## Jericho House, Great Exuma, Bahamas Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on the final signature date by and between the owners, Pierre and Sanet Burger (hereinafter, "JERICHO"), of 147 Watson Ave, Oakville Ontario L6J 3T6, Canada,

(Phone 905 338 2155 or email pburger@exumajericho.com and sburger@exumajericho.com, )

#### and Responsible Renters

(First and Last names)	being at least (Renter A)	(Age)	, years of age at last bir	thday,	(Day) (Month)	(Year)
Of Address				/ .	(Zip)	
With contact details	(Phone Number	·)	_ and(	(e-ma	il)	
Jointly with;						
(First and Last names)	being at leas (Renter B)	t, (Age)	years of age at last birtl	hday,	/ / / / (Day) (Month)	(Year)
Of Address				/		
With contact details						
For the rental period of	Days, com	mencing	on/ (Day) (Month	<u>/</u> n) (`	and Year)	
And terminating with va	cant clear departure	no later	than 12 noon on(Da	/_ ay)	/ (Month) (Ye	ar)

Pierre and Sanet Burger and the renters are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, renters desire to use JERICHO's property located at Jericho, Tar Bay George Town, Great Exuma, Bahamas, (the "Property") to vacation; and WHEREAS, in exchange for making the Property available to renters for such purposes, Jericho desires to hold harmless JERICHO from any claims and/or litigation arising out of the renter's use of the Property. NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, JERICHO and renters hereby agree as follows:

## Jericho House, Great Exuma, Bahamas Hold Harmless Agreement, continued

### **TERMS**

Hold Harmless. Upon renters' use of the Property by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, renters shall defend, indemnify, and hold harmless JERICHO from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Jericho, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of renter's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to JERICHO for all legal expenses and costs incurred by it.

**Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement is of minimum 25 years of age at last birthday and have the legal power, right, and authority make this Agreement and bind each respective Party.

**Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

**Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

**Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

**Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

# Jericho House, Great Exuma, Bahamas Hold Harmless Agreement, continued

**Applicable Law.** This Hold Harmless Agreement shall be governed by the laws of the Bahamas/Florida/Ontario.

Title : Renters						
Agreed to and						
Signed By:Renter A	and Renter B					
Dated:						
and						
Title: Owners						
Pierre and Sanet Burger - Owners (Signatures below)						
Agreed to and						
Signed By:						
Pierre J Burger  Dated:	Sanet Burger					
Enclosed: - Appendix A						

(Please complete the Hold Harmless Agreement with all required information and have the responsible renter/s sign and initial all other pages, then send or attach the complete document including all pages and annexure with final payment on or before the last day of the period preceding the arrival date by at least twice the rental period stated