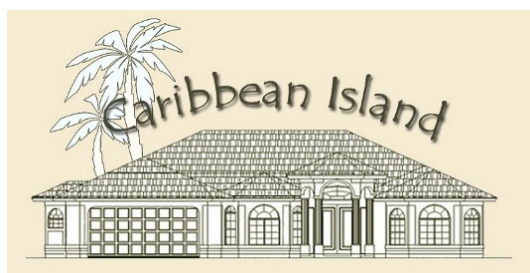


## Heidi Strohschein & Jürgen Kröger

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### Rental Agreement for the Residence "Caribbean Island Grand Deluxe"

820 SE 43rd ST, Cape Coral, FL-33904

**Guest/Renter:**

<b>Name</b>	
<b>Street Address</b>	
<b>City</b>	
<b>State, Country</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>E-mail</b>	

<b>Arrival 4 p.m. / Rental Start Date</b>		<b>Departure 10 a.m. / Rental End Date</b>	
	Weekday, Date		Weekday, Date

Estimated Time of Arrival		hrs
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The following guests will stay in the "Caribbean Island Grand Deluxe" during the rental period:

No.	Name	Date of birth
1	<b>Renter, as mentioned above</b>	
2		
3		
4		
5		
6		
7		
8		

Baby bed and booster requested?	yes	no
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Rental Agreement for the Residence "Caribbean Island Grande Deluxe" - Page 2

Rental	USD	
11 % Taxes	USD	
<b>Total Rental incl. 11% tax</b>	<b>USD</b>	
Security Deposit	USD	700.--
<b>Total Rental, Taxes, Deposit</b>	<b>USD</b>	
./ Down Payment	USD	
Balance Due on	USD	

The renter will pay 30% of the total rental - but minimum the amount of USD 850 - down within 1 week from the conclusion of contract by cashier's check and he will pay both the deposit and the payment of the balance due 6 weeks ahead of arrival by cashiers check also.

Payments must be drawn on US funds and be paid by cashier's checks to the order of "Heidi Strohschein and Juergen Kroeger". Please take care about the correct spelling of the names. The cashier's checks have to be send to the property manager in Florida – NOT TO GERMANY. The address will be supplied by e-mail with the signed contract by the owners.

An electric fee of USD 25 per week is already included in the rental rate. Additional consumption will be deducted from the deposit according to the price list from the provider LCEC, Cape Coral, valid during your stay plus 6 % sales tax. The renter will pay USD 150 cleaning charge directly to the property manager at check-in. For 2 persons the charge is USD 130.

The renter will meet the property manager on the date of arrival or at least 1 day after arrival. If you arrive late you will find a note in the house showing the time for the appointment to be checked in. Check-in is a must.

During the check-in you will receive a form "Guest's Points of View". Your opinion is very important to us! You are kindly requested to fill out that form and hand it over to the property manager during the check-out or to send it to us directly. To ensure that we continue to keep our high quality standards, to deliver an excellent service and to be able to implement your suggestions, we need your feedback.

Non-smoking and no pets: This house is allergy-friendly, pet free and smoking is permitted outside only. The renter will respect these rules.

This contract becomes legally effective when signed by renter and property owners.

We, the undersigned, acknowledge that we are at least 18 years of age, have read this rental agreement and will comply with its terms.

\_\_\_\_\_  
Date                      Guest Signature

\_\_\_\_\_  
Date                      Owners Signatures

## Terms and Conditions

### 1. Contracting Parties

The rental agreement (consisting of agreement and confirmation showing the rental period) is concluded between the guest/renter and the owners Heidi Strohschein and Jürgen Köger. The agreement is valid with one signature of the owners on the agreement. The agreement can be sent by fax, e-mail or mail.

### 2. Rental Agreement / Rental Rates

The rental agreement can be sent by fax, e-mail or mail. Confirmed and signed rental agreements are required for any rental agreement and reservation to be valid. Any rental agreement is independent and not connected with any other contracts like flight tickets or travel insurances. Rental rates shown on a rental agreement are binding. Changes have to be made if a pricing error is obvious and unmistakable and could have reasonably been recognized as a mispricing or calculation error. Further reasons for changing the contracts are adding additional guests or if new taxes, government fees etc. are valid for the time booked. Prices are liable to change at any time, but changes will not affect agreements in respect of which we have already signed as a confirmation.

### 3. Security Deposit

The security deposit is a refundable amount established as a safeguard against property damage. It is also possible that security deposit funds may be applied for supplemental cleaning if the property manager determines that you did not leave the property neat and tidy, and in broom clean condition for the housekeeping staff. Security deposits are refunded within approximately 4 weeks of the departure date.

### 4. Payments

In order to reserve this rental property for the renter the owner must receive the signed agreement. The renter arranges the down payment mentioned in the contract within 1 week of initial reservation. Both the deposit and the payment of the balance due will be transferred 6 weeks ahead of arrival. Payments must be drawn on US funds and be paid by cashier's checks to the order of "Heidi Strohschein and Juergen Kroeger".

Late reservations (confirmed within 30 days of the planned arrival date) will require payment in full. Payments are not accepted on arrival. The owners have the right to cancel the contract if payments are more than 1 week late (if the guest is responsible for late payment). The contract is then considered as cancelled by the renter. He will accordingly be responsible for any consequences. The owners are entitled to cancel the contract if the renter does not make the payments according to the contract.

