
VACATION RENTAL AGREEMENT

Date:

Dear

I am happy to offer you the following rental agreement.

Please note that in order to protect all parties concerned in agreement, we would appreciate that you supply us with the required information, and acknowledge this reservation, by signing at the allocated space. No booking will be confirmed, without this signed document.

1. I,

2. ID/ passport number.....

3. Postal Address:.....
.....

4. Residential Address:
.....

5. Contact telephone no: (h)(w).....

(mobile) (Email)

7. I, hereby, agree to rent the property situated/ known as: Apartment Talia, 38 Victoria Rd, Clifton, Cape Town.

Parking facility: Off-street parking for 1 car.

8. For the following time period: InOut.....

9. Option to extend the period at the same rate per day at home-owner's approval.

10. Length of stay..... nights

11. For a total amount of: R..... (R..... per night plus in and out cleaning at R400 per time.)

12. Full amount: exactly.

13. 50% deposit needs to be paid within 72 hours to secure

14. In order to protect the homeowner from any damages, a refundable, holding deposit to the value of R.....is required . This holding deposit is secured until seven days after you have left and the owner is certain that there are no damages.

15. I agree to pay the full deposit of 50%, R..... within 72 hours of the date below. Proof of payment plus this contract and indemnity form need to be faxed through to + 44 207 935 1017.

The balance of payment (R.....) and the refundable deposit of R.....(total R.....) to be paid two weeks prior to occupation.

16. The balance of payment will be paid two weeks prior to the first day of the reservation date via bank guaranteed cheque, bank transfer or cash only.

17. Any amounts paid for on credit card (VISA AND MASTERCARD ONLY) will carry a handling service fee of 4%.

18. In accordance with this booking, this home is to be occupied by a maximum ofguests.

Important request:

i This is a no smoking flat. If you are a smoker please do not smoke in the flat.

ii The homeowner or his representative has expressly asked that no large parties are to be held at the premises as the home forms part of an exclusive residential area and that the atmosphere of the area is upheld at all times.

19. Any extra deductions, including phone calls, extra housekeeping services, breakages, etc will be deducted from the holding deposit.

20. We will ensure that the property is in a highly acceptable condition upon your arrival.

21. HOUSE KEEPING: Can be arranged. Please contact me.

22. Check in time is 14h00 (let me know if you need earlier and I will try to arrange it) Check out time is strictly before 11h00. Should you wish to check out / vacate the property prior to above dates, the contract will remain binding for the full period, and all monies will remain payable..

23. My agents will supply a comprehensive guide and checklist of the home and the area to you upon your personal check in.

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I/We, the undersigned, agree as follows:

1. I/We are occupying the above property at my/our own and sole risk and are using the facilities on the Premises entirely at my/our own risk and I/we hereby indemnify and hold harmless the owner of the Premises and their members, employees, agents and/or affiliates ("the Indemnified Parties") against all liability for any and all claims whatsoever and howsoever arising, including without limitation, any consequential loss claim, arising from and including without limitation, any loss, theft, or damage to my/our property (whether corporeal or otherwise) or any illness, injury or death which may arise irrespective of the cause of any such loss, theft, damage, illness, injury or death and in particular, whether arising through negligence or recklessness and whether liability would be vicarious or not.

2. I/We hereby release, indemnify and hold harmless the Indemnified Parties against any and all liability, claims, demands, losses, or damages whatsoever and howsoever arising, including without limitation, for personal injury, property damage, or wrongful death of our minor child/children ("the minor"). I/we further agree that, despite this agreement, should I/we, the

minor or anyone on the minor's behalf institute a claim against the Indemnified Parties, I/we hereby indemnify and hold harmless the Indemnified Parties from any litigation expenses, attorney's fees, loss, liability, damage or costs which the Indemnified Parties may incur as a result of such claim.

3. I/We irrevocably waive any and all claims (including future claims) I/we may have against the Indemnified Parties and irrevocably indemnify the Indemnified Parties against any and all claims that may be made against the Indemnified Parties by myself/us, my spouse, my/our dependants, my/our invitees and/or any party gaining access to the Premises through me/us.

4. I/We indemnify the Indemnified Parties against any and all claims against the Indemnified Parties arising from any act or omission, whether culpable or otherwise, of myself/us, my spouse, my/our dependants, my/our invitees and/or any party gaining access to the Premises through me/us.

5. This agreement shall be effective and binding on me, my spouse, my heirs, next of kin, executors, administrators and assigns in the event of my death, my personal representatives, my children and any guardian ad litem for the said children.

6. I/We also acknowledge that a security deposit equal to clause 12 of the Rental contract has been allocated for any damages/ extra services that might arise from the hire/ use of the premises. I/We acknowledge that this deposit will be held for up to 3 weeks after the termination of this contract period and that any damage/ extra service amounts will be deducted off this amount lodged with the Company, regardless of this deposit being paid by cash/ transfer or by credit card. Credit card deposits will be deducted off the credit card and held in the company's trust account for up to 21 days after departure. I/ We acknowledge that any reasonable deductions deemed to be for extra services rendered or minor damages are irrevocable. All refunds will be made back into the respective bank account or credit card utilized in the original transaction.

Signed Client or Representative.....

Date

Signed on behalf of owner.....

Date