



Blue Aruba Rentals

**Rental Agreement:**

1. Check-In / Check-Out Times. Check-in begins after 4:00 PM. Our team will need unrestricted access to the condo preparing for your arrival until 4 P.M. Check-out time is 11:00AM. No early check-in or late check-outs will be permitted. Refunds are not given for late arrivals or early departures.

2. No Smoking. Smoking is not permitted in any condo. Guests who violate this policy will be charged an additional \$500, plus the expense of any necessary cleaning. Violations may also result in immediate eviction and forfeiture of rent.

3. No Pets are permitted.

4. Minimum stay requirements. All our condos require a minimum stay of three (3) nights. Longer stays may be required during peak seasons and holidays. One-week minimum stays apply at some properties during peak and holiday periods or whenever the Administration Agent may so decide.

5. Maximum Occupancy. The maximum number of sleeping guests per accommodation is based on the Rules and Regulations of the property. If the maximum occupancy is exceeded, you may be asked to vacate the property and forfeit any rental payments. Parties, weddings or gatherings that violate this provision and are not pre-approved in writing by Cobalt Blue Fusion VBA may result in immediate eviction and forfeiture of remaining prepaid rents. Any more than one and a half times the permitted overnight occupancy on the property at any time must be approved by Management with an event fee and permit.

6. Damage Policy. Guests are responsible for the property, its contents, and themselves during occupancy. Guests must lock windows and doors securely when not on the premises.

Guests will receive a Check List of all belongings, equipment and appliances of said condo, at the time of check in, which guest must return to the Administration Agent, with any observations if that is the case, by 9:00 a.m. on the following day after my arrival.

Rearranging the furniture or removing any items from the unit is prohibited. After Check-Out,

Management will inspect the unit for damage, missing items, and abnormally dirty appearance. During that inspection, if Management determines that damage is present, items are missing, or the unit is abnormally dirty, Management will repair the damage, replace the missing items, and/or perform a deep clean of the unit at renter's expense. Renter authorizes Management to charge the credit card on file to reimburse Management for any such expenses.

7. Advance Payment. An advance payment of the total booking charges is due at the time of reservation, equal to 30% of the total amount of the reservation.

This deposit will be applied towards the total booking charges due. This is not a damage deposit. We accept only credit cards (Master Card, Visa, Amex and Discover).

8. Final Payment. The balance of the total booking charges is due 4 weeks prior to arrival.

9. Cancellations.

Any reservations can be changed or canceled up to 14 days before your scheduled arrival day less bank charges. Exceptions for bookings during High-Season Dates (arrival between December 17th and January 2nd), please contact us at least 15 days prior to arrival date. In such instances, the full amount of your Reservation Deposit will be refunded- less a two (2) night cancellation fee. In the event of cancellations or shortened stays made after the Cancellation Period, you will be responsible for the full amount of the total booking charges.

For any question, request for moving dates or cancel, please call +1(786)3504780 or email to [info@bluearuba.com](mailto:info@bluearuba.com)

10. Accommodation Selections. Management appreciates that its condominiums offer different appointments, designs, and layouts, and that reservation holders want the peace of mind that they will stay in the specific units they selected. Accordingly, we will reserve for you the specific unit selected at the time of your reservation upon the receipt of your deposit and signed Agreement. Subject to availability for maintenance, owner usage, or other issues that may render the accommodations unsuitable for rental, and/or subject to the property remaining at the time of the stay, guests will be placed in the specific unit set forth in their Agreement, or otherwise provided with an opportunity to stay in an equivalently priced accommodation if available or a full refund. In no event will Cobalt Blue Fusion VBA be responsible for any direct or indirect costs, expenses, fees or other consequential damages resulting from the unavailability of a specific accommodation.

11. Housekeeping. The property will be cleaned before arrival and after departure. All units are provided with bed, bath, and kitchen linens, basic household products such as trash bags, paper towels, toilet paper, and bar soap will be provided.

Additionally, for stays more than nine (9) nights, the Administration Agent will give a refresh cleaning (removal of trash, mopping, sweeping) with replacement of linen and towels on the forth (4th) night.

Extra housekeeping during your stay is available with a fee, costs are provided at the Front Desk. Please contact Front Desk at least 2 days in advance.

The condos will be cleaned to our quality standards prior to arrival and after departure. You will be responsible for the cleaning of your unit during your stay and for leaving the unit in good condition at check-out. We respectfully request that you remember that you are staying in someone's home during your vacation; please treat it with the care you would your own. If units are found abnormally dirty at check-out, additional charges will be charged to your credit card to assist in performing a deep cleaning of the unit. Additional cleanings can be arranged during your stay for an additional fee if you prefer.

Additional Charges for excessive cleaning upon departure (i.e. upholstery, mattresses or rug shampooing, etc.).

12. Maintenance. During your stay, promptly report any maintenance problems to the Reception. No refund or rate adjustment will be made for unforeseen failures such as the supply of electricity, water, pool/Jacuzzi filtration systems, air conditioning, telephone, television or cable service, appliances, etc.

