

**SHORT TERM RENTAL AGREEMENT
CONTRACT**

#25 ~ 2nd Avenue Fairholme, Fairholme Gardens
Maxwell, Christ Church, Barbados
W.I. BB15038

VAT #: 20335641

Ministry of Tourism Licence #: 9402/1/327

Company Incorporation #: 33564

Town and Country Planning: Certificate of Compliance #: 0378/06/67D

Owners

Edward G. Brabenec ~ Director

Tomas P. Brabenec ~ Director

Karry L. Brabenec ~ Director



“Committed to providing an authentic Barbados experience consisting of premium facilities complete with modern furnishing, excellent positioning within the heart of a true Bajan community, and easy access to outdoor destinations and local culture.”

I. Rental Contract

I **NAME** accompanied by: (please indicate full name, age and proper ID). Identification to be Passport, Driver's License or Birth Certificate and will be verified by the property manager at check-in.

1. Guest #1 _____ (name, age, ID)
2. Guest #2 _____ (name, age, ID)
3. Guest #3 _____ (name, age, ID)
4. Guest #4 _____ (name, age, ID)
5. Guest #5 _____ (name, age, ID)
6. Guest #6 _____ (name, age, ID)
7. Guest #7 _____ (name, age, ID)
8. Guest #8 _____ (name, age, ID)
9. Guest #9 _____ (name, age, ID)
10. Guest #10 _____ (name, age, ID)
11. Guest #11 _____ (name, age, ID)
12. Guest #12 _____ (name, age, ID)
13. Guest #13 _____ (name, age, ID)

will be lodged at **Maya's Bajan Villas Inc.** located in Fairholme Gardens, Maxwell, Christ Church, for a period of _____ nights. Period of nights is duration of stay.

Place an asterisk * next to a guest that may not be staying the entire duration of the contract.

ONLY GUESTS LISTED ABOVE ARE PERMITTED TO THE PREMISES. INDIVIDUALS NOT IDENTIFIED ABOVE ARE NOT ALLOWED ON THE PROPERTY UNLESS PRE-APPROVED BY THE DIRECTORS AND OFFICAL REPRESENTATIVES OF MAYA'S BAJAN VILLAS. FAILURE TO COMPLY IS A BREACH OF THIS CONTRACT AND IS SUBJECT TO INSTANT GROUNDS FOR EVICTION BY APPLICABLE AUTHORITIES OF THE LAWS OF BARBADOS. OWNER'S RESERVE THE RIGHT TO TERMINATE THE CONTRACT WITH NO COMPENSATION WHATSOEVER.

Only persons listed on the booking form may occupy the permitted villa unit(s). The villa units cannot be re-let or sublet to any other group/party or individual without the written approval of the owners.

Upstairs Unit

YES NO

Downstairs Unit

YES NO

Rental price:

\$____.____USD + \$____.____USD (V.A.T.) + \$____.____USD (ADMIN) + \$____.____USD (PAYPAL)*

***If the paypal method is used, applicable transfer + conversion fees and paypal costs will apply. By choosing Paypal, the cost will be requested in Canadian currency for the conversion equivalent on the date of quotation.**

Total: **\$,____.____USD**

Rental Period:

Date in: _____, _____ / **201**_ Date out: _____, _____ / **201**_

Check in after 3 pm. Check out before 11a.m..

Contact Info

Unit A Phone: **1-246-271-9506** Unit B- Phone: **1-246-572-2814**

Property Manager

MBV's Inc. Property Manager: Johnathan Croney Phone (cell) 1-246-237-9298

Property manager will be in charge of distributing keys and informing guests of the villa rules upon check-in. If property manager is required for any additional requests/assistance during the stay, you will be required to pay him a flat rate cash fee of \$20.00USD/hour for his services.

Check-In Procedures

A minimum of 1 week prior to your arrival, you are required to notify the above property manager of your flight arrival information. Failure to do so will affect your access to the villa premises.

Flight Information:

Arrival Information to Barbados

Airline: _____ Flight #: _____

Departing City: _____ Country: _____

Departure time: _____

Arrival Time (Barbados Time): _____

Rental Car

A rental car can also be arranged with *Maya's Bajan Villas Inc.* through our property manager and be made available, hassle-free upon immediate pick-up from airport. Arrangements can be made with *Maya's Bajan Villas Inc.* Please inquire.

