

# Rental Agreement

## **Kili-konka Holiday Home**

P. O. Box 7262, Moshi,  
Kilimanjaro, Tanzania

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Come Walk With Me Limited hereinafter referred to as “**Owner**” hereby agrees to rent Kili-konka Holiday Home (the “**Property**”) to guests (the “**Rental Party**”) per the terms and conditions of this contract. In return the guests agree to pay all fees timely and in the manner accepted in this contract, abide by all house rules and governmental laws, and guests agree not to re-let property or assign other rental rights without prior written approval of Owner. The guests acknowledge that failure to abide by any portion of this contract constitutes a breach of this contract.

This short-term Rental Agreement (the “**Agreement**”) is made by and between Come Walk with Me Ltd. (“**Owner**”) and yourselves (“**Guests**”) as of the date of making your Reservation. For good and valuable consideration, the sufficiency of which will be acknowledged after full payment is made, the parties hereby agree as follows:

### **1. PROPERTY:**

The property is located at: Kili-konka, P. O. Box 7262, Moshi, Tanzania.

*Kili-konka is a 4-bedroom bungalow with the master bedroom en-suite and 2 additional shared bathrooms. There is a large comfortable open-plan lounge and dining area adjacent to a spacious and fully equipped kitchen. The study is equipped with a reading desk with a telephone and WiFi. The property includes a verandah and a large lawn area adjacent to the house.*

### **2. RENTAL PARTY:**

The rental party shall consist of Guest (the Rental Party leader) and accompanying individuals as specified in Guest's reservation. Reference to guest shall hereinafter be reference to the rental party. Signature of this rental agreement by guest shall therefore in all respects be taken as a commitment by the Rental Party.

Guest agrees that the premises shall be occupied by no more than the number of people listed in Guest's Reservation, and in Guest's Booking Confirmation. Occupancy is limited to registered guests only. Absolutely no other overnight guests are allowed. Occupancy by more than the stated number of guests will result in the termination of the rental, and the forfeiture of all rental fees and deposits. Please notify the Owner/Management at least 24 hours prior to arrival if your guest-count changes.

### **3. MINIMUM AGE REQUIREMENT:**

At least one rental party member, preferably Guest, must be 25 years or older. (Proof of age will be required at Check-In.)

### **4. MAXIMUM OCCUPANCY:**

The maximum number of guests is limited to 8 persons.

### **5. TERM OF THE LEASE:**

The lease begins at the specified Check-in Date and Time, and ends at the specified Check-Out Date and Time as indicated in the Booking Confirmation, once Guest's booking procedure is complete.

### **6. CHECK-IN/CHECK-OUT TIME:**

Guest acknowledges and understands that Check-In Time is no earlier than 12:00 Noon and Check-Out Time is no later than 10:00 AM on the dates stated in the rental period. The Check-Out time must be strictly adhered to in order to avoid inconveniencing other Guests upon their arrival. Being a single home, late check-out will prevent other Guests from checking-in on time. To ensure your maximum comfort, please check your travel arrangements, and book/reserve an extra night if your departure is likely to be after 10.00 AM.

### **7. MINIMUM STAY:**

This property has a one (1) night minimum stay period.

### **8. RENTAL RATE AND FEES:**

For all reservations, 50% payment for the full duration of Guest's stay is required at the time of booking and before booking can be confirmed. The remaining 50% payment is required at least thirty (30) days prior to Guest's Check-In Date.

### **9. PAYMENT OPTIONS:**

We accept payment via Credit Card (**Visa™** and **MasterCard™**), and via Bank Transfer (TT) – TT Bank charges to be borne by Guest.

### **10. CANCELLATION POLICY:**

If Guest wishes to cancel his/her reservation, the rental fee will be refunded as follows:

- **Cancellations thirty (30) days or more prior to Check-In Date:** We refund fully, minus a \$25.00 cancellation fee, and a \$35.00 non-refundable reservation fee, and any applicable taxes.
- **Cancellations made with less than thirty (30) days notice, but at least fourteen (14) days prior to Check-In Date:** We retain 50% of the full rental fee indicated in your Booking Confirmation, including any applicable taxes.
- **Cancellations made with less than fourteen (14) days notice, but at least seven (7) days prior to Check-In Date:** We retain 75% of the full rental fee indicated in your Booking Confirmation, including any applicable taxes.
- **Cancellations made less than seven (7) days prior to Check-In Date:** We shall not be in a position to process any refunds due to the lost booking(s) that we may otherwise have made.

