

# VACATION RENTAL LEASE AGREEMENT

1. **PROPERTY:** The property being leased by Landlord to Tenant is commonly known as “The Coakley House” main house, which is located on Andros Island, Fresh Creek, Bahamas on the south east corner of the inlet to Fresh Creek and the Atlantic Ocean approximately 22 miles west of Nassau.
2. **TERM:** The occupancy term of this agreement shall be from \_\_\_\_/\_\_\_\_/\_\_\_\_, check in time after 4:00 PM to \_\_\_\_/\_\_\_\_/\_\_\_\_, check out time before 9:00 AM.
3. **RENTAL RATE:** The rental rate for the occupancy term of this Agreement is \$\_\_\_\_\_, 50% of which is due and payable at the signing of this Agreement by Tenant, and 50% of which is due and payable sixty (60) days before the date of occupancy. If there are less than sixty (60) days between the date of the signing of this Agreement by Tenant and the date of occupancy the entire rental rate for the occupancy term is due at the signing of this Agreement by Tenant. Personal checks, money orders and cashier’s checks will not be accepted. Only Bank counter checks are accepted.
4. **OCCUPANCY RESTRICTIONS:**
  - A) **USE:** Tenant shall utilize the Property solely for vacation residential use and for no other purpose.
  - B) **OCCUPANCY:** Our rental rate is based on occupancy of no more than 10 persons.
  - C) **PETS:** Pets are NOT allowed in or on the premises of the Property. Violation of the pet policy will result in termination of this Agreement and there will be no refund.
  - D) **SMOKING:** This Property is a NON-SMOKING property. Smoking of any kind is not permitted inside any room or the house.
  - E) **CHILDREN:** Tenant is solely responsible for supervising any children using the property during the term of the occupancy. The docks, beach and coral rock are easily accessible to young children and present a danger for young children who cannot swim and are not properly supervised. In addition, the property has an elevated patio. Walking, standing or sitting on the concrete wall by children or adults is prohibited.
  - F) **FIRES:** Fires are prohibited on the property, as are torches and candles.
  - G) **LARGE PARTIES:** Large parties, defined as a gathering of more than 10 persons, require special written permission of Landlord, and depending on their nature, the payment of additional charges.
  - H) **DOCK:** Using the docks for any purpose other than fishing or swimming without prior approval from landlord is strictly prohibited and is cause for immediate eviction and Tenant will be responsible for any damage.
  - I) **VIOLATION OF RESTRICTIONS:** Violation of any restrictions will result in termination of this Agreement and there will be NO REFUND.

5. PROPERTY:

- A) OWNERS AREAS:** Locked areas such as Owner's personal storage areas, the guest cottage, and storage shed are exempt from this lease and are off limits to the Tenant. Entry into these areas is cause for immediate eviction and Tenant will be responsible for any damage or missing items.
- B) WATER QUALITY:** The Property uses city water for cooking, bathing and washing. Disruption in service can occur. Owner is not responsible for disruption in service caused by local utilities. Locals on the island drink and cook with the water. One bottle of filtered water is provided. Empty 5 gallon bottle may be exchanged for a full bottle with a fee. Tenant agrees to use their best efforts to conserve water.
- C) HURRICANES:** In the event that a hurricane warning is in effect for Andros Island or an evacuation is ordered at the time you are to depart for your vacation you will receive a full refund of your deposit. If you have arrived at the Property and then vacate you will be charged pro-rata for the time spent at the Property.
- D) POWER OUTAGES:** There are occasional power outages on the island which is a part of life in paradise. Landlord shall not be responsible for occasional power outages which are beyond Landlord's control.
- E) CLEANING:** The Property is to be left in a tidy state. Used towels should be placed in the laundry area and dishes and cooking utensils cleaned and left in the drying rack. If excessive cleaning is required an additional cleaning fee will be charged based on the number of hours required to clean the Property. If you have rented the Property for two (2) or more weeks a cleaning for each full week of your rental is included in the lease rate.
- F) DEPOSIT CONDITIONS:** In order to confirm the dates for your vacation rental you must pay a 50% deposit and sign this Vacation Rental Agreement. The 50% balance is due sixty (60) days prior to your vacation rental date. If at the time you signing this Vacation Rental Agreement less than sixty (60) days remain to your rental date, you must pay the full balance of the rental charges. Payment by check should be mailed to Catherine Smith, PO Box 288, Isle of Palms, SC 29451.
- G)** In the event you cancel your vacation the rental payment will be retained and Landlord will attempt to re-rent the Property for your reserved dates of use. To the extent that Landlord can re-rent the Property for your reserved dates of use at the same rental rate you will receive a refund to the extent Landlord was able to mitigate and re-rent all or a portion of the Property for your reserved dates of use. In the event Landlord is unable to re-rent the Property Tenant will forfeit their deposit.
- H)** A security deposit of \$250.00 is required. We will only accept a bank counter check. Personal checks, money orders and cashier's checks will not be accepted. Security deposit will be refunded in full after tenet has vacated property, and a complete inspection of the house has been completed determining that there have been no damages other than normal wear and tear done to the home. At that time a check in the amount of your security deposit will be mailed back to you. Please draft a separate  
check in the amount of \$250.00 payable to Catherine Smith to be included in final mailing of rental monies.

6. **PROPERTY CARETAKER:** The property caretaker will meet and greet you and show you about the Property and answer any of your questions. Additional services such as fishing, diving, shopping, babysitting, mid-week cleaning, laundry service and massage therapy can sometimes be coordinated, at additional cost, if there is sufficient advance notification. If you desire any additional services, it is a good idea to arrange them before you arrive. Additional services are provided directly by the caretaker or housekeeper or other locals on the island and not by Landlord. On the island, if you received good service, it is customary to tip the caretaker and housekeeper.
7. **INDEMNIFICATION:** Tenant agrees to indemnify and hold harmless the Landlord and the Landlord's representatives for any injuries, accidents or otherwise, that may be incurred or suffered upon the Property by Tenant and guests or anyone associated with Tenant for any cause whatsoever during the term of this contract. Tenant's personal property and vehicles are not insured by the Landlord or the Landlord's Representatives against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts or others, or any other cause.
8. **TENANT'S RESPONSIBILITY:** Tenant agrees not to damage the property or its furnishings. Tenant agrees to pay the cost to repair or replace any damages caused by Tenant's or Tenant's guests to the premises or associated personal property. Tenant shall pay a \$250.00 security deposit. Deposit shall be refunded after inspection and release of the property by Caretaker.
9. **ACCEPTANCE BY TENANT:** The undersigned Tenant has read the foregoing Vacation Rental Agreement prior to its execution and understands its terms and agrees to all the conditions.

TENANT:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_ Date: \_\_\_\_\_

Coakley House Holdings, LTD  
Fresh Creek, Andros Bahamas

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