

## Residential Lease Agreement

THIS LEASE AGREEMENT ("Lease"), dated \_\_\_\_\_, by and between IIC Management Company, a St. Kitts company carrying on business at 858 Zenway Blvd, Frigate Bay, St. Kitts, West Indies, Telephone: 869-466-8000 ("Landlord") and \_\_\_\_\_ of \_\_\_\_\_, who is the Tenant ("Tenant") and \_\_\_\_\_ of the same address who is the Guarantor for this Lease ("Guarantors").

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

### Leased Premises

1. The Landlord agrees to rent to the Tenant the residential premises described as The Residences, 858 Zenway Blvd., Frigate Bay, St. Kitts, West Indies (the 'Premises') for use solely as residential premises. The premises are more particularly described as follows: The 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 carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single occupancy residence.
2. No person other than the Tenant is permitted to occupy the Premises without the prior written permission of the Landlord.
3. No guest of the Tenant is permitted to stay overnight in the Premises without the prior written permission of the Landlord but, in no event, will the guest(s) be permitted to remain overnight in the Premises for more than seven days on a cumulative basis in any six-month period.
4. Tenant is entitled to the use of one parking space in the common parking area (the 'Parking'). Tenant must provide registration information to the landlord for a parking space to be authorized. Only properly insured motor vehicles owned or leased by the Tenant may be parked in the Residences parking lot. Pursuant to Section 42 of this Lease, the Landlord has the right to have any vehicle towed that the Landlord in its sole discretion deems in violation of the Lease.
5. The Premises are provided to the Tenant furnished, including all major appliances.

### Term

6. The term of the Lease commences at 2:00 PM on \_\_\_\_\_ and ends at 10:00 AM on \_\_\_\_\_.

7. Landlord is permitted to show the Premises to prospective tenants for lease at any time during normal business hours during the term of the lease.
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 default by the Tenant, the Landlord shall have the right to immediately terminate this lease and collect all damages allowed 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 3-months written notice beginning the first day of the month following the notice together with a sworn certification that the Tenant will no longer be residing in St. Kitts as of a date certain. [For example, if the Tenant gives notice on July 15, the termination date would be October 31]. This right to terminate is subject to Landlord's acceptance, which shall be in the Landlord's sole discretion, and 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 @ \$1,600/month and only stays 3 months, those 3 months will be subject to an upward adjustment to the higher month rate of \$1,800 for a 3-month lease instead of a 12-month lease. In this instance the Tenant would be liable for an additional \$600 for the three-month period the lease was in effect.
11. For Students only: If the Tenant is issued a letter of dismissal from an academic institution in St. Kitts and wishes to exit the country, upon demonstrating such dismissal to the satisfaction of the Landlord, the Tenant's termination period as stated in Section 10 will be reduced from 90 to 30 days.

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

12. Subject to the provisions of this Lease, the rent for the Premises is **US\$\_\_\_\_\_** per month which includes parking and some utilities (collectively the 'Rent').
13. 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,
- 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.

14. The Tenant is required to pay the Rent on or before the first of each 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.

### **Security & Damage Deposits**

15. 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.

16. The Tenant will also provide the Landlord with payment of the first and last month's rent 10 days before the Lease commencement date.

17. Cancellations made more than 90 days from check-in date will receive a 50% refund of the deposit paid, or the option of a credit for the full amount, which is valid for one year from the cancellation date. Cancellations made less than 89 days from the check-in date will forfeit the deposit paid.

### **Lease Guarantee**

18. In consideration of the Landlord leasing the premises to the Tenant, the Guarantor agrees to guarantee to the Landlord all financial obligations of the Tenant under this Lease.

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

19. Tenant is required to adhere to the move-in and move-out procedures outlined in Exhibit A.

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

20. 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.

21. The Management team's contact information is:

**Rental Manager**

Mrs. Yulanda Vanterpool

Office number: (869) 466 8000

Email: [yulanda@internationalinvestmentsltd.com](mailto:yulanda@internationalinvestmentsltd.com)

**President**

Mr. Gregory Gilpin-Payne

Office number: 1 (869) 466 8000

Email: [greg@internationalinvestmentsltd.com](mailto:greg@internationalinvestmentsltd.com)

\_Skype: greg-gilpinpayne

**Quiet Enjoyment**

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

**Inspections**

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

24. The Tenant may be charged for material repairs or damage which were not immediately discoverable at the time the move out inspection was conducted but have been discovered by the Landlord within thirty days after the inspection has been completed.

