



User Occupancy Agreement

This agreement (the "Agreement"), dated **[INSERT DATE]**, reflects the terms on which P&C Ltd. ("P&C") has agreed to permit the Occupant and Designated Guests named below (together, the "Guests") to use 448 Chalk Sound Drive, Providenciales, Turks and Caicos Islands (the "Premises").

By signing below, Occupant acknowledges and agrees that (i) P&C is allowing the Guests to use and occupy the Premises for no rent during the term specified below on the condition that the Guests agree to and comply with all of the terms of this Agreement and grant the waivers included herein, (ii) each Guest understands that it will be using and occupying the Premise entirely at its own risk and (iii) P&C would not have agreed to allow the Guests to use and occupy the Premises in the absence of this Agreement.

By executing this Agreement below, each of the undersigned intend to form a legally binding agreement on the terms set forth herein.

1. Details of Use.

- a. **Occupant:** _____
- Spouse:** _____
- Children & Ages:** _____

- b. **Address of Occupant:** _____



User Occupancy Agreement

- c. Designated Guests: [LIST ALL GUESTS, INCLUDING THEIR SPOUSES, CHILDREN, FRIENDS, ETC. AND THEIR AGES]

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- d. Term: [INSERT LENGTH OF TIME: Days or Weeks], beginning [ENTER START DATE OF RENTAL] and expiring [ENTER END DATE OF RENTAL].

2. **Possession and Use.** P&C shall give possession of the Premises to Occupant for the Term. Occupant shall take possession of and use the Premises only as a temporary vacation residence during the Term. Only the Guests may use and occupy the Premises and none of them shall use the Premises for any business, professional, unlawful or hazardous purpose. The Premises are provided in "as-is" condition and P&C makes no representations or warranties whatsoever regarding the condition of the Premises. P&C reserves a right of re-entry, which allows P&C to end this Agreement and re-enter the Premises if P&C reasonably believes that Occupant or any Designated Guest may have violated any provision of this Agreement.
3. **Utilities and Service.** Although P&C shall bear the cost of all utilities and services customarily furnished to the Premises during the Term, P&C shall not be liable for any inconvenience or harm caused by any stoppage or reduction of utilities or services.
4. **No Assignment or Subletting.** No Guest may do any of the following (including by operation of law) without P&C's written consent, which may be granted or withheld in P&C's sole discretion: (a) assign this Agreement, (b) sublet all or any part of the Premises, or (c) permit any person who is not a Designated Guest to occupy or use the Premises.
5. **Assumption of Risk.** Occupant, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, and on behalf of each Designated Guest, acknowledges, agrees, and represents that the Guests will occupy and use the Premises (including all of its furniture, fixtures and contents, and the surrounding areas) at their own risk and that P&C shall have no responsibility for maintaining any of the foregoing.



User Occupancy Agreement

6. Waiver and Release.

- a. Occupant acknowledges and agrees, on its behalf and on behalf of the Guests, that it their intention to forever relieve the P&C Parties (as defined below) of any obligation or duty to the Guests and that the Guests do assume the entire risk of any injury, illness, death, damage, cost, expense or liability that might occur during or as a result of the Guests' use or occupancy of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas, locations and activities related to the Premises). Occupant also acknowledges and agrees that it and the Guests intend to forever release, discharge and absolve the P&C Parties from any and all liability whatsoever, including liability resulting from the negligence of a P&C Party, and to waive and relinquish any claim or cause of action against a P&C Party for any injury, illness, death, damage, cost, expense or liability, even if it was caused by the negligence of a P&C Party, and promise not to sue or exercise any legal right to seek damages from a P&C Party. Occupant also acknowledges and agrees that it and the Guests intend to forever release, discharge, waive and relinquish any and all claims or causes of action against a P&C Party for any injury, illness, death, damage, cost, expense or liability caused by the condition of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas) and promise not to sue or exercise any legal right to seek damages from a P&C Party.
- b. Accordingly, in order to induce P&C to enter into this Agreement and permit the Guests to use and occupy the Premises on the terms described herein, Occupant, for himself/herself and each Guest, hereby forever releases, waives and discharges P&C and its shareholders, affiliates, members, officers, employees, agents and representatives (the "P&C Parties") from, and covenants not to sue or exercise any legal right to seek damages from any of the P&C Parties in respect of, any Released Claims (as defined herein) that any Guest may have at any time as a result of, related to or arising out of this Agreement, the use or occupancy of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas), the condition of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas) or any action or omission of a Guest.
- c. The term "Released Claims" means all claims, debts, liabilities, obligations, liens, dues, demands, damages, losses, actions, causes of action, rights, suits, judgments, costs and expenses of whatever nature or character, charges, accounts, covenants, controversies, contracts, agreements and promises of any kind, known or unknown, suspected or unsuspected, accrued or unaccrued, matured or unmatured, absolute or contingent, determined or speculative, both in law and in equity.
- d. By signing below, Occupant and the other Guests acknowledge and agree that (i) each of them is assuming full responsibility for all risk of any injury, illness, death, damages, costs, expenses or liabilities arising out of or related to the Guests' use and occupancy of, and the condition of, the Premises, (ii) the foregoing release and waiver is intended to be as



User Occupancy Agreement

broad and inclusive as is permitted by law and (iii) no P&C Party shall be liable or accountable for any injury, illness, death, damages, costs, expenses or liabilities arising, directly or indirectly, out of this Agreement or the Guests' use and occupancy of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas) or the condition of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas), and Occupant hereby waives, on his/her own behalf and on behalf of the Guests, the right to bring any proceeding or cause of action against or seek damages from any P&C Party with respect thereto.

7. Liability for Damage; Indemnity.

- a. Occupant and the other Guests shall be fully liable for all damages, costs, expenses or liabilities caused by any Guest's use and occupancy of the Premises or violation of any provision of this Agreement.
- b. The undersigned Guests agree to indemnify, defend and hold each P&C Party harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) of any kind or nature arising out of or relating to (i) the Guests' use or occupancy of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas) and the condition thereof, (ii) any action or omission of a Guest or (iii) any failure on the part of any Guest to perform or comply with any provision of this Agreement. The provisions of this Section 7 will survive the expiration or sooner termination of this Agreement.
- c. For the avoidance of doubt, each undersigned Guest shall be responsible for the actions and omissions of each other Guest in respect of their use of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas).
- d. Further, in order to ensure compliance with the terms and conditions of this Agreement, including, but not limited to, the Guests' obligations set forth in Section 8(o) below, P&C may require that the Guests provide a reasonable security deposit or authorization to charge any Guest's credit card.

8. Certain Obligations of Occupant. Guests shall:

- a. Keep and maintain the Premises and grounds in a neat, clean, safe and sanitary condition. Guests shall not allow injury to the landscaping or any other portion of the Premises.
- b. Take good care of the Premises and all equipment, furnishings, furniture and fixtures in it, and located in and upon the related premises.
- c. Keep nothing in the Premises that is flammable or otherwise dangerous or that may create any risk of fire, damage or other casualty.
- d. Use all electric, plumbing and other facilities serving the Premises safely and responsibly.



User Occupancy Agreement

- e. Take no action or omit to take any action that may result in the cancellation or increase in the cost of P&C's applicable insurance.
- f. Comply with any written instructions of P&C for the care and use of appliances, equipment and other personal property in the Premises.
- g. Do nothing to destroy, deface, damage, alter, change or remove any part of the Premises.
- h. Do nothing to destroy the peace and quiet of P&C, other occupants or persons in the neighborhood.
- i. Promptly comply with all orders and rules of all authorities governing the Premises, including all applicable laws.
- j. Not allow pets on the Premises.
- k. Not smoke indoors or on wooden decking or docks.
- l. Not use any glassware outside of the house (plastic utensils, plates, glasses only to be used outside).
- m. Replace any item that is used, lost or broken including, but not limited to, furniture, bedding, sports equipment, electronics, other personal property, etc.
- n. Abide by any other rules posted by P&C in or around the Premises.

