

# Rental Agreement

Between

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And

*Be Our Guest Hermanus*

The Owner \_\_\_\_\_ gives his consent that *Be Our Guest Hermanus* will manage, rent and market his/her property address:

\_\_\_\_\_

## **Agent Responsibilities:**

1. Put property on website and all other forms of marketing in order to obtain bookings.  
Example: "Lekker slaap, Air bnb, Booking.com. etc" (Commission for owner)
2. Advertise the property for rental income.
3. Cover all costs with regards to advertising and marketing
4. Network and promote the property with local communities.
5. Give the owner regular feedback as to the nature of these advertising.
6. Link with other agents and rental companies where it is deemed beneficial.
7. Provide the owner with regular notification of bookings.
8. Apply the agreed rates for the various seasons [Appendix 1], unless otherwise agreed in writing with the owner.
9. Handle all payments from guests and to owner.
10. Deal with the entire booking procedure, with regards to contracts, payments etc..
11. Meet and greet the guest, and explain all facilities, alarm system etc.
12. Strictly enforce the House Rules [Appendix 2]
13. Help the guest arranging booking of tours and info for the area etc.
14. Be available in the event of any problems occurring during the guest's stay (including plumbing, electrical etc.). – For owners account
15. Provide support to the owner in the event that any repairs are required.
16. Supervise the guest checkout procedure [including returning of keys and checking of inventory and property and contents loss or damage].
17. Withhold guest deposits to make good any property or furnishings damage or replace any lost or broken or damaged inventory items.
18. Arrange and supervise cleaning of the house, at the expense of the guests.
19. Provide a short report, after each rental, notifying the owner of any breakages, losses, equipment malfunctions etc. and the action taken to rectify same.
20. Supply the owner with a monthly reconciliation of income earned, expenses deducted and payments made to the owner, when property rentals have taken place.

## **Owner Responsibilities:**

1. Notify agent well in advance of personal occupancy.
2. Provide a detailed, room-by-room, inventory on signing of this agreement, which will be checked and signed off by the parties.
3. Maintain the property to an acceptable standard, inside and out, furniture included.
4. Have all necessary repairs done as soon as possible, in order not to jeopardise any potential or existing bookings.
5. Have such repairs done to an acceptable standard that does not compromise the comfort and safety of the guests.
6. In the event that urgency necessitates the agent arranging for repairs to be done, reimburse

the agent, through rental income deduction, for all repairs arranged by and paid for by the agent

7. Pay any rates and taxes on the property.
8. Pay any electricity, water, gas etc., usage on the property.
9. Insure the property and the contents of the property [excluding the personal effects of any rental guests].
10. **Provide adequate public liability insurance [currently R 5 million] with respect to the property, as per government legislation.**
11. Supply a copy of this insurance to the agent before occupancy date.
12. Provide the insurance broker's details and make sure that they or a representative are available in the event a claim arising.
13. Appoint a cleaning company to do pre and post cleans.

### **Booking & Payment Procedure**

1. Guests must pay a 50% deposit, within 48 hours after making a reservation, in order to secure the booking. (Proof of payment must be provided).
2. At the same time, guests must complete a booking agreement form, accepting the House Rules, payment instructions, deposits etc.
3. Cancellations for the peak seasons may not be made less than 3 months prior to arrival date, and less than 2 months prior to arrival date for off-peak periods.
4. Five (5) days prior to arrival, the guest pays the balance of the booking value.
5. A refundable breakages deposit (equivalent to one day's rental) is due in cash [international guests only] on arrival.
6. Owner receives full payment of the booking, less agent (**Be Our Guest Hermanus**) commission, and less agent (Lekker slaap, Air bnb, Booking.com. etc) the moment the guests have paid the final payment for their stay.

### **Agent Commission**

1. Agent receives a commission of 15% of gross rental income, in return for meeting all the obligations covered above.
2. Agent will only charge commission when directly involved in the booking and managing a rental of the property.
3. The owner continues to have the right to the property and may independently rent out the property when it is available or use it for personal purposes.
4. Both parties will abide by the bookings displayed on agent's website and will work together to maximise rental of the property.

### **Duration & Cancellation**

1. The initial period of this agreement will be for 12 months, commencing \_\_\_\_\_, 2018.
2. Either party may withdraw from the agreement by providing 30 days written notice.
3. The notice option allows the owner to take occupation of their home for the purpose of permanent residence or to sell the property.
4. The notice period [30 days] helps the agent with website property listing control.

## **Agent Mandate**

The owner hereby gives the agent the authority to:

1. Find suitable, short term, rental guests for the property.
2. To advertise, market and promote the property as part of a rental pool.
3. Commence renting the property as from \_\_\_\_\_, 2018.
4. Collect all monies due with respect to the rental of the property.
5. Perform all the administration and management tasks as set out in the agreement.
6. To deduct any monies due to the agent from money received, as per this agreement.

