

RENTAL AGREEMENT

FOR VACATION RENTALS BY RENTSTAR ARUBA N.V.

Renter agrees to rent the property from Rentstar Aruba N.V. (hereinafter referred to as Rentstar Aruba) on the terms and conditions stated herein.

RESERVATION, BOOKING, PAYMENTS

RESERVATION POLICY:

If you make a reservation online, we will contact you to confirm your rental within 24 hours. To make a reservation, 25% of the total booking is required. Any reservations made through the website are pending until they are accepted by Rentstar Aruba. If your reservation is not accepted we will let you know right away. The reservation is not final until your reservation deposit has been received and you have digitally signed the Rental Agreement. Once approved, the reservation is subject to all terms, conditions and policies. Renter must be 18 years or older to book a property.

PAYMENT POLICY:

The remaining balance is due 30 days prior to arrival. If your arrival date is less than 30 days from the date of making your reservation, full payment will be due at the time of your reservation. Your remaining balance shall be charged to your credit card 30 days prior to your arrival date without further notice. If your credit card is declined and you do not make other arrangements to make final payment within 3 business days of notice, Rentstar Aruba may in its sole discretion deem the reservation incomplete and void and your 25% deposit will be forfeited; no refund will be made. Access Codes will not be issued until Final Payment is received. Acceptable payment methods include swift wire transfer, Visa, MasterCard, EuroCard or Discover. For reservations made through the website payment has to be made via credit card. Your credit card must be valid for your booking dates. The credit card transaction will show on your credit card statement under our legal name Rentstar Aruba N.V. If you pay via wire transfer, a valid credit card is also required to be on file for incidentals. Reservations may be made up to 18 months in advance.

CANCELLATION POLICY:

For cancellations notices received more than 30 days prior to scheduled arrival date, your 25% deposit payment will be forfeited; no refund will be made. For cancellation notices received 30 or less days prior to scheduled arrival date, and in case of no-show, all monies paid are forfeited. No refunds will be made. For peace of mind we recommend that you purchase travel insurance. All cancellations must be submitted in WRITING.

DATE CHANGES:

If you request to change your dates more than 90 days prior to arrival, there will be a non-refundable \$250 date change fee. The change fee will be due when the change is requested and will be charged automatically to the credit card provided, unless Rentstar Aruba has been otherwise notified. New dates will have to be submitted when requesting the date change. Changes that result in a shortened stay, or early departure does not warrant any refund of rent or deposit. If you request to change your dates 90 or less days prior to arrival, the original reservation must be cancelled (adhering to the above cancellation policy) and a new reservation must be made. For peace of mind we recommend that you purchase travel insurance. All requests for changes must be submitted in WRITING.

PROPERTY CHANGES:

If you request to change properties more than 90 days prior to arrival, there will be a non-refundable \$250 property change fee. The change fee will be due when the change is requested and will be charged automatically to the credit card provided, unless Rentstar Aruba has been otherwise notified. If you request to change properties 90 or less days prior to arrival, the original reservation must be cancelled (adhering to the above cancellation policy) and a new reservation must be made. For peace of mind we recommend that you purchase travel insurance. All requests for changes must be submitted in WRITING.

REGISTRATION DETAILS FORM: A Registration Details form will be included with this Rental Agreement.

MINIMUM STAY: A minimum stay of 3 nights applies to all reservations. Requests for less than 3 nights may be accepted at Rentstar Aruba's discretion.

RENT: Renter agrees to the rental rate the reservation request is submitted at.

BOOKING FEE: A \$20 non-refundable booking fee will apply to all accepted reservations.

END CLEANING FEE: A one-time end cleaning fee is required for our turnover services for deep cleaning and restocking of your unit after upon your check-out.

TRANSIENT OCCUPANCY TAXES: The Transient Occupancy taxes are a Government Tax of 9.5% and an Environmental Tax of \$3 per night per reservation. These taxes apply to all rents and fees, for rentals to non-residents, regardless of number of nights. Note: Tax rates are subject to change without notice at the will of the local Tax Ordinance.