ALL CANCELLATIONS MUST BE MADE IN WRITING – eMail, Fax, or Certified Mail. All bank charges for refund transactions will be to Guest's account. **Applicable refunds are initiated within two (2) business days of receipt of cancellation.**

#### **11. REFUNDS AND RATE ADJUSTMENTS:**

Rate Adjustments are not made for inconvenience due to construction noise, road repairs, early departures, delayed arrivals or reducing the number of nights reserved with less than thirty (30) days notice, unless otherwise stated in this contract or subsequently agreed to in writing by legal addendum. No refunds are permitted due to inclement weather. Any schedule changes due to inclement weather will only be made in the event that the alternative dates are not reserved or booked.

#### **12. RENTAL RULES:**

Guest agrees to abide by the Rental Rules posted on the Kili-konka website [www.kilikonka.com](http://www.kilikonka.com) (<http://www.kilikonka.com/documents/rentalRules.pdf>) at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the indicated rules at all times while at the property.

#### **13. PROPERTY DESCRIPTIONS AND RATES:**

Information regarding the Property is believed to be accurate, but cannot be continuously guaranteed. We make every effort to ensure that all the information on our websites and advertisements is current and accurate. However, the possibility of errors and omissions does exist. We will be happy to confirm all the information or answer any of your questions prior to confirming your reservation. Rates, furnishings, fees and taxes are subject to change without notice. Owner reserves the right to discount prices for any reason, to include, but not limited to extended stays and season.

#### **14. PROPERTY FURNISHINGS, DECOR AND EQUIPMENT:**

Moving of furniture or re-arranging of pre-wired home electronic equipment is prohibited. If you require special appliances or equipment, please bring them with you. Decor, style, color and themes may vary from time to time. Furnishings are subject to change without notice. All changes in this respect will be made with your enjoyment and comfort in mind.

#### **15. ALCOHOLIC BEVERAGES:**

Guest agrees to abide by by-laws prohibiting the consumption of alcohol by minors while on the Property.

#### **16. REPAIRS / SERVICE CALLS:**

Owner cannot guarantee against mechanical failure of appliances (Satellite Receivers, VCR/DVD players, etc.) in and on the Property. Promptly report any equipment that is not operating properly. Owner will make every effort to resolve the problem as soon as reasonably possible. Should a repair-person make a call to the Property and find the equipment in working order and the problem was due to Guest(s) oversight or neglect, the charge for the service call will be charged to Guest. Emergency Repair items may be reported to the Property Manager 24 hours a day.

**17. PROPERTY DAMAGE:**

Guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can reasonably be attributed to the rental party's negligence or abuse. Guest is solely responsible for damage to the home, decor, equipment, and/or furnishings or removal of said items during the reservation period caused by any member of the rental party.

**18. HOUSE PARTIES:**

Guest agree that no more than the number of persons listed on the Booking Confirmation document shall occupy the premises without obtaining the prior written approval of Owner. If the Property is occupied by more than the number of persons stated on the Booking Confirmation document, the result will be a loss of total rent, and additional charges may apply. In addition, Owner reserves the right to cause Guest to vacate the property immediately without recourse to refund. Guests shall not disturb or offend any neighbors, discharge firearms, create loud or obnoxious noises, or use fireworks of any kind while on the Property.

**19. NO FIREARMS – NO FIREWORKS:**

The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb and/or offend area neighbors or residents. Owner reserves the right to terminate this agreement and request loud or unruly Guests to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees.

**20. EARLY DEPARTURE/LATE ARRIVAL POLICY:**

No refunds will be made for early departures or delayed arrivals. Last-minute schedule changes will only be accommodated in the event that the alternative dates are not reserved or booked.

**21. EXTENSION OF STAY:**

Extensions of stay are subject to availability. Guest should notify the Manager in time of their intention to extend their stay, and acceptance of that request shall be at the discretion of Management. In the event of extensions of stay, this Rental Agreement shall continue to apply.

Payment for the full duration of the extension of stay at the applicable rate must be made on the same day the acceptance is granted. Payment may only be made by Bank Transfer (TT).

**22. PET POLICY:**

Guest must receive prior approval for any pets. Guest acknowledges that any damage caused by said pet shall be Guest's financial responsibility. We strongly recommend that you leave your pets behind as Moshi is not a pet-friendly town, and might result in you not being able to access pet food or veterinary services for your pets.

