

This Rental Agreement and Contract (the “**Agreement**”) is a legally binding agreement made and entered into as of the Reservation Date by and between the undersigned person(s) or company (the “**Guest**”) and the undersigned owners, property managers or affiliates (“**Rental Agent**”), pursuant to which the Guest has agreed to rent the residence described below (the “**Property**”), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

### **OCCUPANCY**

Guest agrees that no more than 12 persons shall be permitted on the Property at any time during the Rental Term, this includes sleeping guests and any other people they may invite over, all of whom shall comply with the conditions, fees, and restrictions imposed upon Guest under this Agreement.

There must be one (1) adult present for every two (2) minors. A valid passport or national ID is required to make the reservation.

Guest will not make a reservation for less number of guests and/or pets, than the actual number in order to avoid paying the extra fees. Inspection on the number of guests and/or pets can happen at any time during the stay and without notice. If at any time these terms are violated, Guest will be asked to vacate the premises immediately forfeiting all moneys paid, including security deposit and any other fees that Rental Agent deems necessary. In addition, Guest will be required to pay the extra guests and/or pet fees, at triple the cost as a violation cost. Said payment of the violation fee, will be due within three (3) business days in full.

Guest, and all members of his party will be banned from future reservations at the Property, until the Rental Agent judges otherwise.

### **CONDITION AND USE OF PROPERTY**

The Property is provided in “as is” condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, pools, heaters, fireplaces as applicable, and others, however, the house being in a wooded area, inconveniences may happen at any time and without notice with power, light, internet, cable and/or satellite. The Rental Agent will not be held responsible for what may happen and any interruption of these services. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. No refunds or credits will be provided given the failure to work of any and all amenities and services. Guest acknowledges that use of amenities such as jacuzzi, pools, spas, fireplaces, decks, green forest areas and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and pets and such use is at the Guest’s own risk.

Provided services, staff, looks of the Property and its furniture and amenities may also change at any time and without notice. The Rental Agent will not be held responsible for any changes from when the reservation was booked to when the stay happened. No refunds or credits will be provided for any changes that may happen during this time.

Rental Agent is also not responsible for any accidents that occur for the misuse of electronics or appliances. It is the Guest responsibility to ensure and double check that all food is stored correctly, and with any shelving installed properly.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

No gatherings or parties must be held within the property without previous written consent from the Rental Agent. Renting the property to hold parties requires a larger deposit and larger cleaning fee while adhering to the same 12 -people occupancy rule, in addition to the written consent.

It may be possible that a staff member remains on site during the Guest stay. Guest is required to treat all personnel including on-site staff, host, owners and other representatives of Property with respect. Guest acknowledges these employees do not work for them but for Property owner and are not required to tend to them in any way. Guest is just that, a temporary GUEST. If at any time these terms are violated, Guest will be asked to vacate the premises immediately forfeiting all moneys paid.

#### **DEFAULT**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred. Rental Agent may charge a different amount of security deposit or cleaning fee at their discretion and at any time. Failure to comply with the "check-out" rules will directly impact the amount of security deposit that you may receive back.

Only paying the reservation, in full, including all fees will make a reservation valid. No partial payments will be received to "reserve" dates. Payments in full are not negotiable.

#### **MODIFICATIONS AND CANCELLATIONS**

Unless otherwise noted, the regular period to modify or cancel a reservation is 60 days from the check-in date. Any modifications to reduce the number of guests, pet fees paid and/or dates after the 60 day period, may incur in additional charges or the forfeit of the money paid for the reservation. With cancellations made before the 60 day period, Guest will receive the entirety of the money paid as refund. Cancellations made between 60-30 days from the check in date, the Guest will be refunded the 50% of the nights paid, the deposit, cleaning fees and/or pet fees paid. Cancellations made between 30-0 days from the check in date, Guest will not receive any refunds to any moneys paid.

Modifications to change dates or decrease the number of guests and/or pets is free up to 60 days before check-in date. Modifying the date of a stay, or decreasing the number of guests from 60-0 days before check-in will incur in a penalty fee of \$250.00. Guest may add/increase guests to their reservation (up to 12 guests total), up until one (1) week from the check in date, given they pay any additional fees that apply before the 1 week deadline. Any modifications past this date, will incur a \$250 penalty fee. Modifications requested the day of check-in, will incur in the Guest

required to pay the extra guests and/or pet fees, at triple the cost. Said payment of the additional guests/pets, will be due immediately on the same day of check-in or Guest will not be permitted to complete check-in/or asked to vacate the premises, and treated as a violation as mentioned under “**Occupancy**”.

Modification to dates will only apply if the new dates are available and a difference in rates may apply.

### **PROMOTIONS**

Rental Agent and Property may eliminate or modify any promotions or discounts offered at any time and without notice. Only a notification in writing and by email from Rental Agent may be construed as a valid confirmation that a promotion will be applied to your reservation.

### **ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

### **RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, affiliates, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

Guest also agrees to not take, borrow outside of the Property, or steal any furniture, appliances, accessories, and all existing belongings of Rental Agent that stay within the Property. A proper inventory has been taken of any and all assets inside Property and Guest will be solely responsible for the existence of these assets when leaving the Property. Any missing items will be taken from the security deposit held, at a value estimated by the Rental Agent, and in the case that further payments for the damaged, stolen or missing assets are due from Guest to the Rental Agent, said payment, with the value determined by the Rental Agent, are due within three (3) business days in full.

### **RELEASE**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, affiliates, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility. As Property is located in a forest area where the possibility of dangerous fauna or flora exists. Guest confirms this is

understood and they have rented this property at will and so release Rental Agent of any responsibility of injury or loss of life while staying at the Property.

#### **ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice, when possible, for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons like technical support agents. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

#### **UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to any reasons, events or circumstances, this Agreement shall be terminated and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement. Rental Agent reserves the right to refuse lodging or service to anyone.

#### **ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

The property is currently under sale and if a solid purchase comes through, existing reservations may be canceled with a refund and advance notice will be given as and when possible.

#### **GENERAL PROVISIONS**

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the Republic of Panama. The words "Rental Agent" and "Guest" shall include their respective owners, heirs, successors, affiliates, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. **Execution of a digital signature or paying for a reservation, including checking boxes of agreement to terms and conditions, or transferring of the money, shall be deemed a valid signature and the acceptance of all terms by both parties.**

