

#### **Reservation Policy - Rental Agreement**

Check-In Time 04:00 PM | Check-Out Time 10:00 AM

#### **Bird of Paradise Beachfront Cottages Rental Agreement**

Governors Harbor, Eleuthera, Bahamas

Payment: Money is due immediately upon your booking via PayPal.

# OWNER WILL CANCEL THIS AGREEMENT FOR FAILURE TO PAY FULL AMOUNT UPON BOOKING

**Security Deposit - \$500 paid at booking refundable**: It's fully refundable within 21 days of your departure, provided that there is no excess electrical or water usage, breakage, damage, theft of any items contained inside or outside the cottage, all keys are returned, and/or any other charges incurred in connection with your use of the property. If the security deposit is not sufficient to cover any such damages you hereby agree to immediately pay upon demand of Bird of Paradise Cottages for ayou fny and all overages, excluding normal wear and tear, of the property. The security deposit will be refunded in full in the event of a cancellation of this agreement for any reason either by renter or Bird of Paradise Cottages, but not for any breach of the terms and conditions of this agreement by the renter.

### **Key Replacement Value** - \$50 per key

Renter Acknowledges and agrees on renters behalf and on the behalf of all of renters family members, visitors, guests, and other third parties occupying or using all or any part of the property that owner is in no way responsible for any personal injury or bodily harm that may occur for any reason whatsoever on the property. The renter also acknowledges that Bird of Paradise Cottages is not responsible for any damage or loss for any reason incurred by any of the aforementioned guests who may be present on the property. The renter hereby agrees to defend, indemnify and hold harmless Bird of Paradise Cottages, and its employees and agents, from and

against all claims, causes of action, lawsuits, damages, liabilities, and expenses (including reasonable attorneys' fees) as may be incurred by indemnified parties because of renters failure to comply and/or cause the compliance of renters aforementioned acquaintances with the terms and conditions of this agreement.

**Electricity and Water**: Bird of Paradise Cottages will pay for electricity and water usage up to \$200/week, combined, including the day of checkout. Renter will be responsible for electricity and water charges in excess of \$200/week.

Housekeeping - \$200/\$250 paid at booking- non refundable.

# \$200- Golden Chalice and Purple Papaya

## \$250- Shooting Star

There is NO daily housekeeping services. The cottage is furnished with a complete supply of bed linens, bath towels, and beach towels. Bath towels are not to be used around the pool or at the beach. If bath towels are found to be used outdoors the renter claims full responsibility and will be charged for the full replacement value of such towels. The cottage will be stocked with a set of 2 beach towels and 2 bath towels per person, as well as two sets of linens per bed. If additional towels or linens are needed during your stay please contact the property manager. Extra towels will be charged at \$5 per towel regardless of type. Linens will be charged at \$10 per set. We suggest bringing extra towels or liners with you if you believe you may need more than the allotted amount provided.

Towels and Linen replacement value - \$50 beach towel - \$40 bath towel - \$50 set of linens

**Capacity of the Cottage:** The total number of persons allowed in the cottage at any one time is restricted to the number of persons scheduled and reserved. Under no circumstance will there be any type of party or event held at the cottage without the express written consent of Bird of Paradise Cottages. Presence of additional guests will subject the renter to immediate eviction and forfeiture of rent.

Golden Chalice Cottage (one bedroom cottage): Rentable to a maximum of 2 guests only

Purple Papaya Cottage (one bedroom cottage): Rentable to a maximum of 2 guests only

Shooting Star Cottage (two bedroom cottage): Rentable to a maximum of 6 guests only

**Drugs and Hazardous Materials**: The renter, renters family, visitors, guests, and other members of such renters group are strictly prohibited from using or bringing onto the property any illegal substances, flammable fluids, explosives or other items deemed hazardous to, life, limb, or property, as determined by Bird of Paradise Cottages.

Complaints and Maintenance: Bird of Paradise Cottages will make all reasonable efforts to keep the property and facilities located within the property in good working order, with all inventories in a reasonably sufficient amount. In the event there is a maintenance problem with any of the facilities located within the property; the owner will take all reasonable steps to repair the problem as soon as possible after being notified in writing. No refund of rate adjustment will be made for unforeseen mechanical failures such as the supply of electricity, water, pool, air conditioning, television, appliances, etc. it is the renters responsibility to report any problems or damage immediately to Bird of Paradise Cottages.

**Parking**: One parking space is provided directly behind each cottage. If additional parking is needed we may be able to accommodate. Let the owner or company representative know at the time of booking.

**Garbage:** Garbage needs to be taken outside daily. All garbage is to be placed outside across banks road and adjacent to the middle shooting star cottage, you will find a fenced in area with bins for storing garbage. Failure to remove garbage will result in a deduction of your security deposit.

**NO glass in or around the pool**: Glass of any kind is not allowed inside or around the pool area. In the event that glass breaks in or around the pool, pool will need to be drained and cleaned. If this occurs you must immediately notify the property manager. Draining and cleaning of the pool is valued at \$500

**NO Smoking**: Smoking is not permitted inside the cottage. Evidence of smoking inside the cottage will cause forfeiture of renter's entire \$500 security deposit.

**NO pets:** No pets of any kind are allowed in, on, or around the property at anytime. A pet or evidence of a pet found in, on, or around the property will cause immediate eviction, and forfeiture of renter's entire rental fee and \$500 security deposit.

**Maximum Occupancy**: No more than the number of guests booked are allowed to stay in the cottage. If the renter is found to have more than said amount of guests staying at the cottage the entire security deposit will not be refunded.

**NO Assignment**: Renter may not assign your rights under this agreement, in whole or in part, without first obtaining the prior written consent of Bird of Paradise Cottages.

**Transfer of Ownership of the Cottage**: Bird of Paradise Cottages and the renter will be bound by this agreement even in the event that ownership of the cottage is transferred by sale, bequest, or other means. Bird of Paradise Cottages and the renter agree that this agreement shall survive any such transfer.

**Check in/check out**: Please note check in time is 4pm and check out time is 10am. If you need an early check in or late check out, Bird of Paradise Cottages will try to accommodate you. If a late checkout is requested and subsequently approved there will be a charge of \$50 for each hour or part thereof that guests remain on the property past the prearranged check out time.

This document becomes a binding agreement only when your rental payment is received.

# **Cancellation Policy**

Cancellations and Refunds: Cancellation of or changes to your reservation must be made in writing. If made via email a confirmation of receipt must be made by a company representative or the owner. If you cancel more than 30 days before your scheduled arrival, 50% of the total rental amount will be retained by Bird of Paradise Cottage and the balance refunded to you. If you cancel 30 days or less before your arrival, 100% of your total rental fee will be retained by Bird of Paradise Cottages. The security deposit is 100% refundable if the booking is canceled regardless of time.

No-shows, late arrivals, decrease in the number of persons, or early departure for any reason, including but not limited to inclement weather or illness, are all non-refundable. Bird of Paradise Cottages recommends trip insurance to protect renter against loss from such events. Bird of Paradise Cottages obligation to rent the property to you under this agreement becomes binding only if and when the first scheduled payment is made in full. Failure to make any payment when due will subject your reservation to cancellation and will be deemed a cancellation by renter.

BIRD OF PARADISE BEACHFRONT COTTAGES

