

## Residential Lease Agreement

THIS LEASE AGREEMENT ("Lease"), dated **Date**, by and between International Investments & Consulting, Ltd, a St. Kitts company carrying on business at 858 Zenway Blvd, Frigate Bay, St. Kitts, West Indies, Telephone: 869-466-8000 ("Landlord") and **Tenant1** and **Tenant2** whose primary residence is **Address** (collectively "Tenant").

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

### Leased Premises

1. The Landlord agrees to rent to the Tenant the house municipally described as Marriott Residences, 858 Zenway Blvd., Frigate Bay, St. Kitts, West Indies (the 'Premises') for use as a residential premises only. The premises are more particularly described as follows: One condominium known as **Building , Unit** . Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single family residence.
2. Subject to the provisions of this Lease, apart from Tenant, no other persons will live in the Premises without the prior written permission of the Landlord.
3. No guests of the Tenant may occupy the Premises for longer than one week without the prior written consent of the Landlord.
4. Subject to the provision of this Lease, Tenants are entitled to the use one space each in the common parking area (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
5. The Premises are provided to the Tenant furnished, including all major appliances.

### Term

6. The term of the Lease commences at 12:00 noon on **Date** and ends at 12:00 noon on **Date**.
7. The Tenant shall allow the Landlord to show the property to prospective tenants for lease during the last 60 days of the lease term.
8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the expiration date provided in the Lease, a new tenancy from month to month will be created between the Landlord and the Tenant

which will be subject to all the terms and conditions of this Lease but will be terminable upon the Landlord giving the Tenant the notice required under the Laws of the Federation of St. Kitts and Nevis.

9. In the event of any material default by the Tenant, the Landlord shall have all the rights to immediately terminate this lease and collect any and all damages provided under the law.
10. In the event the Tenant's personal circumstances change such that the Tenant no longer intends to reside in St. Kitts, the Tenant may terminate his or her lease by providing the Landlord with a 90 day written notice together with a sworn certification that the Tenant will no longer be residing in St. Kitts as of a date certain. This right to terminate is subject to Landlord's acceptance, which shall be in the Landlord's sole discretion, and also subject to an upward adjustment of the rental rate to reflect the rate being used at the time of termination for a rental term consistent with the actual duration of the lease. For example, if a tenant signs a one-year lease @ \$1,400/month and only stays 3 months, those 3 months will be subject to an upward adjustment to the higher month rate of \$1,500 for a 3 month lease instead of a 12 month lease. In this instance the Tenant would be liable for an additional \$300 for the three month period the lease was in effect.

### **Rent & Online Tenant Portal**

11. Subject to the provisions of this Lease, the rent for the Premises is **US\$** per month which includes parking and other utilities (collectively the 'Rent').
12. Tenants will be assigned an online portal and are encouraged to become familiar with its features and to use it to make rent payments, if possible. See Exhibit C for instructions on accessing and using the tenant online portal. Tenants may make rent and other payments by any of the following methods:
  - a. A local check in Eastern Caribbean Dollars, using a 2.7169 exchange rate,
  - b. A check in United States Dollars drawn on a US bank,
  - c. Electronic funds transfer (known as E-Check or ACH) from a US bank via their online portal,
  - d. Credit card issued by a US bank via their online portal (see paragraph 13 for associated fees for using credit cards),
  - e. A Check drawn on a Canadian bank in US Dollars. These types of checks shall be delivered to the Landlord's US affiliate (Rohleder, Inc.) for deposit: Rohleder, Inc., Attn: Scott Rohleder, 2820 W. Fountain Blvd., Tampa, FL 33609 USA,
  - f. Bank Wire – please contact the Landlord for specific instructions.
13. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord. A late charge of US\$100 will be added

to the Rent if the Rent payment is more than five (5) days late. A two and one-half percent (2.50%) charge will be added for any payments made by credit card.

### **Security & Damage Deposits**

14. Upon execution of this Lease, the Tenant will provide the Landlord with payment of a security deposit of **US\$** to be refunded to the Tenant subsequent to a satisfactory property inspection less any charges for cleaning or repairs or missing items and provided the Tenant's payments are current. The refund, after any appropriate deductions, of this deposit will be made within 30 days of the tenant move-out date.

15. The Tenant will also provide the Landlord with payment of the first and last month's rent at least 5 days before the Lease commencement date.

### **Move-in and Move-Out Procedures**

16. Tenants shall adhere to the move-in and move-out procedures outlined in Exhibit A.

### **Maintenance Requests and Contact Information**

17. Tenants are to submit maintenance requests via their online portal. If they are unable to submit via the online portal, or if the situation requires immediate response, then the Property Manager shall be contacted via phone or email.

