#### Terms and Conditions of Rental

These Terms and Conditions clarify Sunrise Property Management's obligations to The Renter, The Renter's obligations to Sunrise Property Management, and in the very unlikely event of any disputes, will be used as the basis for any resolution. Please read them carefully before confirming your reservation.

Check-In: From 4:00PM Check-Out: By 10:00AM

Acceptance of these Terms & Conditions binds a contract between the following two parties: The Rental Applicant and the Property Manager (Sunrise Property

Management).

# 1. Party Members

All persons listed on the Guest Registration Form or added subsequently by The Renter, subject to approval by Sunrise Property Management, will be bound by the terms of this agreement. Occupancy of the property is restricted to those names listed on the Guest Registration Form or added subsequently by The Renter, if accepted by Sunrise Property Management. The Rental Applicant is considered to be the Lead Renter and will assume full responsibility for all members of the Rental Group throughout the rental period. The Rental Applicant must be of at least twenty-five (25) years old at the time of entering in the agreement. Information or instructions relating to this rental will be communicated to the Rental Applicant only and not to any third party member of the Rental Group.

### 2. Payments

A Reservation will be confirmed by Sunrise Property Management once the application has been approved and initial or full payment has been processed. If the reservation is made 30 days or more before the rental commences, an initial rental deposit payment of 25% of the rental fee will be due at the time of booking. If a reservation is made less than 30 days before the rental commences the full rental fee must be paid at the time of booking. In the event of a reservation not being accepted by Sunrise Property Management, all fees paid will be refunded immediately. No reservation may commence without full payment being cleared.

Once a reservation is received and accepted by Sunrise Property Management, The Renter is liable for payment of the balance of the rental fee 30 days before occupation of the property. Non-payment of the final balance after the due date will be treated as a cancellation and the full deposit will be forfeited.

### 3. Cancellation Policy and Changing a Booking

Once a reservation has been accepted and confirmed, a cancellation can only be made in accordance with the terms below:

Cancel 30 days or more prior to arrival – 5% Cancellation Charge on payments to date.

Cancel 30 day or less prior to arrival - No refund of reservation with the exception of

the damage deposit.

If the country of Belize is not accepting visitors, you may change your dates without penalty, or a no cash value credit will be issued that may be used for stays within 365 days of your original reservation date. If you test positive during your test for travel to Belize, we offer a no charge date change for a stay anytime within 4 months of the original reservation date. The date change and credit offer have blackout dates for peak periods (Easter, opening of Lobster Season, Thanksgiving, and the Christmas/New Year's holidays).

Final payments not paid within 3 days of the final payment due date will be treated as a guest cancellation and the full booking deposit will be forfeited.

No refunds will be given for unused accommodations during the stay.

## 4. Damage Deposit

A damage deposit is due, the amount due being noted in 4.1, with your final payment to cover any damages or excessive wear and tear caused to property or its contents. The security deposit shall be returned in full after Sunrise Property Management has inspected the property to determine that no damages or extra cleaning is required. Damage deposit shall not be forfeited for damage determined to be normal wear and tear. If there are no deductions your security deposit will be returned no later than 10 days after your departure. If damages exceed the value of the damage deposit, the additional costs will be charged to your credit card.

#### 4.1 Damage Deposit Amounts

Casita Playa del Parque - \$250.00USD Coral Bay Villas - \$100.00USD Seascape Villas 3, 5, 6 - \$250.00USD Solaria Villas I, II, III - \$250.00USD Solaria Villas Complex - \$1,000.00USD Villa Anil Mar - \$250.00USD

# 5. Service Charge

A cleaning charge or service charge may be applied to some bookings with Sunrise Property Management, the charge, if any, will be clearly indicated on your quote and invoice; no other service charge is applied to your booking by Sunrise Property Management. Some booking engines apply a service charge to your closing price; Sunrise Property Management is not responsible for said charges. Should you wish to leave a tip for the cleaning staff or your caretaker (if applicable) it is at your discretion.

# 6. Add-On Extras - Tours, Transfers and Transportation

Sunrise Property Management cannot guarantee that pre-booked tour, transfer, and transportation fees will not change since we have no control over these, and we merely pay them as a service to our guests.

Refunds will only be issued for tours, transfers, and transportation in accordance with the policies of the contracted company. To the extent possible, Sunrise Property Management will make a best effort to represent the Renter's interests in the event of cancellation or dispute with any third-party vendor. The Renter agrees to hold Sunrise Property Management harmless from any personal injury, sickness or death, loss or damage, quality of service issues, however caused, to The Renter, his/her family, or guests, before during or after the use of third-party services.

## 7. Occupancy of the Property

Unless agreed in writing upon booking, exceeding the advertised maximum number of guests will result in immediate eviction without refund, or a per night charge of 50% of the per night rate for each person exceeding the advertised maximum number of guests. Eviction or additional charges are at the discretion of Sunrise Property Management. Any guest exceeding the maximum number allowed must vacate the premises immediately.

The guests present on the Property are strictly limited to those named on the Travel Manifest provided by Sunrise Property Management and completed by the Rental Applicant. Any subsequent amendment must be approved by Sunrise Property Management. The stated and agreed occupancy figure includes all persons irrespective of age and includes day and overnight guests.

For your safety and that of our owners, unregistered guests are not permitted onto the Property or into your rental unit unless approved in writing by Sunrise Property Management. If you do choose to allow unregistered guests onto the Property or into the rental unit those persons become your full responsibility. If invited unregistered guests are on the Property or in your unit you become fully responsible for any damage or theft up to and including the full replacement value of any damaged or stolen items. If unregistered guests have been present in your unit at any time during your stay any claims for the theft of personal items will not be entertained.

