

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “Agreement”) is made by and between **the** Owner and the Traveler, whose names and signatures are found on the Rental Agreement Summary, which accompanies this Short Term Rental Agreement and as of the dates last set forth therein. The Rental Agreement Summary forms part of this Short Term Rental Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property:

The property is a fully furnished Apartment of 1 bedroom, 1 bathroom, open plan kitchen-dining-living room and 3 terraces, located at:

Flat B8, Le Laurier, Avenue Des Perruches, Flic en Flac, Mauritius

2. The property is furnished and includes all items listed in the Inventory List attached with the quotation.

3. Rental Party:

The rental party shall consist of Traveler and any other person specifically approved by the Owner

4. Reference to “Owner”

Any reference made to the “Owner” in this agreement shall include reference to its agents, assigns, employees or representatives.

5. Maximum Occupancy:

The maximum number of occupiers is limited to 2 persons. A penalty charge of 50 GBP per person per night will be charged for unauthorised occupiers.

6. Timings:

There are no check-in and checkout times. But please inform us of the time of your arrival and departure so we can arrange to give and collect the apartment keys.

7. Minimum Stay:

This property requires a 4 - night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 4 days, the Traveler will be charged the 4-night rate.

8. Rental Rules:

Traveler agrees to abide by terms in this Agreement, the Rental Rules attached as Exhibit A and the House Rules attached as Exhibit B at all times while at the property and shall cause all members of the rental party and anyone else Traveler permits on the property to abide by these terms and rules at all times while at the property.

9. Access:

Traveler shall allow Owner access to the property for purposes of repair and inspection. Owner shall exercise this right of access in a reasonable manner.

10. Condition And Use of Property

- 10.1. Traveler acknowledges that use of amenities such as pools, terraces, hot water and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Traveler's own risk.
- 10.2. Traveler shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times.
- 10.3. Traveler and any additional permitted person shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall they use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.
- 10.4. Traveler shall advise the Owner of any defects and/or disrepair in or at the property promptly.

11. Assignment Or Sublease

Traveler shall not assign or sublease the Property.

12. Risk Of Loss And Indemnification

- 12.1. Traveler agrees that all personal property, furnishings, personal affects and other items brought into the Property by Traveler or any permitted person and visitors shall be at the sole risk of Traveler with regard to any theft, damage, destruction or other loss and Owner shall not be responsible or liable for any reason whatsoever.
- 12.2. Traveler hereby covenants and agrees to indemnify and hold harmless Owner and their agents, successors, agents' employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, legal fees incurred by Traveler, permitted person, visitors or agents, representatives or successors of Traveler due to any claims relating to destruction of property or injury to persons or loss of life sustained by Traveler or family and visitors of Traveler in or about the Property and Traveler expressly agrees to save and hold Owner harmless in all such cases.

13. Release

Traveler hereby waives and releases any claims against the Owner and their successors, agents, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Traveler or any permitted person or visitor, on or near or adjacent to the Property, including any common facilities, activities or amenities. Traveler, any permitted person and

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visitors agree to use any such facilities or amenities entirely at their own initiative, risk and responsibility.

14. Unavailability Of Property

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of the Owner, the Owner will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Traveler. If such replacement property cannot be found and made available, the Owner shall immediately return all payments made by the Traveler, whereupon this Agreement shall be terminated and Traveler and Owner shall have no further obligations or liabilities in any manner pertaining to this Agreement.

15. General Provisions

- 15.1. Any changes, amendments or modifications to this agreement shall be void unless the same are in writing and signed by both the Traveler and the Owner. This Agreement shall be governed by the laws of Mauritius.
- 15.2. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof.
- 15.3. If any provision herein is held invalid, the remainder of the Agreement shall not be affected.
- 15.4. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein.

This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

16. Rental Payments

- 16.1. The damage deposit, as specified in the Rental Agreement Summary, will be retained by the owner, the owner's property manager, the management of holidaylettings.co.uk, homeaway.com or flipkey.com
- 16.2. Best efforts will be made for the security deposit to be refunded within 10 business days of the Checkout Date provided no deductions are made due to:
 - 16.2.1. damage to the property or furnishings;
 - 16.2.2. dirt or other mess requiring excessive cleaning;
 - 16.2.3. any other cost incurred by Owner due to Traveler's stay;
 - 16.2.4. any breach of this agreement and/or the Rental rules and/or the house rules.
- 16.3. The Rental costs payable are those specified in the Rental Agreement Summary.

17. Cancellation Policy:

If Traveler wishes to cancel his/her reservation, the deposit and rental payment will not be refunded except as follows:

- 17.1. 100% if cancelled at least 60 days prior to the Check-in Date
- 17.2. 50% if cancelled at least 30 days prior to the Check-in Date
- 17.3. No refund if cancelled less than 30 days prior to Check-in Date

There will be no refund in case of no-shows and/or cancellation on or after the check-in date.

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18. Insurance: We encourage all renters to purchase travel insurance.
19. Payment: Acceptable payment methods are online payment through the website as indicated by Owner and wire transfer.
20. Traveller agrees that all rental monies are non-refundable as per cancellation policy above. Traveler acknowledges having read his rights to purchase travel insurance.
21. The parties are deemed to agree to the terms of this Short Term Rental Agreement as soon as the Owner is notified of the Traveler's first payment, made in accordance with the payment schedule.

Exhibit A

RENTAL RULES

1. Smoking is not allowed in the apartment except on the apartment entrance terrace leading to the staircase. A penalty fee of 100 GBP will be charged if evidence of smoking is found.
2. People other than those in the Traveler party may not stay overnight in the property.
3. Keep the property and all furnishings in good order
4. Barbecues are to be prepared on the terrace hosting the boiler and with the pool view, as no fire or flame is allowed to be lit in any other area of the apartment.
5. Only use appliances for their intended uses
6. Pets are **NOT** allowed.
7. **Parking:**
PARKING – Parking is limited to 5 vehicle(s). Vehicles are to be parked in designated parking areas only on a First Come First Serve basis.
8. **Housekeeping:** There is an optional housekeeping service. Linens and bath towels are included in the unit.

Exhibit B

HOUSE RULES

1. It is very complicated to reconfigure the WIFI router, so please do not switch off the power to the WIFI router under the TV.
2. Please do not use any other utensils other than the 2 provided on the induction stove as nothing else will work and it might be dangerous.
3. Please try not use the internet connection to catch up on your downloading – excessive usage will slow the connection by 80% and we will have to wait another month for it to be back to normal.
4. It might be tempting to put the large sofa outside on the turf, but please do not, it will damage the turf and you can hurt yourself moving furniture around.
5. Smoking is strictly forbidden on the green terrace, inside the property and on the back terrace, it is only allowed on the entrance terrace – a penalty fee of £100 will be charged if evidence of smoking in prohibited areas is found.
6. We care for your safety and the safety of others, fireworks are strictly forbidden.