18. The Property Manager's contact information is:

Mr. Jermaine Chiverton (Marriott Residences 2-105)  
Office number: (869) 465-9793  
After business hours: (869) 662-8085  
[jermaine@internationalinvestmentsltd.com](mailto:jermaine@internationalinvestmentsltd.com)

### **Quiet Enjoyment**

19. The Landlord covenants that on paying the Rent each month and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### **Inspections**

20. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections

or repairs, or to show the Premises to prospective tenants or purchasers in compliance with the laws of the Federation of St. Kitts and Nevis.

### **Utilities and Other Charges**

22. The Tenant is responsible for the efficient use of electricity and water; although utilities are included in the rental fee subject to a cap of **US\$** per month. The Tenant shall be required to pay all amounts in excess of the cap immediately upon presentation of an invoice for such excessive amount by the Landlord.
23. The Landlord will pay for all related water and sewer charges for the term of the Lease.
24. The Landlord will also pay for cable TV service and basic Internet access (2 Mbps download speed) for the term of the Lease.

### **Housekeeping Services**

25. By executing this Lease the Tenant agrees to accept weekly and move-out housekeeping services as described in Exhibit B at an additional monthly fee of US\$75. If the Tenant does not desire to receive these services, then he/she must sign the refusal section of Exhibit B. In the event Tenant opts out of the cleaning service and a move-out cleaning is required, Tenant will be charged \$100 which will be deducted from the security deposit.

### **Insurance**

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
27. The Tenant is not responsible for insuring the Landlord's contents and furnishing in or about the Premises for either damage or loss.
28. The Tenant is not responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the building of the Premises.

### **Abandonment**

29. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever. The Landlord will hold the Tenant liable for any difference

between the Rent that is payable under this Lease during the balance of the unexpired term and the net rent for such period realized by the Landlord if the premises are leased to a third party. If the Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Governing Law**

30. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Federation of St. Kitts and Nevis, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

31. If there is a conflict between any provision of this Lease and the applicable Laws of the Federation of St. Kitts and Nevis (the 'Law'), the Law will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Law. Further, any provisions that are required by the Law are incorporated into this Lease.

32. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Law, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form are incorporated into this Lease.

33. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

### **Amendment of Lease**

34. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

## **Damage to Premises**

35. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Premises, the Landlord may end this Lease by giving appropriate notice.
36. If the Tenant causes damage to the Premises, whether willful or accidental, he/she shall immediately report it to the Landlord. Tenant will be liable for any expenses related to repair, replace, or otherwise make good the damage. The Landlord will invoice the Tenant for such expenses and immediate payment will be required. Failure to make a timely payment will result in material breach of this Agreement with possible termination in accordance with the provisions of this Agreement.

## **Care and Use of Premises**

37. Only Tenants whose names appear on this lease agreement will have use of the facilities at the adjoining Marriott Resort as if they were a guest of the hotel. Use of some of the resort amenities requires payment of fees. Tenants who violate this policy may have their lease agreement terminated.
38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
39. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other neighbors.
41. The Tenant will keep the Premises reasonably clean.
42. Pets of any kind are strictly prohibited from the property.
43. Smoking is strictly prohibited. Tenants violating this policy will be responsible for all costs associated with removing the smell of smoke from the unit and for deep cleaning of the furniture, rugs, linens, and other finishes subjected to damage from cigarette smoke.

44. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner, the Landlord will arrange for trash removal from the site.
45. The Tenant will not engage in any illegal trade or activity on or about the Premises.
46. The Landlord and the Tenant will comply with the standards of health, sanitation, fire, housing and safety as required by law.
47. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord.
48. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of seven consecutive days or longer, the Tenant will arrange for regular inspection by a confidant/competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.
49. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

50. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **Rules and Regulations**

51. The tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

### **Address for Notice**

52. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
  - a. The address of the Tenant is the Premises during this tenancy, and the Tenant is to notify Landlord of address after this tenancy is terminated. The phone numbers and email addresses of the Tenants are:

**Tenant 1**  
**Tenant 2**

The Tenants are to notify Landlord of any change in phone number or email address.

- b. The address of the Landlord is St. Kitts Marriott Resort, 858 Zenway Blvd, Frigate Bay, St. Kitts, West Indies, both during this tenancy and after the Lease is terminated.
- c. The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

53. The Tenant(s) island affiliation is as follows:

**Tenant 1:**

**Tenant 2:**

54. The Tenant(s) vehicle information is as follows:

**Vehicle Make:**

**Vehicle Color:**

**Vehicle License Plate:**

**General Provisions**

55. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's right in respect of any subsequent default or breach.

56. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

57. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

58. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

59. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Laws of the Federation.

60. The Tenant will be charged an additional amount of US\$50 for each N.S.F. cheque or cheque returned by the Tenant's financial institution.
61. The Tenant will be charged US\$50 for each lost key card.
62. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
63. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
64. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
65. Time is of the essence in this Lease.
66. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
67. The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
68. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the tenant or to any person for whom the Tenant is responsible.

