

RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*” or “*Rental Agreement*” is made by and between Henry Barbera (“*Homeowner*”) and the guest (“*Guest*”) as of the date last set forth on the signature page of this Agreement, or when clicking accept, or by booking using VRBO or other websites. The parties hereby agree as follows:

For purposes of this Agreement, the term “Homeowner” includes all employees, agents, representatives, servants, assigns, lenders, successors, insurers, subsidiaries, estates or trusts for the benefit of the Henry Barbera or any other owner of any of the “Items” or “Property”.

1. Property. The property is located on Cayman Brac, Cayman Islands at the address listed on the property information page.
2. Rental Party: The Guest will provide the Homeowner with the names of all individuals in the rental party prior to arrival. Additions will be accepted up to the Maximum Occupancy listed in the property information.
3. Term of the Lease. The lease will begin on the date (the Check-in Date) and will end on the date (Check-out Date) agreed to in emails between the Homeowner and the Guest or accepted by the Homeowner from a Guest utilizing the VRBO website.
4. Payments: The Guest agrees to pay to the Homeowner the total Rental Rate and taxes and the \$250 ‘cash’ damage security deposit prior to Check-in in a manner agreed to by both parties.
5. Cancellation Policy: if the booking was made utilizing the VRBO website the Homeowner and Guest agree to the cancellation policy listed in the VRBO website otherwise the Homeowner agrees to retain only up to 50% of the total amount due if canceled at least 30 days before arrival date.
6. Rental Rules: At all times the Guest agrees to abide by and to assure all members of the Rental Party and all other guests at the property abide by the Rental Rules which are listed in the property information or in this Agreement.
7. Access: Guest shall allow Homeowner access to the Property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.
8. The Guest agrees that they have read and accept the WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY TERMS below.

WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY is part of this Rental Agreement.

For purposes of this Agreement, the term "Homeowner" includes all employees, agents, representatives, servants, assigns, lenders, successors, insurers, subsidiaries, estates or trusts for the benefit of the Henry Barbera or any other owner of any of the "Items" or "Property".

This Agreement is applicable to all "User(s)" which include but are not limited to the Guest, the Rental Party and all other guests, renters, operators, passengers, including any minor children under the undersigned's custody, care, and control of the Guest and other users of any kind of Items of the facilities or any of the equipment or personal items located at the Property or otherwise belong to or are under the control of the Homeowner.

"Items" relative to this agreement include but are not limited to: the property, the housing, the grounds, the pool and/or equipment including but not limited to household appliances, electronics, furniture, kayaks, boats, scuba diving and snorkel equipment and gear, water floats, fire pits, barbecue grills, corn hole toss, fishing gear, vehicles of any kind, flotation devices, toys, chairs and loungers, any personal items which are provided by or owned by or are under the control of Homeowner.

For purposes of this Agreement, the term "Loss" includes injury, illness, death, damage or loss of any nature that might result related to the use by the User(s) of any of the Items.

If any other agreement is used in addition to or in conjunction with this Agreement, and if that other agreement contains clauses which are inconsistent with this Agreement then the provisions of this Agreement shall prevail over any other clauses in the other agreement(s) which provide less legal and financial protection to the Homeowner.

The undersigned agrees that he/she is also signing this Agreement on behalf of undersigned's minor children and all minor children in his/her care custody and/or control.

The Guest agrees that all Users are voluntarily participating in all activities related to the rental or use of any Item.

EXPRESS ASSUMPTION OF RISK

The Homeowner is accepting responsibility only for losses for his share of any Gross Negligence.

The Homeowner is not responsible for the loss of personal belongings or valuables of the Users.

By accepting the Rental Agreement the Guest agrees at his/her own risk to accept all responsibility and to assume all Loss or risk of loss of any nature that might result related to the use by any User(s) of any of the Property or Items and that they are voluntarily participating in all activities related to the rental.

WAIVER/RELEASE OF LIABILITY

By accepting the Rental Agreement the Guest agrees that the Homeowner shall not be liable or held responsible in any way for any Loss by any User by the use of any Item or related in any way to activities related to the rental, operation, or use of facilities or equipment provided in any manner by the Homeowner and that they are voluntarily participating in all activities related to the rental.

LIABILITY TO THIRD PARTIES

The Guest hereby agrees that they will indemnify and hold harmless the Homeowner for all Loss to any and all third parties, including, but not limited to Guests, Users, operators and passengers of other

watercraft as a result of any and all activities related to the rental, operation, or use of any Item provided by the Homeowner by any User.

TERM OF AGREEMENT

The Guest agrees that this Rental Agreement is not limited in scope by time.

JURISDICTION OR THIS AGREEMENT

The Guest agrees that the appropriate jurisdiction to interrupt and enforce this Rental Agreement shall be only the Cayman Islands and that only a court in the Cayman Islands shall hear any action involving the parties to this Rental Agreement.

ACKNOWLEDGMENT AND ACCEPTANCE

The Guest acknowledges they have had carefully read, reviewed, and that they may have asked in writing any questions of the Homeowner relative to the Rental Agreement and that they have had an opportunity to have a lawyer review the Rental Agreement and that they fully understand the contents of the Rental Agreement.

The Guest further states that they have accepted this Rental Agreement. The Guest warrants that they are aware that they may rent other properties, operate, or use equipment or Items from another source, but have chosen to rent, operate, or use facilities and/or equipment or Items from the Homeowner with the knowledge that signing this Rental Agreement is a requirement for rental, operation, and use of said facilities, equipment or Items.