Payment and Types

In consideration for this "rental period", **NAME** _____ **AND** **COMPANY STATED ABOVE** agree to transfer via **PAYMENT METHOD:** _____, 50% of the rental for the amount of \$,____.____ **USD** within 5 days (**BEFORE DATE:** ____/____/____), of this confirmed booking. Confirmed booking is understood as this contract being filled out and acknowledged by a director of *Maya's Bajan Villas Inc.*. I understand that this fee is non-refundable unless specified otherwise in the cancellation policy below. I will send the remaining 50% \$,____.____ **USD** of the rental price via **PAYMENT METHOD:** _____, a minimum of 60 days (**DATE:** ____/____/____) prior to the start of the rental agreement check in date (**CHECK-IN DATE:** ____/____/____). If your booking is made 60 days or less before the rental commencement date, it will be deemed provisional for five days or until full payment is received, whichever is sooner. If we do not receive the balance by the 55th day prior to your rental commencement date, we shall be entitled to cancel the booking without prejudice.

Payment Penalties

If the 50% remainder payment is not received before 60 days to the check-in date, there will be a \$150.00USD late payment penalty charge.

Type: Cash, Wire Transfer, Paypal, Interac

All guests to cover all related transaction money fees. If the *paypal* method is chosen, current *paypal* fees as of January 01/2017 will apply and will include all conversion and transfer fees.

Wire Transactions:

Please contact us if this method is chosen so that we can provide *Maya's Bajan Villas Inc.* bank institution, transit # and account number information. When you make the transfer, please e-mail us with the name on the originating account and the amount. We will correspond upon confirmation from the bank. (Usually within 3 business days).

What name is going to appear on the wire transfer:

What is the date of the transfer:

WIRE TRANSFER TO FCIB BANK ACCOUNT (BARBADOS)

BANK INFO IS AS FOLLOWS:

First Caribbean CIBC
Oistins Shopping Centre Branch
Oistins, Christ Church
Tel: 246-418-8112 Fax: 246-420-5225

The banking wiring information for the bank is:

SWIFT CODE: FCIBBBBB
Account number: 1001098771-
Account Details: MAYA'S BAJAN VILLAS INC
#25 2ND AVENUE FAIRHOLME GARDENS
MAXWELL, CHRIST CHURCH, BARBADOS BB15038

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For Visa or MasterCard:

I agree to Charge my Credit Card for a total amount of _____ and I will fill out the online forms via the MBV's website payment section.

CREDIT CARD FORM (*This form of transaction is unavailable at this time*)

Full name: _____ Signature: _____

Card mailing address: _____ Phone # _____

Full Credit Card #: _____ Expiration date: _____

I hereby authorize *Maya's Bajan Villas Inc.* to charge my credit card the total amount of _____ that will serve as 50% of the total rental. The C.O. has the authorization to charge the remaining 50% 60 days prior to the arrival date.

I agree to the terms of the C.O. (confirmed order). The above charge is non refundable and cannot be canceled without the agreement of the C.O..

TROPICAL VACATION RETREAT

~ BARBADOS -WEST INDIES~

II. Refund Policy and Other Additions

Due to the nature of our business, we receive most of our bookings 3-6 months in advance. Should you cancel your reservation we have a "**no refund**" policy within timelines specified unless we are able to book the house for the same dates that you had reserved. Your security/damage deposit is always 100% refundable at cancellation due to the delivery of this sum upon check-in.

Cancellation Policy:

- You may cancel up to 61 days prior to arrival for a total refund minus a \$150.00 USD administration fee + applicable wire transfer fees. Refund payment may take between 30 and 60 days.
- If you cancel between 31 to 60 days prior to your arrival, we refund 50% of your total payment minus a \$150.00 USD administration fee + applicable wire transfer fees.
- If you cancel within 30 days or less prior to your arrival, no refund available. All monies to be forfeited to *Maya's Bajan Villas Inc.*

***If you cancel within the remaining 30 days or less prior to your arrival and *Maya's Bajan Villas Inc.* can rent the villa for your original desired duration, *Maya's Bajan Villas Inc.* will refund your total minus a \$150.00 USD administration fee + applicable wire transfer fees.

No parties allowed for groups over "13" without the prior consent of the owner. The maximum occupancy of the premises of *Maya's Bajan Villas Inc.* is 13 persons.

A \$150 penalty will be charged for "Lost Keys".