### 5. Extra Charges

Extra charges not included in the contract are as follows:

- a. Electric fees: The property manager will read the electric meter when you arrive and leave. An electric fee of USD 25 / week is included in the rental rate. In case of higher electric power consumption the renter has to bear the costs according to the current price list of the supplier LCEC, Cape Coral. The property manager and the renter read the meter during check-in and check-out and keep a written notice. Consumption above USD 25 will be deducted from the deposit.  
Please note that we recommend you close doors and windows to avoid extensive costs. High usage of the whirlpool will also cause additional electric power consumption.
- b. Final cleaning fee has to be paid directly to the property manager.
- c. If the cleaning service needs to clean the grill, there is a USD 40.00 extra charge to be paid directly to the property manager. We recommend that you always clean the grill after use for hygienic reasons.

Regarding fiscal considerations please note that the property manager charges the cleaning fees directly. Additional mid-stay cleaning can be arranged by the property manager.

### 6. Check-in / Check-out

4 p.m. is the earliest allowed check-in time. This allows the housekeepers to complete their cleaning duties. The keys will be in the key box at the house for your convenience to enter the house in case of late arrival. Upon arrival you will find a notice about the time of the check-in. The property manager will contact you prior to departure to be checked out. Check-in and check-out are mandatory.

### 7. Pets

Absolutely no pets allowed in the house or on the premises.

### 8. Smoking

Smoking is strictly prohibited. This house is a non-smoking, allergy-friendly house as advertised. You understand that smoking inside or near open windows or a door is prohibited and any violation will result in forfeiture of all deposit and be subject to additional damages.

Smoking is permitted on the patio.

9. **Condition of the House - Repairs and Damage**

The renter agrees to maintain the house in the condition it was in at the time he took possession and to assume responsibility for any loss or damage beyond normal wear and tear. The renter will leave the house so that no extraordinary housekeeping will be required after the departure. Please notify the property manager about any kind of damage or defects occurring upon arrival within 24 hours. The renter agrees to both notify and reimburse for all necessary and reasonable repairs, replacement for damage or destruction of property caused by the renter or his guests, or for extra cleaning required. We recommend you take out property damage liability insurance.

10. **Complaints and Objections**

Complaints and objections to the house have to be faxed immediately to the property manager and to the owners. Any kind of complaints or objections are against the owners and have to be submitted in written form on the day of occurrence. The renter will allow, in case of defects or damage, a reasonable period of time to solve the problem.

11. **Indemnification**

The renter agrees to release owner from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by wilful gross negligence on the part of the owner. Effective date: Notwithstanding anything to the contrary, this agreement is binding and effective when no signature is required, and renter's affirmative assent to the terms is expressed by renter's reservation of the house. The renter agrees to release owner from and against all liability if the following matters occur: war, riots and civil commotions, pests, natural phenomena, vermin plagues, official orders, unexpected construction works, any kind of noises, or occasional electrical power outage and water supply outage. The owner is not a travel agent.

12. **Occupants/Maximum Number of People**

The renter understands that the rate was based on the number of guests represented during the reservations process. All guests aged fourteen and over are counted as chargeable guests. Any party falsely representing the number of people in the home or exceeding the number paid for may be subject to immediate eviction without refund. Over occupancy is considered a serious violation of this rental agreement.

The property manager has to be notified of short-term visitors staying overnight.

13. **Cancellation Policy**

If the house is re-rented for the same days cancelled a prorated refund will be given. Should the renter cancel the contract the down payment will be forfeited. No refund will be given if property is not re-rented for the same days cancelled. We will make every effort to re-rent the reserved property for the same time period. To protect against the loss of your rental payments, travel insurance is strongly recommended. Non-observance of rules mentioned in nos. 7.,8. and 12. of this rental terms may result in immediate eviction without refund. The renter agrees to release the owner from and against all liability should the owner due to unforeseen reasons and beyond the control of the owner be forced to cancel the contract. Should the house not be available due to the aforementioned reasons the owner is allowed to accommodate the renter in another comparable house with similar or better standard, equipment and location without the necessity to change the contract.

14. **Severe Weather Policy**

Cancellations or early departures due to inclement weather do not warrant any refund. This includes hurricanes. Please purchase travel insurance from your insurance company.

15. **Book "Caribbean Island Information", Brochures and Informative Literature**

The comprehensive book "Caribbean Island Information" and further informative literature is in the house and belongs to the inventory of the house. It is meant for your and also for future guests for information and support during you stays. If renters send an email inquiry to us we are going to answer with an attachment of the content of the book. It is neither permitted to take it nor to copy it without written permission by the owners. The information is as of press date. Errors excepted.

16. **Passports, Visa, Foreign Currency Regulations and Health Regulations**

The renter is responsible to fulfil all requirements. He is also responsible and liable for all disadvantages resulting from any kind of non-observances.

17. **Legal Venue**

The legal venue for all disputes arising from this contract is Cape Coral/Ft. Myers, USA.

18. **Severability Clause**

If any section, subsection, paragraph, sentence, clause, or phrase of this agreement shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this contract which shall continue in full force and effect. The renter accepts the rental agreement. To this end the provisions of this contract are hereby declared to be severable.