



SHORT-TERM RENTAL AGREEMENT

I. The Parties

This Short-Term Rental Agreement ("Agreement") made on ----- is between the following:

----- with a mailing address of ----- and contact -----, hereinafter "Tenant."

AND

Katie D LLC, a corporation with a mailing address of 1279 Pittsford Mendon Road, Mendon, New York 14506 USA and contact info@vermilionvilla.com, hereinafter "Landlord."

Landlord and Tenant ("Parties") agree to the following terms and conditions:

II. The Property

The Tenant agrees to rent the residential dwelling, Vermilion Villa, described as a single-family home with an address of East Bay Street, Marsh Harbour, Abaco Bahamas ("Property"). The Property consists of 7 bedrooms and 7.5 bathrooms.

III. Furnishings

The Property shall be furnished by the Landlord. Landlord shall provide furnishings including, but not limited to, beds, linens, dining sets, sofas, a TV, dishware, silverware, and cookware. Furnishings shall be reasonably consistent with the quality and style shown in photographs.

IV. Guests

The total number of individuals allowed to stay at the Property for any period will be limited to 17 people. Any amendment made to this restriction must be made in writing between Tenant and Landlord.

Tenant's Guests include all people invited to the Property by Tenant during Tenant's Rental Period. Tenant is solely responsible for all Tenant's Guests understanding and adherence to the rules and restrictions contained within this agreement as well as any additional house rules posted at the Property.

V. Rental Period

The term of this Agreement shall begin ----- and end on ----- ("Rental Period"). This Agreement will terminate at the end of the Rental Period.

The Tenant shall be allowed to check-in starting at **03:00 PM** local time on the first day of the Rental Period and must check-out by **11:00 AM** local time on the last day Rental Period.

VI. Rent

The rent due by the Tenant to the Landlord shall be in the amount of \$----- USD for the entire rental period. 50% of this amount shall be due at the signing of this contract but shall be returned in the event of cancellation more than 90 days prior to the start of the Rental Period. The balance of the rent due shall be due ten (10) days before the start of the Rental Period.

VII. Security Deposit

Tenant shall be obligated to pay a Security Deposit in the amount of \$5,000 USD due two (2) days before the start of the Rental Period. Landlord shall return the Security Deposit, less deductions to compensate Landlord for damages beyond normal wear and tear, within seven (7) days of the end of the Rental Period.

VIII. Pets

Under no circumstance shall Tenant be allowed to have any type of animal on the Property without written permission from Landlord. Permission may be given on a case-by-case basis.

Any approved pet will require an additional security deposit of \$1,000. The terms will be the same as the base Security Deposit.

IX. Fees, Taxes, and Deposit

Tenant shall be responsible for the following fees:

Rental Fee- \$----- USD (50% amount due at signing and balance due ten (10) days before the start of the Rental Period)

Security Deposit: \$5,000 USD (Due two (2) days before the start of the Rental Period)

Cancellation Fee: 50% of rental fee if Tenant cancels within 90 days of the start of the Rental Period

Pet Fee: \$500 USD per pet if Landlord has provided Tenant with written permission to bring a pet to the Property. If pets are brought to the Property without written permission, the fee shall be \$1,000 USD per pet.

Pet Security Deposit: \$1,000 USD (same terms as the base Security Deposit)

X. Payment

The first 50% of rent shall be paid via credit card at the time of booking. Tenant agrees that Landlord may subsequently charge the same credit card for the remaining rent, security deposit(s), and fees. If the provided credit card is insufficient for payment, Tenant must provide a sufficient credit card within 24 hours of notice.

Landlord will not provide Tenant with access to the Property until all owed payments are complete.

XI. Termination

During the Rental Period, Landlord or its agents have the right to inspect the premises with reasonable prior notice to Tenant. Should the Tenant violate any of the terms of this agreement, the Rental Period may be terminated immediately at Landlord's discretion. Tenant waives all rights if they fail to vacate the premises upon termination of the Rental Period. Tenant shall vacate the premises by 11:00AM local time on the last day of the Rental Period.

