



RENTAL AGREEMENT

The information below outlines the rental terms and policies of Casa Frank e Livre. Once we have confirmed your reservation dates, the Rental Agreement can upon request send to you via email which incorporates the terms and policies herein and referred to as the Agreement. The Agreement is legally a binding agreement. We, our and us mean the Owner. You and your mean anyone approved as a guest who has signed the Rental Agreement. House means the room and other areas of the house you are renting or using from the Owner, known as either the Atlantic Room or Surf Room as indicated on the Rental Agreement Confirmation.

All information in the Rates and Availability page of this website is incorporated into the Agreement.

1) Occupancy: The House will be ready for you to occupy at 4:00 pm on the date of your scheduled arrival. The term of your occupancy will end at 11:00 AM on the date of your scheduled departure. This means your occupancy will automatically end on that date at that time. If you have our permission in writing to do so, you may continue to rent. In this case, your rent and all the other terms will remain the same as in the Agreement, unless we tell you differently in writing. Your rental term may be ended earlier if you do not pay the rent and/or comply with the terms of the Agreement. There will be no refund for early departures.

2) Security Deposit: Though we do not collect a deposit, you agree to be liable for any damages caused by you or your guests during your stay. We do not charge for normal "wear and tear". However, your liability for damages can result from the loss of any property as a result of your stay, repair or replace any property that is damaged or missing, to pay for any rent due, to replace any keys, or to pay for your quitting the house wrongfully.

3) Utilities and Services: In addition to the items listed on the Amenities page of this website, we maintain and provide water, electricity, trash collection, cable television, and wireless internet for your laptop. We are not responsible for interruptions to these services that are outside of our control. In the event that an interruption extends for an unreasonable amount of time, your only remedy will be to cancel the unused portion of your stay and we agree to refund you only for that unused portion.

Appliances and electronic equipment in the house are provided for your complimentary use (see Amenities). No refunds will be given for malfunctions, though we will make a good faith effort to repair or replace defective items as soon as it is practical.

4) Availability of Property: If by fire, act of nature, closure of our rental business for any reason, or factors outside of Owner's control, Owner is unable to deliver House to Guest at

time of check-in, Guest's sole remedy shall be a full refund of any money paid to Owner within 30 days of Owner's notification to Guest. In this case, the Owner shall not be liable and shall be held harmless from any damages or costs incurred by Guest or any other parties. The owner will not be responsible for locating or securing alternative lodging, airfare, car rental or any other related items or expenses. For this reason, we highly recommend that you purchase travel insurance from a reputable company.

5) Keys: There will be a set of keys and remote gate keys provided upon arrival. You may not have additional keys made or locks changed or added. You must return the key when you move out, by handing it to the Owner or leaving it in the House or paying to replace it. The amount charged for replacement keys will be \$25 per key.

6) Guest Liability: You agree to accept all liability and hold Owner and Management harmless for the use of the house, any equipment, furnishings, and appliances supplied by or borrowed from Owner and used by Guest or Guest's guests. We are not responsible for the loss of any kind.

By signing the Rental Agreement, each Guest agrees to pay the rent and be liable for all fees and accept and obey the terms, conditions, and policies contained herein. If paying by credit card, you authorize us to make any changes to the credit card provided in accordance with the Agreement. You also certify that you are either an authorized signer of the credit card provided or have been authorized to use it by the cardholder.

7) You May Not Sublet, Illegal Activities, ETC: You may not sublet, or let anyone else occupy the House or replace you as the Guest unless you have our written permission in advance. The House may be used only as a place to live for the Guests listed in the Rental Agreement. You may not use it for any improper or offensive purpose, including any activity that violates any law or governmental regulation. Additionally, any activities by you or any of your guests that violate The Agreement will be considered as a cancellation of the Agreement and immediate termination of the rent. Possession of the House obtained by fraud or misrepresentation will also be considered as a cancellation of the Agreement and immediate termination of the rent.

8) Applicable Law, ETC: If any part of the Agreement should be deemed unlawful or invalid for any reason whatsoever, the validity of the remainder of the Agreement shall not be affected thereby. The Agreement shall be incorporated with the signed Rental Agreement Confirmation provided to the Guest and the terms set forth herein shall be considered the entire Agreement between the parties and shall supersede any other agreements, whether oral, written, expressed or implied.

9) Regarding the stay the following policies apply:

A. Quiet hours shall be maintained from 9:00 p.m. to 8:00 a.m., during which noise in the bed and breakfast home shall not disturb anyone in or outside the room and the house;

B. Amplified sound that is audible beyond the room or property boundaries of the bed and breakfast home is prohibited;

C. Smoking inside the house, bedrooms and livings is prohibited;

D. Vehicles shall be parked in the designated parking area.

10) INDEMNITY: GUESTS FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, GUESTS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS HEREBY RELEASE THE OWNER OF THE PROPERTY, RENTAL BUSINESS, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, SURETIES, INSURERS, INDEMNITOR, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DEMANDS, OR CAUSE OR THING WHATSOEVER RESULTING FROM OR IN CONNECTION WITH THE PROPERTY OF THIS RENTAL AGREEMENT AND CONTRACT INCLUDING WITHOUT LIMITATION ANY CLAIM, DEMAND OR CAUSE OF ACTION FOR PERSONAL INJURY OR DEATH AND ANY AND ALL LOSS, LIABILITY, COST AND EXPENSE RESULTING FROM ANY CLAIM, DEMAND, SUIT OR CAUSE OF ACTION WHICH MAY BE ASSERTED.