69. The Tenant is responsible for any person or persons who are upon or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, employees, agents, invitees or other similar persons.

70. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' signs on the Premises.

IN WITNESS THEREOF the Parties hereto have duly affixed their signatures on this **Day** day of **Month, 2015**.

\_\_\_\_\_  
**Landlord**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**

## EXHIBIT A – MOVE-IN AND MOVE-OUT PROCEDURES

### MOVE-IN PROCEDURES

1. The Tenant shall relay to the Landlord via email his/her anticipated date and approximate time of arrival as much in advance as possible. The Landlord will confirm the move-in appointment via email.
2. The Tenant must submit payment of the security deposit, first month's rent, and last month's rent deposit at least 5 days in advance of move-in in accordance with paragraphs 13 and 14 of the lease agreement. Tenants will not be allowed to move in unless these payments have been made.
3. On arrival the Landlord and Tenant will perform a walkthrough of the rental unit and will document the condition of the unit as well as take an inventory of items in the unit. The Tenant will be given a copy of the move-in inspection and inventory. The Tenant should allow approximately 20 minutes for this inspection.

### MOVE-OUT PROCEDURES

1. The tenant shall schedule his/her move-out inspection with the Landlord as much in advance as possible. Tenants must understand that multiple tenant move-outs may occur on the same day and that his/her preferred move-out inspection time may not be able to be accommodated.
2. Prior to the move-out inspection the Tenant shall have cleaned the unit and he/she must be packed and ready to leave the unit immediately after the inspection is completed.
3. The Landlord and Tenant will conduct the inspection and inventory of the unit using the document prepared during the move-in inspection. The Tenant should allow approximately 30 minutes for this inspection.
4. Upon completion of the inspection the Tenant shall deliver the keys to the Landlord and vacate the unit. The Tenant will no longer be permitted entry into the unit.
5. Any charges for damage or missing items will be deducted from the security deposit held by the Landlord.
6. Security deposit refunds will be processed in accordance with paragraph 13 of this Lease.

**EXHIBIT B – HOUSEKEEPING SERVICES**

Weekly housekeeping services will be provided to the Tenant for an additional charge of US\$75 per month. This service will include sweeping and mopping of floors, dusting, vacuuming of rugs, cleaning kitchen (but not washing dishes), cleaning tubs and showers, cleaning toilet, making bed, and changing linens. The service may be terminated with a one month notice.

Tenants who do not wish to afford themselves of this service may decline by signing the bottom of this page and delivering it to the Landlord. At any time in the future the Tenant may start this service at the prevailing fee.

Tenants who utilize the weekly housekeeping service will not be required to clean their unit upon move out and will not be subject to the \$100 move-out cleaning fee.

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**DECLINATION OF HOUSEKEEPING SERVICES**

I do not wish to receive weekly housekeeping services for the fee indicated and understand that I may elect to receive this service in the future. Further, I understand that I am required to leave my unit in a clean state upon move out or be subject to the fee stipulated in the Lease.

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Printed Name

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Signature and Date

## EXHIBIT C – TENANT ONLINE PORTAL

Tenants are encouraged to use their online portal to make rent payments. Listed below are setup, access, and usage instructions.

### ONLINE PORTAL SETUP

Shortly after you sign your lease, your online portal will be established with the email address you provided in your lease. You will receive a separate email from a company called Propertyware with instructions on establishing your personal password.

### ACCESS

Go to the Marriott Residences rental home page: [www.mr-stkitts.com](http://www.mr-stkitts.com)

In the upper right hand corner select: **Resident Login**

Enter your email address and password to log into your portal.

### USAGE

Online Payments. To set up your payment account information, click on the **My Rentals** tab, then **Payment Account**, then **Edit Payment Account**. On the next screen, choose what type of online payment, E-Check (electronic funds transfer from your US checking or savings account) or Credit Card. You then will enter your account information. Required fields are identified by a vertical red line. There is no need to enter social security or driver's license information.

Please note that if you choose payment by credit card you will need to add the 2.5% fee to your payment amount. The E-Check option does not attract any fee. NOTE: "Rohleder, Inc." will appear on your bank or credit card statement.

Automatic Monthly Online Payments. The most convenient way to pay your rent and to avoid late charges is to set up automatic online payments. To set up automatic monthly online payments either by E-Check or Credit Card, simply click **Auto ePayments** in the **My Rentals** section. After reading the instruction page click **Schedule Auto ePayment** to complete the process.

Maintenance Requests. Tenants are strongly encouraged to submit maintenance requests via their online portal. This will allow the Landlord to accurately record, track, and fulfill these requests. Any maintenance issues requiring immediate attention should be made by contacting the Property Manager via phone per paragraph 18 of the lease agreement. Tenants should click on the upper **Maintenance** tab then select **New Service Request** to submit a maintenance request.