

From: Kelly Mccray/Homer Garcia
Renter/Guest(s):

Please read this agreement in full.
PLEASE PRINT AND BRING WITH YOU ON YOUR VACATION

'ROATAN OCEANVIEW VACATION RENTAL AGREEMENT

YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

Please make sure that you inspect the House photos, description and amenities on the web site, as there is no refund upon arrival. See also (3, 23 and 24) below.

1. RENTAL FEES & PREPAID RENT DEPOSITS:

Checkout cleaning Fee of \$40.00 is included in the Rental Fee. **There is also a Refundable damage deposit of \$300.00** included. This is to cover the cost of any damages or breakage and will be refunded upon inspection.

Payment for additional amenities can be made in US cash in Roatan with my manager. See our rates page on the website for our refund policy. We will regretfully have to cancel your reservation if the final balance is not received by the due date. NO refunds shall be paid if the reservation is cancelled at any point once the reservation date has been reached.

Included in Booking: Drinking water, Wireless Internet and Monitored Security is included in booking. (for short term rentals)

Airport meet and greet with escort to grocery store and home (\$25.00 charge)

Extra Maid Service available upon request at an additional charge.

Private Tours available - Upon Request at an additional charge.

In the event that manager is not available to do pick you, as he does island tour with the cruise ships, arrangement will be made with a Taxi for pick up.

My manager can reserve rental car, make plans for Island / Water Tours or get you around to see some of the best Roatan has to offer at an additional fee.

The renter agrees that he will not claim any charge backs or credits from his credit card company for any fees charged to his credit card, including but not limited to booking, deposit, rental, additional cleaning or damage fees.

2. We trust that our guests are responsible however we still require a security deposit. **Guests are financially responsible for all damages and for additional cleaning fees if necessary.** Should housekeeping find the home in an unacceptable condition, photos will be taken and we will charge your credit card or bill you for damage repairs, replacement of missing contents, expenses resulting from agreement violations, trash left in unit, dirty dishes left unwashed, furniture moving, or unacceptable condition of home on departure.

3. **CANCELLATION POLICY AND REFUNDS:** We know that plans can go astray. However we rely primarily on advance reservations, and cancellations cannot readily be filled. Please see our refund table that outlines cancellation dates and refunds applicable on our rates page on this website.

4. **CHECK-IN AND CHECK-OUT TIMES:** Check in time begins at 3:00 p.m. Check out time is by 11 a.m. of course, if possible, we are willing to work around arrival and departures times of the Airlines.

5. **PHONE:** The home does have a land line upstairs, which works sometimes. A Cell phone is available with a local Sim Card for local calls and for contact with the manager. you can also add additional Minutest. However, On Roatan, cell phones are mostly used. Your cell phone will most likely work here if you have an international plan.

6. **ELECTRICITY:** Electricity on Roatan is provided by the Roatan Electric Company (RECO). It is currently included in price for short term rental. Any power outages and subsequent loss of air conditioning is not the owner's responsibility and we are not liable for any inconveniences with regards to RECO power problems, we ask that all guests use electricity wisely and conserve energy where and whenever possible. Please turn off lights in un-used rooms, please only run A/C units in bedrooms when rooms are occupied. Please do not leave the units running while you are out for the day or money will be taking out of your security deposit

7. **EMERGENCIES:** Call 199 for police. Call 198 for Fire Department or manager. Roatan cell # 011 504 993 19606

8. **SMOKING:** We ask that smokers use the exterior balconies and DO NOT SMOKE INSIDE. We also ask that all cigarette or cigar butts or waste be put in the garbage and not thrown on the floor or anywhere inside the house or balconies. Please help us to keep our home clean!

9. **MAINTENANCE:** Maintenance and cleaning services are performed by the manager, additional housecleaning can be arranged by him for an additional fee. **PLEASE REPORT ANY PROBLEMS OR DAMAGES in the home THE DAY OF CHECK-IN and during your stay TO THE manager. IF NOT REPORTED, WE MUST ASSUME THE DAMAGE OR LOSS OCCURRED DURING YOUR OCCUPANCY AND WE WILL HAVE TO CHARGE YOU.** When maintenance needs arise during your stay (light bulb burns out in a non-reachable place, leaky faucet, toilet runs, oven burner not working, etc.), please tell the manager.

