

## **Amberjack House Rental Agreement and Rules and Regulations**

Amberjack House Rental Property Location: 11<sup>th</sup> Street on the north side beach in Spanish Wells, Eleuthera, The Bahamas.

**1. Check-In/Check-Out.** Check-in time is after **4 PM EST** and check-out time is **11 AM EST**. No early check-ins.

**2. This is a non-smoking house.**

**3. Pets.** Pets are not permitted inside the house under any conditions. The owner's children have severe pet allergies and asthma, so no exceptions will be made.

**4. Age Requirement.** We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.

**5. Security/Damage Deposit.** There is no security deposit or damage insurance fee. We've found these to be more hassle for everyone than what they are worth. So we use the honor system. If you break something during your stay, please just replace it, or mail us a check for the damage.

**6. Reservation & Confirmation.** Reservations are taken online at VRBO.com (listing 599450) or HomeAway.com. The confirmation deposit is one half (50%) of your total reservation cost. After receiving your deposit, your confirmation will be emailed to you. Final payment is due in full 30 days prior to arrival and VRBO/HomeAway will email you an invoice/link when the final payment is due. If you make a reservation within 30 days prior to arrival, the full amount will be due immediately and will be subject to the cancellation policy as stated herein.

**7. Payment.** You can pay via credit card online at VRBO.com and HomeAway.com using their Book It Now feature.

**8. Cancellation/Refunds.** If you should have to cancel your reservation or reschedule, please call Ryan (the owner) immediately at 614-312-2737 or email him at rmcafee@gmail.com. Rentals may be cancelled within 10 calendar days (grace period) of making the reservation without penalty and all deposits will be refunded. After the 10 day grace period, the Reservation & Confirmation policies (as defined above) will be in effect. Any monies paid will be refunded **only if the property is re-rented for the same rate and time**. If the property is not re-rented, the guest forfeits all deposits and/or money paid. The owner may have to lower the rate in order to rent the house, especially on short notice. If it is re-rented at a lower rate, you will be refunded the total rental amount received.

**9. Maximum Occupancy.** The maximum number of guests is limited to ten (10) persons.

**10. Minimum Stay.** This property requires a four night minimum stay.

**11. Inclusive Fees.** Rates include a one time linen-towel setup and one time cleaning fee. Amenity fees are included in the rental rate.

**12. No Daily Maid Service.** The house is thoroughly cleaned before you arrive. Additional cleaning service is not included in the rental rate, but it is available at an additional rate of \$150 per cleaning service.

**13. Rate Changes.** Rates subject to change without notice.

**14. 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.

**15. Written Exceptions.** Any exceptions to the mentioned policies must be approved in writing in advance.

**16. Hurricane Policy.** If there is a hurricane that threatens the Bahamas and causes you to either shorten or cancel your vacation, you will receive a refund prorated for the days of your trip that you miss.

**17. Key Pick Up Location.** There are no keys for the house. The house has one keyless entry door. Your key code will be emailed to you two weeks before your arrival date.

**18. Repairs and Service Calls.** Please report any problems, needed repairs/services, or inoperative equipment to Andre Sands at (242) 333-5022. We will make every effort to have repairs done quickly and efficiently. All homes will be fully functional at check-in but we cannot guarantee appliances, TV's, air conditioners, etc. and refund or rate adjustments cannot be made for any mechanical failure.

**19. Wheel Chair Accessibility.** The owner, Ryan, is paraplegic and uses a manual wheelchair to get around. He has made every effort to make the house as accessible as possible. Being a single story ranch house and a fairly new build (2008), the house is naturally very wheelchair friendly. There is a concrete ramp into the house. Both bathrooms have wide doors and are accessible. The non-master bath has a roll in shower and a roll under accessible vanity and sink. There is a threshold ramp to the beach side deck. There is a commode chair, shower chair, and bed grab bar on site in the closets. Note that there are no grab bars installed in the bathrooms. The house has wall-to-wall tile floors to help with accessibility. The beach can be accessed using a golf cart and there is a good path to access the beach at the end of 11<sup>th</sup> street. If you have any questions about accessibility, do not hesitate to call Ryan at 614-312-2737 or email him at [rmcafee@gmail.com](mailto:rmcafee@gmail.com). No refunds will be given for lack of wheelchair accessibility.

**20. Utilities.** No compensation will be given for temporary outage of electricity, gas, water, cable, satellite, or telephone service. Utility service outages should be reported immediately and all efforts will be made to have them restored as soon as possible.

**21. Telephones.** A telephone is provided for local calls. The house's telephone number is 242-XXX-XXXX. All long distance, extended service, and internet dial-up calls must be charged to a calling card, collect, or third party. The cell coverage is good on the island.

**22. Disclaimer.** Tenant(s) shall rely only upon any statements or representations made by Ryan McAfee with respect to the property's level of suitability for a specific use or with respect to property condition. Every effort has been made to assure the accuracy of this information. However, Ryan McAfee cannot assume responsibility for errors or omissions; rental data, terms and conditions are subject to change without notice.

**23. Limitations.** Premises shall be used for recreational purposes only in a non-offensive manner. No use shall be made thereof which is unlawful, improper, noisy, or offensive, or contrary to the Bahamas and Spanish Wells laws and ordinances, or of local town ordinances. No large gatherings for games of chance, clubs, or other organizations for activities open to the public, no campfires may be kindled, no tents, trailers, campers, motor homes, nor mobile homes, will be allowed on the premises. Upon expiration of the rental period, tenants agree to give peaceable possession of the said premises to Ryan McAfee in as good a condition as they now are, usual wear accepted.

**24. Proper Notice.** The parties agree that all notices shall be deemed given if sent to Tenant at email address or telephone number provided at time of reservation. All notices shall be deemed given to Ryan McAfee if received at telephone number: (614) 312-2737 or by email to [rmcafee@gmail.com](mailto:rmcafee@gmail.com). In the event of a dispute, legal action may only be instituted in the country within which the Rental Property is located. If any part of this agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

**25. Indemnification.** Tenant(s) agree to indemnify and save harmless the Owner(s) and Agent(s) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenant(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Tenant(s). The terms "Agent(s)" and "Owner(s)" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The term "Tenant(s)", "You", and "Your" as used in this Agreement shall

include Tenant(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Tenant(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

**26. Termination.** Ryan McAfee may terminate this Agreement upon the breach of any of the terms hereof by Tenant. Tenant shall not be entitled to the return of any rent paid under the terms of this Agreement and shall vacate the house immediately.

By signing below, I agree to all terms and conditions of this agreement.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

If you did not place your reservation online through VRBO or HomeAway, please mail this signed rental agreement to the following address:

Ryan McAfee  
11756 Ballah Rd  
Orient, OH 43146

If you did place your reservation online through VRBO or HomeAway, there is no need to sign and send this to me. You electronically signed it as part of your reservation. Thanks!