**23. SMOKING:**

Smoking is not allowed while indoors on the Property. All indoor areas are designated as No Smoking Areas. Guests may, however, smoke in the outside verandah/patio areas. Cigarette butts must not be disposed of in the yard, garden or anywhere else on the Property, and must be deposited in the outdoor ash-trays provided.

**24. WILDLIFE:**

Owner will not accept responsibility of any injury caused by wildlife, such as bats or insects such as wasps.

**25. ACCIDENT & INJURY:**

Guest acknowledges and understands that the rental party is solely responsible for any accident or injury to any member of the Rental Party, or the Rental Party's visitors while at the Property, and Owner does not accept any legal or financial responsibility. Guests assume all risk of injury or other loss resulting from any recreational activity and will hold Owner harmless with respect thereto. Guest hereby agrees to indemnify and hold Owner harmless from any and all claims, including those of third parties, arising out of or in any way a result of the Guests' use of the Property or items therein.

**26. LOSS OF PERSONAL ITEMS:**

Guest acknowledges and understands that each guest is solely responsible for any loss by any person while in residence including the loss of money, jewelry or any other personal item.

**27. LOCKED STORAGE AREAS:**

Guest's deposit will be forfeited if the locks or doors of locked areas are broken or tampered with.

**28. FIREPLACE:**

Firewood is provided in the event that Guest would like to use the fireplace. If you are not proficient in starting a fire, please contact Management for assistance in order to prevent fire hazards. **Absolutely no liquid accelerant is allowed. THIS IS A SAFETY ISSUE.** Any evidence of accelerant use by Rental Party will result in the loss of your deposit.

**29. SERVICE INTERRUPTIONS:**

Owner cannot be held responsible for the failing of any other company due to said other company's error or service interruption. (i.e. electricity, water, internet, etc.) However we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time possible.

**30. INSURANCE:**

We encourage all renters to purchase traveler insurance.

**31. DISPUTES:**

This Agreement shall be governed by and interpreted in accordance with the laws of The United Republic of Tanzania. Guests specifically consent to such jurisdiction and to extraterritorial service of process.

### **32. TERMINATIONS BY OWNER/SUBSTITUTIONS:**

Owner strives to comply with your reservation requests. However, if due to circumstances beyond our control, Owner cannot guarantee availability of the Property. Owner reserves the right to terminate your reservation without notice or liability should the Property become unavailable. Guest agrees to hold harmless Owner for events beyond their control which may interfere with Guest's visit. This may include but not limited to Acts of Nature, Acts of Governmental agencies, fire, war, and inclement weather. Guest agrees Owner is not obligated to rebate or refund any fee in these circumstances. Owner will offer alternative accommodation at comparable prices if available, and will provide the option of canceling the reservation and receiving a complete refund. Owner will give as reasonable amount of notice as possible so that other arrangements can be made.

### **33. UNDERTAKING AND INDEMNITY:**

I (Guest) agree that all rental monies are non-refundable per cancellation policy above. I have read and understood the advice to purchase travel insurance.

I (Guest) hereby confirm that I am of legal majority and have the legal capacity to enter into this rental agreement. I undertake to be fully responsible for any members of my guest team who are under 18 years of age or otherwise of no legal capacity and that all adult members of my guest team will sign the guest register as required upon arrival at the rental premises in addendum to this agreement.

I (Guest) hereby indemnify Owner against all claims whatsoever regarding any accidents, injuries or illnesses that occur while on the premises or its facilities or regarding the loss of or damage to personal belongings or valuables of mine and my guest team's. By submitting a reservation, I hereby agree that myself and my team members are expressly assuming the risk of any harm arising from our use of the premises or others whom we invite to use the premises.

I (Guest) understand and undertake that the premises are for my holiday purposes only and that no business shall be conducted therein by me or my team without the express written permission of Owner.

### **34. PUBLIC INDEMNITY AND PUBLIC LIABILITY:**

Owner does not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a guest's booking or stay. The booking contract exists between the Owner and the guest and is limited to the rental of the Property and associated facilities only. The information and descriptions supplied are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the Owner's control for which the Owner accepts no liability. In addition, no liability can be accepted by the Owner for any injury, loss or damage to the guest, any member of the guest's party or any visitor to the Property arising out of or in connection with the use of the Property or Facilities. The Guests must ensure that all children are supervised at all times whilst in and around the property.

**35. FORCE MAJEURE:**

Owner will not be liable or accountable for any unforeseen situations or unforeseen circumstances. This may be such situations as freak weather conditions, local or national strikes, disputes, or anything out of the ordinary.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GUEST:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_