25. 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**

26. 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 by the Landlord of an invoice for such excessive amount.

27. The Landlord will pay for all related water and sewer charges for the term of the Lease provided the Landlord does not determine that the Tenant has used an excessive amount of water in the Landlord's sole opinion.
28. The Landlord will also pay for cable TV service and basic Internet access for the term of the Lease.

### **Housekeeping Services**

29. By executing this Lease the Tenant agrees to sign and accept the Housekeeping Agreement (Exhibit B attached) for weekly and move-out housekeeping services at an additional monthly fee of US\$75 for Studio units and US\$100 for One Bedroom units. 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**

30. 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.
31. The Tenant is not responsible for insuring the Landlord's contents and furnishing in or about the Premises for either damage or loss.
32. 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**

33. 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**

34. 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. The venue for any claim under this Lease shall be in the courts of St. Kitts.
35. In the event any of the provisions of this Lease need to be enforced through a legal proceeding, Tenant agrees that the prevailing party shall be entitled to collect the costs and fees charged by his or her attorney, including the costs and fees associated with any appeals.

## **Severability**

36. 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 to comply with the Law. Further, any provisions that are required by the Law are incorporated into this Lease.
37. 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 to comply with that prescribed form are incorporated into this Lease.
38. If 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 after the expungement of the invalid provision.

## **Amendment of Lease**

39. 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**

40. 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.

41. 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 compensate the Landlord for 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 and permit the Landlord to terminate the Lease in accordance with its provisions.

### **Care and Use of Premises**

42. 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. If the Tenant fails to notify the Landlord promptly, the Tenant may be held liable for the cost of repair. [For example if a Tenant fails to report that there is a leak under their kitchen sink and the leak slowly causes structural damage to the kitchen cabinets, the Tenant will be responsible for all damage and repairs.]
43. In order to prevent unhealthy mold and mildew, the Tenant will ensure that the windows and doors of the Premises are kept closed and the a/c units are operated for not less than two hours per day.
44. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted, and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk.
45. The Tenant will not make (or allow to be made) any noise or nuisance which, in the opinion of the Landlord, disturbs the comfort or convenience of other tenants.
46. The Tenant will keep the Premises reasonably clean at all times. The Landlord retains the right to require the Tenant to pay to receive housekeeping services at a frequency of the Landlord's discretion if it is determined that the Tenant has failed to maintain the Premises in a reasonably clean and sanitary condition.
47. Pets of any kind are strictly prohibited from the property.
48. 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 or replacing of the furniture, rugs, linens, and other finishes subjected to damage from cigarette smoke as well as any loss of rent that might result and, in addition, may be subject to financial penalties of up to USD\$1,000 per violation.

49. The Tenant will dispose of his or her trash in a timely, tidy, proper and sanitary manner, and the Landlord will arrange for trash removal from the site.
50. The Tenant will not engage in any illegal trade or activity during the term of this Lease.
51. The Tenant will comply with the standards of health, sanitation, fire, housing and safety as required by law and good health, safety and sanitation practices. The Tenant may be subject to financial penalties of up to USD\$1,000 per violation if they fail to do so PLUS the cost of whatever damages that result from the violation.
52. 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 written consent of the Landlord.
53. 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 notify the Landlord so that he can make regular inspections of the Premises during the Tenant's absence.
54. The Landlord will ensure that the Premises has working lightbulbs at the commencement of the Lease and up to 30 days after entry. Thereafter, the Tenant is responsible for the replacement of any burned out light bulbs for the duration of the Lease and upon departure from the Premises. Replacing specialty light bulbs for the microwave and refrigerator will be the responsibility of the landlord.
55. 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.

### **Fitness Center**

56. The Tenant shall be entitled to use the Fitness Center at The Residences. No guest of a Tenant is allowed to use the Fitness Center without the written authorization of the Landlord and a payment of USD\$75.00 per day, payable in advance. In consideration of being entitled to have a guest use the Fitness Center, Tenant hereby agrees to indemnify The Residences and their owners, affiliates, employees and representatives from all claims by their guests with respect to death, injury, loss or damage to person or property however caused, arising by reason of the use of the Fitness Center.
57. If Tenant grants to a guest unauthorized access to the Fitness Center this Lease will be subject to immediate termination and the Security Deposit forfeited in full.

