



The Golden Spot
Placencia, Belize

The Golden Spot Placencia, Belize
Lease Agreement

THIS LEASE AGREEMENT entered into between *The Golden Spot Placencia, Belize* (“Lessor”) and *Name of Person on Reservation* (“Lessee”). In consideration of the articles below, the Lessor does hereby lease to the Lessee the following property (“Property”):

The Golden Spot Placencia, Belize
Placencia Road
Placencia, Belize, C.A.

1. Terms of Lease

The term of the Lease Agreement shall begin at 3:30 PM on **Date reservation is made for** (the “Lease Commencement Date”) and shall end at 10:30 AM on **Date that reservation ends** (the “Lease Expiration Date”).

2. Rental Rate and Fees

Reservation Deposit, which includes an advance payment of 50% of the Rent, and Hotel Tax shall be payable upon execution and delivery of this Lease Agreement. The Remaining Balance, which includes the remaining Rent and Hotel Tax, shall be due no later than sixty, (60) days prior to Lease Commencement Date.

3. Reservation Deposit

A reservation Deposit is required upon execution and delivery of this Lease. The Reservation Deposit (less a two hundred-fifty-dollar (\$250.00) booking fee) shall be fully refunded only if cancellation is received one hundred twenty (120) days prior to the Lease Commencement Date. Any cancellation not received within one hundred twenty (120) days of Lease Commencement shall result in the entire Reservation Deposit being forfeited and non-refundable. In the event the property is sold or an event beyond our control causes the property to be unrentable or for some reason the rental period cannot be fulfilled, the full amount of money paid for the house will be returned to you.

4. Security Deposit Hold

Security Deposit Hold is required to protect Lessor from loss due to damage to the Property, including the house, its furniture and other contents or any other personal property located on the Property. A deposit of nine hundred fifty dollars (\$950.00) shall be placed on hold prior to check in. Any damage to the Property caused by Lessee or any of Lessee’s guests or other invitees during the Lease term will be paid from the security deposit and the balance remaining, (to date 100% of entire deposits have been returned) will be released within seven (7) days from check out.

5. Remaining Balance

Remaining Balance is due sixty (60) days prior to the Lease Commencement Date and is not refundable. A Lessee arriving after the Lease Commencement Date or leaving prior to the Lease Expiration Date will be charged for the entire rental period.

6. Maid Service and Golf Cart

Light daily maid service is included in the total rent. Lessee agrees to keep the house, furniture, and furnishings in good order. **Use of 6 seat gas golf cart is included.** AGE LIMIT IS 18 YRS OLD TO OPERATE GOLF CART. The golf cart shall be returned full of gas (as delivered upon check in) to avoid \$60 fuel charges being deducted from Security Deposit hold. The use of the golf cart is a perk and completely optional. Guests agree to use the golf cart at their own risk, as guests take full responsibility for any injury to themselves/passengers/others and are responsible for any damage to the golf cart and injury caused to other vehicles/persons while guests are using the golf cart. In the unlikely event of a mechanical failure (or other situation rendering the golf cart inoperable) the golf cart will be made operable as quickly as possible but *will not be replaced* (additional golf cart or any other form of transportation) by owners for the remainder of the rental period. Golf cart has a Air Tag to track it in the unlikely event of theft.

INITIALED:

Lessee: _____

Lessor: _____

7. Personal Chef

Lessee will receive use of the Chef for nine (9) meals of a seven (7) night Lease Agreement. Lessee will receive up to nine (9) meals per week. If Lease Agreement is less than seven (7) nights, Lessee can pay for chef services at a rate of \$45 per meal. The menu will be determined ahead of time and will not be changed after submitted. Lessee is responsible for reimbursing the cost of food that is used to prepare the meals and gas for the chef to purchase the food. **CASH ONLY ACCEPTED**

For a Lease Agreement that is a seven (7) night stay, if for any reason, the Chef is unable to prepare the meals during the Lease, \$150.00 will be refunded.

8. Access to Property

Lessee shall permit Lessor, their agents, and employees, upon request, to enter the Property at all times for any reasonable purpose connected with the repair, improvements, care and management of the Property. Lessee recognizes that the staff live onsite in a detached apartment along with owners who may be onsite in the detached owner's apartment during your stay.

9. Laws and Regulations

Lessee shall abide by all local, state and federal laws and regulations at all times in conjunction with the rental of the property.

10. Rules and Regulations

Lessee shall abide by the Rules and Regulations of the Property (attached hereto and incorporated herein as Exhibit A).

11. Maximum Occupancy

Maximum number of guests at the Property is limited to fourteen (14) persons. An additional charge of \$100 per person per night for guests in addition to ten (10) will be added on. Only guests that are listed on the reservation are allowed onsite at the property.

