

Rental Agreement for the Residence "Caribbean Pearl"
1410 SW 43rd Street, Cape Coral, FL-33914

Terms and Conditions as of April 2007

1. Contracting Parties

The rental agreement (consisting of agreement and confirmation showing the rental period) is concluded between the guest/renter and the owners Ruediger and Monika Koop. The agreement is valid with one signature of the owners on the agreement. The agreement can be sent by fax, e-mail or mail.

2. Rental Agreement

The rental agreement can be sent by fax, e-mail or mail. Confirmed reservations are required for any rental agreement to be valid. Any rental agreement is independent and not connected with any other contracts like flight tickets or travel insurances.

3. Security Deposit

The security deposit is a refundable amount established as a safeguard against property damage and higher electric power consumption. It is also possible that security deposit funds may be applied for supplemental cleaning if the property manager determines that you did not leave the property neat and tidy, and in broom clean condition for the housekeeping staff. Security deposits are refunded within approximately 6 weeks of the departure date.

4. Payments

In order to reserve this rental property for you, we must receive the signed agreement with a down payment of €500.- within 10 days of initial reservation. Both the deposit and the payment of the balance due will be transferred 6 weeks ahead of arrival. Late reservations (confirmed within 6 weeks of the planned arrival date) will require payment in full. Payments are not accepted on arrival. The owners have the right to cancel the contract if payments are more than 1 week late (if the guest is responsible for late payment). The contract is then considered as cancelled by the renter. He will accordingly be responsible for any consequences. The owners are entitled to cancel the contract if the renter does not make the payments according to the contract.

5. Extra Charges

Extra charges not included in the contract are as follows:

- a. Electric fees: The property manager will read the electric meter when you arrive and leave. An electric fee of US\$ 3 / day is included in the rental rate. In case of higher electric power consumption the renter pays the costs according to the current price list of the provider LCEC, Cape Coral. In case of additional costs they will be deducted from the deposit. Please note that we recommend you close doors and windows to avoid extensive costs. High usage of the whirlpool will also cause additional electric power consumption.
- b. Cleaning charge has to be paid directly to the property manager.
- c. If the cleaning service needs to clean the grill, there is a **US\$ 40 extra charge** to be paid directly to the property manager. We recommend that you always clean the grill after use for hygienic reasons.

Regarding fiscal considerations please note that the property manager charges the cleaning fees directly. Additional mid-stay cleaning can be arranged by the property manager.

6. Check-in / Check-out

4 p.m. is the earliest allowed check-in time. This allows the housekeepers to complete their cleaning duties. Check-out time is 10 a.m. If there is no subsequent arrival it may be possible to extend this time on a case by case basis. The keys will be in the key box at the house for your convenience to enter the house in case of late arrival. Upon arrival you will find a notice about the time of the check-in. The property manager will contact you prior to departure to be checked out. Check-in and check-out are mandatory.

7. Pets

Absolutely no pets allowed in the house or on the premises.

8. Smoking

Smoking is strictly prohibited. This house is a non-smoking house as advertised.

9. Condition of the House - Repairs and Damage

The renter agrees to maintain the house in the condition it was in at the time he took possession and to assume responsibility for any loss or damage beyond normal wear and tear. The renter will leave the house so that no extraordinary housekeeping will be required after the departure. Please notify the property manager about any kind of damage or defects occurring upon arrival within 24 hours. The

renter agrees to both notify and reimburse for all necessary and reasonable repairs, replacement for damage or destruction of property caused by the renter or his guests, or for extra cleaning required. We recommend you take out property damage liability insurance.

10. Complaints and Objections

Complaints and objections to the house have to be faxed immediately to the property manager and to the owners. Any kind of complaints or objections are against the owners and have to be submitted in written form on the day of occurrence. The renter will allow, in case of defects or damage, a reasonable period of time to solve the problem.

11. Indemnification

The renter agrees to release owner from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the owner. Effective date: Notwithstanding anything to the contrary, this agreement is binding and effective when no signature is required, and renter's affirmative assent to the terms is expressed by renter's reservation of the house. The renter agrees to release owner from and against all liability if the following matters occur: war, riots and civil commotions, pests, natural phenomena, vermin plagues, official orders, unexpected construction works, any kind of noises, or occasional electrical power outage and water supply outage. The owner is not a travel agent.

12. Occupants/Maximum Number of People

The renter understands that the rate was based on the number of guests represented during the reservations process. All guests aged fourteen and over are counted as chargeable guests. Any party falsely representing the number of people in the home or exceeding the number paid for may be subject to immediate eviction without refund. Over occupancy is considered a serious violation of this rental agreement. The property manager has to be notified of short-term visitors staying overnight.

13. Cancellation Policy

If the house is re-rented for the same days cancelled a prorated refund will be given. A cancellation fee of US\$ 150 will be deducted from your rental fee. No refund will be given if property is not re-rented for the same days cancelled. We will make every effort to re-rent the reserved property for the same time period. To protect against the loss of your rental payments, travel insurance is strongly recommended. Non-observance of rules mentioned in nos. 7.,8. und 12. of this rental terms may result in immediate eviction without refund.

14. Severe Weather

Policy Cancellations or early departures due to inclement weather do not warrant any refund. This includes hurricanes. Please purchase travel insurance from your insurance company.

15. Passports, Visa, Foreign Currency Regulations and Health Regulations

The renter is responsible to fulfill all requirements. He is also responsible and liable for all disadvantages resulting from any kind of non-observances.

16. Legal Venue

The legal venue for all disputes arising from this contract is Cape Coral/Ft. Myers, USA.

17. Severability Clause

If any section, subsection, paragraph, sentence, clause, or phrase of this agreement shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this contract which shall continue in full force and effect. The renter accepts the rental agreement. To this end the provisions of this contract are hereby declared to be severable.