

QUART-A-NANCY POINT, BVI, INDEMNITY & WAIVER

THIS INDEMNITY & WAIVER AGREEMENT, made this ____ day of _____, 20__ by and between **QUART-A-NANCY POINT, LTD**, a company incorporated under the laws of Anguilla and having its registered office at Harlaw Chambers, The Valley, Anguilla (hereafter referred to as the “Owner” which expression shall where the context so admits include its successors in title and assigns) **OF THE ONE PART**, and

_____ (collectively referred to herein as the “Renter” which expression shall where the context so admits include their personal representatives and assigns) **OF THE OTHER PART**, who’s contact information and address are:

Name _____

Address _____

City _____

State (or Country if non-USA) _____

ZIP Code or Postal Code _____ Phone _____

FAX _____

Email _____

WHEREAS

- A. The Owner is the registered proprietor of certain land situated on Cooper Island, British Virgin Islands, more particularly registered as Parcel 1 of Block 4033B, Southern Cays Registration Section on which the Owner operates a vacation rental business (the “Property”).
- B. The Renter is the renter of the Property under a rental agreement entered into between the Owner and the Renter (the “Rental Agreement”) in respect of the rental period of ____ nights commencing _____ and ending _____ (the “Rental Period”).
- C. In consideration of the Renter entering into the Rental Agreement and into this Agreement the Owner agrees to let the Renter into possession of the Property during the Rental Period subject to the terms hereinafter appearing.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Renter shall be liable for and covenants with the Owner that the Renter will at all times indemnify and keep indemnified the Owner from and against all actions, proceedings, damages, claims, losses, injuries, demands, costs and expenses whatsoever (including all legal and other costs, charges and expenses that the Owner may incur in connection with the use of the Property by any person(s) or in enforcing, or attempting to enforce the Owner’s rights under this indemnity) arising under any statute or at common law in respect of any property whatsoever, whether real or personal or otherwise, personal injury to or the death of any person whomsoever, arising in relation to or out of the use of the Property by any person(s) during the Rental Period.
2. The Renter hereby waives and undertakes with the Owner to waive any right of action, right to damages or other remedy in respect of any losses, injuries, demands, costs and expenses whatsoever (including all legal and other costs, charges and expenses that the Renter may incur in connection with the use of the Property by any person(s)) arising under any statute or at common law in respect of any property whatsoever, whether real or personal or otherwise, personal injury to or the death of any person whomsoever, arising in relation to or out of the use of the Property by any person(s) during the Rental Period.
3. The Renter shall pay and reimburse such sums as mentioned in paragraph 1 above to the Owner on demand, together with interest on them (as well after as before judgment), from the date when they were first paid or incurred by the Owner until payment by the Renter in full at such rate as is recoverable by law.

4. The obligations of a party hereto which is more than one person shall for all intents and purposes connected herewith, be joint and several.
5. Any notice, demand or communication given to the Renter under this Agreement shall be in writing and shall be deemed to be duly served if left at or sent by post to or, if sent by fax or email, received at the Renter's address specified above.

Any such notice, demand or communication referred to in paragraph 5 shall be deemed to be given:

- a. If sent by post, five (5) business days after posting;
 - b. If sent by fax or email, at the moment of dispatch; or
 - c. If left at the address stated, at the time of delivery.
6. No delay or omission on the Owner's part in exercising any right, power, privilege or remedy in respect of this Agreement shall impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.
 7. This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands and all disputes arising from or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the courts of the British Virgin Islands. In this regard, the Renter hereby irrevocably submits to the jurisdiction of the British Virgin Islands courts but nothing in this Clause 7 shall be taken to have limited the right of the Owner to bring proceedings in relation to this Agreement against the Renter in any other jurisdiction or jurisdictions whether concurrently or not.

IN WITNESS WHEREOF, by checking the boxes below and entering their identifying information, and/or digitally signing, the parties hereto have set their hands on the dates entered below.

_____ Renter

Renter Signature (and/or checked acknowledgment)

Date

I acknowledge and accept the terms above.

SIGNED for and on behalf of
QUART-A-NANCY POINT, LTD,

By: Fred A. Kruse
Managing Partner

Signature

Date