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III. Disclaimer

Maya's Bajan Villas Inc. is fully insured, however, it is recommended that you consider getting travel insurance. The owner of the house or its agent, *Maya's Bajan Villas Inc.*, is not responsible for any accidents that happen on the premises. The owner will supply a safe in the house and it is not responsible for personal valuables. If you carry expensive equipment, we recommend you get insurance.

Forward this agreement with ALL the information requested below.

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ City Prov. Postal/Zip Code

_____ Country D.O.B

Phone Number: Home () Phone Number: Work ()
Phone Number: Cell () Fax Number: ()

Email Address: _____

Passport Number: _____

Driver's License#: _____

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IV. Terms and Conditions

DAMAGE/SECURITY RESERVATION DEPOSIT - A reservation/security deposit of \$500 USD CASH per villa unit is required and must be handed to property manager/escort on arrival date. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable on final day of departure, provided the following provisions are met.

- NO damage is done to unit or its contents, beyond normal wear and tear.
- NO charges are incurred due to contraband, or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in garbage bin, and soiled dishes are cleaned.
- All keys are delivered to property manager.
- All charges accrued during the stay are paid prior to departure.
- NO linens are lost or damaged and NO early check-in or late checkout.
- The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by *Maya's Bajan Villas Inc.*

NAME _____ **AND COMPANY** will pay the \$500 USD Refundable Damage/Security Cash Deposit per unit, in addition to the rental cost. It will be held in an account until the completion of the contract. **It will be fully refunded on the final day of the rental period provided the Villa is determined to be in the SAME CONDITION as prior to your occupancy.** I understand my responsibility as occupant and accept financial burden for any damages for the Villa or its surrounding property, caused by myself or any members of my party. By signing at the end of this agreement, I agree to pay for the total repair or replacement costs of the Villa and surrounding areas in the event of damage or loss, caused by myself or any members of my party during our stay. KEYS/CODES TO PREMISES ARE NOT DISTRIBUTED UNTIL DEPOSIT REQUIREMENTS ABOVE HAVE BEEN MET.

MAXIMUM OCCUPANCY: The maximum number of guests is limited to eight (8) persons in upstairs unit (Unit B) and (5) persons in downstairs unit (Unit A). An additional charge or \$100.00 per person per night for guests in addition to maximum occupancy stated will be required if approved by owner.

FURNITURE: There will be no moving of any furniture or individual unit contents whatsoever.

PETS: No pets allowed on premises.

SMOKING: No smoking on the premises whatsoever.

NATURAL GAS BBQ: Guests are allowed to use the natural gas bbq however must turn off BBQ after usage has been completed in order to avoid damage and fire hazard. Guest are always expected to cover bbq, (once fully cooled) after completed usage.

NATURAL GAS STOVES/RANGES: Guests are allowed to use the natural gas stoves/ranges however must turn off gas after usage has been completed in order to avoid damage and fire hazard.

INCLUSIVE FEES: Rates include a one-time linen & towel setup prior to your check-in. Amenity fees are included in the rental rate.

NO DAILY HOUSEKEEPING SERVICE: While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available at an additional rate of \$150.00USD/unit. We do not permit bath towels or linens to be taken from the units, but we provide extra beach towels for your use.



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RATE CHANGES: Rates subject to change without notice. Once the booking is made the rate is fixed. Rates will vary for future rentals. Please consult owners *Maya's Bajan Villas Inc.*

FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in. Identification (passport, driver's licenses and birth certificates) for all members are to be presented to property manager prior to check-in. Any person's that have not been pre-approved and listed on the above list, and are present on the premises at any time during this contract period, will result to the entire party being evicted and a cancellation of contract immediately.

GUEST SUBSTITUTIONS: Should you wish to revise the aforementioned list of guests in your party at any time, you must notify the director(s) of *Maya's Bajan Villas Inc.* prior to the contract commencement date and provide the applicable identification information of the substituted guests for our records.

WRITTEN EXCEPTIONS: Any exceptions to the above mentioned policies must be approved in writing in advance and arranged with *Maya's Bajan Villas Inc.*

PARKING: Parking is limited to two (4) vehicles on driveway. Vehicles are to be parked in designated driveway parking areas and only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner. *The (interior) of the adjacent garage area is off limits unless permission is granted by owners.*



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WATER AND SEPTIC: *Maya's Bajan Villas Inc.* are supplied by local domestic water and a backyard local "suckwell" waste septic system. There is also a rainwater collection reservoir located underneath the garage floor. **THIS WATER IS NOT POTABLE AND CANNOT BE USED FOR DRINKING CONSUMPTION!!!**. You are responsible for notifying your accompanying guests of this condition. Areas of water types are delineated on the premises. **DO NOT FLUSH** anything down the toilet/water closets, other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the suckwell system, you could be charged damages of up to five hundred dollars (\$500.00 USD). Depress handle on all toilets for a minimum of 3 seconds for full flush.

