

# Watamu Treehouse Ltd.- Booking Agreement and Indemnity Form

Guest :	Natasha Krell		natashakrell@gmail.com	
Rental Basis	Half Board	Number of Nights:	5	
Date IN:	Wed	05 December 2018	Check in from 12.00 noon	
Date OUT:	Mon	10 December 2018	Check out by 10:00 am	
Number Rooms:	1	Number Adults:	1	Number Residents:
Max allowed in Rental Agreement	1	Number Children:	0	Number NonResidents:
Names of Other Guests:				



Transport:	<input checked="" type="checkbox"/> Yes	If yes, Pickup Location	Date Time	Flight No	People
Arrival Taxi Required?	<input type="checkbox"/> No	Malindi Airport, Silverstone Airways	5 Dec 18 15:00	k5630	1
Departure Taxi Required?	<input type="checkbox"/> Yes	If yes, Departure Location	Date Time	Flight No	People
	<input type="checkbox"/> No				

## Key Arrival Information:

If you are organizing your own transport, what is your estimated arrival time?

What is the first meal you would like at Treehouse?

Breakfast  Lunch  Supper ☒

Special Catering Requirements for anyone in the group:

Nope, I'm easy!

Activities:	These activities normally do not require advance booking unless you are here for a very short stay		These activities normally require advance booking	
Massages	<input checked="" type="checkbox"/>	Snorkelling / Dolphin Boat	<input type="checkbox"/>	Specialized Yoga Programme
Yoga Class	<input checked="" type="checkbox"/>	Kayak Expedition	<input type="checkbox"/>	Kite Surf Course or Rental
Stand up Paddleboard	<input type="checkbox"/>	Other	<input type="text"/>	Scuba Course or Dives
Turtle Watch	<input type="checkbox"/>	Other	<input type="text"/>	Sunset Dhow Cruise

## Payment and Cancellation Details

To confirm the booking, please send a deposit of 50% of total rental cost together with this form signed and completed where indicated. No booking can be held without the deposit and signed form. **Will send this other 50% next week**

The remaining 50% must be received by Watamu Treehouse Ltd (the Company) a minimum of 30 days prior to occupation of the property. If the booking is made within 30 days of occupation, then the full rental is required with this booking form to confirm the booking. Payment should be made via MPESA or deposited into the Watamu Treehouse Ltd. bank account. If sending from outside of Kenya, then payment can be made by bank transfer. If necessary, a Paypal Link can be arranged but there is a 5% surcharge for Paypal.

If the Client should not pay the balance of the rental price by 30 days prior to occupation, the Company reserves the right to cancel the booking and to retain the deposit. For Self-Catering Rentals for the whole house, a Refundable Damage Deposit of Shs 50,000/- is due with the balance.

If the Client should wish to cancel their booking after signing this document, the notification should be in writing and the following charges apply:

Number of days before occupancy when written cancellation is received:	More than 45 days	31 to 45 days	30 days or less
Percent of total rental agreement to be retained by Watamu Treehouse Ltd:	25%	50%	100%

Travel insurance is recommended - make sure you understand the circumstances for which your insurance will pay your cancellation charges.

## RENTAL AGREEMENT

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the date the undersigned person (the "Guest") signs the agreement. In The Agreement, the Guest has agreed with the owner and manager of Watamu Treehouse Ltd. (the "Company") to rent all or part of the house known as Watamu Treehouse on Plot 31 Watamu (the "Property") as detailed above in The Agreement for the duration of the Rental Term for the Total Rental Fee, under Rental Basis as specified above.

Guest Initials : N.T.K.

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No more than the maximum number of people indicated on the Agreement in the "Max allowed in rental agreement" section should occupy the property without agreement of The Company in advance. If the Company agrees to increase the number a further fee will be charged on a per person per night basis. Any extra people not agreed to by the Company can result in this agreement being brought to an end without notice and the Client may have to vacate the property immediately without refund.

#### OCCUPATION

- The Guest agrees that all of their party shall comply with the conditions and restrictions contained in this Agreement.
- The Company shall use its best efforts to ensure the operation of all amenities in the Property and not be held responsible for such items' failure to work, but will make every effort to correct any issues as reported as quickly as possible.
- Under this agreement, the Guest agrees to behave in a proper, appropriate and legal manner whilst staying at the Property with due respect to the Company, other guests and staff at the Property. The Guest is responsible for informing the Company of any losses or damage to the property as soon as possible. The Guest will be liable to pay the Owner for any losses or damages to the Property caused by the Guest or a member of their party. If any guest behaves inappropriately or improperly (of which the Company will be the final judge on their Property), or illegally, the Company reserves the right to ask the Guest and their party (at their discretion) to leave the Property and/or refuse any future bookings from the Guest. Any refund for so doing will be at the entire discretion of the Company. In addition, the Company reserves the right to sue the guest for any loss, damage or injury caused to the Company, the Property or to other guests and/or their property.
- The pool is shared by all parties renting the different rooms of Treehouse.
- The Yoga Room on the roof of South Tower is used for Yoga Classes at certain published times.
- The Yoga Room can be used for eating and it is vegetarian only. Treehouse serves vegetarian and seafood meals only.
- We strive to provide a smoke free environment and Treehouse is a non-smoking facility. We kindly ask you to smoke in our designated outdoor area, or else outside of the property. There will be a \$100 extra charge per room to cover the additional cleaning needed due for smoke removal or the guests may be asked to leave without a refund if found to be smoking.
- Treehouse has 2 towers and unless the Guests books both towers, there might be one or more other group in the other tower. Due to the unique and open design of Treehouse, noise travels fast. So each Guest agrees to be respectful of the other groups, refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors.
- The Guest agrees that their entire party will be informed of all of this section and comply accordingly.

#### DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

#### UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of the Company, The Company will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

#### INDEMNITY

In seeking to rent Watamu Tree House, Plot 31, Watamu ("The Property"), the undersigned guest ("The Guest") hereby warrants and acknowledges having been made aware of, understanding and appreciating fully that The Property, its house and grounds, are not designed for the safety of children or any adult not fully in control of themselves. In particular The Guest has been made aware and understand the hazards of the property including:

- The High Level Walkway – this is some 10 metres above ground level with low hand rails
- The floors – these are slippery when wet and care must be taken.
- The stairs – these are steep and slippery when wet –care must be taken, particularly the outside stairs leading up to the roof top.
- Balconies– these are also situated high above ground level
- Caution must be taken not to sit on the outer walls nor for anyone to lean over them.
- No money or personal valuables should be left unsecured.

The Guest voluntarily assume the risk inherent in renting The Property and by signing this form hereby releases both the owners and the agents of The Property from any liability or duty of care towards the Guest or any of the Guest's party in connection with the stay at The Property. The Guest has understood that the Company assumes no liability for damage to person or property of the occupants of The Property.

Rental Rate **Half Board Resident Rate lower level Shs 11,500 per night (single occupancy)**  
Details **Discounted rate of Shs 10,350/- per night**  
**x 5 nights = Shs 51,750/- including VAT and Tourism Fund**

Total Invoice Amount

**51,750 KSH**

I hereby agree to the above conditions and enclose \_\_\_\_\_ in order to secure the booking.

The method used to send the deposit or full payment and attach confirmation is :

MPESA ☒ Confirmation No **MJQ4GW55OM**

Bank Deposit ☐ Attach Bank Confirmation

Credit Card ☐ (Request Credit Card Secure Link)

Guest Name **Natasha Krell**

Guest Signature 

Date **October 26 2018**

Guest Initials : **N.T.K.**

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