

EXCLUSIVE PROPERTY RENTAL CONTRACT

This Agreement is subject to the following terms and conditions:

1. Agreement

By signing the booking form, the Customer accepts these conditions and confirms that he or she is authorized to do so on behalf of all other persons who will be with him/her at the venue thus forming a contract between the Bamboo Garden Hotel and the Customer; which in turn forms a contract between the hotel or property manager and the Customer. These booking terms and conditions must be read in conjunction with the rented property policies.

2. Prices

Prices are advertised in Peso per Venue per night. Rates quoted are upto a maximum of 50 pax. The number of guests staying in a property cannot exceed the maximum number of guests published or agreed in the bookings confirmation.

3. Price guarantee

Bamboo Garden Hotel guarantees the price of your accommodation will not change after you have made your booking and we have issued a confirmation invoice. The offer does not apply to misquotes or pricing errors.

4. Reservations

To secure the booking we require a confirmation and a deposit of 50%. We will issue an invoice. The balance is payable 7 days prior to your rental.

5. Extras

Where extras such as tables, high chairs, or extra beds will require an additional charge. However if the property does not have such items available, the customer will be informed of that at the time of booking.

5.1 Requests

Special requests (for example early check-in or late check-out) are not guaranteed, however we will always do our best to comply with these provided they are made well in advance of your departure or arrival. To secure an early check in and late checkout an additional P300 per hour is required for upto a maximum of 3 hours provided that the venue is available and with no prior bookings.

5.2 Events

The venue must be informed if the Customer is planning to hold a dinner party or special function exceeding the maximum recommended number of guests during their stay and prior to booking the venue.

5.3 Car Rentals

Our office staff will be happy to arrange to provide car rentals for guests. We have a reputable car rental partner in Gensan. For high season period we recommend that you book your car well in advance.

5.4 Airport Transfers

Return airport transfers can be arranged in advance. A standard rate of P700/transfer per maximum of 7 people.

6. Payment conditions

A deposit of 50% of the price the resort/venue is payable at the time of booking. The balance of your holiday as shown on the Confirmation Invoice must be paid in full at least 7 days before your arrival, or where the booking takes place less than 7 days before your arrival the full amount is due immediately to secure the booking. If the balance is not paid 7 days before your arrival we reserve the right to retain the deposit, cancel your booking and apply our cancellation charges as set out in Clause 7 below. Venue rates are categorized in low, high and peak seasons.

6.1 Payment Methods

You can pay in cash, check or pay online via PayPal account. We use PayPal as our merchant to process credit card payments and an additional 3% PayPal fee is added to the invoice. We also accept International bank transfers. This can be paid in USD or PHP. You are responsible for all bank fees.

7. Changes or Cancellations made by the Customer

The Customer must notify changes or cancellations made to the booking to the Company 7 days before the scheduled rental. Rebooking is allowed provided that the new date is available and no booking has been arranged. An administrative charge of P1000 per booking for each change shall apply in addition to any costs levied by our supplier as a result of the change of details. Such charges will be notified to the Customer. Where the Customer has requested a change to the date of the holiday less than 7 days prior to arrival, the holiday booking shall be deemed cancelled and the cancellation charges referred to below will apply. Any changes to the number of people in your party must be advised to us as soon as possible and where applicable any payment required by you in respect of additional persons shall be made in full if the change is requested less than 7 days prior to arrival.

In the event that you cancel a confirmed booking, the following penalties will generally apply:

- 50% of the deposit amount or P1875 whichever is lower will be forfeited if the cancellation is made more than 7 days before the event.
- 100% of the deposit amount or P3750 whichever is lower will be forfeited if the cancellation is made between 3- 6 days before the event.
- 100% of the Basic Package will be forfeited should the customer decide to cancel the reservation 1 day before the event.

The applicable penalty amount will be deducted from the amount of your deposit, and the Company will refund any remaining balance to you.

8. Changes or Cancellations made by the Company

8.1 Minor Changes

Most alterations or changes to confirmed holiday arrangements are minor, for example the withdrawal of facilities at your accommodation; changes made by the property owner or manager but not advised to us; typographical errors within the property description. We will always do our best to advise you of such changes. We always inform you of any changes that may have taken place since descriptions were written/checked, or since you made your booking, just as soon as we are made aware. Holidays are planned well in advance, and there may be times when our property owners alter or temporarily withdraw services or advertised facilities, without prior warning to us.

Please note in the case of a refund, Bamboo Garden Hotel is not responsible for bank fees to transfer the refund to you.

8.2 Major Changes

Although unlikely, we do reserve the right to substitute different accommodation to that booked by the Customer of a similar or equivalent standard. In the event of a major change the Customer has either the option of accepting the alternative accommodation offered by the Company (for the avoidance of doubt where the alternative accommodation has a lower price than the amount that the Customer has paid the Company will refund the difference and where the alternative is of a higher price than the Customer has paid then the Company reserves the right to charge the Customer the difference between that amount and the increased price) or the Customer has the option of cancelling their rental and the Company shall use its best endeavours to promptly refund all monies paid.