10. The home comes fully furnished, including dishes, silverware, cookware and linens (towels, bath mats, sheets, dish towels). **Do not rearrange the bedding or furniture.** The owner and housekeeper are **not responsible for any items left in the home** by a renter. If any item is left in the home, items can be returned by FedEx to USA and Canada locations. However, this is extremely expensive and should be avoided. Any FedEx charge will have to be paid by the renter.

11. **CHECK OUT PROCEDURES: On departure guest(s) are required to leave the property in the same general condition it was when guest(s) arrived. If more than normal cleaning is required, appropriate charges will be charged to your credit card.**

The following items must be complied with before check out:

- (1) Dishes, Pots, Pans, Silverware, and Utensils are washed, dried and put away.
- (2) Stove, oven and kitchen appliances are clean.
- (3) Refrigerator is clean. If there are food items that would be appropriate to give to the cleaning staff, please put them in a plastic bag and leave in the fridge. All other items should be carefully sealed in a bag and put in trash can. Please help us to avoid insect problems.
- (4) Charcoal grill is clean.
- (5) Windows and doors are closed and locked. All lights are turned off to conserve energy.
- (6) All air conditioning units are turned off.
- (7) All garbage and trash is bagged and left in trash cans.
- (8) Property is left neat and in order.

12. **Rental Policies:** The following Rental Policies are established to ensure a quality vacation for all guests. Please do not request any exceptions to these policies:

13. **Minimum age required to rent house is 21 years** and the person who books the house rental must stay at the house for the entire rental period. Sub-leasing or parents renting for their children under the age of 21 is NOT allowed.

14. **NO SUB-LEASING:** It is against policy for you to sub-let your unit. Example: Should you reserve a unit for a 2 weeks, it is expected that you will be staying there, not you for several days, then your neighbor, relative, employees, etc. for several days.

15. **PARTIES:** While parties are allowed, we ask that you use your common sense and recognize that you, the renter, are solely responsible for keeping the home and all its contents in the condition you found it in upon check in. Any damage done

by people that you invite to the home will be charged to your credit card or taken from the damage deposit.

16. **MAXIMUM OCCUPANCY:** Please adhere to the maximum occupancy advertised for each of the home unit. . Exceptions can be made with pre-arrangements in place. Bringing more people than the maximum occupancy allowed will result in the loss of your damage deposit.

17. **SAFETY RE: BALCONIES AND DECKS:** Please supervise all children at the home. There are balconies that may pose a hazard to children or others. Roatan Oceanview is not responsible for any injuries or death that might occur in, around or anywhere neared the house.

18. **PETS:** There are no pets allowed anywhere in the home. Any pets found at the home will result in a loss of your damage deposit and you will be asked to leave.

19. **BEACH TOWELS** Please use the beach towels provided for use on the beach. Do not take towels to your sightseeing tours or visiting other beaches. Please DO NOT use bath towels at beach.

20. **TRASH:** Trash must be deposited in the trash container. Please do not leave trash bags on steps or outside as it attracts insects and animals.

21. Rental will be forfeited with the loss of all remaining rent and deposit fees if the above home policies are not followed.

22. **Amenities are NOT guaranteed.** There are **NO REFUNDS for the malfunction of any equipment** including but not limited to air conditioning, TV, pool, appliances, power outages and cell phone service. Every effort has been made to ensure all equipment is in working order. Please report any inoperative equipment to the manager. Owner, manager, housekeeping and /or subcontractors may enter premises during reasonable hours to perform maintenance. **Please make sure that you inspect the home photos, description and amenities on the web site regarding the features, and condition, and surroundings of the home, as it is not in a Gated private community, you are staying in nice local area, that is not fenced off, as this is the way we live in Roatan, therefore, there is no refund of any portion of your rental fee upon arrival.**

23. **No refunds due to early departure.** This includes departures due to inclement weather, illness, bug bites or any other reason. While we do our absolute best to ensure that our home is in a clean, comfortable, well maintained condition, we are not responsible for debris that washes up on the beach due to inclement weather, we are only responsible for the beach and land surrounding house, we are not responsible for any unsightliness due to ongoing maintenance and repairs. I DO NOT REFUND For any kind of insect, Ex. Bugs, Mosquitos, Seanums, weather, Power outages, etc. that a guest may find in, on or around the house. All guests are financially responsible for the entire booking once your reservation has been made.