12. Guest and Other Invitees

Lessee, Lessee's guests and other invitees: (a) personally assume all risks of property loss or damage and physical injury or death that exist or may exist in connection with use or occupancy of the Property; release Lessor and any other owners of the Property from any claim for damage, accident or injury that Lessee, Lessee's guests or other invitees may sustain from use or occupancy of the Property during the term of this Lease Agreement; and agree to indemnify, hold harmless and defend Lessor and any other owners of the Property from any claim, action or proceeding by Lessee, Lessee's guests or other invitees or their family, estate, heirs or assigns related to a claim for damage, accident or injury during the use or occupancy of the Property.

12.1 Child Proofing: Lessee, Lessee's guests, and other invitees: understand no special efforts have been made to "childproof" this house and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the ocean, pool, adjacent street, cleaning supplies in the house, stairs, patio, rooftop, wet pool deck.

12.2 Assumption of Risk: No lifeguard is on duty at any time. Accordingly, persons using the beach or pool do so at their own risk and the Lessor assumes no responsibility for accident or injury. No one should swim alone. Areas surrounding pool, pool deck and ocean may be slippery. Children are not allowed on rooftop deck without an adult. No one is allowed on rooftop area outside of railing/walled areas. Lessee understands no lifeguards are present at the pool or ocean and children must be attended to at all times. Lessees will hold the Lessors, Owners, and staff harmless from any and all bodily injury and/or property damage incurred on the property and while using golf cart.

13. Use of Security Cameras: Lessee understands and accept that the property is protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house.

14. Personal Property: Lessee understands that any personal property of and used by Lessee is not insured by Lessor and Lessor shall not be responsible for any lost, stolen or missing property of the Lessee or property left after checking out.

13. Violation of Lease

If Lessee does not abide by this Lease, the Lessor may declare this Lease terminated.

14. Expiration of Lease

At the expiration of this Lease, Lessee shall quietly yield the Property in good and habitable condition in all respects, as it was when the Lessee took possession.

15. Assign or Sublet

Lessee shall not assign the Lease or sublet the Property.

INITIALED:

Lessee: _____

Lessor: _____

The terms of this Lease will be governed by and interpreted under the laws of Belize, C.A.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the dates indicated below.

Exhibit A
Rules and Regulations of the Property

1. No Pets permitted unless specifically approved in advance by Lessor and payment of additional security deposit to Lessor as agreed to in advance.
2. Absolutely no smoking permitted inside home. Cigarette butts, cans, bottles and other trash, shall be properly disposed of and not left in the yard, or beach area.
3. Secure bicycles, with locks provided, when leaving around town during use and put back in the garage when done with their use.
4. Lock golf cart with steering wheel lock when not in use and parked outside of the golf cart garage, as many Club Car brand keys are duplicates.
5. Wear lifejackets provided when using kayaks/paddle boards; wash with fresh water and hang up when done.
6. Do not commit or allow any unlawful, improper, or offensive use of the Property.
7. Household items (towels, utensils, games, etc.) are not to be removed from the Property.
8. Please wash off sand from your feet in wash out areas before entering home or patio.
9. **Please turn off (or turn temp up) a/c and lights off when leaving the property or not in use. Electricity is a valuable resource and in Belize about 5 times as costly as in the US, so please help us keep the electric bill to a minimum.**
10. Please help us conserve water as it is also VERY expensive and in short supply in Placencia. Also, the house has a septic system and can be overwhelmed with long showers, so keep showers short.
11. Upon departure, return all keys and garage remote to a caretaker. Lost keys and garage remote will cost \$100.00 each.
12. MUST BE 18yrs old and must have valid driver's license to drive golf cart (police have check points and will check for license - so always take license with you)
13. Please treat our home as if it was yours and have fun.
14. **All weddings on a The Golden Spot Property are subject to additional charges and must be booked in advance.**
15. Please be considerate of our neighbors who live full-time nearby. Quiet hours are 9pm-7am. Please discontinue the use of any outdoor or rooftop music/speakers during this time and keep the sound to a minimum. Police do enforce quiet hours with fines.

Disclaimer:

Lessee understands that the Lessor and owners are not responsible for any personal injury caused by slipping on wet tile or surfaces, and that the Lessee, Lessee's guests and other invitees: are responsible for exercising care when surfaces are wet or slippery due to rain, pool water on surfaces, ocean water or use of hoses to wash down/clean areas, and further, that the Lessor and owners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of AC, power surges, loss of electricity, accidents related to fire, air conditioners, stoves or lessees' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Under no circumstances will Lessee, Lessee's guests and other invitees hold the Lessor and Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to the Lessee, Lessee's guests and other invitees.

I, the Lessee, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

INITIALED:

Lessee: _____

Lessor: _____

Agreed to and acknowledged by Lessee:

X

Signature of Lessee

Lessee Printed Name:

Date:

Email Address:

Mailing Address:

INITIALED:

Lessee: _____

Lessor: _____