

Caribbean Blue

Marbella Estate - Curaçao

Definitions of the Rental Terms

1.1 (Main) Renter: a person who enters into a lease agreement with the landlord for the rental of the villa. In these rental terms, wherever the term 'tenant' is used, it also refers to the 'co-tenant(s)'.

1.2 Co-tenant: the person who stays in the villa together with the (main) renter.

1.3 Manager: the person who performs management tasks on behalf of the owner of the villa.

1.4 Landlord: the lawful owner of the villa, a natural person, who rents the villa to the tenant.

Formation of Lease Agreement

2.1 The lease agreement is established through the tenant's acceptance of the landlord's offer. The lease agreement becomes definitive upon receipt of the rental amount, according to the pre-agreed payment terms, also described in Article 3 of these terms.

2.2 If the tenant terminates the lease agreement for any reason, it is considered a cancellation, and the cancellation terms apply.

Payment

3.1 Within three days of receiving the booking confirmation and/or invoice sent by the landlord via email, the following amounts must be paid: 50% of the total amount. The remaining 50% and security deposit must be paid no later than 60 days before the start of the rental period. If booked, 100% of the rental amount for the car, the security deposit for the car, transfer costs, and the full reservation fee of €25.00 must be paid no later than 60 days before the start of the rental period.

3.2 If the lease agreement is established within 60 days before the start of the rental period, the full amount due as mentioned on the invoice must be paid within three days of the email notification of the booking confirmation and/or invoice.

3.3 In case of non-payment, late payment, or incomplete payment, the landlord is entitled to immediately terminate the lease agreement, in which case the cancellation terms apply.

Cancellation

4.1 Termination of the lease agreement must be done by email and is considered received and done only after confirmation of receipt by the landlord via email.

4.2 In case of cancellation, the following amounts are due:

a. In case of cancellation up to 45 days before the start of the rental period: 50% of the basic rental amount of the villa; if booked, 50% of the basic rental amount of the car.

b. In case of cancellation from 44 days before the start of the rental period ('no show'):

100% of the total rental amount of the villa; if booked, 100% of the total rental amount of the car.

Dutch Manager and Key Handover

5.1 The tenant will be welcomed by the Dutch manager. He will provide the keys/alarm remote control for the villa (and car if applicable) and the card of gate access. He will also inspect the villa and inventory (and car if applicable) upon arrival and departure and record the electricity and water meter readings.

5.2 The tenant will receive the manager's phone number on the invoice so that the arrival time can be coordinated.

Obligations and Liability of the Landlord

6.1 The landlord is obligated to provide the villa to the tenant in good condition on the agreed-upon date and time.

6.2 The landlord cannot be held liable for damages covered by travel insurance (ensure worldwide coverage) or accommodation inventory insurance (also known as damage insurance).

6.3 The landlord does not accept liability for damage and injury caused to the tenant for any reason, as well as for loss, theft, or damage to luggage and belongings, including money. Staying in the villa is at the tenant's own risk.

6.4 The landlord does not accept liability for any promises made by the manager unless they have been confirmed in writing by the landlord.

6.5 The landlord is not liable for temporary malfunctions of equipment in and around the villa and malfunctions of water and/or power supply. This does not apply if there is intent or gross negligence on the part of the landlord.

6.6 The landlord is not liable for disturbances caused by activities outside the rented property, including construction activities near the villa, or any force majeure.

6.7 The landlord can never be held liable for damages incurred in accidents in and around the villa and the pool.

Tenant's Obligations and Liability

7.1 The tenant is obligated to use the villa properly and/or as a responsible occupant and to leave the villa in good condition, neat, and tidy upon departure, as judged by the manager. The manager is authorized to conduct a final inspection at the time of departure. If the manager notes that (multiple) things are not in order, the landlord is required to charge the tenant additional costs (cleaning/damage/missing items, etc.) and deduct these from the security deposit.

7.2 It is strongly recommended for the tenant to obtain a cancellation/travel accident insurance and accommodation/inventory (damage) insurance with worldwide coverage. It is also strongly recommended that one of the mentioned insurances provides coverage for damage due to tenant's own fault to the villa and inventory.

7.3 The tenant is liable towards the landlord for all loss and/or damage that occurs during the rental period of the villa for the landlord as a result of the stay, regardless of whether this damage was caused by the tenant's actions or omissions, or by third parties present in the villa due to the tenant's actions.

