

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.

YOUR ACCEPTANCE OF THE TERMS & CONDITIONS AT THE TIME OF BOOKING ONLINE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT. This agreement and all the terms and conditions & policies described herein comes into effect when this agreement is signed OR monies are paid towards the reservation, whichever comes first and shall be binding on all persons occupying the premises with your consent regardless of whether or not such persons have signed this Agreement.

RESERVATIONS, BOOKING, PAYMENTS,

We are aware these are uncertain times so if you make a reservation we are temporarily offering a relaxed policy as described herein. This temporary policy applies to new reservations made after May 20, 2020. Reservations made prior to & up to May 20, 2020 are governed by the Rental Agreement & Cancellation Policy in place at the time of booking.

RESERVATIONS POLICY:

Reservations are accepted 365 days in advance. A reservation is considered CONFIRMED when this agreement is signed OR monies are paid towards the reservation, whichever comes first. This agreement must be signed and the Guest Registration Details form must be filled out within 7 days of booking. Renter must be 18 years or older to book a property.

PAYMENT POLICY:

A deposit of 25% is required at the time of booking. The remaining balance is due 14 days prior to arrival and shall be charged to your credit card 14 days prior to your arrival date unless other arrangements have been made.

If payment is not received, IN FULL, 14 days before your arrival, Rentstar Aruba will cancel the reservation and all monies paid are forfeited; no refund will be made.

If you are booking within 14 days of arrival, full payment will be due at the time of your reservation.

For all online bookings, credit cards will be charged at the time of booking. Acceptable payment methods include swift wire transfer, Visa, MasterCard or Discover. The name on the credit card provided to book

your reservation needs to correspond to the name under which the reservation is made. 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 as a guarantee.

The issuer of the card on this item is authorized to pay the amount shown as total upon proper presentation. Renter promises to pay such total (together with any other charges due thereon) subject to and in accordance with the agreement governing use of such card. YOUR SIGNATURE CERTIFIES that you have read this agreement and understand and abide by it. YOUR SIGNATURE also certifies that you are at least 18 years of age and that you will be present at all times during your reservation's stay dates. Any reservation made under false pretenses will result in loss of deposit and rent and prosecution and eviction.

CANCELLATION POLICY:

Bookings canceled at least 90 days before the start of stay; no cancellation fee will apply, booking fee and processing fee will be waived; your credit card will be refunded for the amount of deposit received.

Bookings canceled at least 60 days before the start of stay; no cancellation fee will apply; your credit card will be refunded for the amount of deposit received minus \$25 non refundable booking fee, \$50 non refundable processing fee.

Bookings canceled at least 30 days before the start of stay; a cancellation fee of \$175 will apply; your credit card will be refunded for the amount of deposit received minus \$175 cancellation fee, \$25 non refundable booking fee, \$50 non refundable processing fee.

Bookings canceled at least 14 days before the start of stay; your deposit is forfeited; no refund will be made.

Bookings canceled within 14 days of arrival date, and no-shows; all monies paid are forfeited; no refund will be made.

If payment is not received, IN FULL, 14 days before your arrival, Rentstar Aruba will cancel the reservation and all monies paid are forfeited; no refund will be made.

All cancellations must be submitted in WRITING. We highly recommend that you purchase travel insurance and cancellation insurance for your protection against any unforeseen circumstances that cause a cancellation.

For reservations booked via online travel agents or other third-party travel professionals, please contact the booking provider for information on their policies.

DATE CHANGE:

Date changes requested at least 60 days before the start of stay; no change fee will apply.

Date changes requested at least 30 days before the start of stay; a \$175 non-refundable change fee will apply.

Date changes within 30 days of arrival are not allowed; the original reservation must be cancelled adhering to cancellation policy.

The change fee will be due when the change is requested and will be charged automatically to the credit card provided, unless other arrangements have been made. Please note that changes to an existing reservation will be subject to availability and any rate differences. Changes that result in a shortened stay, or early departure do not warrant any refund.

All requests for changes must be submitted in WRITING. We highly recommend that you purchase travel insurance and cancellation insurance for your protection against any unforeseen circumstances that cause a cancellation or change of plans.

PROPERTY CHANGE:

If a property change is requested and accepted, you will incur a \$250 non-refundable change fee. The change fee will be due when the change is requested and will be charged automatically to the credit card provided, unless other arrangements have been made. We do not allow property changes within 60 days from scheduled arrival date. If you request to change within 60 days of scheduled arrival date, the original reservation must be cancelled (adhering to the cancellation policy) and a new reservation must be made. All requests for changes must be submitted in WRITING. We highly recommend that you purchase travel insurance and cancellation insurance for your protection against any unforeseen circumstances that cause a cancellation.

