

OUR PARADISE AT BAHAMA BAY

VACATION RENTAL AGREEMENT

By booking a reservation, you agree to all policies, terms, and conditions below:

This Vacation Rental Agreement (“Agreement”) is for rental of the vacation rental property specified in a confirmed reservation (the “Property”). This Agreement is between: (1) Mauro Porco (“Owner,” “we,” or “us”) and (2) the person who is the responsible renter of the Property (collectively “Renter” or “you”). By booking your rental of the Property with the Owner, you acknowledge that you have read and understand, and agree to be bound by, all terms, conditions, and policies in this Agreement.

RENTAL POLICIES AND GENERAL TERMS

A. **Minimum Age.** The “Minimum Age” to rent the Property is 21 years of age (or the minimum age required by law in the jurisdiction where the Property is located, if different). You agree to provide us with proof of age upon request. A parent or legal guardian must accompany all guests who are under the Minimum Age for the entire duration of the rental.

B. **Responsible Renter.** As the Renter, you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, friends, other responsible adults over the Minimum Age, or accompanied by a parent or legal guardian. You agree to be solely responsible for your actions and the actions of all family members, guests, and invitees (collectively, “Occupants”) present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with the Terms.

C. **Good Neighbor Policy.** Because the Property is a privately owned home, all Occupants must comply with this good neighbor policy. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to the Owner from police, neighbors, or neighborhood or homeowner associations. Noise audible outside the Property is prohibited between 10 p.m. and 8 a.m. You and other Occupants agree to abide by all applicable parking restrictions and limitations.

D. **Maximum Occupancy.** The number of people present at the Property may not exceed 8 as authorized by the Owner.

E. **No Smoking.** No smoking is permitted at the Property (including porches, decks or outdoor areas) at any time.

F. **Animals.** No animals or pets of any kind are permitted at the Property except (1) as specifically authorized in your reservation, or (2) bona fide service animals that we are required by law to allow. You agree that a prohibition on animals is not a guarantee that an animal has not been inside the Property or that the Property is free of animal or pet allergens.

G. **Events and Commercial Photography; Structures; Charcoal Grills.** Events and commercial photography or filming are prohibited at the Property. No tents or other structures may be erected on the property. The use of charcoal grills is not permitted.

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H. Criminal Activity Prohibited. Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or your immediate removal from the Property. This prohibition extends to use of the Property's internet service, if any, for criminal activity, including but not limited to unlawful downloads of copyrighted material, including movies, music, software, or other material. We may cooperate with any investigation of alleged criminal activity that occurred at the Property during your stay.

I. Consequences of Breach; Charges for Damage. Any failure by you or any other Occupants to comply with any of the terms, conditions, or policies above is a breach of this Agreement and may result in a forfeiture of your rights to rent the Property, up to and including immediate removal from the Property without refund and with or without the assistance of law enforcement. The Owner may terminate this Agreement for breach, and if you are notified of such termination you agree to leave the Property immediately.

J. Maintenance or Housekeeping Issues; Property Conditions. The Property is provided as is, and we are not responsible for the unavailability of any amenities. You agree to contact the Owner, using the contact information provided in your confirmation email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give the Owner a reasonable amount of time to respond to your report and to cooperate with the Owner's efforts to address the concern or provide a remedy. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property at your invitation to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we reasonably deem an emergency that threatens persons or property. You acknowledge that the Property has access to amenities that are shared with other properties, such as a shared pool, hot tub, parking lot, and that the availability and condition of those amenities is outside the Owner's control.

K. Acknowledgement & Disclaimer; Limitation of Liability. You acknowledge the Property may have features, amenities, and conditions that are unfamiliar to you and other Occupants you invite to the Property. You further acknowledge that your use of the Property and its amenities may carry inherent risk, including risk of bodily injury, illness or disease, disability, or death. For example, some Properties include natural habitats for wildlife, insects, and pests that may expose you to injury or disease; or docks, stairways, porches, ledges, cliffs, hot tubs, and other unmarked natural or manmade features, amenities, and conditions that carry inherent risk. You agree that, by using the Property or its amenities, you voluntarily and willfully assume those risks and assume full responsibility for the choices you make before, during and after your use of the Property and its amenities. You also acknowledge and agree that you and any other adult Occupants are solely responsible for closely supervising and protecting the health and safety of any and all Occupants that are minors, throughout the duration of your stay.

L. Indemnity. You agree to hold harmless and indemnify the Owner, and their respective affiliates, for and from all claims for property damage, personal injury, illness or disease, or monetary loss resulting from your actions or omissions, and the actions or omissions of other Occupants, during or relating to your stay.