PHYSICAL POSSESSION: In the event the Property becomes unsuitable for vacation rental occupancy, Rentstar Aruba may relocate Renter and his/her guests to a comparable rental property. Renter acknowledges that the property is not owned by Rentstar Aruba, but by individual owners whom Rentstar Aruba represents ("Owners"). If Rentstar Aruba is unable to deliver possession of the premises at the commencement hereof, Rentstar Aruba shall not be liable for any damage caused thereby, and this agreement shall be void or voidable and monies collected will be refunded to Renter.

SECURITY DEPOSIT: Rentstar Aruba does not collect a refundable security deposit. However, Renter will be responsible for a security deposit of \$500.00 to cover any damages to the Property, breaches of this Agreement, and/or missing items from the Property that may occur during your stay. The credit card

used to reserve said property will be held by Rentstar Aruba and will be used for purposes of charging the security deposit pursuant to this Rental Agreement. The security deposit will not be charged to your credit card unless there is damage to the Property, a breach of the rental agreement, and/or if items are missing from the Property. Renter hereby authorizes Rentstar Aruba to charge the credit card used to reserve the Property in the amount of the above specified security deposit pursuant to the terms of this Rental Agreement. If after your stay at the Property, Rentstar Aruba confirms there has been no damage to the Property, no breach of this Rental Agreement, no missing items, and the Property is left in the same general condition in which it was received, Your credit card will not be charged for the security deposit

OCCUPANCY TERMS AND CONDITIONS

Renter of the Property, and his/her permitted and/or unpermitted guests, hereby agree to, and will abide by, the following terms and conditions, with the understanding that any breach of this Rental Agreement, gives Rentstar Aruba the right and option to terminate this Rental Agreement, re-enter the Property and remove or have removed Renter and his/her guest(s) from the Property. If Rentstar Aruba terminates this Rental Agreement as a result of Renter or their guest(s) failure to abide by the terms and conditions of this Rental Agreement, Renter understands and agrees that he/she/they will forfeit all payments made to Rentstar Aruba pursuant to this Rental Agreement, and shall be required to pay the Total Rental Fee, whether they have occupied the Property for the full Rental Period or not, and shall further forfeit all rights and remedies that Renter may possess pursuant to this Rental Agreement.

MAXIMUM OCCUPANCY: Occupancy may not exceed what is posted for each Property. Maximum occupancy includes infants and children.

GUESTS: Occupancy during the rental period is understood to be the amount of persons (adults, infants and children) the reservation is accepted at. Occupancy is limited to the maximum amount of persons as identified above.

ENTRY CODE: Entry code will not be granted until Rentstar Aruba has received payment in full for the reservation. Entry code will not work until check-in time, unless you have reserved and paid for an early check-in.

CHECK-IN FORM: Upon check-in you will be asked to complete and sign the Check-in form and you will receive any keys, alarm remotes, alarm codes and garage door openers.

CHECK-IN TIME:

VILLAS: The check-in time for Property is 4:30pm. Entry code will not work until check-in time, unless you have reserved and paid for an early check-in. If you would like to RESERVE an early check-in at 3:00pm on your arrival day, you must contact us to verify we can accommodate an early arrival. If we can comply with your request, the necessary fee will be charged and you will receive a confirmation of the new arrival time. The fee for RESERVING an early check-in at 3:00pm on your arrival day is \$200.00. If you would like to REQUEST an early check-in free of charge you may contact us after 3:00pm on the day

prior to your arrival. If we can comply with your request, we will be more than happy to offer you an earlier check-in free of charge.

APARTMENTS & COTTAGES: The check-in time for Property is 3:00pm. If you would like to RESERVE an early check-in at 2:00pm on your arrival day, you must contact us to verify we can accommodate an early arrival. If we can comply with your request, the necessary fee will be charged and you will receive a confirmation of the new arrival time. The fee for RESERVING an early check-in at 2:00pm on your arrival day is \$100.00 If you would like to REQUEST an early check-in free of charge you may contact us after 3:00pm on the day prior to your arrival. If we can comply with your request, we will be more than happy to offer you an earlier check-in free of charge.

