

## SEASCAPE RENTAL AGREEMENT

1. **THIS RENTAL AGREEMENT** is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Seascope, Ltd., a Bahamian company (hereinafter “Landlord”) and \_\_\_\_\_ (hereinafter “Tenant”) for the rental of the Seascope, the FitzPatrick property, located at \_\_\_\_\_, Tar Bay, Exuma Bahamas.

2. **Preamble:** Landlord hereby rents to Tenant and Tenant hereby rent from Landlord, the Seascope in accordance with the terms and conditions contained in this Rental Agreement, including, but not limited to, the time period during which Tenant is entitled to use the Seascope, check-in and check-out times, and payment of the rental amount and other fees. In the event that any term of this Rental Agreement varies from any term set forth on a web-site or rental brochure (including the rental amount), the term specified in this Rental Agreement shall govern absent written confirmation of a change.

3. **Rental Restrictions:** Tenant represents and warrants he/she is over 18 years of age and will be present at check-in and check-out and that he/she will personally occupy the Seascope for the entire rental period and will not sublet any portion of the Seascope. Should a rental party misrepresent themselves they will be vacated from the Seascope’s premises without refund.

4. **Rental Term:** Tenant agrees to rent the Seascope from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Arrival Date”) check in time is no earlier than 3:00 p.m. EST on the Arrival Date and departing the Seascope on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by no later than 10:00 a.m. EST. Landlord will use commercially reasonable efforts to have the Seascope ready for your occupancy at check-in time, but Landlord cannot guarantee the exact time of occupancy. Tenant hereby agrees that in the event Tenant returns to the Seascope without the consent of the Landlord after turning in the keys and checking out, a fee equal to the rental rate for one day will be assessed to Tenant.

5. **Rental Amount:** Tenant agrees to pay Landlord the rental amount of US \$\_\_\_\_\_ per week, plus applicable taxes. Tenant agrees all rental amounts and security deposits paid to Landlord shall be paid in United States of America currency.

6. **Deposit:** Tenant agrees to make a deposit constituting one-half or 50% of the total rental amount as provided in Paragraph 4 above at the time the reservation is made to confirm the reservation. Tenant shall make the final payment of the rental amount and provide Landlord with a security deposit in the amount of US \$500.00 on or before sixty (60) days prior to the Arrival Date. Failure to make any of the payments set forth in Paragraphs 4 or 5 of this Rental Agreement on time will cancel your reservation automatically. All advance payments from Tenant are deposited in an interest bearing account with the interest accrued payable to Landlord.

7. **Cancellation Policy:** Tenant agrees that, in the event Tenant must cancel the reservation prior to the Arrival Date, Landlord shall only be responsible for reimbursement of the rental amounts paid by Tenant to Landlord if Landlord is able to rent the Seascope at the same or equivalent value for the same rental period as set forth in Paragraph 4 above. A change in dates will be treated as a cancellation.

8. **Maximum Occupancy:** The Seascope has a maximum occupancy of six (6) persons. Tenant agrees no more than six (6) persons will occupy the Seascope during the rental period. **Violations of the maximum occupancy provision will result in additional charges to Tenant and/or shall vacate the premises without refund.**

9. **Restrictions:** Pets of any kind are prohibited. A pet or evidence of a pet found on the premises of the Seascope will cause immediate eviction, and forfeiture of Tenant's entire rent and deposit. No smoking inside the Seascope. Rearranging the furniture or removing any items from the Seascope is not allowed.

10. **Lost/Stolen/Abandoned Articles:** Landlord is not responsible for any lost, stolen or abandoned items.

11. **Liability:** Landlord assumes no liability for property loss or damages, nor liability for injury, accidents, delay, or irregularity, which may be caused either by reason of defect, or the acts of any company, or persons. Moreover, Tenant is responsible for the rented property during occupancy, and must lock all windows and doors securely at all times when not on the premises. Use of the facilities is at your own risk.

12. **Termination:** If Tenant or any member of Tenant's party violates any of the terms of this Rental Agreement, Landlord may, at its sole discretion, terminate this Rental Agreement with no refund of rental amounts or security deposit and may enter the premises and remove the Tenant, the members of Tenant's party and their belongings. Tenant acknowledges and understands that he/she is subject to expedited eviction if Tenant (1) holds over possession after his/her tenancy expires; (2) commits a material breach of the Rental Agreement; (3) fails to pay rent as required by this Rental Agreement; and/or (4) obtains possession of the leased property by fraud or misrepresentation.

13. **Maintenance, Damages & Utilities:** All normal utilities (except for phone calls) are included in the rental amount. Tenant agrees to reimburse Landlord any and all monies in USA currency within ninety (90) days of the expiration of the Rental Agreement for all telephone charges belonging to Tenant. Such charges will be identified by Landlord upon receipt of the telephone invoice for the period of Tenant's tenancy. Tenants are required to immediately notify Landlord of any damages to the Seascope and/or its contents during Tenant's stay. Tenant agrees to pay the cleaning or replacement costs for all damages to personal property or real estate, which may occur as a result of Tenant's occupancy, excluding normal wear and tear.

14. Tenant agrees that the services rendered by the Concierge are between Tenant and the Concierge service provider. Seascape is not responsible for the services rendered by the Concierge. Any Concierge Services Agreement entered into by Tenant is a separate and distinct agreement from this Rental Agreement.

15. Keys to the Seascape shall be returned immediately upon check-out. There will be a fee for lost keys or unreturned keys.

16. The information pertaining to the property is constantly being updated on the website. Landlord is not responsible for printing errors or inadvertent omissions. All rates and property details are subject to change without prior notice.

17. If any controversy or claim arising out of this Rental Agreement, or the breach thereof, this Rental Agreement shall be governed by and construed in accordance with the internal laws of the Islands of the Bahamas and the parties hereto agree that any legal action in connection herewith by either Landlord or Tenant shall be venued in that country.

**SEASCAPE LTD.**

**TENANT(S)**

\_\_\_\_\_ **L.S.**  
**Name:**  
**Title:**

\_\_\_\_\_ **L.S.**  
**Name:**

\_\_\_\_\_ **L.S.**  
**Name:**

\_\_\_\_\_ **L.S.**  
**Name:**

\_\_\_\_\_ **L.S.**  
**Name:**

\_\_\_\_\_ **L.S.**  
**Name:**

\_\_\_\_\_ **L.S.**  
**Name:**