

**OASIS**  
**RENTAL AGREEMENT**

**THIS RENTAL AGREEMENT** is entered into between the undersigned Owner and Renter.

We agree that:

**1. Rental.** The Owner hereby rents to you the Oasis property in Elbow Cay, Abaco, Bahamas ("Property") for the period (the "Term") beginning \_\_\_\_\_ (check in time after 3:00 pm) to \_\_\_\_\_ (check out time before 10:00am).

**2. Rental Rate.** The rental rate for the Term is \$ \_\_\_\_\_ payable one-half at the time of the signing of this Agreement and the remaining one-half at least sixty days before the beginning of the Term. If at the time of the signing of this Agreement there are fewer than sixty days prior to commencement of the Term, the entire amount shall be due at the time of signing. If you cancel, the Owner shall be entitled to keep any rent paid. To the extent the Owner is able to mitigate its loss of rental for the same Term, the Owner shall refund to you any rent paid.

**3. Deposit.** At the time all of the rent is due as described in Section 2, you shall also pay to the Owner a security deposit of \$ \_\_\_\_\_ (10% of rental rate ) (the "Deposit"), which shall be used to reimburse the Owner for any loss or damage arising out of your use of the Property, including any additional cleaning charges incurred. The Deposit or the unused portion thereof, if any, shall be returned to you within 15 days after the Term. The application of the Deposit by Owner against damages or expenses incurred does not relieve you for damages and expenses for which you are responsible in excess of the Deposit. The refund of the Deposit does not constitute a waiver by the Owner of any claims discovered thereafter.

**4. Payments:** Payments due under this Agreement shall be made by check payable to W. Radford Lovett and delivered to 465 Beach Ave, Atlantic Beach, FL 32233.

**5. Hurricanes.** If you are unable to depart for the Property because of a hurricane warning being in effect, your Rent and Deposit shall be refunded to you. If you are required to leave the Island because of a hurricane warning, you shall be entitled to a refund based on the unused portion of the Term

**6. Rules and Conditions of Use.** You agree to be bound by the Rules and Conditions of Use described on Exhibit A attached.

**7. Caretaker.** The Caretaker for the Property will greet you and show you around the Property. They can arrange additional services as well such as shopping, catering, babysitting, cleaning, laundry, and massage therapy, all for an additional charge. If you anticipate requesting additional services, it is suggested that you contact the Caretaker in advance. Any such arrangements,

whether with the Caretaker or others on the Island, are directly between you and them, and do not involve the Owner. It is customary to tip the Caretaker and Housekeeper for good service.

**8. Waiver of Claims.** You release Owner and Owner's, employees, agents and servants from, and waive all claims for, damages to person or property sustained by you, or by any other person, resulting directly or indirectly from any casualty, cause or any existing or future condition, defect, matter or thing in or about the Property, or from any equipment thereon, or from any accident in or about the Property, or from any act or neglect of any other person, including Owner, Owner's employees, agents and servants.

**9. Indemnity by You.** You agree to indemnify, defend and hold harmless the Owner and its employees, agents and servants from all claims, causes, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against them by reason of: (i) the use of the Property by you; (ii) any act or omission by you or any invitee, guest, agent, contractor or employee of yours; and (iii) any failure on your part to perform or comply with any rule or restriction regarding the use of the Property.

**10. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, Owner and Renter have signed this Agreement on the dates set forth.

OWNER:

\_\_\_\_\_

Date signed: \_\_\_\_\_

RENTER:

\_\_\_\_\_

Date signed: \_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Phone number

\_\_\_\_\_

Email address

**EXHIBIT A**  
**OASIS RULES AND CONDITIONS OF USE**

The failure to comply with these Rules and Conditions of Use may result in immediate termination of the Rental Agreement and forfeiture of the entire Deposit

1. No more than ten people may occupy the Property.
2. No pets are allowed.
3. No smoking is permitted at any location indoors on the Property.
4. Fires (including the use of candles and torches) are prohibited.
5. You are responsible for supervising all children, including insuring that persons who cannot swim are kept away from or closely supervised at the pool. Sitting on the elevated deck handrails is prohibited.
6. No diving is allowed in the swimming pool.
7. Gatherings of more than 20 people on the Property require special written permission from the Owner. The granting of such permission may depend on the type of gathering, the payment of additional charges or deposits, etc.
8. Internet service is not always available and in no way guaranteed.
9. You are responsible for any damaged or missing personal property.
10. Locked areas such as the Owner's personal storage area and the golf cart garage are not included in this lease and are off limits. Any items determined to be missing from locked areas shall be your responsibility.
11. The Property uses a cistern to collect rainwater for bathing and washing. Please do not waste water. It is recommended that bottled water be used for drinking and cooking (although many people on the Island use collected water for all purposes).
12. Power outages are not uncommon and part of life in the Bahamas. Owner is not responsible for such power outages.
13. One cleaning is included for each week of rental. The Property is to be left in a clean and tidy condition with towels placed in the laundry area and dishes and cooking utensils placed in the sink/dishwasher. If additional cleaning is required (more than is customary) the extra cleaning costs shall be charged to you or taken out of your deposit based on the number of hours of additional cleaning required.

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Renter's initials