CHECK-OUT TIME:

VILLAS: The check-out time for Property is 10:30am. If you would like to RESERVE a late check-out at 12pm on your departure day, you must contact us in advance to verify we can accommodate a late departure. If we can comply with your request, the necessary fee will be charged and you will receive a confirmation of the new departure time. The fee for RESERVING a late check-out at 12pm on your departure day is \$200.00 The fee for RESERVING a late check-out at 5pm on your departure day is \$300.00 If you would like to REQUEST a late check-out free of charge you may contact us after 3:00pm on the day prior to your departure. If we can comply with your request, we will be more than happy to offer you a later check-out free of charge. There is a \$300 per hour UNSCHEDULED late departure fee, unless you have reserved and paid for a late check-out as mentioned above.

APARTMENTS & COTTAGES: The check-out time for Property is 11:00am. Entry code will not work until check-in time, unless you have reserved and paid for an early check-in. If you would like to RESERVE a late check-out at 12pm on your departure day, you must contact us in advance to verify we can accommodate a late departure. If we can comply with your request, the necessary fee will be charged and you will receive a confirmation of the new departure time. The fee for RESERVING a late check-out at 12pm on your departure day is \$100.00 The fee for RESERVING a late check-out at 5pm on your departure day is \$150.00 If you would like to REQUEST a late check-out free of charge you may contact us after 3:00pm on the day prior to your departure. If we can comply with your request, we will be more than happy to offer you a later check-out free of charge. There is a \$150 per hour UNSCHEDULED late departure fee, unless you have reserved and paid for a late check-out as mentioned above.

NOISE: Renter shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Property by him/her/them, his/her/their family, or his/her/their agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or other persons in the surrounding area. No noise is permitted after 11pm. Violation of these noise restrictions can and will result in forfeiture of Renter's Security Deposit.

ILLEGAL DRUGS AND OTHER SUBSTANCES: There shall be no use of any illegal drugs or any other illegal substance at the Property or areas directly surrounding the Property by Renter, occupants or visitors. Alcohol consumption is permitted for those at least twenty-one (21) years of age. Rentstar Aruba strongly recommends that no alcohol consumption take place in or around any swimming facilities that

the Property may have. Alcohol consumption at the property may greatly increase the risk of harm to You or Your Guests.

SMOKING: Smoking is not permitted inside any of the Properties. No exceptions are made. At most of the Properties smoking also not allowed outside and around the Property. Depending on the Property there may or may not be a designated outdoor smoking area where smoking is allowed. If smoke is detected in the unit there will be a \$500 fee to de-smoke the interior of the apartment, \$1000 fee to de-smoke the interior of the home.

TRASH: Trash and refuse shall not be left or stored within public view except from sunset of the day prior to trash pick-up until up to midnight on the day designated for trash pick-up. All trash will be in approved receptacles pursuant to Municipal Code and provided at Property.

UTILITIES: Rentstar Aruba agrees to pay the following expenses a) all electricity (except where otherwise noted); b) all water (except where otherwise noted); c) gas; d) basic cable TV; e) unlimited wi-fi on the premises ; f) basic telephone only (no long distance & overseas provided). For Bali Retreat, Villa Aloe, Beachcomber Villa, Villa Bubali Escape, Villa Alexandra, Villa Nirvana, Villa Tamarinde; electricity and water readings will be taken at check in and check out. For Villa Aloe, Villa Nirvana, Villa Bubali Escape and Beachcomber 25 kwh of electricity and 1.5m³ of water per day are included in the rental price. For Bali Retreat, Villa Alexandra, Villa Tamarinde 20kwh of electricity and 1m³ of water per day are included in the rental price. This is enough to cover the usual operation of these homes (pool pumps to keep the pools clean, garden lights at night, drip system to water plants, topping up the pools etc) and a modest use by the guests. Extra consumption is charged at the same rate the utility company charges.

SAFETY & SECURITY: Rentstar Aruba is not responsible for any lost or stolen items. Guests must lock all doors and windows when away from property, use the provided safe and engage the alarm system.