XII. Maintenance and Repairs

Tenant shall maintain the premises in good condition and use the premises only in a careful and lawful manner. Landlord shall arrange for maintenance and repairs should the premises suffer damage beyond normal wear and tear.

Tenant agrees that Landlord shall deduct from the Security Deposit prior to refund if tenants cause damage to the premises or its furnishings beyond normal wear and tear and that cost of repairs in excess of the Security Deposit shall be reimbursed to the Landlord by Tenant.

XIII. Subletting

Tenant(s) shall not be allowed to sublet the Property. If Landlord does allow the Tenant the right to sublet, an amendment must be signed by both Landlord and Tenant and shall be attached to this Agreement.

XIV. Quiet Enjoyment

The Tenant shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. Tenant shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenant shall then immediately vacate the premises.

XV. Smoking

Any and all forms of smoking, including vaping, shall not be permitted inside the Property. All smoking activities MUST occur outside. Any cigarette butts or other waste must be disposed of properly. Tenant shall not leave any cigarette butts as litter around the property. Marijuana use is illegal in The Bahamas.

XVI. Use of Property

Tenant expressly acknowledges and agrees that this Agreement is for transient occupancy of the Property and that Tenant do not intend to make the property a residence or household.

XVII. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of non-dangerous weather conditions.

Landlord reserves the right to close the Property and terminate this Agreement if weather forecasts and/or U.S. or Bahamian government directives lead Landlord to reasonably believe inhabitation of the Property would be unsafe. In such an event, all fees and rents collected from the Tenant will be returned pro rate.

If weather forecasts and/or U.S. or Bahamian government directives lead Tenant to reasonably believe inhabitation of the Property would be unsafe, Tenant may terminate this Agreement. In such an event, all fees and rents collected from the Tenant will be returned pro rate.

If weather forecasts and/or U.S. or Bahamian government directives predict dangerously adverse weather conditions (including, but not limited to, hurricanes), Landlord will make reasonable effort to communicate such to Tenant. Reasonable effort will be made by both Parties to agree whether to continue or terminate this Agreement.

XVIII. Illegal Use

Tenant shall use the property for legal purposes only and other use, including but not limited to illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of fees and rents.

XIX. Fire Alarms

The Tenant must notify the Landlord without delay if a fire alarm “chirps” or has a low battery condition.

XX. Possessions

Valuable items left behind by Tenant will be held with reasonable effort made to contact the Tenant in order for a safe return. If items are not claimed for longer than 6 months, they shall become the property of the Landlord. Landlord shall not be held liable for the condition of items left by Tenant.

XXI. Management Contact

In the event the Landlord needs to be contacted immediately, the Tenant shall use the following contact:

Property Manager: Latera Aitken, Lux Property Management

Telephone: +1 (242) 554-0549

XXII. Landlord's Liability

Tenant and Tenant's Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature or cause of the accident, injury, or loss. Tenant expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant and that Tenant should purchase their own insurance for Tenant and Guests if such coverage is desired.

Tenant expressly recognizes that the Property includes an unfenced swimming pool, hot tub, and direct ocean access. All water poses inherent risks of drowning and other causes of injury or death. The ocean inherently poses risks associated with water, wild marine life, tides, currents, etc. All children and adults who cannot swim must be supervised around the pool, hot tub, and ocean at all times. There are no lifeguards on duty.

XXIII. Notice

In the event written notice is required, the Parties shall be recognized by the mailing address and email contacts set forth in Section I of this Agreement.

XXIV. Attorney's Fees

Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by Landlord enforcing this agreement.

XXV. Governing Law & Choice of Forum

This agreement is governed under the laws of New York State, United States of America, where Landlord is located.

The Parties expressly submit to the exclusive jurisdiction of Monroe County Supreme Court in the 7th Judicial District of New York State and agree that this venue is convenient, not to seek a change of venue nor seek to dismiss the action on the grounds of forum non conveniens, and not to remove any litigation from that court to a federal court.

XXVI. Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Entire Agreement

This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied

in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

SIGNATURES

Tenant's Signature _____ **Date** _____

Landlord's Signature _____ **Date** _____