In the unlikely event that circumstances beyond our control necessitate the cancellation of your rental we shall use our best endeavours to promptly refund all monies paid and the Company shall not be liable for any additional compensation.

9. Your Accommodation

9.1 Occupancy

Your accommodation is reserved for the exclusive use of the persons named and his/her companions on the confirmation invoice and no other person(s) may use

the property. The number of guests staying in a property cannot exceed the maximum number of guests published or agreed in the bookings confirmation. Customers must inform the Company in advance in writing about any other guest's arrival whose names are not in the booking confirmation.

No furniture may be moved beyond the rooms in which it is installed without the written authorization from the owner.

If during your stay you find it necessary to reposition furniture within a room, the please do so with extreme care and reinstate everything to its original location before your departure.

Any damage resulting from the moving of furniture will be charged to you. If the owner's agents have to move furniture back after your departure the owner will charge the cost of this to you, as it entails sending staff specifically to the property to undertake this task. The costs incurred will be deducting from your security deposit.

9.2 Venue Security Deposit

Security Deposit is required in lieu of any charges in respect of the damage to furniture, appliances and fixtures. The deposit, subject to the events listed in this clause shall be refundable and repaid to you within 7 days of the date of your departure from the accommodation.

Your liability for the property extends beyond the "Venue Deposit" taken for you accommodation. Any damage caused to the property must be reported to the office admin or property admin of the property immediately and any damage cost will be deducted from your house deposit. If you are traveling with children, please take care that they do not use crayons and paints on the cushions, walls, and sofas. For fabric stains that cannot be removed the resort will charge guests for the cost of replacement.

The Customer is responsible for leaving the property in good order and in a clean condition. The Customer further undertakes to pay for any damages or losses incurred during occupation. The hotel reserves the right to repossess the property if the Customer or a member of the party has caused excessive damage.

9.3 Services in the Accommodation

All available services shall be discussed during booking. Any other service request, like massage therapists and other caterers and food providers shall be subject for approval.

For your own personal security and safety, you are required to follow all safety notices and restrictions posted around the resort. The owner of the rented property cannot be held legally responsible for any loss or injury sustained whilst on or off the resort.

9.4 Security Issues

9.4.1 Your belongings

All baggage and personal belongings retained at the property are kept at the Customers risk. You are advised to secure the property and personal items in your room when you are not in the venue and at night.

9.4.2 Swimming pool

The swimming pool of the venue is used entirely by the Customer, Customer's group or its guests at their own risk. Since accidents happen, we advise you to always take great care when using the pool. We further advise that neither you nor any member of your party should dive into the pool, or use the pool while under the influence of alcohol. Please be aware that the pool doesn't come equipped with pool fences for children. Children in the swimming pool area should be supervised at all times.

The Customer hereby releases Bamboo Garden Hotel, its owner and its staff including property admin, of any claims demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of any kind with respect to personal injury while using the venue's pool.

9.5 Complaints

We are committed to offering you the best holiday accommodation available. However, should the Customer have caused for complaint whilst on holiday the

Customer should contact the Company's local representative or admin whose name and contact details are set out on the confirmation form. If the Customer is unable to reach the local representative or is not satisfied with the resolution to any issue provided by the local representative or admin, the Customer is advised to call the Company whose contact number is listed on the Confirmation Invoice, and we shall use reasonable endeavors to rectify the problem except where circumstances are beyond our reasonable control. If the complaint cannot be rectified whilst the Customer is on holiday the Customer should contact the Company in writing within 7 days of returning home from their booked holiday with Bamboo Garden Hotel.

9.6 Arrival at and Departure from your accommodation

On your first day, your property is ready for your arrival at some time between 2pm and 3pm later by arrangement. Let us know your expected arrival time so we can plan to minimize any delay to your check-in. On your departure day your property checkout time is 11am / 12pm (see invoice) unless otherwise arranged with our local agent or house manager. We always try to arrange check-in and check-out times to suit our customer's departure times.

Where members of your party stay beyond the time of 11am / 12pm (see invoice) on the day of departure without the consent in writing of the Company we reserve the right to invoice the Customer in respect of any additional days spent at the accommodation, any additional cleaning time deemed by local cleaning staff, and any loss caused to the Company as a result of disturbance made to other holiday makers who would have been using the accommodation had it not been for the late departure of your party..

9.6.1 Directions and Maps

We provide clear easy to follow directions giving the precise location of our venue. If you would like to request for transfer or pick up, we would be very happy to arrange for a private car rental.

9.7 Collection and return of keys

The collection and return of the accommodation keys is always the responsibility of the Customer. The keys should be either collected from caretaker / property admin unless stated otherwise at the time of booking. At the end of the holiday it is the Customer's responsibility to return the keys to the same place where collected.