## **Mandate to Let and Authority to Administer**

### **Parties**

\_\_\_\_\_  
**(Owner)**

Address: \_\_\_\_\_

Karen Viljoen and Marlene Kitching

**Be Our Guest Hermanus**  
**(Agent)**

Address  
66 Krige Street, Onrus

### **Property details:**

\_\_\_\_\_ together with the dwelling and out building thereon,  
situated at (street address)

\_\_\_\_\_ in the township / city / municipal district of HERMANUS

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Owner:

Agent:

## Appendix 1

### Seasons & Rates

<b>Season</b>	<b>Dates</b>	<b>Minimum Nights</b>	<b>Daily Rate</b>
<b>Peak</b>	<b>15 December - 15 January</b>	<b>10</b>	<b>R</b>
<b>Shoulder</b>	<b>16 January - April 30 1 September - 14 December</b>	<b>2</b>	<b>R</b>
<b>Off-Peak</b>	<b>1 May - 31 August</b>	<b>2</b>	<b>R</b>

## Appendix 2

# BE OUR GUEST HERMANUS

### 1. CONTRACT

The Contract for a short-term holiday rental managed by **Be Our Guest Hermanus** (the agent), and the person making the booking (who must be over 18 years old) and all other guests as listed on the Booking Form. The contract shall be governed by South African Law. The contract is only effective once the completed signed booking form is received with the required payment and written confirmation of acceptance has been sent by us. The contract will be subject to all of the following conditions.

### 2. PAYMENT

A deposit payment equal to 50% of the total booking amount is due within 48 hours of the booking date. The balance is due 5 working days before the arrival date. Any booking made within 7 working days of the arrival date must be paid in full at the time of booking. No keys will be released without full payment being received.

### 3. CONFIRMATION

All reservations are subject to availability. Reservations are only considered confirmed when the agent receives the signed Booking Form and payment in full. If the aforementioned are not received and accepted by the agent at least 7 days prior to your arrival date, your reservation is subject to cancellation, the terms of which are listed below. Confirmation of your reservation will be emailed to you.

### 4. CANCELLATION

Cancellations of a booking for whatever reason may only take place according to the terms outlined in this clause. All requests for cancellations must be made in writing by email to the agent and shall only be effective on the actual date of receipt by the agent. The following cancellation fees shall be applicable and shall be calculated by reference to funds received up to that date. Cancellations during peak season may not be made less than 3 months prior to arrival date and less than 2 months during off peak times. If so, the deposit is forfeited. Cancellations made longer in advance than 2 or 3 month period above, will be subject to a 15% administration fee.

### 5. DAMAGE DEPOSIT

A damage deposit is required for all reservations. You will be required to make this payment before your arrival at this property. This amount is fully refundable within 7 working days of your departure, providing the property is left clean and tidy, that there have been no breakages or extra cleaning required. In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services you will be notified in writing of the details of any extra costs incurred within 7 working days after the end of the reservation period and this amount shall be deducted from the damage deposit or payment shall be required by you. The property has an inventory list which will be checked by the agent before your arrival. Any discrepancies are to be reported to the agent within 24 hours of arrival. The property will then be checked by the agent on your departure. Any damage or breakages will be deducted at current prices. Please note that for any damage to, or breakage of, any items on the property, the full sales price, estimated replacement value or repair cost will be charged. This includes lost keys, gate remotes or any other items broken or damaged during the reservation period.

### 6. ACCEPTED FORMS OF PAYMENT

Payments can be made via bank transfer EFT. The transaction currency is the South African Rand (ZAR). Banking charges are to be included when making the transfer from your own bank account.

### 7. RENTAL PERIOD

Rentals commence at 14:00 on the day of arrival and terminate at 10:00 on the day of departure. Arrangements shall be made with the agent prior to arrival.

### 8. Check in

**Late check-in will be charge R100 per hour after 18H00**

### 9. DEPARTURE

Departure after 10:00 will be charge a full day

## **10. OCCUPANCY**

The number of people occupying the property must not exceed the listed of people for the specific property. Any visitor staying overnight is considered a guest. The agent has the right to refuse entry to the entire party if this condition is not observed. Exceeding the number of stated and agreed persons will result in immediate eviction without refund of the full rental amount and damage deposit.

## **11. CONDITION OF THE PROPERTY**

The property will have been inspected prior to occupation and therefore the guest undertakes to notify the agent immediately with regard to any damage and/or maintenance issues that require attention. The guest shall keep the property and all furniture, fixtures, fittings and effects in or about the property in the same state of repair and condition as found at the commencement of the rental. The guest shall leave the property in the same state of cleanliness and general order in which it was found. Failure to do so to the satisfaction of the agent will result in a claim against the damage deposit.