EVENTS: Parties/Special Events/Weddings etc. are only allowed in or around the property with prior written approval by Rentstar Aruba. Your violation will result in immediate termination of your occupancy and forfeiture of your security deposit. Other fees may also be incurred. What constitutes an event: over maximum occupancy, party rentals (chairs/tables/etc), catering, live music and/or DJ

PARKING: The number of vehicles per property is limited. Apartments & Cottages: You are allowed 1 vehicle per apartment/cottage. 2BR & 3BR Villas: You are allowed a total of 2 vehicles. 4BR, 5BR & 6BR Villas: You are allowed a total of 3 vehicles. Rentstar Aruba is not responsible for any damages to vehicles or contents therein.

PETS: Renter shall not keep or permit to be kept at or in Property any pet or animal of any kind without prior written approval by Rentstar Aruba. A Pet Agreement will have to be completed and signed. A pet cleaning fee of \$150 (Apartments & Cottages) or \$250.00 (Villas) is required to comply with standards which require deep cleaning, carpet cleaning and special pest control of the unit upon checkout. The pet fee does not cover any damage caused by the pet, nor does the unintentional damage waiver fee. Renter will be responsible for all associated costs from pet damage. If Rentstar Aruba discovers any evidence of a pet without written permission or pre-paid pet fee, there will be a fee of \$500 and the unit

will be sprayed for fleas and the carpets cleaned at Renter's expense. Please Note: If you pay for the pet fee and decide not to bring your pet prior to your stay, you must let us know before you check in. If you notify us after your stay, we will not be able to refund you, as we will have already paid to clean as if a pet had been there.

RIGHT OF ACCESS: Rentstar Aruba shall have the right, but not the obligation, to enter into the Property and the grounds surrounding the Property at all reasonable hours for the purpose of inspection, but agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the Renter.

MAINTENANCE: Renter shall keep and maintain premises in a clean and sanitary condition at all times. Rentstar Aruba will pay for all normal and usual maintenance as needed. If appliances, electronics, etc malfunction, Rentstar Aruba will attempt to fix and/or replace item as soon as possible once notified by Renter. Ongoing property maintenance, including but not limited to pool service and garden service, may take place during your stay, but will never interrupt your vacation.

DAMAGES TO RENTAL PROPERTY AND CONTENTS: Renter and all registered occupants of the property shall be liable for all damages to the Property, the grounds surrounding the Property, caused during their Rental Period. Cost of repairs and/or replacement shall be deducted from the Security Deposit.

ASSIGNMENT AND SUBLETTING: Renter shall not sublet the rented unit, or any part thereof, or assign the agreement without Rentstar Aruba's written consent.

COMPLAINTS: Any complaints received concerning the behavior of the Tenant(s), Tenant(s)'s family, other occupants, guests or visitors while occupying the Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement, and the forfeiture of Tenant(s)'s Security Deposit.

ORDINANCES AND STATUES: Renter shall not violate any ordinance or state law in or about the premises. The premises are rented to Renter for residential purposes only, and may not be used by Renter for any other purpose. Renter shall not violate any Government law in the use of the premises, commit waste or nuisance, annoy, molest, disturb, endanger or interfere with any other Resident, neighbor or occupants or neighboring properties. Violation will result in immediate termination of this Rental Agreement, and the forfeiture of Tenant(s)'s Security Deposit.

CHILDREN AND PROPERTY RISKS: Adults assume full responsibility for all children on unit premises. Risks include but are not limited to swimming pools, spas, playground areas, slides, staircases, proximity of home to the beach (no lifeguards on duty), kitchen appliances, electrical outlets, curtain cords, sliding doors, open windows, cleaning substances, etc. Rentstar Aruba and the individual owners whom Rentstar Aruba represents ("Owners") are not responsible for these risks.