13. Nearby Construction. There may be ongoing construction at properties adjacent to or close by the property being rented by guests. The rules regarding acceptable noise levels, start and finishing times, and other restrictions relating to any such construction are governed by local ordinances and/or community-specific rules and regulations beyond the control of Cobalt Blue Fusion VBA. As such, the guest shall not be entitled to a refund relating to such construction. Notwithstanding this, Management will use its best efforts to ensure that the appropriate parties are notified and appropriate remedial action taken in the event that it receives notice that the construction at issue may be in violation of any such regulations or ordinances.

14. Security of Personal Property. Management is not responsible for any acts of theft or vandalism, or other damages to any personal property or for personal items left by guests in the accommodation at departure.

15. No Subletting. The rental property may not be sublet. Your reservation is not transferable to any other party.

16. Good Neighbor Policy. Please remember you are staying in someone's home during your vacation. Please treat it with care and leave it in good condition at checkout. In addition, please be aware of volume, trash, and parking in consideration of the fellow residents on the Property.

17. Property Rules and Regulations. Our condos are located in a residential complex controlled by Homeowners Associations. These Associations have rules that must be respected. Violations may warrant a fine that will be the guest's responsibility, and in some cases, failure to comply may result in eviction. These rules apply to both owners and guests.

18. Swimming Pool and Hot Tub Usage - Release of Liability, Waiver of Claims, Express

## Assumption of Risk and Indemnity Agreement

In consideration for receiving access and/or permission to use any swimming pool, spa or hot tub ("Activity") at your rental Property or otherwise made available to you as an amenity in conjunction with your rental by Cobalt Blue Fusion VBA and the Owner(s) of your rental Property ("Owners"), you hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes Cobalt Blue Fusion VBA, Owners, and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH, that may be sustained by you or your guests or invitees while participating in such ACTIVITY, whether caused by RELEASEES active or passive negligence.

You agree that you are fully aware that there are inherent risks involved with ACTIVITY, including but not limited to possible physical injury (including, but not limited to broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion) and loss of life and you choose to voluntarily participate in said ACTIVITY with full knowledge that said ACTIVITY may be hazardous to you, your guests, your invitees, and your property ("You"). YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL OR EMOTIONAL INJURY, INCLUDING DEATH, that may be sustained by you as a result of participating in said ACTIVITY, whether supervised or unsupervised. You further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of or in any way related to Your participation in said ACTIVITY, whether caused by RELEASEES' active or passive negligence or otherwise.

You hereby certify that you are at least 21 years of age and you are legally competent to enter into this Agreement, including the Release, Waiver, Assumption, and Indemnity provisions contained herein. You agree that it is your express intent that this release shall bind the members of your family and spouse if you are alive, and your heirs, assigns and personal representatives.

19. Notices. All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, by a reputable oversight courier, by hand delivery, or by email. The notice address for Management is: MAIL – J.E. Irausquin Blvd #266. Eagle Beach, ARUBA; EMAIL – info@bluearuba.com. Any notice sent in the manner set forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the third business day after deposited in the mail, (ii) in the case of overnight courier or hand delivery, upon delivery, and (iii) in the case of email the date of the email as evidenced by a delivery receipt.

20. Applicable Law. This Agreement shall be governed by, construed under, and enforced and interpreted in accordance with the laws of Aruba, excluding its principles of conflicts of laws.

21. The parties hereby submit to the personal jurisdiction of all the courts in the previous

sentence and agree not to challenge such jurisdiction. In any action, suit, or proceeding to enforce or interpret the terms of the Agreement or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all attorneys' fees and the costs expended in determining entitlement to an amount of such fees.

22. Waiver of Jury Trial. BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.

23. Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by such party.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding, marketing or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this Agreement, except those fully expressed herein. No waiver of any provision hereof shall be valid or binding on the parties hereto, unless such waiver is in writing and signed by or on behalf of the parties hereto, and no waiver on one occasion shall be deemed to be a waiver of the same or any other provision hereof in the future.

25. Indemnification of Manager. Guest will defend, indemnify and hold Cobalt Blue Fusion VBA (including its members, officers, and employees of the Administrative Agent), harmless from any and all claims, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs of suit) incurred by Cobalt Blue Fusion VBA as a result of or arising out of the breach of this Agreement by guest, except to the extent such claims, demands and actions arise from the negligence or willful misconduct of Cobalt Blue Fusion VBA. The indemnified party shall promptly notify the indemnifying party of any such claim and shall, at the request and expense of the indemnifying party, cooperate in the investigation and defense of such claim.

26. Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

27. Headings. Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to define, interpret, describe or limit the scope, extent or intent of this Agreement or any provision hereof.

Authorized Signature: Through your electronic signature above, you agree you have read, understand, and agree to abide by the terms of this Rental Agreement, which includes the above Reservation Details and agree to rent the property set forth above for the period and

price specified above. You further understand and consent to the use of the credit card payments you provided in conjunction with this Agreement. You also authorize Cobalt Blue Fusion VBA to charge your credit card for any damages or fees consistent with this Agreement, and/or for the deposit, balance due, and any additional charges incurred during your rental period. You understand this authorization cannot be revoked and will not terminate until 30 days after the rental property is vacated.

I agree not to challenge the validity, enforceability or admissibility of this signature process on the grounds that it is in an electronic form.