9.8 General Issues

We reserve the right to terminate your holiday in the event that your behaviour or that of a member of your party is such that it is likely to cause distress, damage, danger or annoyance to employees, property or any third party. If you or a member of your party are prevented from travelling because in the opinion of any person in authority you or a member of your party appear to be unfit or likely to cause discomfort or disturbance to other parties, we will have no further liability to complete your rental arrangements. We will not be liable for any refund, compensation, or any additional costs incurred by you. We cannot accept any liability for the behaviour of others staying at our accommodation.

Where road works or public works occur at short notice or without notice, and which are outside of our control, we cannot be held liable for any inconvenience to you.

9.9 Photographs

The photographs on our web site are normally up to date and give a general impression of the property or resort. However, the Company does not take any responsibility for any views or objects such as furniture etc. which appear in the pictures, but may have been removed or changed, nor for any changes to aspects of views since the pictures were taken, or descriptions compiled.

10. Pets and Animals

The guests are allowed to bring their pet to the venue provided that they perform their due diligence in cleaning up their pet's waste and to keep them from damaging property.

10.1 Insects and Pests

Insects and Pests are inevitable present in a garden with plentiful vegetation. This is normal and the owner cannot take action to totally eradicate the problem but only control it. The property is subject to control treatment.

11. Force Majeure

We cannot accept liability in any circumstances where performance and/or prompt performance of our obligations is prevented as a result of war, riots, civil strife, terrorist activities, natural disasters, industrial disputes, fire, nuclear explosion or adverse weather conditions.

12. Personal Requirements

12.1 Passports & Other Identification Cards

2 Valid ID's of the Customer representing the whole group should be presented to the admin upon booking.

12.2 Insurance

We strongly recommend that you take out a comprehensive insurance to protect you and all those that accompanying you for the full time of your visit against illness, injury, death, loss of baggage and personal items, cancellations and other travel contingencies. We also strongly recommend a health insurance that covers medical evacuation for emergencies. The owner is not responsible for Customer property loss or damage.

12.3 Personal Health

Please tell us at the time of booking about any medical condition or infirmity of any member of your party that might be relevant to your holiday so we can offer services that may assist and make your trip even more comfortable.

13. Smoking Policy

Smoking is not permitted anywhere in the resort.

If guests are found to have smoked inside the rooms or within the premises of the property, the full security deposit will be forfeited to cover the costs of cleaning the Air Conditioning System and fumigating furnishings etc.

14. Agreement Non-compliance

Customers assure the Owner that any tenant who violates any of the terms of this Agreement shall be immediately denied occupancy and shall remedy any damages or other expenses caused by the Customer and/or the Customer guest(s).

15. Lawful Use

Customers and/or their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises. Any inappropriate or destructive behavior could result in the eviction of the entire Customers group without refund.

16. Non-Waiver

Should either Owners or Customers waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Owners may know when accepting rent that Customers are violating one or more of this Agreement's conditions, Owners in accepting the rent are in no way waiving their rights to enforce the breach. Neither Owners nor Customers shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

17. References in Wording

Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Owners' and Tenants' heirs, executors, administrators, or successors, as the case may be.

18. Waiver & Release from Liability

Customer hereby waives and releases, indemnifies, hold harmless and forever discharges the Owner and Bamboo Garden Hotel and employees including property admins from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, including claims of Owner or their employee negligence, whether known or unknown, in law or equity, that Customer ever had or may have arising from or related to participation in any of the events or activities, and for the duration of the stay at the venue. Owner and Bamboo Garden Hotel and its employees are not

liable for loss, damage of property, to/of Customer or its group or guests.

Customer assumes any risk, and takes full responsibility and waives any claims or personal injury, death or damage to personal property associated with the stated venue including but not limited to man-made hazards associated with the property such as slippery shower basins, tubs, swimming pool facilities and natural hazard: such as holes, ditches, or other irregularities in terrain and using the terrain including walking, or related activities. Customer primary contact needs to be at least eighteen (18) years of age.

No liability is accepted by the owner or Bamboo Garden Hotel whatsoever for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the use of the vacation home or pool. This waiver extends to people visiting the vacation home as guest of the client(s).

The venue is situated on a community, which consists of both residential and commercial establishments. The owner or Bamboo Garden Hotel cannot be held responsible for any ongoing construction or alterations to existing villas or any noise on or around the community.

Bamboo Garden Hotel Basic Rental Inclusions:

- 5 Air-conditioned Rooms with Double Sized Bed and Led TVs
- 1 KTV Room (Until 12 Midnight Usage)
- Kitchen Bar (Refrigerator, Rice Cooker, Electric Stove & Microwave)
- Kitchen Utensils
- Unlimited Usage of Pool
- 2 Towels and Linens per room
- Tables and Chairs
- Simple Table Setup
- Check in Time: 2pm
- Check out Time: 11am

Please Note: For Packages without Catering, kindly follow the Clean as you Go policy or pay P500 as Cleaning Fee which can be deducted from security deposit.

The Security Deposit shall also apply to any damages or missing items in the property which shall be assessed by the management.

I hereby agree to the terms and conditions of the property and I will abide and follow its rules and policies. Failure to comply, the management can forfeit the security deposit.

Conforme:

In Behalf of my Group/Family

Date Signed: