



Terms and Conditions of Rental

Terms & Conditions # 2014-001

18/07/2014

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These Terms and Conditions clarify The Owner's obligations to The Renter, The Renter's obligations to The Owner, and in the very unlikely event of any disputes, will be used as the basis for any resolution. Please read them carefully before confirming your booking.

Acceptance of these Terms & Conditions forms a binding contract between the following two parties: The Rental Applicant (The Renter) and The Property Owner (The Owner).

1. Rental Group

All persons listed on the Rental Agreement or added subsequently by The Renter will be bound by the terms of this agreement. Occupancy of the property is restricted to those names listed on the Agreement or added subsequently by The Renter. The Rental Applicant is considered to be the Lead Renter and will assume full responsibility for all members of the Rental Group throughout the rental period. Information or instructions relating to this rental will be communicated to the Rental Applicant only and not to any third-party member of the Rental Group.

2. Payments

The Owner will confirm a Reservation once the application has been approved and initial or full payment has been processed. An initial rental deposit payment of 50% of the rental fee will be due at the time of booking. In the event of a reservation not being accepted by The Owner, all fees paid will be refunded immediately. Any booking made within 21 days of the start of the rental period must be paid in full by bank wire transfer at the time of booking. No reservation may commence without full payment being cleared.

Once a reservation is received and accepted by The Owner, The Renter is liable for payment of the balance of the rental fee 21 days before occupation of the property. Non-payment by the due date will be treated as a cancellation and the deposit will be forfeited.

In addition to the rental fee, a security damage deposit must be paid by bank wire transfer with the balance of the rental fee or in cash at the moment of arrival at the

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property. The Renter will not be permitted access without the payment of the damage deposit.

The Owner will return the damage deposit no later than 7 days after the date of departure of The Renter, unless The Owner has a valid claim to make upon it, such as but not limited to unreasonable damages caused to appliances, furniture, and recreational facilities not imputable to normal wear. The Renter will be responsible for any damage caused in excess of the damage deposit.

3. Cancellation Policy & Changing a Booking

Once a reservation has been accepted and confirmed, a cancellation can only be made in accordance with the terms below:

- If cancellation or modifications occur up to 21 days before the date of arrival, no fee will be charged.
- If a reservation is canceled or modified later, 50% of the total price of the reservation will be charged.
- In case of no-show, the Renter will forfeit all moneys paid for that period.

4. Occupancy of the Property

Regardless of the published maximum number of persons a property can accommodate, the number of guests occupying the Property is strictly limited to those named on the Rental Agreement or any subsequent amendment notified in writing to The Owner. The stated and agreed occupancy figure includes all persons irrespective of age, day and overnight guests.

Exceeding the number of stated and agreed persons will result in immediate eviction without refund, or a \$350 per guest per night charge at the discretion of The Owner.

5. Condition of the Property

The Property will have been inspected prior to occupation and therefore The Renter undertakes to:

- Notify The Owner immediately with regard to any damage and/or maintenance issues that require attention.
- Keep the Property and all furniture, fixtures, fittings, chattels and effects in or about the Property in the same state of repair and condition as found at the commencement of the Rental.

The Renter shall leave the Property in the same state of general order in which it was found. Failure to do so to the satisfaction of The Owner will result in a damage charge being levied.

6. Use of Internet Services

Where Internet services are provided, there may be download restrictions and a charge may be levied if these are exceeded. It is The Renter's responsibility to check for restrictions on an Internet device before commencing any download.

7. Pets

Pets are strictly prohibited at this property. Any evidence of pet occupation will result in a forfeit of the damage deposit in its entirety.

The Owner accepts no responsibility for any allergic reaction or other conditions arising from occupancy of the property. The designation of "No Pets" does not indicate there have not been pets at the property at some time.

8. Smoking

Smoking is permitted only in the outer parts of the property: decks, terraces, garden.

Smoking is not permitted in any indoor parts of the property: lounges, kitchen, bedrooms, and bathrooms.

9. Equipment and Facilities Provided

Equipment and facilities are provided at the discretion of The Owner and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders non-essential element unusable, the Owner does not take responsibility for replacing or refunding The Renter for the lack of use of these equipment or facilities. The equipment and facilities referred to include (but are not exclusive to) such items as televisions, cable TV access, iphone docking stations, hot tubs, and Jacuzzis.

The Renter must report any inoperative or defective equipment to The Owner promptly! The Owner will make every reasonable effort to have repairs made as soon as possible; however, there are limited service contractors in Las Terrenas, Samana, Dominican Republic. While every attempt will be made to ensure that all the advertised equipment and appliances are in working order at the commencement of a rental period, no reduction of rent, rebate, or refund will be issued for a mechanical failure of air conditioning, dishwasher, washer, dryer, TV or other appliances.

10. Refunds

If a breakdown should occur to fundamental elements such as water systems, plumbing and electrical systems, and major appliances such as stove or refrigerator, every effort will be made to repair or replace, or an appropriate refund will be made for the inconvenience caused. This does not apply to system breakdowns caused by misuse, such as plumbing blockages caused by inappropriate use of sanitary facilities.

The Owner is not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather or other circumstances beyond his control. Similarly, there will be no refunds for inclement weather, changes in water levels, conditions at neighboring properties, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.

11. Other Conditions of Booking

The Renter shall abide by these Terms and Conditions of Rental and any other instructions contained in the individual Villa Guide and any additional information and instructions supplied in the Property or by The Owner.

LIMITATIONS OF LIABILITY: The Renter represents, warrants, acknowledges and agrees with The Owner that he/she will use the Property and its facilities in accordance with The Terms and Conditions above and the Information provided and that he/she does so at his/her own risk and that he/she indemnifies and saves The Owner harmless from any personal injury, sickness or death, loss or damage, however caused, to person or property of The Renter, his/her family, or guests, before, during or after the time of occupancy. Further, he/she accepts full responsibility for the use of the Property and any recreational equipment such as barbecue grills, hot tubs, Jacuzzis, and swimming pools and agrees to pay for any damage of said equipment, other than for normal wear and tear.