sea glass BARBADOS

We are excited to host you at Sea Glass Villa in Barbados!

We have provided a quick summary of the most important rules and policies you must follow with rentals at Sea Glass Villa within the Lantana complex. Below we have provided the full Rental and Cancelations Policies Agreement for your rental.

Summary of Rental Policies:

GENERAL RULES:

Fines & Penalties

Condo bylaws and rules are enforced by security and staff at Lantana. If any fines or penalties are assessed to tenants of Sea Glass Villa (Lantana 39), the total amount will be deducted from your damage deposit. Fines range between \$100-500 BDS.

Personal Property

Sea Glass Villa nor the Lantana complex is not responsible for the loss of or damage to personal property. Residents and guests are asked to take due care of their personal items as well as lock all doors and windows of the unit when not present.

No Smoking

There is no smoking permitted in the villa. If you wish to smoke on the patio, please used the provided outdoor ashtray and ensure all windows and doors are closed. Any burns to outdoor furniture will be taken out of the damage deposit.

Lights & Air Conditioning

Electricity in Barbados is very expensive. All guests must turn off lights and air conditioning when not in the room. Air conditioning must not be run with any windows or doors open. For usage more than 20% above average, the additional charges will be deducted from your damage deposit. To give some perspective, an average monthly bill should be around \$300. Some guests have incurred upwards of an extra \$300 charge in just one week stay.

Parking

Each unit has access to one parking space. Guests of the unit may park during day time hours when space is available but must vacate the property before 11pm.

Quiet Enjoyment of the Unit

Please respect the other guests in the complex by keeping music, TV and other noise to a minimum outside the unit. Quiet hours are between 11pm and 8am – in addition to music, please be aware that voices from the patios travels.

No Parties or Groups

There are no events, gatherings or parties allowed on the complex.

Outside Guests

Guests of tenants are not permitted to stay overnight in any Unit on the complex. Any guests wishing to stay in a Unit should contact any appropriate Rental Agent and may make an appropriate paid booking. Guests are not permitted to sleep on the sofa regardless of whether the booking is for less than the maximum occupancy.

Towels & Laundry

No towels, sheets or other linens are allowed to be hung over railings. Please use the drying racks provided.

Strollers and Beach Toys

Please ensure all of your belongings are stored on the patio/terrace. No strollers or beach toys can be left on the common property or in stairwell/corridors.

Common Area Furniture

No furniture should be moved from around the pool.

Use of the Pools

All persons using the pool area do so at their own risk. Lantana does not assume the responsibility for accidents or injuries in connection with such use and all residents and guests hold Lantana harmless from any action by using the pool area

No food or beverages are allowed to be consumed while in the pool.

Breakable bottles, glasses and other sharp objects which may cause injury or accident must NOT be brought to the pool-side. Plastic glasses and containers are permitted

No persons under twelve (12) years of age should use the pool without adult supervision as there are no lifeguards on duty

No reservations of chairs or sun loungers. Towels, clothing or any other items must be removed when residents or guests leave the pool area or may be moved by other residents if no other space is available

Air beds and other inflatable equipment (with the exception of balls) should not be used when they are likely to disturb other swimmers and must be removed from the pool after use when used. Swim aids are always permitted for children or safety

No pets of any kind are permitted in the pool or in the pool area

Pool furniture must not be removed from the pool area. Sun umbrellas must be folded down after use

Children of nappy/diaper age that are not toilet trained must wear swim Diapers

Proper bathing attire must be worn whilst in the pool. T-Shirts and hats are permitted for sun protection. All other "street" clothes are expressly prohibited

Nudity in the pool or around the pool area is prohibited

Shower and remove all beach sand before entering the pool, and the Sea Glass Villa.

The pool is for the sole use of Unit Owners, their tenants or paying guests. No other people are permitted to use the pool or pool area.

FULL RENTAL AGREEMENT AND POLICIES

This Vacation Rental Agreement ("Agreement") between Sea Glass Villa/Lantana 39 and "you" (or other variations of such pronoun) is for rental of the vacation rental property (the "Property") specified in a confirmed reservation. By booking your rental Property, you acknowledge that you have read and understood, and agree to be bound by, all terms, conditions, and policies in this Agreement.

The description of the Property set forth on our website or the portal you used to book your stay, including without limitation, the parking limitations and maximum occupancy information (the "Property Description"), are part of this Agreement and are incorporated herein by this reference.

Minimum Age. You must be at least 25 years of age to rent the Property. You hereby confirm that you are at least 25 years of age.

Payment Procedure; Details of Stay. When booking the property through a thirdparty booking engine, the deposits, fees and cancellation policy will be specified on the booking site. Please keep in mind that third-party booking sites may add additional service charges or fees and refund and deposit policies may apply. Please review the policies of any third-party booking sites prior to confirming your booking.