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 \$25 non-refundable booking fee will apply to all accepted reservations.

PROCESSING FEE: \$50 non refundable processing fee will apply to all accepted reservations.

END CLEANING FEE: A one-time end cleaning fee – depending on the size of the home - is required for our turnover services for deep cleaning and restocking of your unit upon check-out.

TRANSIENT OCCUPANCY TAXES: The Transient Occupancy taxes are the TH Government Tax of 9.5% and BBV Environmental Tax of \$3 per night per reservation. These taxes apply to all rents and fees, for

rentals to residents & non-residents, regardless of number of nights. Note: Tax rates are subject to change without notice at the will of the local Tax Ordinance.

AHATA TAX: A 1% Ahata Tourism Tax is added to the reservation. This tax applies to all rents and fees, for rentals to residents & non-residents, regardless of number of nights. Note: Tax rate is subject to change without notice.

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.

DAMAGE DEPOSIT: Rentstar Aruba reserves the right to pre-authorize the provided credit card for a \$500 damage deposit upon checking to cover any damages to the Property, breaches of this Agreement, and/or missing items from the Property that may occur during your stay. Renter hereby authorizes Rentstar Aruba to upon check-in pre-authorize the credit card for the amount of the above specified damage 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 damage deposit.

REGISTRATION DETAILS FORM: A Registration Details form will be included with this Rental Agreement and must be filled out within 7 days of booking. Renter and other users are not permitted to allow persons other than those specified in the Registration Form to use the accommodation by whatever name called and in any capacity whatsoever.

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 adults, 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 prior to check-in time, unless you have reserved and paid for an early check-in. Entry code will not work past check-out time, unless you have reserved and paid for a late check-out.

CHECK-IN FORM: Upon check-in you will be asked to complete and sign the Check-in form and you will receive keys, alarm remotes, alarm codes, VIP cards, garage door openers as indicated on the Check-in form. On request, renters must provide proof of identity at the beginning of their stay.

CHECK-IN TIME: The check-in time is 4:30pm. Entry code will not work prior to check-in time, unless you have reserved and paid for an early check-in.

CHECK-OUT TIME: The check-out time is 10:30am. Later check-out times may be possible by prior arrangement (1 day prior to departure) with an additional charge and subject to availability. (In the absence of such prior arrangement, failure to check-out by 10:30am may result in renter being charged for an additional night's accommodation at the standard applicable rate.

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 at any of the Properties. 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 process the interior of the home and sanitize all ACs right after your stay. Cigarettes, cigars and pipes are not permitted on our property. E-cigarettes are treated as cigarettes.

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: All utilities are included. Utilities are expensive on the island so we ask our guests to please be considerate and use responsible. Please turn off lights & ACs in rooms when not in use or when going out for the day.

SAFETY & SECURITY: Rentstar Aruba is not responsible for any lost or stolen items. Guests must lock all doors and windows when away from property. Guests commit to using the provided safe and engage the fire & burglary 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. 2BR & 3BR properties are allowed a total of 2 vehicles. 4BR, 5BR & 6BR properties 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 fee of \$100 is required to comply with standards which require deep cleaning, carpet cleaning and special treatment of the unit upon checkout. The pet fee does not cover any damage caused by the pet, nor does the unintentional damage waiver fee. At no time may pet be left unattended in the home. 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 penalty fee of \$250. 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 check-in, we will not be able to refund you.

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. If appliances, electronics, etc malfunction, Rentstar Aruba will attempt to fix and/or replace item as soon as possible once notified by Renter. If it is necessary that maintenance work be carried out, renter will allow such work to be carried out on the accommodation or other facilities during the customer's stay, without being entitled to any compensation. 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 Renter(s), Renter(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 Renters(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: enter 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, booking 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:

- 1) Airconditioning units and lights must be switched off.
- 2) All keys, garage door remotes (if applicable), gate remotes (if applicable) and alarm remotes (if applicable) must be returned to Rentstar Aruba at Check-Out Time. A \$100.00 fee will be charged for each key, garage door remote, gate remote alarm remote not returned.
- 3) All Moomba VIP passes must be returned to Rentstar Aruba at Check-Out Time. A \$10.00 fee will be charged for each VIP card remote not returned.
- 4) 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 AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. YOUR ACCEPTANCE OF THE TERMS & CONDITIONS AT THE TIME OF BOOKING ONLINE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT. BY ACCEPTING, YOU ARE AGREEING TO ALL TERMS AND CONDITIONS IN THIS RENTAL AGREEMENT, AS WELL AS ALL CHARGES APPLICABLE TO THIS RESERVATION.