gb/week will be charged at the then current cost of replenishment.

AFTER HOURS ASSISTANCE AND MAINTENANCE: Please contact White Glove immediately.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no representations, inducement or other provisions other than those expressed in writing as contained herein. No representations, agreements, undertakings or promises whether oral or implied or inferred have been made by either White Glove or Guest unless expressly stated herein.

I HAVE READ THIS ENTIRE CONTRACT AND AGREE THAT I AM RESPONSIBLE FOR ALL OF THE ABOVE RULES. I AGREE TO BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY MY PARTY. WHITE GLOVE HAS MY EXPRESS PERMISSION TO CHARGE MY CREDIT CARD OR TAKE CASH FOR A SECURITY DEPOSIT IN THE AMOUNT OF \$2000 (\$2500 FOR WEDDINGS, RECEPTIONS, OR OTHER EVENTS). I UNDERSTAND THAT, SHOULD IT BE NECESSARY, THIS CHARGE WILL BE UTILIZED BY WHITE GLOVE TO CHARGE ME FOR ANY DAMAGES, MISSING ITEMS, ANY EXTRAORDINARY CLEANING TO THE UNIT AND ANY CHARGES ARISING FROM ANY VIOLATION OF THE VACATION RENTAL CONTRACT BY MYSELF OR ANYONE IN MY PARTY. FOLLOWING CHECKOUT, AMOUNTS NOT UTILIZED FOR THE ABOVE PURPOSES OR TO SETTLE OTHER OUTSTANDING BALANCES WILL BE REFUNDED.

Guest Name: _____ Signature: _____

Address: _____

Phone: _____ Email: _____

Check-in: _____ Check-out: _____