AIRPORT TRANSPORT: Owner and local property rental manager will assist with arrangement for transport at the aforementioned rate specified IF SELECTED.

AMENITIES PROVIDED AT *Maya's Bajan Villas Inc.*:

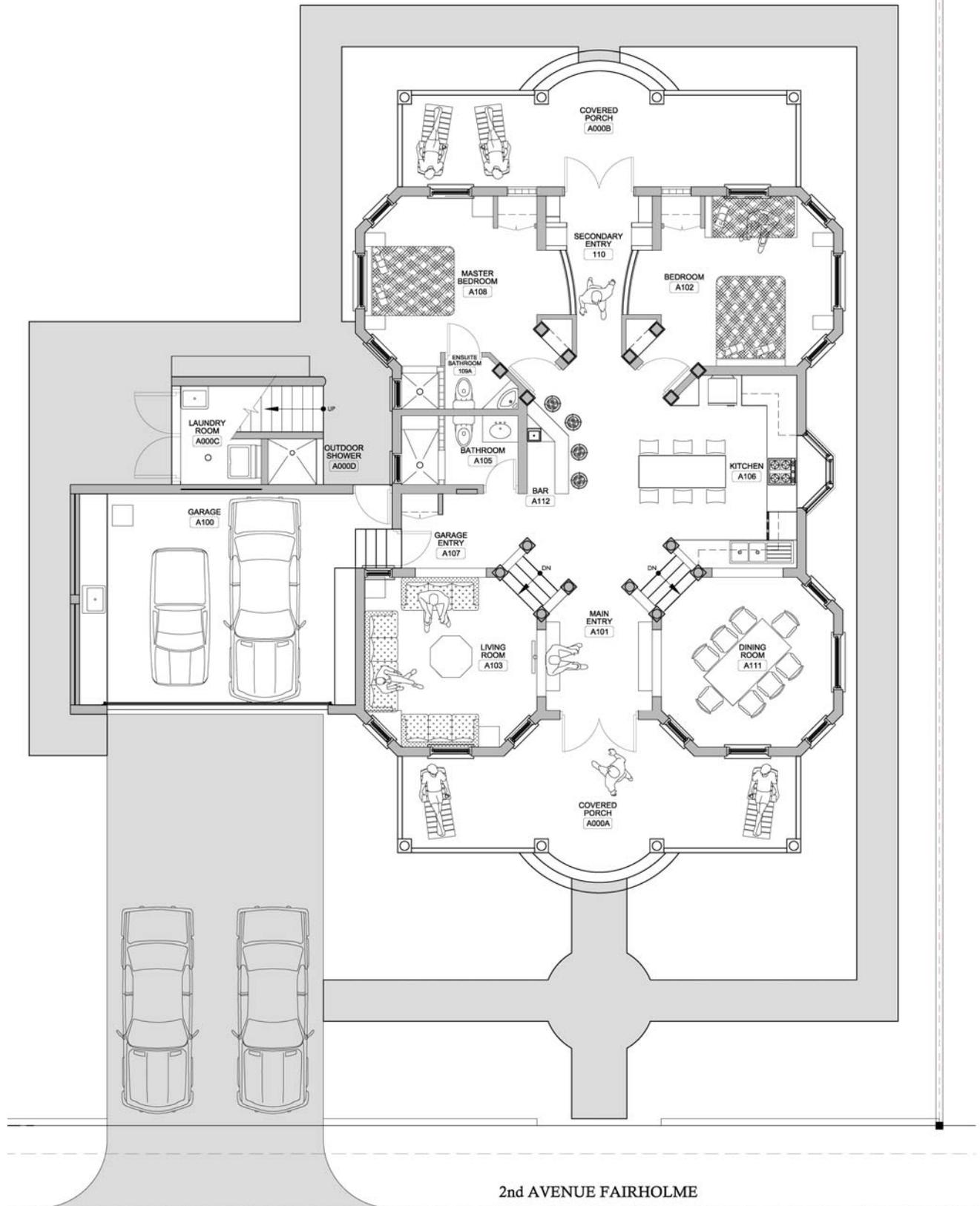
- Laundry area (Detergent not incl.)
- WiFi available
- Ceiling fans (*and oscillating fans as requested by client*)
- Safety Deposit Boxes
- Furnished bedrooms
- Washrooms and Showers (interior and exterior)
- TV/DVD/movies
- Satellite TV
- Full size gas stoves & fridges
- Microwave, Toaster
- Coffee maker, Blender
- Linens & towels
- Gas barbeque (outside)
- Utensils, cooking pots, pans, dishes, glassware

