

Villa SMRIKVE CHARME - Standard Rental Agreement

This Rental Agreement (the „Agreement“) is legally binding agreement made and entered into as of the Reservation Dates by and between the undersigned person(s) or company (the „Guest“) and the undersigned owner, pursuant to which the Guest has agreed to rent the Villa described below (the „Property“), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than 4 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in „as is“ condition. The owner shall use its best effort to ensure the operation of all amenities in the Property, such as internet access, satellite TV access, fireplace. The owner shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities, such as pool, fireplace, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest shall refrain from loud noise and shall not disturb neighbors, nor shall Guest use the Property for parties or any immoral, offensive or unlawful purposes, nor violate any law.

DEFAULT

If Guest should fail to comply with the general conditions and obligations of this Agreement. Guest shall surrender the Property, remove all Guest's property and belongings and leave the Villa in good order and free of damage. No refund of any portion of the Total Fee shall be made.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and the owner shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless the owner, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, fees incurred by Guest or successors of Guest due to any claims



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relating to destruction of property or injury to persons or loss of life sustained by Guest in or about the Property and Guest expressly agrees to save and hold the owner harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

The owner or his representatives reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of regular maintenance and for inspecting the Property. If the owner or his representatives believe that there is imminent danger to any person or property, the owner or his representatives may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of the owner, the owner and his representatives will apply due diligence and good faith efforts to locate a replacement property with respect to occupancy capacity. If such replacement property cannot be found and made available, the owner shall return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and the owner shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are agreed by both the Guest and the owner. This Agreement shall be governed by the Croatian laws. The words „owner“ and „Guest“ shall include their heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing. This agreement is valid upon booking confirmation.

