

QUART-A-NANCY POINT, BVI, RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made this _____ day of _____, 200__ 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 Owner agrees to rent and Lease to the Renter, and the Renter agrees to Lease from the Owner the Property.

NOW, THEREFORE, the parties do agree one with the other as follows:

1. That the term of this Lease shall be a period of ____ nights commencing _____ and ending _____.
2. That the consideration of this Lease shall be a Rental Fee of \$_____, including BVI tax of 7%, plus a \$500 security deposit (refundable if no damages, long distance phone charges, or other extra-ordinary expenses). Upon execution of this Lease, the Renter shall pay a deposit of not less than 50% of the sum of the Rental Fee plus BVI tax. The amount paid with this lease is \$_____. The remaining rent, BVI tax, and security deposit are due not less than 60 days prior to commencement of the period of occupancy.
3. That should cancellation of this Lease by the Renter occur at least 60 days prior to the commencement of the period of occupancy, all deposits shall be returned. If this Lease is cancelled by the Renter fewer than 60 days prior to commencement of the period of occupancy, then the deposit less 20% of the total rental amount shall be returned, provided that the premises are re-rented for the reserved time.
4. That the leased premises are for private residential use only, and Renter agrees to comply with all applicable BVI laws and regulations. Failure to do so will be grounds for terminating this lease.
5. That this Lease permits the occupancy of the premises by not more than four (4) persons unless Renter informs the Owner otherwise and an additional \$25 per day (\$175 per week), including BVI tax, is paid for each additional adult guest. Children 0-2 years-old are free, 3 - 12-years-old are ½ price (\$12.50 per day, \$87.50per week, including BVI tax for each additional child).
6. That the premises are Leased by the Owner to the Renter furnished.
7. That check in time is 1PM, check-out time is 10AM.
8. That the Renter agrees that the following are not allowed on the premises:
 - a. Renters will not use body oils while on the bedding and furniture

- b. Renter agrees that they will not smoke or allow any member of their party to smoke anywhere within the house.
- 9. That the Renter agrees to give the Owner through their representative, the Cooper Island Beach Club (CIBC) immediate notice of any defects or breakage in the structure, equipment, or fixtures on the Leased premises. The Owner shall be responsible for the cost of structural repairs to the premises unless damage is caused by negligence or misuse by the Renter.
- 10. That in the event the premises are rendered uninhabitable by reason of fire, earthquake, hurricane, Act of God or other cause prior to the commencement of the period of occupancy or at any time during such period, this lease automatically shall be cancelled, and no rental shall be due thereafter.
- 11. That upon expiration of the term of this Lease, Renter shall peacefully quit and surrender to Owner the demised premises "broom clean", in good order and condition as reasonable use and wear, or damage by the elements or Acts of God will permit.
- 12. That the Renter shall accept full responsibility for any accidents that may occur or for any personal damage that might occur during period of occupancy, and agrees to hold harmless the Owner in such event (See attached Indemnity & Waiver Agreement for additional details).
- 13. That 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 13 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, the parties hereto have set their hands and seals (where applicable) on the day and year first above written.

_____ Renter

_____ Owner

Rent Calculation (See our Rate Sheet at <http://www.cooperisland-bvi.com> for Seasonal Base Rent amounts)

Base Rent (___ 1-2 Adults, or ___ 3-4 Adults): _____ (includes 7% BVI Lodging Tax)

Additional Adults: ___ x \$25/day x ___ days: Total _____

Additional Children (3-12 yrs old): ___ x \$12.50/day x ___ days: Total _____

Subtotal (Base Rent + Additional): _____

Security Deposit: \$500

Total: _____

Payment

_____ Amount (at least 1/2 of Subtotal Above)

___ Check (enclose check)

___ Credit Card (circle one): VISA MasterCard Discover American Express

Card Number: _____ Expiration Date: ___ ___ (mm/yy)

Signature: _____

Please indicate payment method above. Credit Card Payment is also available on-line at http://www.cooperisland-bvi.com/QAN_Reservations.htm. If paying by check, make it payable to: "Peak One Holdings, LLC" (our USA holding company) and send to Attn: Fred or Candia Kruse, P.O. Box 5775, Frisco, CO 80443 USA. Please also FAX the signed agreement (USA Toll-Free FAX: 1-877-357-8210, Others: 970-668-3614 and mail the original with your check (if applicable). If sending via courier (eg: Federal Express), please call for delivery address and be sure to check "no signature required".