24. **NO refunds due to Weather, Change of Plans, or Early departures.** During your visits, stay tuned to TV/Radio/Weather stations for storm warnings or watches. Also realize that storms occurring in the USA could affect flights arriving and departing from Roatan. Depending on the severity of any storms on Roatan, it is your responsibility to take necessary precautions. We are not responsible for damages incurred due to weather or cost to evacuate your family.

25. **ROATAN DRIVING CONDITION:** Be advised that Roatan's road conditions vary and that there are many hazards ... especially at night. Keep watchful for taxis stopping in road and please PASS WITH CARE. There are very few straight stretches of road where passing is safe. You are responsible for your rented transportation.

26. **OCEAN:** The house sits directly on the beach and the reef is accessible through a short wade through the grass to the channel.

27. **CUSTOMER COMMENTS:** We hope you enjoy your stay. In our efforts to improve our service, we welcome any comments you may have about your stay. Please review us on our website.

28. **GENERAL STATEMENT:** All information contained herein is considered to be accurate and truthful. THE HOUSE OWNERS and caretakers or housekeeping assume no responsibility and shall have no liability whatsoever for errors, including without limitations, typographical errors and or omissions. Rates, furnishings, and amenities are subject to change without notice. In the event a unit is unavailable for rental due to fire or storm damage we will do everything possible to find

you alternate accommodations. The renter fully understands that: the house owners and caretakers/housekeeping is not responsible or liable to renter for loss or theft of any of the renter's personal property, accidents, injury or damage of any nature from any cause to renter (including guests, licenses, or invitees) or acts of God, weather, road, travel or diving conditions or other recreational activities, or items removed or changed in the house. Guest(s) hereby agree(s) to INDEMNIFY and hold the house owners and caretakers/housekeeping harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest (s) assumes the risk of injury or other losses relating to any recreational activities and will hold home owner and its agents harmless with respect there to.

29. LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY:

If Owner is forced to resort to employment of legal counsel, litigation, or professional collection services in the collection of any amounts due Owner under this Agreement, Tenant shall be responsible for all costs of litigation and collection including, but not limited to, reasonable attorney's fees if Owner prevails in said legal action.

30. Every effort is made to ensure all information in Owner's advertising is accurate and complete. However, Owner cannot be held responsible for typographical errors, omissions, price changes, and other changes made by owners within the unit.

31. Tenant is responsible for abiding by all rules, regulations, and instructions in the Lease Agreement and/or posted in the units. Any exceptions to the above-mentioned rules, regulations and instructions must be approved in writing in advance by the Owner.

32. If at the time tenant is to begin occupancy of the property, Owner cannot provide the premises in a fit and habitable condition, or occupancy is unavailable for some unavoidable reason, Owner will offer an alternative property. In the event that Owner is unable to do so, you will be refunded all payments made. Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including, but not limited to, any expenses incurred as a result of travel, costs of re-renting, etc. Tenant must submit any complaint regarding accommodation to Owner, in writing, prior to checkout for consideration by Owner. The Tenant agrees to release, indemnify, and hold harmless the Owner from and against any and all liability for injury to the person or the tenant or to any member of his household resulting from any cause whatsoever, except only such a personal injury caused by the negligence or intentional act of the Owner. This indemnification includes any and all costs and expenses which may accrue to Owner, or agent including reasonable attorney's fees.

33. In the event the property subject to this agreement is voluntarily transferred by Owner, Owner will advise Tenant of transfer of property.

36. Owner//Manager, or their representatives have the right to enter premises during tenancy to inspect, make repairs, or show property for sale.

The renter agrees that he will not claim any charge backs or credits from his credit card company for any fees charged to his credit card, including but not limited to booking, deposit, rental, additional cleaning or damage fees.

Remember Roatan is like anywhere else you'd travel, Be Smart, Be Aware of your surroundings and you will be fine.

Come and Enjoy all the beauty and hospitality that Roatan has to offer and I hope you will want to come back again

Roatan Oceanview House Address:

East Side Sandy Bay, near Sunny Side Roatan, Honduras, S.A.

Emergency Contact: Owner USA Number Kelly Mccray 954 673-6154

Manager Name and Phone Number in Roatan : Homer Garcia Cell # 011 504 9931 9606

Renter/Guest(s) : Signatures