## **12. HOME CONTENTS**

Furnishings are subject to change without notice. Furniture, bedding, bath towels, kitchen equipment, utensils or any other property supplied with the rental property must not be moved or taken out of the property. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to you. If there are stains on the linen, the linen will be replaced and the costs will be subtracted from the deposit. The following substances are likely to leave stains on linen (this may not be a full and complete list): Blood, mascara, make-up foundation, self-tanning or quick tanning lotion, and suntan oils. Each property is inspected by the agent at the conclusion of your stay. All contents of the home are the property of the owner. If something should break, you must notify the agent immediately so that a replacement can be arranged. Guests are not permitted to alter the wiring of any television or home theatre equipment. Equipment and facilities are provided at the discretion of the owner and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders any non-essential appliance unusable, the owner does not take responsibility for replacing or refunding the guest for the lack of use of this equipment. The equipment and facilities referred to include (but are not exclusive to) such items as televisions, DSTV decoders and home theatre equipment. The guest must report any inoperative or defective equipment to the agent promptly. The agent will make every reasonable effort to have repairs made as soon as possible. While every attempt will be made to ensure that all the advertised equipment and appliances are in working order at the commencement of a rental period, no reduction of rent; rebate; or refund will be issued for a mechanical failure of the dishwasher, washing machine, tumble dryer, TV or other appliances. The owner is not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather, load shedding by Eskom or other circumstances beyond his control. Similarly, there will be no refunds for inclement weather, conditions at neighbouring properties, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.

## **13. SMOKING**

Smoking is NOT permitted inside the house. Guests are welcome to smoke outside, provided they make use of the bins for the cigarette stubs. Failure to adhere to this rule will result in a claim against the damage deposit. A R1000 penalty will be levied for smoking inside our houses.

## **14. SUITABILITY CHILDREN**

Guests must accept responsibility for the safety of their children. We do not supply travel cots or high chairs. Children of all ages should be supervised at all times especially at homes with swimming pools. We will not be held liable for any injuries of any kind

## **15. PETS FRIENDLY HOMES**

Pets are permitted by prior arrangement only and subject to the following conditions:

- a. All evidence of pet occupation must be removed from the property at the end of the rental period.
- b. Pets will not be left unattended for an undue length of time, either indoors or out.
- c. Pets are not permitted on any item of furniture, including beds, and evidence of pet hair on furniture and bedding may incur additional cleaning charges.
- d. The guest will provide all pet bedding and towels as required.
- e. Guests are responsible for cleaning up any/all pet refuse.
- f. By law all pets must be up-to-date with rabies and all other vaccinations.
- g. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival.
- h. Any pet must be clean and dry before allowing it inside the property.
- i. It is expected that the guests will ensure that the pets are kept safe at all times.
- j. The guest is to ensure that pets behave in such a manner as not to disrupt the enjoyment of other people staying in the vicinity or prejudice the reputation of the owner of the property.
- k. The guest shall promptly pick up all dog mess from the garden and not allow their dog to damage the premises. If damages are caused, the cost of the damage may be deducted from the damage deposit.
- l. The owner assumes no responsibility for any illness or injury that may occur to pets or humans while on the property.

## **16. SECURITY**

If the property is fitted with an alarm system linked to armed response. The guest is not permitted to change or interfere with any settings on the alarm panel. The agent can be contacted should the guest require any assistance. On arrival the guest will be given the necessary information. All windows and doors are to be locked and alarm to be set when leaving the property for any length of time during the stay.

#### **17. LOST PROPERTY**

The owner does not accept responsibility for any items left behind in the property after the reservation period, but will attempt to locate the lost item(s) if requested to do so. All valuables are to be kept in a safe place and the owner will not be held responsible for any loss or damage due to break-ins or other events.

#### **18. WASTE DISPOSAL**

Household waste must be disposed of in the bins provided.

#### **19. GENERAL**

It is expected of the guests to make sure that none of the occupants during the stay break any laws or become a disturbance to the neighbours. Please note that the property is situated in a residential area and no loud music or parties will be tolerated after 10pm. If this rule is not adhered to, the guests will be requested to leave the property with immediate effect. Also note that no refunds will be paid.

#### **20. KEYS**

Guest are responsible for the keys and must be returned to the agent upon departure from the property. The cost of replacing lost keys or damaged locks will be for guest account/payment.

#### **21. CLEANING**

The cleaning company will ensure that the property is clean upon your arrival. If the rental property's cleanliness upon your arrival does not meet your expectations, please contact the agent immediately. While linens and bath towels are provided, a daily cleaning service is not included in the rental rate.

#### **22. PARKING**

The guest is required to keep the garage door closed if available at all times except when entering or leaving the property. No parking is allowed in front of any neighbouring properties at any time.

#### **23. FIREWORKS**

No fireworks are permitted in or around the rental property.

#### **24. INSURANCE**

All guests must ensure that their personals are ensured if need be.

#### **25. PROPERTY USE**

The guest shall use the property for the purpose of a private holiday residence for a maximum of 'agreed' persons only and not for any other purpose whatsoever and the guest must not use the property or any part of it for any improper, immoral or illegal purposes.

#### **26. LIABILITY**

The guest acknowledges and agrees with the owner that he/she will use the property and its facilities in accordance with the Terms and Conditions above and the information provided and that he/she does so at his/her own risk. No liability is accepted for any other damage, injury, death, loss or inconvenience to you or any member of your party and/or your or their belongings, damage by or to any third party or for damage to any motor vehicle or its contents which may be incurred or in any way connected with the rental. Furthermore, he/she accepts full responsibility for the use of the property and any equipment and agrees to pay for any damage of said equipment, other than for normal wear and tear. The guest shall abide by these Terms and Conditions of rental.