7.4 The landlord has the right to recover costs resulting from repair and/or replacement of goods in case of damage or loss, whether caused intentionally or negligently by the tenant, by directly deducting these costs from the security deposit. If these costs are higher, or if the expectation is that they will be higher than the amount of the security deposit, the landlord is entitled to demand an additional

advance payment. Payment of this advance can be made by bank transfer or in cash to the manager on-site. The final settlement will occur after receiving the final invoice for the damaged or lost/missing object.

7.5 The costs of regular maintenance and repairs of defects are the responsibility of the landlord.

Security Deposit

8.1 The booking confirmation and/or invoice sent by the landlord will include a security deposit starting from €500, and if booked for car rental, also a security deposit starting from €450 for the car, which must be paid by bank transfer. Payment term as indicated in the quote and invoice.

8.2 The security deposit will be refunded to the tenant's bank account within one week after the end of the rental period, with deductions made for electricity and water consumption costs and, where applicable, extra cleaning costs, costs for any damage; for car rental, deductions will be made for not re-fueling if applicable upon return, damage and/or defects and/or losses, and any (traffic) fines.

Electricity, Water, Local Tax

9.1 The rental price does not include the costs for electricity (€0.50 per kWh), water (€9 per m³), and local tax (7%).

9.2 The manager will record the electricity and water meter readings upon arrival and departure in the presence of the tenant.

Maximum Number of Persons

10.1 The number of individuals actually staying overnight in the villa must not exceed the count provided during the booking.

Swimming Pool

11.1 The pool is automatically filtered and checked twice a week, as well as cleaned. Sunscreen is harmful to the pool water's hygiene. There is a shower right by the pool; tenants are strongly advised to use it before swimming.

11.2 It might occur that due to a technical issue, the pool cannot be used (temporarily). Of course, every effort will be made to resolve the issue as quickly as possible, however, the landlord does not accept liability for not being able to use the pool and/or any resulting damage.

11.3 It is not allowed to have glassware in or around the pool.

11.4 It is not allowed to operate the pool's technical equipment. The tenant is asked to report any malfunctions directly to the manager.

Smoking

12.1 Indoor smoking is not allowed anywhere.

Smoking is permitted outdoors on the covered terrace in front and behind the villa and by the pool.

12.2 It is not allowed to throw or place burning and/or extinguished cigarette butts and/or matches on the ground, among the plants, or over the wall/walls.

Use ashtrays and empty them carefully (all fire extinguished).

Pets

13.1 Pets are not allowed in and around the villa.

Arrival and Departure Day

14.1 On the day of arrival, the tenant can access the villa from 4:00 PM, and on the day of departure, the tenant must vacate the villa by 10:00 AM at the latest.

14.2 The keys to the villa, the access card for the gate, and the alarm remote control will be handed over to the tenant by the manager.

14.3 If the tenant wishes to arrive earlier at the villa on the arrival day or wants to stay longer on the departure day, this can only be done in consultation with and upon approval from the landlord and/or manager, possibly for an additional fee.

Alarm System

16.1 The tenant is obligated to always activate the alarm upon leaving the villa. The alarm is connected to a security organization's monitoring centre. If it is discovered that a break-in occurred while the alarm was not activated, all costs related to the break-in, including missing items, damage repair, alternative accommodation, etc., will be borne by the tenant.

16.2 The tenant is obligated to always activate the alarm before going to bed, using the setting intended for alarm activation during the villa's stay. The alarm is connected to a security organization's monitoring centre. If it is discovered that a break-in occurred while the alarm was not activated, all costs related to the break-in, including missing items, damage repair, alternative accommodation, etc., will be borne by the tenant.

Internet

18.1 The tenant can use the available Wi-Fi in the villa for free. There is no computer present. The tenant will receive the Wi-Fi code from the manager upon arrival and can then access the internet using their own laptop and/or other devices.

Washing Machine, Towels, and Linens

19.1 Upon arrival, all beds are made and equipped with clean linens. Clean towels and bath towels are available in the bedrooms and/or bathrooms. The tenant can use the washing machine/dryer and detergent for washing linens, towels, bath towels, etc., as well as their own clothing, free of charge.