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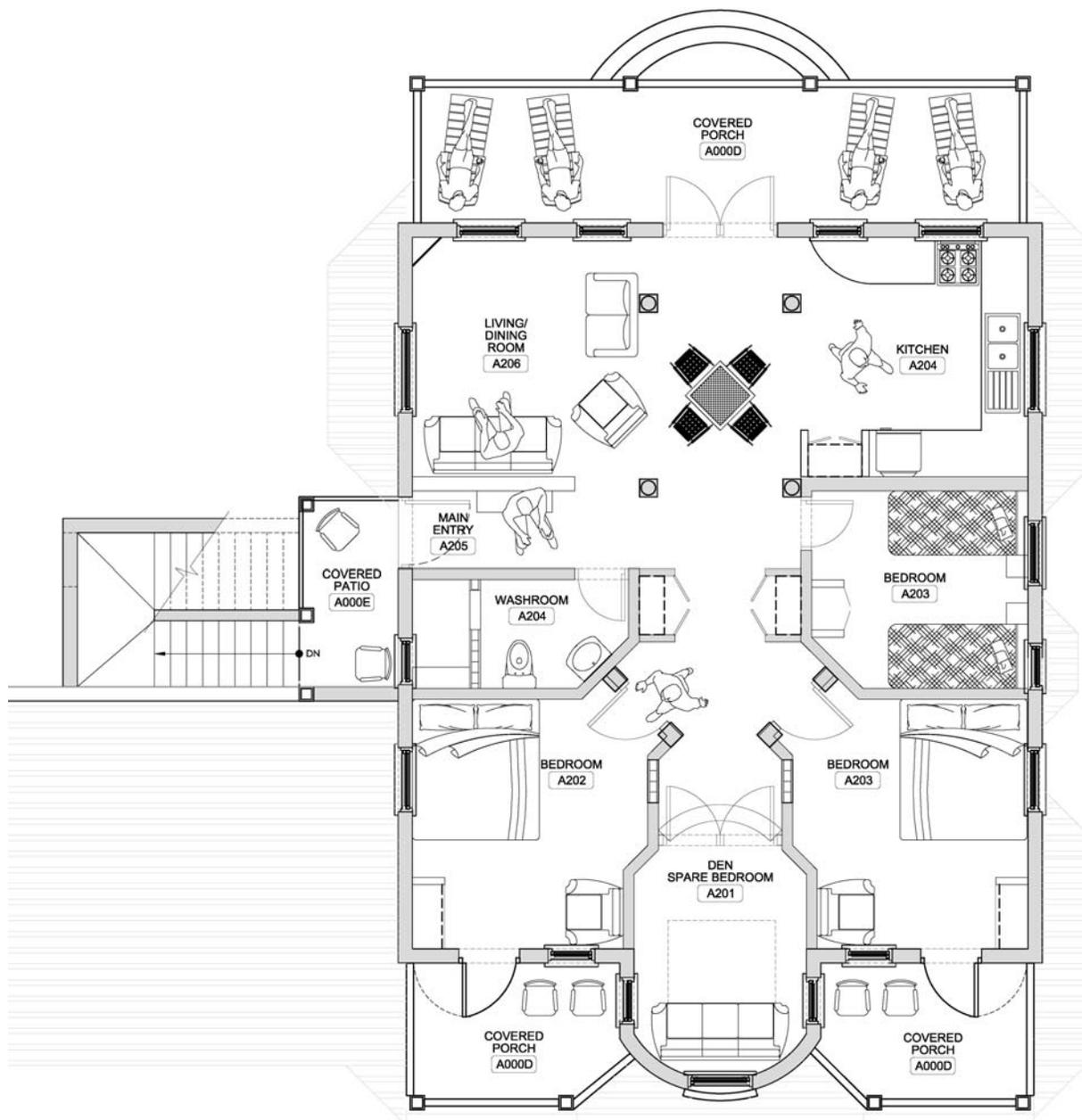
- (2) Car seats (children) (if this is requested, an additional liability waiver release document must be signed by the guest and accompanying party) Cost for the usage is \$50.00USD/wk). Documentation will be provided by our property manager at the villa and payment must be paid in cash to the property manager.
- Baby/Infant “Pack n Play” portable beds (2) total