BEACH/POOL/SPA/JACUZZI LIABILITY RELEASE: THE RENTER ACKNOWLEDGES THAT BEACHES & SWIMMING POOLS AND AREAS SURROUNDING THE SAME ARE INHERENTLY DANGEROUS AND CAN RESULT IN SERIOUS INJURY, DROWNING, OR DEATH. Therefore, the Renter will assume this risk and exercise great caution when using the pool, outdoor spa, pool area and beach. The Renter hereby agrees

to supervise children, non-swimmers and/or guests with physical or mental limitations and all others using the pool, spa and/or pool area and beach and to take full responsibility for their supervision. The Renter agrees to use the pool, spa, beach access and beach area entirely at the Renter's own initiative, risk and responsibility. The Renter does hereby remise, release and forever discharge the Property Owner, Rentstar Aruba, successors, employees or representatives, officially or otherwise, from any and all claims, demands, actions or causes of action, on account of the death or injury to the undersigned or any family members of the Renter or other tenants, permittees, beach users, pool users, guests or invitees arising from or in any way related or incidental to the use of the swimming pool, spa or beach or surrounding grounds. The Renter further agrees to indemnify and hold harmless the Owner, property manager and rental agency, their respective agents, employees and representatives from any expenses, attorney's fees or damages of any kind or nature which may arise out of the use of the swimming pool, spa or beach or its surrounding area by any person during the period of the Renter's stay.

RECREATIONAL & SPORTS EQUIPMENT & FACILITIES LIABILITY RELEASE:

With regards to recreational and sports equipment (which includes, but is not limited to, bicycles, body boards, surf boards, kayaks, snorkeling equipment, gym equipment, barbeques, fireplaces, firepits) staircases and all other facilities at the Property, the Renter acknowledges, appreciates, and agrees that the risk of injury from the activities involved in using recreational equipment such as listed above is significant, and while a particular user's caution, experience, and personal discipline may reduce this risk, the risk of serious injury, or death, does exist. Renter knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the property owner or Rentstar Aruba, their agents, or others, and renter assumes full responsibility for his/her personal or authorized use of all such equipment or item. Renter agrees to use the recreational & sports equipment & facilities entirely at the Renter's own initiative, risk and responsibility. Renter, as well as and on behalf of Renter's heirs, assigns, personal representatives and next of kin, release and hold harmless the Owners of Property and Rentstar Aruba, their officers, officials, agents, and/or employees, with respect to any and all injury, disability, death or loss or damage of any kind whatsoever, to person or property, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

LIMITATION OF LIABILITY: RENTER AND THEIR GUEST(S) WILL BE OCCUPYING THE PROPERTY AT THEIR OWN RISK AND WILL NOT HOLD RENTSTAR ARUBA OR THE OWNER(S) OF THE PROPERTY LIABLE FOR ANY PERSONAL LOSS, PROPERTY LOSS, DAMAGES, ACCIDENTS INJURIES, ILLNESS OR DEATH ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE USE AND OCCUPANCY OF PROPERTY, FACILITIES, EQUIPMENT INCLUDING BUT NOT LIMITED TO, EXPOSURE TO ALLERGENS, MOLDS, OR CHEMICALS IN OR AROUND THE PROPERTY, INJURY CAUSED BY WILD OR DOMESTIC ANIMALS, AND/OR INCLUDING BUT NOT LIMITED TO, USE OF THE BEACH, POOL, SPA, JACUZZI, SPORTS & RECREATIONAL EQUIPMENT, RECREATIONAL & OTHER FACILITIES OFFERED AT THE PROPERTY, THEFT, VANDALISM, FIRE, WIND, RAIN, STORM, FLOOD, OTHER ELEMENTS OR ACTS OF GOD AND NATURE.