Any use of any use of P&C automobiles is strictly prohibited.

Guests may request that the housekeepers manage and clean the house, consistent with the housekeepers' past practices. Guests may not request that the house managers perform other duties such as personal laundry or babysitting.

Guests shall bear the cost of all food and alcohol.

- 9. **Insurance.** Occupant certifies that it and the other Guests have adequate insurance to cover any injury, illness, death, damages, costs, expenses or liabilities that may be caused or suffered in connection with its use or occupancy of the Premises (including all of its furniture, fixtures and contents, and the surrounding areas).
- 10. **Access to Premises.** P&C shall have access to the Premises to (a) inspect the Premises, (b) make necessary repairs, alterations, or improvements and (c) supply services.
- 11. **Subordination to Mortgage.** This Agreement and all renewals of this lease shall be subordinate to all present and future mortgages on the Premises.
- 12. **Notices.** All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise required by law, notices may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Notices shall be addressed to P&C at the Premises and Occupant at the address specified in Section 1.
- 13. **No Waiver.** P&C's failure to enforce any agreement in this Agreement shall not prevent P&C from enforcing the agreement for any violation occurring at a later time.



User Occupancy Agreement

14. **Survival.** If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.
15. **End of Term.** At the end of the Term, the Guests shall (a) leave the Premises clean, (b) remove all of the Guests' property, (c) repair all damage including that caused by moving and (d) vacate the Premises and return it with all keys to P&C in the same condition as it was at the beginning of the Term, except for normal wear and tear. If any Guest leaves any property in the Premises, P&C may (a) dispose of it and charge such Guest(s) for the cost of disposal, or (b) keep it as abandoned property.
16. **Binding.** This Agreement is binding on P&C, Occupant and the undersigned Guests and all parties who lawfully succeed to their rights or take their places. No past, present or future director, officer, employee, member, shareholder, incorporator, partner, and/or affiliate of P&C or any affiliate thereof shall have any liability for any obligations of P&C under this Agreement.
17. **Full Agreement.** The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by P&C and Occupant.
18. **NO LEASE.** THE GUESTS AGREE AND ACKNOWLEDGES THAT THEIR RIGHT HEREUNDER TO OCCUPY THE PREMISES IS PURSUANT TO THIS AGREEMENT AND THAT NO LANDLORD-TENANT RELATIONSHIP AND NO TENANCY, LEASEHOLD OR ESTATE RIGHTS ON THE PART OF ANY GUEST IN THE PREMISES SHALL AT ANY TIME BE CONSTRUED TO ARISE, EXIST OR TO HAVE BEEN CREATED BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT. EACH GUEST HEREBY EXPRESSLY ACKNOWLEDGES THAT (A) IT HAS NO INTEREST OR ESTATE IN THE PREMISES, (B) THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE BENEFITS AND BURDENS, DO NOT RUN WITH THE LAND AND (C) THIS AGREEMENT SHALL NOT BE DEEMED COUPLED WITH AN INTEREST UNDER ANY CIRCUMSTANCES.
19. **Interpretation.** No inference concerning the construction of any provisions of this Agreement shall be drawn from the drafting of various provisions of this Agreement by one or the other party; rather, this Agreement shall be construed as the joint work product of both parties.
20. **Governing Law.** This Agreement has been executed and delivered in the City of New York and shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of law principles that would require the application of the laws of any other jurisdiction.

[signature pages follow]



User Occupancy Agreement

Signatures. The undersigned agree to the terms of this Agreement by signing below.

P&C LTD.

By: _____

Name: _____

Title: _____

OCCUPANT:

By: _____

Name: _____

By: _____

Name: _____

DESIGNATED GUESTS AT LEAST 18 YEARS OF AGE:

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____



DreamBigVilla

User Occupancy Agreement

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____



DreamBigVilla

User Occupancy Agreement

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____