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GROUND FLOOR PLAN – UNIT A



SECOND FLOOR PLAN – UNIT B



~ ~ **REVIEW AND APPROVAL BY GUESTS:**

Guests are required to review the above plans and by signing the contract below accept the spatial accommodations as represented. Should there be any confusion with the nature of the representation, please contact **Maya's Bajan Villas Inc.** for further clarification or visit www.mayasbajanvillas.com to review actual real correct photos of the villa.

~~We always take a great deal~~ of care to work with our owners' to make sure that the information and photography contained in this website to the best of our knowledge is correct. However, our villa is privately-owned and therefore from time to time owners may make changes in their homes to details like decoration, furniture, beds and fittings. All information supplied by **Maya's Bajan Villas Inc.** is given in good faith and is based upon information available at the time. All reasonable measures have been taken to ensure accuracy, but **Maya's Bajan Villas Inc.** and their representatives are not liable for any variation however caused.

COMPLAINTS

In the unlikely event that you have a complaint about the villa or its contents whilst on holiday, it must be reported immediately to the property manager who will take reasonable steps to resolve the matter on behalf and in liaison with the owner's of the property. Neither **Maya's Bajan Villas Inc.** or their representatives shall have any liability for any complaint submitted after the completion of the hire period. Subjective opinions are not considered as a complaint, for example complaining that the beds are not comfortable or there is not enough washrooms or not enough storage spaces. This may be one person's opinion but not the opinion of someone else. If a hirer chooses to leave a rental over a subjective issue they must take responsibility for their decision as no refund will be considered in this situation.

The property is licensed under the ministry of tourism and has met and been approved by all jurisdictions involved.

Any problems with the property encountered during the property rental period should be reported immediately to the property manager. The Owner and the Company will endeavor to address the problems and resolve them to the satisfaction of the Client as soon as possible. In the event that the Owner or the property manager is unable to resolve the problem to the satisfaction of the Client, a complaint must be lodged immediately in writing to the owner's of **Maya's Bajan Villas Inc.** or their property manager representative. Reasonable time must be allowed for the Owner or the Company to resolve the problem. Clients must not vacate the property under any circumstances without the express written agreement of **Maya's Bajan Villas Inc.** as to do so will annul the rights to claim for any potential compensation.

Where a Client believes they have a claim for compensation, the period of compensation will commence from the time the complaint is received to the end of the rental period. Requests for compensation must be lodged with the Company in writing info@mayasbajanvillas.com or to the property manager within 24 hours of completion of the rental period. Complaints presented after the expiry of the rental period will not be taken into consideration. Clients acknowledge that the amount of compensation payable by the Owner and the Company for whatsoever reason is limited to a prorata calculation of the property rental paid and the period of compensation.

The following do not give rise to claims for compensation:

- Force Majeure, terrorist acts or natural disasters
- Shortages of power, gas, phone or water outside of the property Owners control
- Damage from wind, rain, hail, flood, fire, lightning, landslide or other acts of God
- Inundation by pests, insects, rodents etc
- Claims arising as a result of damage caused by Clients to the property

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- Differences in the descriptions and photographs of the property shown in promotional material (unless significantly altering the nature of the accommodation)
- Damage or loss to Clients' belongings or property
- Actions limited by the Laws of Barbados
- Civil works or construction projects nearby the rented property that are not under the control of the Owner or the Company

AMENITIES NOT PROVIDED AT *Maya's Bajan Villas Inc.*: Garage area is off limits.

Some pantry items in both kitchens are not to be used unless asked and approved by a representative of *Maya's Bajan Villas Inc.*. Guests are required to provide own food and beverage, toiletries and laundry detergent and dish/pan/utensil cleaning items.

- Housekeeping service – **NO DAILY HOUSEKEEPING SERVICE** .

This can be provided at an additional cost of \$150.00USD/day/Villa Unit. Contact owner for details.

