

Vacation Rental Agreement

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”) entered this day by and between Roatan Life Vacation Rental, as agent for the owner of the Property referred to herein as “Roatan Casa” and the undersigned “Guest,” whether one or more.

In consideration of the mutual covenants and conditions herein, Roatan Life, 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. Check in time is 4pm. Check out time is 10am unless otherwise specified.

2. INITIAL DEPOSIT AND RENTAL AGREEMENT: The rental agreement must be acknowledged and returned with the first payment, which must occur within five (5) days of making the reservation, or the reservation shall be automatically cancelled. Payment made by credit card will occur when the reservation is made either on-line or over the telephone. Payment can be made by wire transfer, Visa or MasterCard.

3. FINAL PAYMENT: The remaining balance must be received in full by Roatan Life sixty (60) days prior to check-in date.

4. SECURITY DEPOSIT: A security deposit (cash or credit card authorization) will be collected at or before check-in time. Personal checks are not accepted. All homes are inventoried and inspected before and after occupancy. The security deposit will be refunded after departure and inspection of the home. If secured with cash security deposit, refund will be handled at checkout. Credit card authorizations are released by Roatan Life after checkout but credit availability is subject to individual credit card companies and may vary. Property must be left in same condition as upon arrival. Any damage beyond normal wear and tear and normal maid or trash removal, such as extraordinary cleaning requirements, arranging furniture back to original position, incurred to property during the duration of this lease may be charged to 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 or \$100 whatever is greater.

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

Cancellation less than 30 days forfeits entire rental

**However, 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, Roatan Life 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: Weather in the tropics is sometimes unpredictable and we recommend the purchase of travel insurance to help protect your vacation investment. 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 vacation travel insurance at Guest's expense that may protect against unforeseen weather events, involuntary unemployment, family sickness or death, trip interruption or other special circumstances. Further information is available upon request and on our website.

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 Roatan Life is unable to secure timely repair after notice of failure, Roatan Life reserves the right to move guest to comparable accommodations with no rate reduction.

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 Roatan Life 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. Upon reasonable notice, Roatan Life 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 agreement that Guest is required to perform, to inspect the premises, to make such repairs or alterations as Roatan Life considers proper.

11. NUMBER OF GUESTS: The number of occupants allowed for property is based upon the number of beds with 2 persons per bed. This number includes both adults and children who sleep in their own beds. Any additional Guests beyond this number must be authorized by Roatan Life prior to your arrival.

12. PETS: Pets are not allowed in most homes. For homes accepting pets, it must be approved in advance and all applicable pet fees and deposits collected.

13. SMOKING: Roatan Casa does not accept smoking in the house. If nonsmoking house policies are violated cleaning damages will be taken from security deposit.

Other Information:

1. LINENS AND ACCESSORIES: Linens and normal housekeeping items such as appliances, dishes, silverware, cookware and glassware are provided. Guests should plan to supply paper goods, laundry soap, beach chairs, beach towels and any outdoor equipment.

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

3. KEYS: You are issued 2 keys at check-in. As these are privately owned properties, you are 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.

4. INTERNET AND CABLE OR SATELLITE TV: Infrastructure on Roatan is not first world and we provide no guarantees regarding interruption in service for internet or TV service cause by 3rd party providers.

5. AIRPORT TRANSPORTATION: This is not guaranteed in rental. We provide airport “meet and greet” and in-home orientation. If we can accommodate the Guest in our vehicles, we will do so, but reserve the right to arrange ground transportation for the customer at their own expense.

AFTER-HOURS ASSISTANCE AND MAINTENANCE: Please contact Roatan Life Vacation Rentals 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 Roatan Life, Property Owner 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. ROATAN LIFE HAS MY EXPRESS PERMISSION TO AUTHORIZE MY CREDIT CARD OR TAKE CASH FOR A SECURITY DEPOSIT IN THE AMOUNT OF EQUAL TO THE WEEKLY RENTAL AMOUNT. I UNDERSTAND THAT, SHOULD IT BE NECESSARY, THIS AUTHORIZATION WILL BE UTILIZED BY ROATAN LIFE 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 ORDINANCE BY MYSELF OR ANYONE IN MY PARTY.