

## **RENTAL TERMS AND CONDITIONS**

**1. OCCUPANCY**: Check-in time is no earlier than 3:00PM on the arrival date unless prior agreement has been made. If initial arrival is made by anyone other than named Tenant, prior notification must be made. No more than four adults are allowed to sleep overnight in any single villa. Tennant will be directly responsible for all occupants and their actions during the entire rental period. Young children must be supervised at all times. Pets require prior approval and a non-refundable fee of \$150. Subleasing the villa is forbidden. Premises will not be used for hosting parties or conducting business unless prior permission is obtained from Brigantine Bay Villas, LTD. Check-out time is no later than 11:00AM on the departure date unless prior agreement has been made.

**2. PAYMENT**: Tennant agrees to pay all rent, deposits, and fees with cash (\$US or \$B), personal checks, VISA, or MasterCard. Rent will be charged nightly as follows: HIGH SEASON-(12/16-8/15): \$4620(waterfront)/\$4200(backlot) for each whole month (4 consecutive weeks), \$1540(waterfront)/\$1400(backlot) for each whole week (7 consecutive nights) not part of a whole month, and \$260(waterfront)/\$235(backlot) for each whole month (4 consecutive weeks), \$1320(waterfront)/\$1200(backlot) for each whole month, \$3960(waterfront)/\$3600(backlot) for each whole month (4 consecutive weeks), \$1320(waterfront)/\$1200(backlot) for each whole month (4 consecutive weeks), \$1320(waterfront)/\$1200(backlot) for each whole month (4 consecutive weeks), \$1320(waterfront)/\$1200(backlot) for each whole week (7 consecutive nights) not part of a whole month, and \$220(waterfront)/\$200(backlot) for each night not part of a whole week (7 consecutive nights) not part of a whole month, and \$220(waterfront)/\$200(backlot) for each night not part of a whole week (7 consecutive nights) not part of a whole month, and \$220(waterfront)/\$200(backlot) for each night not part of a whole week (7 consecutive nights) not part of a whole month, and \$220(waterfront)/\$200(backlot) for each night not part of a whole week. Whole weeks or whole months that occur around a season changeover date will be prorated for each season. Full payment is due upon arrival. In addition, a 10% Hotel Guest Tax (HGT) will be collected on behalf of the Government of the Bahamas.

**3. DEPOSIT**: A villa will not be held available for a Tenant unless a 50% deposit of the total rental charge is received. This deposit becomes NON-REFUNDABLE four weeks (28 days) prior to scheduled arrival date. All cancellations must be made by either email to "Inquiry@BrigantineBayVillas.com", voice message left at 1-877-786-8455, or REGISTERED mail to "966 BLUE RIDGE AVE, ATLANTA, GA 30306". We will reply via e-mail with confirmation of cancellation. Should receipt of cancellation notice occur less than four weeks prior, lost deposit may be applied toward a future rental booked within one year after the cancelled arrival date. This retained deposit is transferable. A 10% booking fee will be retained for cancellations occurring before four weeks prior to scheduled arrival. If no credit card is used for deposit/payment, an additional damage deposit of \$1000 per villa must be received prior to occupancy and is refundable as appropriate after departure.

**4. TROPICAL CYCLONE**: Should a "Tropical Storm Watch" or "Hurricane Watch" be issued for the island of Abaco on or within 7 days prior to arrival date, Tenant may cancel all or part of reservation and receive 100% refund of all deposits for that portion cancelled. Should a "Tropical Storm Watch" or "Hurricane Watch" be issued after arrival, Tenant may cancel all or part of remaining booking for 100% refund for that portion cancelled.

**5. KEYS**: Your villa will be opened and awaiting your arrival. Keys will be provided in the villa. Please be sure to leave all keys when you depart. You will be charged \$10 for each set of keys missing upon departure.

**6. CLEANING:** Should you require villa cleaning during your stay, you may schedule a light cleaning for \$50 per visit. This cleaning is limited to dusting, sweeping, linen changes, and bathroom and kitchen sanitation. Guests staying in excess of two weeks will be offered a complementary linen and towel swap once per week. **DISH CLEANING IS THE RESPONSIBILITY OF THE TENNANT**. A fee of \$40 per hour for deep cleaning (including dishes) required in excess of reasonable occupancy needs will be charged if necessary after departure. A coin operated laundry facility is available on the property for personal use. SMOKING IS PROHIBITED inside the villa. Should evidence of any smoking indoors be discovered a \$500 fee will be charged.

**7. FURNISHINGS**: The villa is equipped and set up as a fully furnished home that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen, TV w/satellite (no VCR), A/C, furnishings, BBQ grill, and outdoor furniture. Beach towels are not provided, please bring your own. Additional consumables and food items may be brought with you or purchased locally. TENNANT WILL BE CHARGED FOR REPLACING MISSING ITEMS.

**8. DOCKS**: Tenant is afforded the use of one boat slip (one side of one dock) for the period of rental. Electrical hook-up fees will be applied as follows: 115V/15A: Free; 115V/30A: \$20/night; 230V/50A: \$40/night. Dockage occurring before and/or after the villa rental period will be charged at the rate of \$50 per night in addition to electrical fees. Slip assignment is based on a first come, first served basis. Management reserves the right to change slip assignments as deemed necessary to accommodate all vessels. The securing of lines to, or inhibiting passage of other boats is prohibited without prior permission from subject boat owner or the management. Damage inflicted to dock structures, fittings, lights, gazebos, etc. is the responsibility of the boat owner/operator. Extended operation of engines and/or generators alongside the dock is prohibited. Management reserves the right to evict any vessel due to the approach of a Tropical Cyclone.

**9. TENANTS LIABILITY**: Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Tenant or Tenant's guests, including, but not limited to, villa structures, appliances, furnishings, landscaping, and/or the docks. Tenant agrees to reimburse Owner for such damages from credit card account on file or security deposit held. Do not throw any sanitary napkins down the toilet. Do not dispose of any harsh chemicals/detergents/bleach in large amounts, or cooking fats/grease down the sinks or toilets. Do not place any metal in the microwave oven.

**10. DISTURBANCES**: Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Exceeding overnight occupancy levels noted above, B. Using the premises for any illegal activity including the possession and/or distribution of illegal substances, C. Deliberate attempts to damage any of the premises, D. Any other acts which repeatedly disrupt the peace.

**11. HOLD HARMLESS**: Brigantine Bay Villas, LTD. and its representatives do not assume any liability for loss, damage, or injury to persons or their personal property caused by weather conditions, natural disasters, civil unrest, acts of God, or other reasons beyond its control. Nor do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, electricity, appliances, furnishings, fixtures, or plumbing.