- Catering – **NO CATERING SERVICE IS PROVIDED. THIS IS A SELF CATERING VILLA** . Catering can arranged by the guests but is in addition to the cost of the villa rental. Contact owner's for further details. Owner's can recommend catering companies in Barbados but they are NOT allowed to use the amenities of *Maya's Bajan Villas Inc* to perform their business operations. If catering is chosen by the guests, catering food must be delivered to the premises. The company information must be provided to the owner's of *Maya's Bajan Villas Inc.*
- Full time property management representation by our property manager. As the guest, you are responsible to travel to your desired locations (beach, shopping malls, groceries, tourist activities etc). Our property manager is available for services pertaining to your accommodations at the villa.
- Beach towels. Guests are NOT allowed to use bath towels from the villa for use at the beach.

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- The (interior) of the adjacent garage area is off limits unless permission is granted by owners. No access is allowed to the inside of the garage and no permission of use of items inside the garage are permitted unless approved and allowed for by the owners.

ELECTRICAL & GAS APPLIANCE SERVICE – We make every effort to have all the appliances available and in working order. If it isn't you may contact our property manager and he will take care of it as soon as possible. Sometimes parts and replacements are not as readily available on an island. Electrical or mechanical failure of appliances does not constitute cause for cancelation but will be considered with all fairness.

STORM POLICY AND FORCE MAJEURE:

No refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
- Any unused portion of rent from a guest currently registered;
- Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
- Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

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TRAVEL AND VACATION RENTAL INSURANCE:

Again, we highly recommend all guests purchase travel insurance.

All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. *Maya's Bajan Villas Inc.* are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

GOVERNING LAW:

All reservations of the accommodation and the use and occupancy of such accommodation shall be governed by the laws of Barbados. All disputes between Owners and/or Managing Agents and renters shall be subject to the jurisdiction and laws of Barbados. The Management Company acts on behalf of the Owners.

TROPICAL VACATION RETRE~
CANCELLATION BY OWNER:

During your stay: You are expected to treat your accommodation and all of its equipment with care. Any specific rules on site and regulations stated herein for the accommodation and its surroundings must be respected at all times. *Maya's Bajan Villas Inc.* reserves the right to cancel your stay and evict you and your if there has been any breach of the terms and conditions stated above that have been agreed to by you. No compensation will be provided if contract is breached.

If any damage is done to the villa, it's premises or its equipment, you must inform the owner immediately, so that repairs can be dealt with as soon as possible.

Behaviour: Guests are expected to show consideration and respect towards the neighbours. As no accommodation is completely soundproof –everyone expects a level of noise from neighbours– please be considerate of noise, particularly in the evenings and at night.

NAME_____ **AND COMPANY** by signing the rental agreement below with *Maya's Bajan Villas Inc.* are expected to ensure that his/her party will behave in a suitable manner. Should **NAME**_____ **AND COMPANY** not behave or conduct themselves in a suitably responsible manner, the owner reserves the right to evict the guest and his/her guests from the accommodation; thereby forfeiting the right to any compensation by the guests.

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~ ~ **LIABILITY LIMITATIONS:**

The Owners and/or Managing Agent of the Property, Maya’s Bajan Villas Inc. accept no responsibility whatsoever for the death, personal injury, accidents, loss or damage to persons or personal property and/or belongings however caused. The use of all accommodations and amenities, and all other facilities is entirely at the users risk. All children must be supervised by an adult at all times at all 2nd floor outdoor patio areas at railings. The Owners and/or Managing Agent/Property Manager cannot accept any liability for any loss of rental time due to travel problems, flight delays, cancellations, industrial disputes, weather related events including hurricanes or any event out of our control. The Owners and/or Managing Agent cannot accept any liability for failure of public supplies/utilities such as water, electricity, phone service, internet service, cable/satellite TV service. Nor do we accept liability for the consequences of the actions or omissions of others that may supply or control main services, or any actions taken in the vicinity of the property by any authority over which there is no control. I understand my responsibility as occupant and accept financial burden for any damages for the Villa or its surrounding property, caused by myself or any members of my party. By signing at the end of this agreement, I agree to pay for the total repair or replacement costs of the Villa and surrounding areas in the event of damage or loss, caused by myself or any members of my party during our stay. Such damages and loss will be covered in writing and provided to you by the owner.

NAME _____ AND COMPANY

STATED ABOVE AGREE TO ALL TERMS AND CONDITIONS STATED ABOVE

YES NO

Signature: _____

Date: _____