

## **Datura Villa**

### **Guest Rental Agreement**

We are delighted you have chosen Datura Villa for your holiday. We hope you enjoy your stay at Datura Villa and enjoy the use of its facilities. We ask all guests staying at Datura Villa to sign this Guest Rental Agreement. For guests under the age of 18 years of age, parents or guardians must sign for them.

**WHEREAS: Datura Villa Realty Management, LLC** (“Datura Villa”) agrees to rent to the person(s) listed below (herein referred collectively and individually to as “Renter”), Datura Villa, located off Long Hill Road in Reading, Saint James Parish, Jamaica, West Indies according to the terms and conditions of this rental agreement (“Agreement”); and

**WHEREAS:** Renter seeks to rent Villa Datura for non-commercial purposes and to abide by the terms and conditions of this Agreement;

**NOW THEREFORE,** Datura Villa and Renter hereby agree as follows:

**TERM:** The term (“Term”) of this rental contract is for one week commencing at 12:00 noon local Montego Bay time on \_\_\_\_\_, 200\_\_, and concluding at 11:59 am local Montego Bay time on \_\_\_\_\_, 200\_\_, unless the reservation confirmation issued at time of rental reservation states otherwise.

**RATE:** The total rent (“Rent”) for the Term is stated in the reservation confirmation. (The Rent does not include reimbursable expenses, gratuities for staff, etc. See below.)

**RENT:** Rent is due and payable in full in U.S. currency prior to occupancy.

**USE:** Renter will use Datura Villa, its facilities and its property only for non-business, vacation purposes and no persons other than those who have signed this document and their authorized guests are permitted to use the villa, swimming pool, or grounds.

**REIMBURSABLE EXPENSES:** Renter understands and agrees that all costs of groceries, beverages, incidentals, ground transportation and the like are additional to the Rent. Receipts for such goods and services will be provided to the Renter. Payment for such goods and services is to be made by the Renter to Datura Villa in a timely manner and shall not be unreasonably withheld.

**GROUND TRANSPORTATION:** All ground transportation to and from Datura Villa is at the Renter’s discretion. Datura Villa is not an owner, manager, or agent for any ground transportation provider, and is not liable to the Renter or to any provider of ground transportation for any ground transportation or for claims of any manner relating thereto.

**SWIMMING POOL AND TENNIS COURT:** Datura Villa will make available, for

the use by the Renter, the Datura Villa swimming pool, hot tub, and tennis court. Renter agrees to assume all risk for the use of the swimming pool, hot tub, and tennis court, and agrees to hold Datura Villa harmless for any and all injury and for and against any and all claims, actions, losses, liabilities, damages or expenses (including attorney's fees and court costs) related to the use of the swimming pool, hot tub, or tennis court by it or its guests. Renter agrees that no child under the age of 16 shall be permitted to use the swimming pool without an adult present and supervising the child or children.

**CARE OF PREMISES:** Renter agrees to use reasonable care in its occupancy of Datura Villa and in the use of its facilities. Renter agrees to be responsible for, and shall pay for, any harm, loss or damage, except for reasonable wear and tear, to Datura Villa, its furnishings and its facilities caused by Renter's action or negligence or the action or negligence of any guest of Renter during the Term of the rental.

**APPLICABLE LAW & INDEMNIFICATION:** RENTER AGREES TO ABIDE BY THE LAWS OF JAMAICA, W.I., AND WILL NOT ENGAGE IN UNLAWFUL ACTIVITIES OF ANY KIND AT DATURA VILLA DURING THE TERM OF THIS AGREEMENT. RENTER AGREES TO ASSUME ALL RISK FOR THE USE OF DATURA VILLA, ITS FACILITIES AND THE PREMISES, AND AGREES TO HOLD DATURA VILLA HARMLESS FOR ANY AND ALL INJURY AND FOR AND AGAINST AND ALL ANY CLAIMS, ACTIONS, LOSSES, LIABILITIES, DAMAGES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) RELATED TO THE USE OF DATURA VILLA, ITS FACILITIES AND THE PREMISES BY IT OR ITS GUESTS. THIS AGREEMENT IS GOVERNED SOLELY BY THE LAWS OF THE COUNTRY OF JAMAICA, WEST INDIES. THE RENTER AND HIS/HER GUESTS HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS IN JAMAICA, WEST INDIES, IN ALL DISPUTES ARISING OUT OF OR RELATING TO THE USE OF DATURA VILLA ITS FACILITIES AND ITS PROPERTY. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF JAMAICA, WEST INDIES. THE USE OF DATURA VILLA IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THIS PARAGRAPH.

**TERMINATION:** Violation of any of the terms of this Agreement by the Renter is grounds for immediate termination of this Agreement and for the termination of the tenancy and other permissions granted to the Renter under this Agreement.

**SEVERABILITY.** Should any one or more of the provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately therefrom and shall not be affected thereby.

The following person(s) have read and understand the above terms and conditions and accept such terms and conditions in their entirety. Failure to accept these terms in their entirety is cause for immediate rental agreement termination.

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURE PAGE**

For those persons under eighteen (18) years of age, a parent or guardian must sign on his/her behalf.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

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