If booking with Sea Glass Villa directly, the following policies will apply: In order to book a Property more than 30 days in advance of your arrival, you must make a deposit in an amount equal to 50% of the total fee including lodging, cleaning fee and taxes. The remaining amount due for your stay (including the remaining nightly rate for your lodging, taxes, fees, and a security deposit, if applicable) will be required 30 days prior to your arrival date, or, if you book less than 30 days in advance, on your booking date. Direct bookings can be paid via wire transfer or credit card. We will provide you with directions to the Property and alert property management to receive your party after receipt of payment in full for your stay.

Responsible Renter. You are the responsible renter of the Property and you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, friends, other responsible adults over 25, or accompanied by a parent or legal guardian. You agree to be solely

responsible for your actions and the actions of all family members, guests, and invitees (collectively, "Occupants") present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with the Terms.

Good Neighbour Policy. Quiet Hours. We enforce a good neighbour policy. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. You and your Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbours, traffic flow, or the community and that will not prompt complaints to us from on site security, police, neighbours, or the condo board. Noise audible outside the Property (including music or loud conversation) is prohibited between 11 p.m. and 8 a.m.

Parking. The Property limits parking spaces to one space per unit. You and your Occupants agree to abide by all applicable parking restrictions and limitations. No boats, buses, campers, recreational vehicles, personal watercraft, wave runners, or trailers, regardless of type or size, may be parked at the Property. Guest parking is possible until 11pm when space allows.

Maximum Occupancy. The number of people (including children) present at the Property may not exceed 6.

No Smoking. No smoking is permitted inside the villa or near the pool. "Smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted or electronic cigar, cigarette, pipe, vaporizer, joint, or other tobacco or marijuana product in any manner or in any form. No marijuana, medical or otherwise, may be used, grown, stored or consumed on the premises. When smoking on Sea Glass Villa private patio, you agree to use the ashtray provided, take great care not to burn the outdoor furniture and ensure all windows and doors to the unit are closed.

Pets. No pets of any kind are permitted at the Property except (1) as specifically authorized by the owner for your reservation, or (2) bona fide service animals we are required by law to allow. If your pet is permitted on the Property, a non-refundable pet fee of \$100 USD (plus tax) will be charged per pet. Please keep

your pet off of the furniture (including the couches, chairs, and beds) and pickup and properly dispose of your pet's excrements.

Events and Commercial Photography; Structures. Events and commercial photography or filming are prohibited at the Property without our express written permission. (If approved, additional conditions and fees may apply.) Prohibited events include, parties, meet-ups, weddings, receptions, concerts and other similar events. No tents, canopies, or other structures may be erected on the Property.

Pool Use. You and your Occupants use the pool at your own risk and HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM USE OF THE POOL. Please shower before entering the pool. No food or beverages are allowed to be consumed while in the pool. Breakable bottles, glasses and other sharp objects which may cause injury or accident must NOT be brought to the pool-side. Plastic glasses and containers are permitted. No persons under twelve (12) years of age should use the pool without adult supervision as there are no lifeguards on duty. No reservations of chairs or sun loungers. Towels, clothing or any other items must be removed when residents or guests leave the pool area or may be moved by other residents if no other space is available. Air beds and other inflatable equipment (with the exception of balls) should not be used. Swim aids are always permitted for children or safety. No pets of any kind are permitted in the pool or in the pool area. Pool furniture must not be removed from the pool area. Sun umbrellas must be folded down after use. Children of nappy/diaper age that are not toilet trained must wear swim Diapers. Proper bathing attire must be worn whilst in the pool. T-Shirts and hats are permitted for sun protection. All other "street" clothes are expressly prohibited. Nudity in the pool or around the pool area is prohibited.

Keys. Two sets of keys will be provided. If you lose the keys, you will be charged a fee in the amount it costs us to replace the locks on the Property.

Early Check-In/Late Check-Out. Check-in time is at or after 3:00 P.M. Check-out time is at or before 11:00 A.M. Early check-in or late check-out may be available; however, additional charges may apply. If you arrive early or do not vacate by check-out time (or late check-out time as agreed by Company), you authorize us to deduct from your deposit or bill your credit card on file for a late departure

fee of up to one night's rental and we may evict all Occupants and remove their personal property from the Property.

Housekeeping and Maintenance Issues; Property Conditions. The Property is provided AS-IS, and we are not responsible – nor will you be provided with any discount – for the inoperability or unavailability of any amenities (including, without limitation, any phone or internet service, air conditioning, TVs, cable, and pool). You agree to contact us as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we reasonably deem an emergency that threatens persons or property.

Your Cleaning Obligations. Please leave the Property in the same general condition as it was in when you arrived. Clean all food and drink spills immediately. Be aware that food and drink spills on furnishings constitute damage to the Property (and not normal wear and tear). Please do not leave dirty dishes; rinse dishes and place them in the dishwasher. Property management will arrive to see you off and thoroughly and inspect the Property for damage.

Criminal Activity Prohibited. Use of the Property for any criminal activity is prohibited and may result in fines or prosecution. This prohibition extends to use of the Property's Internet service, if any, for criminal activity, including unlawful downloads of copyrighted material, including movies, music, software, or other material. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the Internet service provider or any other party we reasonably believe has enforcement rights.