Coral Bay Villas is an adults only facility (18+years old).

### 7.1 Exceptions to Maximum Number of Guests

Exceptions to the Maximum Number of guests for special events (weddings, family reunions, corporate retreats paid by a corporation) will be considered on a case-by-case basis upon booking and are subject to prior approval, in writing, by Sunrise Property Management. Regardless of any exception, and in consideration of neighbouring properties, only those persons on the Guest Manifest may be present on the Property after 9:00PM.

## 8. Condition of the Property

The Property will have been inspected prior to occupation and therefore The Renter undertakes to:

Notify Sunrise Property Management immediately about any damage and/or maintenance issues that require attention.

Keep the Property and all furniture, fixtures, fittings, chattels, and effects in or about the Property in the same state of repair and condition as found at the commencement of the Rental.

# 9. Use of Telephone and Internet Services

The Property includes a cell phone which has been loaded with \$5US of credit for your convenience. Additional credit can be purchased by contacting Sunrise Property Management during business hours. Any additional credit is the responsibility of The Renter.

The password for access to Internet services can be found in the Mobile Guest App. Sunrise Property Management does not take responsibility for refunding The Renter for lack of access to Internet services either through failure of equipment or communications services.

#### 10. Pets

Pets are strictly prohibited at this property. Any evidence of pet occupation will result in a forfeit of the damage deposit in its entirety or a \$100.00USD fee whichever is more.

Sunrise Property Management accepts no responsibility for any allergic reaction or other conditions arising from occupancy of the property. The designation of "No Pets" does not indicate there have not been pets at the property at some time.

### 11. Smoking

Smoking is not permitted inside the unit. Smoking is permitted outside the unit given that all efforts are made to prevent smoke from entering the Property and cigarette and/or cigar butts are disposed of properly and are not brought inside the Property. Smoking of any substance within the unit will result in the forfeit of the damage deposit or a \$250.00USD fee whichever is more.

### 12. Property Access

The Renter shall allow The Owner and/or Sunrise Property Management access to the property for purposes of repair and inspection. Homeowner/Property Manager shall exercise this right of access in a reasonable manner. The Owner may require access to their personal locker during your stay. The Owner will only access the locker at an agreed upon time with a minimum of 24 hours' notice.

### 13. Equipment and Facilities Provided

Equipment and facilities are provided at the discretion of Sunrise Property Management and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situations occur that renders non-essential element unusable, Sunrise Property Management does not take responsibility for replacing or refunding The Renter for the lack of use of these equipment or facilities. The equipment and facilities referred to include (but are not exclusive to) such items as kayaks, televisions, VCRs/DVDs, and stereo systems.

If the premises appear dirty or damaged upon Check-in, The Renter Guest shall inform Sunrise Property Management immediately. The Renter must report any inoperative or defective equipment to Sunrise Property Management promptly.

Sunrise Property Management will make every reasonable effort to have repairs made as soon as possible; however, there are limited services from contractors on Ambergris Caye, particularly on evenings or weekends. While every attempt will be made to ensure that all the advertised equipment and appliances are in working order at the commencement of a rental period, no reduction of rent; rebate; or refund will be issued for a mechanical failure of air conditioning, dishwasher, washer, dryer, TV, or other appliances.

### 14. Refunds

If a breakdown should occur to fundamental elements such as water systems, plumbing and electrical systems, and major appliances such as stove or refrigerator, every effort will be made to repair or replace, or an appropriate refund will be made for the inconvenience caused. This does not apply to system breakdown caused by misuse, such as plumbing blockages caused by inappropriate use of sanitary facilities.

Sunrise Property Management is not liable, nor will provide a refund, for any stoppage of utilities caused by extreme weather or other circumstances beyond their control. Similarly, there will be no refunds for inclement weather, changes in water levels, Sargassum, conditions at neighbouring properties, acts of nature, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.

Sunrise Property Management highly recommends that you purchase Travel Insurance. When purchasing Travel Insurance during Hurricane Season (June  $1^{\rm st}$  to November  $30^{\rm th}$ ) ensure that you have full coverage. Although weather conditions that are severe enough to cancel or cut short vacations are infrequent, they do happen.

### 15. Left Items

Returning items from Belize can be expensive depending on the importance of having the item returned (FedEx charges can exceed \$100.00US for small items); please check every drawer and cupboard carefully before you depart to ensure you have all your belongings. Don't forget to look under the beds.

If you get home and find you have left something behind, call or email to let us know; we will package the item/items up and let you know the cost of sending them so you can decide if you wish to have them returned. We will either deduct

the cost from your damage deposit or ask for a credit card payment prior to dispatching the package.

# 16. Other Conditions of Booking

The Renter shall abide by these Terms and Conditions of Rental and any other instructions contained in the individual Mobile Guest App and any additional information and instructions as shall be supplied at the Property or by Sunrise Property Management.

LIMITATIONS OF LIABILITY: The Renter represents, warrants, acknowledges and agrees with Sunrise Property Management that he/she will use the Property and its facilities in accordance with The Terms and Conditions above and the Information provided and that he/she does so at his/her own risk and that he/she indemnifies and holds Sunrise Property Management harmless from any personal injury, sickness or death, loss or damage, however caused, to person or property of The Renter, his/her family, or guests, before during or after the time of occupancy. Further, he/she accepts full responsibility for the use of the Property and any recreational equipment and agrees to pay for any damage of said equipment, other than for normal wear and tear.

**Governing Law:** This agreement shall be governed in all respects by the laws of Belize. The parties agree to submit to the exclusive jurisdiction of the Courts of Belize.