58. The Tenant understands that exercise, training and usage of fitness equipment are potentially hazardous activities and that the use of the Fitness Center is entirely at the Tenant's own risk. In consideration of being entitled to use the Fitness Center the Tenant hereby agrees to waive, discharge and forever release The Residences and their owners, affiliates, employees and representatives from all claims with respect to death, injury, loss or damage to person or property however caused, arising by reason of the use of the Fitness Center.

### **Basketball Court**

59. The Tenant shall be entitled to use the Basketball Court at The Residences. No guest of a Tenant is allowed to use the Basketball Court without the written authorization of the Landlord and a payment of USD\$10.00 per day, payable in advance. In consideration of being entitled to have a guest use the Basketball Court, the Tenant hereby agrees to indemnify The Residences and their owners, affiliates, employees and representatives from all claims by the guest with respect to death, injury, loss or damage to person or property however caused, arising by reason of the use of the Basketball Court.

60. If Tenant grants to a guest unauthorized access to the Basketball Court this Lease will be subject to immediate termination and the Security Deposit forfeited in full.

61. In consideration of being entitled to use the Fitness Center the Tenant hereby agrees to waive, discharge and forever release The Residences and their owners, affiliates, employees and representatives from all claims in respect to death, injury, loss or damage to person or property however caused, arising by reason of the use of the Basketball Court.

### **Pool Usage**

62. In accordance with the Pool Use and Party Rules and Regulations ("Pool Rules"), attached hereto as Exhibit D, the Tenant shall be entitled to use the pools located at The Residences. The Tenant understands that a failure to comply with the Pool Rules may result in the Tenant losing pool privileges or the Lease being terminated.

### **Guest Entry**

63. The Tenant shall ensure that Security at the guard hut is notified before any unaccompanied Guest(s) are permitted into The Residences compound and acknowledges that in the absence of doing so that such unaccompanied Guest(s) will not be entitled to enter. Tenant will be responsible for letting the Guest(s) into the building stairwell. The Guard Gate number is **7924**.

### **Hazardous Materials**

64. 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**

65. 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**

66. 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 his address after this tenancy is terminated. The phone number and email address of the Tenant are:

**Tenant:** \_\_\_\_\_ **Tel:** \_\_\_\_\_

The Tenant is to notify Landlord of any change in phone number or email address.

- b. The address of the Landlord is The Residences, 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.

67. The Tenant's island affiliation is as follows:

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

### **General Provisions**

69. 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.

70. The Tenant agrees that any default of this Lease will constitute a default under all other Leases made between the Tenant and Landlord.

71. 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 rent in arrears.
72. The Tenant will be charged an additional amount of US\$100 for each cheque returned by the Tenant's financial institution for any reason.
73. The Tenant will receive one (1) key card upon commencement of the Lease.
74. The Tenant will be charged US\$50 for each lost key card.
75. 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.
76. 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.
77. This Lease may be executed in counterparts. Facsimile signatures and electronic signatures are binding and are considered original signatures.
78. Time is of the essence in this Lease.
79. 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.
80. 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.

81. 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.

82. 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.

83. During the last 60 days of this Lease, the Landlord or the Landlord's agents will have the privilege of having access to the Premises to show prospective tenants.

IN WITNESS WHEREOF, the Parties hereto have duly affixed their signatures on this \_\_\_\_ day of \_\_\_\_\_.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Guarantor: \_\_\_\_\_

## **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 10 days in advance of move-in in accordance with paragraphs 15 and 16 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 preliminary 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 this Lease.

### **Exhibit B - Cleaning Services Agreement**

THIS CLEANING SERVICES AGREEMENT ("Agreement"), dated \_\_\_\_\_ ("Effective Date") is by and between International Investments & Consulting, Ltd ("IIC"), located at 858 Zenway Blvd, Frigate Bay, St. Kitts, Tel: 869-466-8000 and \_\_\_\_\_ ("Customer") whose residence is **The Residences Unit \_\_\_\_\_** ("Unit").

WHEREAS, IIC provides housekeeping services to customers at The Residences and Marriott Villas and the Customer wishes IIC to provide housekeeping services to the Unit on the terms and conditions set forth in the Agreement.