Consequences of Breach. Any failure by you or any other Occupants to comply with any of the terms of this Agreement may result in a forfeiture of your rights to rent the Property, up to and including immediate eviction from the Property without refund. In addition, you are responsible for, and you authorize us to deduct from any deposit you have made with us and, if your deposit is not sufficient to cover the full amount (or you have not made a deposit), to bill your

credit card on file for the full amount of: (1) any damage, theft, or loss that occurs at the Property during your stay; (2) the full amount of any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation; (3) an additional cleaning fee of up to \$300 USD for excessive cleaning required by the acts or omissions of any Occupant during your stay.

Cancellation Policy; No-Shows; Changes.

- <u>More than 90 Days Prior</u>: Rental payments are fully refundable for cancellations received 91 or more days before the first night of your reservation with the exception of bookings between Dec 15th and January 5th which requires 180 days notice.
- <u>30 to 90 Days Prior:</u> 50% of your total rental payments is refundable. In effect, you forfeit your deposit paid, but do not owe any additional charges.
- <u>Within 30 Days</u>: At this point you will have paid 100% of the rental fees to secure your arrival. No full or partial refunds will be granted for no-shows or if you cancel within 30 days of the first night of your reservation, arrive after the first night of your reservation, or depart before the last night of your reservation. Should we be able to book the unit for the same dates prior to your intended arrival, we will refund 50% of your fees. We are under no obligation to advertise and market the property for those dates above and beyond our normal activities.

No refunds or compensation will be given if the Property is unavailable (or if it is available but difficult to reach) for any reason outside of our control, including but not limited to adverse weather conditions, natural disasters, mechanical failures, acts of government agencies including border closures or pandemic protocols, or utility outages. We advise our guests to obtain appropriate travel insurance to cover flights and accommodation charges. In addition, for any unforeseen circumstance Company reserves the right to relocate guests to another similar property, cancel the stay, or issue a credit for a future stay. If you do not book direct, and instead book through a third party, additional fees and refund and deposit policies may apply. Please review the policies of any third party booking sites prior to confirming your booking. **Choice of Law and Venue for Disputes**. This Agreement shall be governed by the law of the Province of Ontario, Canada without regard to its conflict of laws provisions, and both parties consent to the exclusive jurisdiction and venue of the courts of Toronto, Ontario, Canada.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL COMPANY, NOR ITS AFFILIATES, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR DEATH, PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Indemnity. You agree to hold harmless and indemnify Company for all losses, damages, and claims for property damage, personal injury, or monetary loss (including attorneys' fees) resulting from your actions or omissions, and the actions or omissions of your Occupants, during your stay.

Binding Arbitration and Class Action Waiver. You agree to submit to mandatory binding arbitration any dispute, controversy or claim arising with the Company (each a "Claim" and collectively "Claims") that may be compelled to arbitration under this Agreement as a matter of applicable law. YOU WAIVE ANY RIGHTS YOU MAY HAVE TO TRIAL BY JURY IN REGARD TO ANY CLAIMS YOU HAVE. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHTS YOU MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS, COLLECTIVE, AGGREGATE, OR REPRESENTATIVE ACTION PERTAINING TO ANY CLAIMS YOU MAY HAVE WITH RESPECT TO THE COMPANY ("Class Action Waiver"). All Claims must be brought solely in a party's individual capacity. Each party will pay the fees for his/her/its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but, to the extent permitted by applicable law, such remedies shall be limited to those that

would be available to a party in his, her or its individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to a party in his, her or its individual capacity in a court of law will be forfeited by virtue of this Agreement. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, or as necessary to confirm or enforce the arbitrator's award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

Substitution of Property. On rare occasions, due to ownership changes, properties being removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for rental on the dates of your reservation. In this unlikely event, we reserve the right to substitute a comparable property. If comparable accommodations are not available, you will have the option of (1) selecting from other available properties (in which case you are responsible for, or will receive the benefit of, any difference in cost) or (2) receiving a complete refund of your reservation payment. In the event of a substitution of rental properties, all terms in this Agreement, plus any terms set forth in the Property Description specific to the substituted property, shall apply to your stay in the substituted property.

Additional Matters. Please refrain from publishing any untrue disparaging remarks about the Company, including its employees and agents, or the Property. We reserve the right to seek redress for defamation libel or slander) to the fullest extent of the law. We reserve the right to reject your request for occupancy or to cancel reservations (with a full refund) in our sole discretion. This Agreement may only be amended or modified by a writing signed by you and an officer of the Company. You understand that the Company's nonmanagement level employees, including its receptionists and help-desk personnel, do not have authority to accept, modify, or waive any term or condition set forth herein.

By acknowledging and accepting this Agreement you agree to be opted into communications from the Company via phone, e-mail, mail, or other

communications to which you may opt out after receipt of said communications pursuant to all pertinent laws and regulations regarding such communications. By signing or acknowledging the Agreement, you hereby agree to all of the terms and conditions of this Agreement.