

Carib Ocho Rios Apartment #306 & #307
Ocho Rios, St. Ann
Jamaica, West Indies

RENTAL AGREEMENT - Apartment # _____

Our apartment rental requires agreement to the following terms and conditions. Please complete this form where necessary, and sign and return it with your deposit.

Please note reservations are on a 'first come, first served' basis with receipt of the first party's deposit for identical or overlapping requested dates. If your dates are 'bumped', we will not accept your deposit funds. Instead we will first attempt to immediately contact you by phone or by mail to determine if alternate dates are acceptable to you for your stay. If we cannot make accommodations of dates to your satisfaction, we will return your deposit funds.

As used in this rental agreement, the singular includes the plural and the masculine includes the feminine at all times.

1. Property to be Rented - Either Carib Ocho Rios Apartment #306 or Apartment #307, Ocho Rios, St. Ann, Jamaica, West Indies. The property is rented with the following furnishings: For 306 (sleeps up to 4): 1 Queen and 1 Full size bed, living room couch & chairs, dinette set, 2 chaise lounges with pads, kitchen refrigerator, stove & oven, microwave oven, drip coffee maker and dining utensils. For 307 (sleeps up to 2): 1 King size bed, living room couch & chairs, dinette set, 1 chaise lounge with pad, kitchen refrigerator, stove & oven, drip coffee maker and dining utensils. You are responsible for the care and maintenance of these items while residing in the apartment.

2. Term of Rental - This rental shall begin on: _____ and end on: _____. During the term of the rental, you will pay US\$ _____ per night plus US\$ _____ if more than two people per night, for a total rental cost per night of US\$ _____.

3. Reservation Security Deposit, Telephone Charge and Balances Due. You agree to pay a reservation deposit in the amount of 25% (twenty-five percent) of the total rental at least 75 (seventy-five) days in advance of arrival. In the event of cancellation, your deposit is refunded if 45 (forty-five) days notice is given for rentals during the period November 1st through April 15, and 30 (thirty) days notice at all other times. Cancellations are subject to a 10% service charge. Receipt of the balance of full payment for the rental period shall be due 30 (thirty) days prior to your arrival. If the balance is not received 30 (thirty) days prior to arrival date, we reserve the right to cancel the reservation without refund of the deposit. No refunds are available for cancellation after the aforementioned periods.

If you would like to extend your stay after arriving, and there is availability in the apartment you are occupying, you agree to remit the amount required to our local manager IN CASH prior to your departure.

The balance will be increased by a telephone surcharge equal to 5% (five percent) of the total. All local calls are billed to us for each minute of use. If your telephone costs exceed the telephone surcharge based on real and actual billings from Telecommunications of Jamaica against the apartment's telephone number during your stay, you agree to pay us any balance due when invoiced with proof of the actual costs. We will provide copies of telephone statements for such excess telephone usage service to you along with our statement requiring immediate payment as proof of excess usage.

4. Subletting. You agree not to assign or transfer this rental agreement or any interest in this rental, or sublet any part of the premises without prior written consent from us.

5. Liens and Encumbrances. You agree not to allow any liens or encumbrances to attach to the premises.

6. Occupancy. You shall be entitled to use the premises for residential purposes only. The premises shall be occupied by the following persons and no others:

Print Name _____:Age:____ Print Name _____: Age ____

Print Name _____:Age:____ Print Name _____: Age ____

No pets shall be permitted on the premises whatsoever.

7. Maintenance. You will maintain the premises in a safe and sanitary condition; dispose of all garbage, rubbish and waste in a clean, safe and legal manner, keep all plumbing fixtures in the premises clean and sanitary; use and operate all electrical fixtures and plumbing fixtures properly; comply with all obligations imposed upon you by applicable provisions of housing, building and health codes; refrain, and forbid any other person from destroying, defacing, damaging or removing any part of the premises. You will not make any alterations to the premises or change any locks on the premises without our prior written consent. You will not do anything on the premises that will increase or make voidable our insurance on the premises. We agree to furnish a maid on a daily basis who will clean the apartment, and wash and return linens and towels within the apartment as necessary.

8. Parking. You will be entitled to use of the area for motor vehicle parking directly in front of the entrance to the apartment. You acknowledge that any and all vehicles parked in the area described in this paragraph are parked at your own risk.

9. Utilities. You will not be responsible for payment of any utility costs with the exception of excess telephone call costs to any area within Jamaica according to usage invoices to us by the Telecommunications of Jamaica Ltd. for the specific days which you have rented the condo. (See Paragraph 3)

10. Our Duties. We will provide the apartment to you in a clean and safe manner upon your arrival. We or our representative will be at the apartment upon your arrival, issue keys to locks, and orient you to the property. We will comply with the requirements of all building, housing and health codes as they apply to us. We will pay all real estate taxes and assessments as due.

11. Premises As Is. You acknowledge that you accept the premises in its present condition. We will always attempt to maintain the property for your rental in an excellent condition prior to your arrival.

12. Termination. This rental is automatically terminated at 12:00 PM (noon) on date of the end of term as noted in paragraph 2 above. Upon termination of this rental, you agree to return the premises to the us or our representative in good repair and in a clean and sanitary condition, except for ordinary wear and tear. Any keys provided to you for locks to enter the premises, and any copies which may have been made, will be returned to us or our representative prior to departure from the premises. Failure to vacate the premises by the required time will subject you to an additional one night's total rental fee for each day past the termination date and you understand that we can evict you at any time past the termination date at will.

13. Liabilities. You agree to assume all liability and hold us harmless from any and all injuries to persons or damage to property caused by you or any other person on the premises. You agree to pay any costs and attorney fees incurred by us in defending any lawsuit or other action brought in regard to such injuries or damage. Any personal property in the premises is at your risk only; we will not be liable for any damages to it, nor are we responsible for insuring your personal property.

14. Destruction of Premises. In the event more than half of the premises is destroyed by fire or other loss, both parties agree that this Rental Agreement shall become void at the option of either us or you. In this event, you will be entitled to a refund of the unused pro-rata portion of your rental fee.

15. Default. If you make any default on this Rental Agreement, it shall be lawful for us or our representatives and agents to re-enter and repossess the premises, or evict you in the manner prescribed by law. Waiver of any default by us will not be construed as a waiver of any subsequent default.

16. Access. You will allow us or our representatives access to the premises for purposes of repair and inspection. We will exercise this right of access in a reasonable manner. We will give you reasonable notice before exercising this right of access, except in case of emergency.

17. Apartment Only. Other than the apartment, no facilities or services on the grounds of Carib Ocho Rios are part of your rental of the apartment, and none are guaranteed to be available to you, nor warranted to meet with your satisfaction. This includes the pool, beach or anything else on the grounds or area outside of the apartment.

18. Notice. All notices required by this rental shall be provided in writing, mailed to the parties as follows:

IF TO US : Marty & Margot Bush
(we will supply an address via e-mail)

IF TO YOU (YOUR ADDRESS)

19. Parties Bound. This document and the promises and agreements it contains shall be binding on the respective heirs, successors, representatives, agents and assigns of the parties.

20. Complete Agreement. This Rental agreement is the complete and final agreement of us and you in regard to the premises described in the Agreement and supersedes any oral or written agreements.

Dated this _____ day of _____, 20____.

For the Owners: (Marty & Margot Bush)

_____ Date: _____

Renters:

If a family, only the 'head of family' need sign this agreement. If not a family, then please have all individuals sign where indicated.

Sig:_____

Sig:_____

Print Name_____

Print Name_____

Sig:_____

Sig:_____

Print Name_____

Print Name_____