NOW THEREFORE the parties hereto agree as follows:

#### **Services Provided**

1. The Customer hereby agrees to engage the IIC to provide the Customer with housekeeping services consisting of the following:

All Floors – sweep, spot-mop as necessary, vacuum area rugs

All Furniture – dust and wipe (if necessary), straighten pillows

Bathroom – clean toilet bowl, wipe bathtub, wipe shower door(s), clean mirror, wipe countertop, wipe sink

Kitchen – wipe countertops, clean sink, wipe appliances as needed

Bed – make bed, straighten throw pillows, put new linens on bed (only if washed by Tenant and left out)

Trash – remove trash from unit

The following items are specifically not included in the scope of services: washing dirty dishes, cleaning excessive grease from cooktops, cleaning the insides of refrigerators or freezers, any type of laundry, excessive trash removal.

2. Frequency of services shall be once per week (Monday to Friday) between the hours of 9:00am to 5:00pm. We shall attempt to schedule the service on the same day weekly, subject to allowances for Public Holidays and manpower considerations.

### **Term**

3. The term of this Agreement commences at 12:00 noon on \_\_\_\_\_ and ends at 10:00 am on \_\_\_\_\_.

### **Compensation**

4. For the services rendered by IIC as provided for in this Agreement, the Customer will compensate IIC **US\$\_\_\_\_\_ per month** which shall be due and payable in advance on the first of every month. The Customer is encouraged to pay using his/her online tenant portal.

### **Termination**

5. The Customer may terminate this agreement at any time by giving 30 days' written notice to the IIC.

### **Amendment of Agreement**

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

### **Address for Notice**

- a. For any matter relating to this Agreement, notices shall be delivered to the addresses listed above.
- b. The phone number of the Customer is:
- c. The email address of the Customer is:

The Customer is to notify IIC of any change in phone number or email address.

### **General Provisions**

7. This Agreement shall be governed by the laws of St. Kitts and Nevis.

8. This Agreement will constitute the entire agreement between the IIC and the Customer. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent incorporated in this Agreement.
9. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

The Parties hereto have signed this Agreement as of the Effective Date.

TENANT:

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**LANDLORD**



**LIST OF SERVICES PROVIDED:**

**Kitchen Cleaning**

- Wash dishes
- Scrub & wipe kitchen sink
- Clean microwave inside and out
- Dust & wipe tables and countertop
- Clean stove top
- Clean Refrigerator & Freezer doors
- Wipe dining table

**Bedroom Cleaning**

- Dust & wipe dresser
- Change linens, make bed & straighten pillows
- Dust and wipe bed frames, night stands, table lamps & picture frames
- Sweep floors, behind & under and sofa bed, under the bed, under the night stand
- Vacuum and Mop floors

**Living Room Cleaning**

**RATES**

**Bathroom Cleaning**

- Clean mirror
- Scrub & wipe bath tub & shower glass door
- Clean bathroom sink and countertop
- Scrub toilet bowl & tank

**Free Days a Week**

**Studio \$150**

**-Bedroom \$200**

**Bedroom Villa \$300**

ble, Wipe entertainment center/

in windows & window sills

id & under and sofa bed, stands  
sher/dryer

o & balcony floors

**DECLINATION OF HOUSEKEEPING SERVICES**

I do not wish to receive housekeeping services for the fees indicated above 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 a cleaning fee of not less than USD\$100.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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 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. 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.

## **EXHIBIT D – POOL USE AND POOL PARTY RULES & REGULATIONS**

### **GENERAL:**

The following rules and regulations are for the protection of all the tenants and their guests who use the swimming pool facility. Failure to follow these rules and regulations can result in ejection from the pool facility and/or in possible loss of all pool-related privileges.

1. No Lifeguards are on duty at these pools. Tenants and guests swim at their own risk. Should a problem arise whilst using the pool please contact security at the front gate or landlord. For serious injuries or life threatening conditions immediately contact Emergency Services at 911.

2. NO GLASS of any kind is allowed inside of the pool area.

3. NO PETS are allowed in the pool area.

4. All persons who desire to use the pools for parties or to otherwise entertain guests at poolside must check with the landlord's office for permission.

5. Use of the Residences Pool Facilities by Guests

a. Anyone **who DOES NOT reside** in The Residences is considered a guest.

i. If the pool facility is booked by a tenant for a private party, all party guests are allowed to use the pool facility without having to pay a guest fee.

ii. Persons employed on a temporary or periodic basis by Tenants to supervise their child/dependant (i.e. a babysitter) may use the Pool Facilities only while supervising the Member's child/dependant and only after The Residence Management (Management) has received the required written permission

b. Persons employed by Members, to supervise their children, who live with the Tenant on a permanent basis shall be classified and treated as a member of the Tenant's family and the Tenant shall notify the landlord of such an arrangement so that the tenant records list the employee as a family member.

