

ALMADEA LTD

Avenue des Tamariniers, Black River, Mauritius, Tel.: 483 8076 Fax: 483 8076, Email: royal-mauritius@intnet.mu

RENT AGREEMENT

This AGREEMENT is made this _____ day of _____ 20__, between

on the one hand,

ALMADEA LTD, Allée des Tamarinniers, Black River, Mauritius, **THE LESSOR**

and on the other hand,

_____, representing a group of ___ guests, **THE LESSEE**

1. DESCRIPTION of the LEASED PREMISES

1.1. The Lessor hereby leases on an “as-is” basis to _____ and her group of ___ adults and ___ children one fully furnished villa (Villa _____), at _____, Mauritius) hereinafter referred to as the “Leased Premises”).

1.2. All the information given in the said Villa and Services Presentation annexed is in accordance with the circumstances as on June 1st, 2009. Possible and minor discrepancies in the description of the leased premises and services offered shall not justify a claim for compensation, if the disturbance is not significant.

2. RENTAL PERIOD, ARRIVAL, DEPARTURE and RATE

2.1. The Lease is made for the following period and rate and to accommodate the number of guests indicated below:

2.1.1. Arrival at the villa:

2.1.2. Departure from the villa:

2.1.6. Rental for the period:

2.1.7. Deposit payment 30% or

2.2. Any reference to a Lessee in this Agreement shall be deemed to be a reference to the person booking the leased premises and to any other person sharing the villa with the person who has booked the leased premises. The premises are leased for the number of guests specified in paragraph 1.1 and no additional persons shall be allowed to spend the night in the leased premises.

2.3. Subject to clause 2.0, the Lessor shall allow the lessee quietly and peacefully to exclusively hold and enjoy the property leased and the attached services during the

lease without interruption from the Lessor or any person rightfully claiming under or in trust for the Lessor.

3. INSPECTION OF PREMISES

3.1. Lessee shall permit the Lessor and/or his agents at any time with or without workmen and officers to enter the premises after intimation, to view the state of repair and/or for the purpose of taking inventories of the Lessor's fixtures and fittings therein, or of doing such works and things as may be required for any repair, alteration or improvement to the premises provided that reasonable prior notice of such inspection has been given to the Lessee. The Lessor and/or his agents and workmen in so doing will cause as little inconvenience as possible to the Lessee.

3.2. The Lessee shall authorise the Lessor or its accredited representative to visit and inspect the premises leased to ensure that all the conditions of the present lease are being complied with or implemented by the Lessee provided that reasonable prior notice of such inspection has been given to the Lessee. The Lessee shall give the Lessor or its representative during such visits all assistance and information and allow the free inspection of the premises leased, the equipment and all other appurtenances forming part thereof.

4. LEASE PERIOD and CANCELLATION

4.1. The booking period is the one indicated in paragraph 1.2.

4.2. Cancellation or modification of booking is made by the Lessee by sending an e-mail to the following address: royal-mauritius@intnet.mu .

4.2.1. The booking cancellation penalties are determined as follows:-

4.2.2. Cancellation 76 days or more prior to the beginning of the rental:- the Lessor shall retain 15% of the rent;

4.2.3. Cancellation between 75 and 45 days prior to the beginning of the rental:- the Lessor shall retain 25% of the rent;

4.2.4. Cancellation between 44 and 31 days prior to the beginning of the rental:- the Lessor shall retain 50% of the calculated rent;

4.2.5. Cancellation between 30 and 16 days prior to the beginning of the rental:- the Lessor shall retain 60% of the calculated rent;

4.2.6. Cancellation 15 days or less prior to the beginning of the rental:- the Lessor shall retain 100% of the calculated rent.

4.3. The cancellation penalty shall be deducted from the deposit paid by the Lessee and the balance thereof, if any, shall be reimbursed to the Lessee.

4.4. A reduction of the booking period shall be allowed only with the prior approval of the Lessor and might be subject to a penalty, the amount of which shall be communicated to the Lessee.

5. SUB-LETTING

The Lessee shall neither sublet all or part of the leased premises.

6. PAYMENT OF RENT AND OTHER CHARGES

6.1. The rent payable for the period booked is the one confirmed by the Lessor through email and indicated in paragraph 2.1.