RENTER'S SOLE REMEDY FOR RENTSTAR ARUBA'S BREACH OF THIS RENTAL AGREEMENT OR FAILURE TO MAKE THE PROPERTY AVAILABLE FOR THE RENTAL PERIOD, IS A REFUND OF THE FEES PAID, WHICH

RENTER AGREES AND ACKNOWLEDGES IS A FAIR AND REASONABLY ACCURATE ESTIMATE OF ANY DAMAGES THAT WOULD ARISE FROM RENTSTAR ARUBA'S BREACH OF THIS RENTAL AGREEMENT

INDEMNIFICATION: Renter, for him/herself and his/her/their guests and visitors, hereby agree to indemnify, defend and hold harmless Owners, Rentstar Aruba, and their employees, officers, directors, owners, agents, and assigns from any and all costs, expenses, attorney fees, suits, losses, settlements, judgments, fines, liabilities, damages or claims for damages arising out of or in connection with any damage to the Property or any injury caused to or death of any person (including Guests and Visitors) occurring during Renter's use of the Property or the grounds surrounding the Property, caused by Renter's or Guest(s)'s use of the Property, including any acts or omissions on the part of Renter's agents, assigns, guests, or visitors.

NOTIFICATION OF INJURY TO PERSON OR DAMAGE TO PROPERTY: Renter shall immediately notify Rentstar Aruba of any damage to the Property or any injury taking place to any person on the Property or on the grounds surrounding the Property, regardless of the cause of such damage or injury, which occurs during the Rental Period.

TERMINATION OF RENTAL AGREEMENT: Renter's failure to adhere to the terms and conditions as set forth in this Rental Agreement will result in Rentstar Aruba having the option to terminate this Rental Agreement, resulting in the forfeiture of Your Security Deposit, reservation fees, and any other fees paid or owing to Rentstar Aruba pursuant to this Rental Agreement. Renter hereby agrees that forfeiture of said fees is a fair and reasonable estimate of the damages that Rentstar Aruba would incur for Renter's breach of this Rental Agreement

RENTER'S RESPONSIBILITY AT CHECK-OUT TIME: At Check-Out Time, Renter shall return possession of the Property to Rentstar Aruba in the same condition of order and repair as it was when the Renter took possession at Check-In Time. Renter shall ensure that all of the following items are taken care of or completed:

Air conditioners and lights must be switched off.

All keys, garage door openers (if applicable) and alarm remotes (if applicable) shall be returned to Rentstar Aruba at Check-Out Time. A \$75.00 fee will be charged for each key, garage door opener, alarm remote not returned.

For villas only: The Garmin GPS, pouch and cell phone shall be returned to Rentstar Aruba at Check-Out Time. A \$200.00 fee will be charged for any Garmin GPS not returned.

Renter and all of Renter's guests or visitors must vacate the Property by the Check-Out Time

BINDING EFFECTS: All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, and inure to the benefit of, and be enforceable by Rentstar Aruba and Renter and their respective heirs, successors, legal representatives, executors and permitted assigns.

RENTER DISPUTES: If any claim, dispute, or collection proceeding arises out of or is related to this Agreement, Renter shall be liable for all reasonable attorney's fees and costs incurred by Rentstar Aruba.

APPLICABLE LAW: This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Aruba. Only Aruban law shall be applicable to this Agreement and any dispute in connection with same. All disputes arising from or related to this Agreement shall exclusively be brought before the competent Aruban Court for a decision. Appeal from this decision and appeal in cassation, if any, shall only be possible with the agencies declared competent for this purpose pursuant to Aruban law or the regulations of the Kingdom of the Netherlands. Any venue for any action to enforce, construe or interpret any term of this Agreement may be brought only in the Courts of Aruba, and Renter consents to the jurisdiction of such court in any suit.

SEVERABILITY: This legal instrument may be pleaded as a complete defense to any action or other proceeding, which may be brought, instituted or taken by the Renter, the Renter's family, other Renter invitees or users. If any court of competent jurisdiction rules that any provision or provisions of this Agreement are invalid or unenforceable, the balance of the provisions of this Agreement shall be deemed to remain in full force and effect.

TERMS AND CONDITIONS ACCEPTANCE: I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. By accepting, you are agreeing to all terms and conditions in this Rental Agreement, as well as all charges applicable to this reservation.

(Contract.Signature)

(Contract.Date)

YOU ARE SIGNING THIS CONTRACT DIGITALLY. YOUR ACCEPTANCE ON THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THIS CONTRACT.