6. Age Restrictions for Pool Use

a. CHILDREN UNDER 12 YEARS OLD MUST BE ACCOMPANIED BY AN ADULT.

b. An "Adult" is defined as any person over 18 years of age. A caregiver may qualify as an "Adult" if: (i) the caregiver is 15 or older; (ii) the caregiver is hired by a Tenant to

supervise their child/dependant; (iii) the Tenant (parent) and the caregiver's parent (if the caregiver is at least 15 years old and younger than 18 years old) provide landlord with written permission allowing that individual to supervise the child at the pool. If the caregiver is older than 18 years of age, the Tenant (parent) must provide landlord with written permission allowing the caregiver to supervise the child at the pool. The caregiver must provide a copy of the written permission to landlord upon their first visit to the pool. (Note: As a result of this rule, caregivers under the age of 15 are not allowed to supervise member children at the pool without the child's parent being present as well.)

c. A single violation of pool rules by either the child or a caregiver who have each been given special permission to access/use the pool that results in a Written Disciplinary Letter will cause this privilege to be rescinded for the balance of the tenancy.

d. If it is necessary for landlord to remind the caregiver of their responsibilities more than twice in one day, a Written Disciplinary Letter will be issued.

e. At the option of landlord, anyone under the age of 18 may be required to pass a swimming test before they are allowed to come to the pool without an adult.

7. Horseplay, such as running, pushing, dunking, or excessive splashing, is not permitted.

8. Clean bodies only. We do not have showers at the facility but please try to remove grass, etc. from your feet when entering the pool from the grass area.

9. Admission to the pool may be refused to ANYONE with infectious disease, sores, or rashes.

10. Profanity, improper behavior, or vulgar remarks are prohibited.

11. Any child wearing a flotation device of any type must have constant parental supervision in order to assure the child's safety. Any flotation device may deflate, fail, or come off without warning. Flotation devices for children (such as arm floats) are not safety devices and should not be considered such. Your child can still drown. Supervision of children wearing flotation devices means giving your child your undivided attention while they are in the water.

12. The landlord may prohibit the use of "floats" of any type at their discretion. Floats are not permitted in the pool when the pool is crowded.

13. Calling for "HELP" when not needed is forbidden. Doing so is viewed as extremely serious and is cause for loss of privileges on the first offense.

14. No Diving is permitted.

15. No tennis or other hard balls allowed in the pool or pool area.

16. NO FOOD OR DRINKS allowed in the pool. Space is available on the pool deck area for eating and drinking. All trash is to be put in the proper containers and the deck area is to remain clean.

17. Adults have first right of use for tables, chairs, and lounges.

18. In case of a medical emergency, notify Security 662-2026, Management 662-8085 and call 911.

### **POOL AREA PUMP ROOM**

No tenant or guest will be allowed to go into the pump room.

### **POOL PARTIES**

The Pool Facility is available for rent for private parties by Tenants only subject to approval by landlord. Availability is on a first come first serve basis and cannot conflict with any planned Residence activity. Private parties must end by 7:00 pm.

#### **What rules apply to the party?**

No Lifeguards on duty. Tenants and guests swim at their own risk.

Large parties will not be permitted during pool hours on holidays, Friday evenings, Saturday afternoons, Sunday afternoon or when another function/party is already scheduled. Scheduling parties with **over 15 people attending** that are to be held during normal pool hours is at the discretion of landlord.

When giving a party, the host tenant is responsible for cleaning up and returning the facility to the way that they found it. All parties require a signed agreement with the landlord and tenant to cover the costs by the tenant of possible damages and/or clean up. Failure to leave the facility the way it was found will result in a charge to the tenant, charges incurred for actual clean-up, and may result in loss of future pool rental privileges.

All children's parties require one adult chaperone 18 years of age or older for each 10 children under the age of 18.

The host tenant is responsible for all of their guests. The host tenant further assumes all liability beyond normal pool insurance and safety concerns. This includes responsibility for alcohol consumption and resulting behavior and liability. It is understood that the consumption of alcoholic beverages is limited to persons over eighteen (18) years of age.

**How do I sign up for a party?**

A Party Use Form must be filled out at the Management Office. The Party Use Form must reach Management no later than 7 days prior to the scheduled party.