6.2. The Lessee shall pay a deposit amounting to 30% of the calculated rent at the time of final confirmation of the booking. The payment of the deposit shall be made by SWIFT transfer into the Lessor's bank account net of all transfer fees, costs and charges:

Almadea Ltd
Barclays Banl Offshotre Unit
Port Louis, Mauritius
Compte: 780 9868
Swift: BARCMUMUOBU
IBAN: MU81BARC0305000007809868000EUR

6.3. The booking becomes effective and irrevocable only after receipt of the evidence of the deposit payment from the Lessor's bank.

6.4. The balance due on the rent shall be paid by SWIFT transfer 30 days prior to the beginning of the period booked. Failure to pay the said balance as aforesaid shall amount to a cancellation of the booking and the deposit made by the Lessee shall be forfeited.

6.5. Additional Charges: Water and Electricity charges are included in the rent. Other charges such as telephone, shopping bills, petrol for cars and boat shall be supported by the Lessee and paid to the Lessor from time to time and prior to the Lessee's departure from the leased premises.

6.6. Deposit: A refundable deposit of Euro 500 shall be paid by the Lessee on the first day of occupation of the leased premises and shall be reimbursed to the Lessee on the last day of occupation of the leased premises. Any additional charges and any amount representing damages caused to the leased premises or its furniture, fittings or equipment might be deducted from the aforesaid deposit. A further refundable deposit of Euro 500 for each of the cars included in the rent shall be payable by the Lessee on the first day of occupation and shall be reimbursed on the last day of occupation except in case of damages to the car(s).

7. USE OF THE PREMISES

7.1. The Lessee shall keep the premises leased in a neat and tidy condition.

7.2. The Lessee shall not carry out any illegal or prohibited activities within the property leased.

7.3. The Lessee shall not carry out any works in or alter in any manner whatsoever the leased premises without the written consent of the Lessor.

7.4. The Lessee shall keep the leased premises in good and tenable condition, fair wear and tear excepted, to the satisfaction of the Lessor who will have it inspected at any time.

7.5. The Lessee shall be wholly responsible for all losses and damages and to bear the full cost and expense of repairs and reinstatement of any damage to the leased premises, equipment, fixtures, fittings, drain, cable, wiring and piping above and below ground level, if the cause or causes of such losses and damages caused by the Lessee's faults, whether or not activities giving rise to the damages are done with the consent of the Lessor.

7.6. The Lessee shall be responsible for any damage to the premises caused by the Lessee, or his staff or visitors. The Lessee shall promptly arrange for making good any damage so caused.

8. SAFETY PRECAUTIONS

8.1. The Lessee shall not without the Lessor's prior written approval and that of the competent authorities stock or store on the premises any inflammable or dangerous material or any article, store or other merchandise generally whatsoever whether edible or not which are in a state of putrefaction or which can give off any noxious odour.

8.2. The Lessee shall not carry out any dangerous activity in the leased premises which might cause damages to the leased premises or bodily injuries to the Lessee or any person in the leased premises.

9. BURGLARY

9.1. The Lessee shall be responsible to insure himself against burglary in relation to all his belongings found in the leased premises. In case of burglary on the leased premises the Lessee shall not hold any claim against the Lessor.

10. LIABILITY

10.1. The Lessor shall not be liable for:

- 10.1.1. Cases of force majeure such as war, civil war, fire, epidemic plague, strike, oil pollution, bugs plague, etc;
- 10.1.2. Occasional breakdowns or failures of electrical equipment, which were caused by abrasion inappropriate operation or otherwise;
- 10.1.3. Of water or power supply etc;
- 10.1.4. All the descriptive details which do not affect the hired object directly;
- 10.1.5. Occurrences or disturbances of the surroundings of the leased premises, which were not predictable, like building activities not known to the Lessor;
- 10.1.6. Personal injuries to the Lessee or its guests not caused by the Lessor's fault.

10.2. The Lessor shall not be liable for theft, fire loss or water damage in relation to the belongings of the Lessee, which could take place in the leased premises during the Lessee's tenancy. The Lessor recommends that the Lessee contract a luggage insurance and / or foreign liability insurance against such risks.

10.3. The Lessee shall hold the Lessor indemnified and shall take over any legal action entered against the Lessor for any damage or bodily injuries caused by the Lessee or its guests to third parties including the Lessor's staff.

11. LAW and JURISDICTION and SAVINGS

11.1. The law governing the contract shall be the Mauritian Laws and the jurisdiction for any dispute in relation to the present contract shall be the competent jurisdiction in Mauritius.

11.2. If any provision of this Lease Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

For the Lessor:

For the Lessee:

Almadea Ltd

Date:

Date:
