

Citakara Sari Estate

Terms and Conditions

Booking Information

All bookings require 50% deposit. The balance should be paid prior to arrival. Payment is made via wire transfer or credit card (contact us for details).

Once we have received a request for invoice we will contact you with confirmation, total rent cost for your stay, including taxes and the amount required for reservation.

All changes to bookings require written request and are subject to availability and should not be made less than 61 days prior to booked arrival date.

Rental Agreement

1. VALIDATION

1.1. This Rental Agreement becomes valid after the Owner has received a 50% (or 100% if the booking is made less than 30 days prior to arrival date) nonrefundable deposit and the booking has been confirmed in writing.

2. RATES

2.1. All rates are quoted in USD and are inclusive of tax or service charge (unless otherwise stated). Rates are subject to change. Tax on rates is 10%. The service charge is 5%. Credit card transactions carry additional charges (2.5-4% of the total). These charges are not included in the rates.

2.2. Rates don't include telephone charges, meals (except daily breakfast), catering, cars and drivers, or any other service, unless stated otherwise.

3. PAYMENTS

3.1. We accept payments by credit card, cash, and bank wire transfer. No traveler's or personal checks, please. All prices are quoted in USD. Full details of payment conditions will be given at the time of booking.

3.2. Deposit required for booking is 50% (100% if the booking is made less than 30 days prior to arrival date). The remaining balance of the total rental amount should be paid prior to check in. All bank charges are the responsibility of the Renter.

3.3. If payments are not made as required, the Owner has the right to cancel the booking and retain the Deposit.

3.4. Upon arrival the Renter is required to sign a Waiver of Liability. A credit card authorization form will be signed to secure payments for additional expenses incurred while in residence at the Villa. All guests at the Villa must provide their Identification papers to the Manager for registration with local authorities. Refusal to comply with this term may lead to Rental Contract cancellation and retaining all deposits by the Owner.

3.5. Cash security deposit for damages for the amount of \$500 (five hundred) USD should be paid prior to arrival. It is fully refundable.

4. CHANGES TO BOOKINGS

4.1 Changes to bookings can be made within 61 days or more prior to arrival, can only be made with the approval by the Owner. Any changes require written request and are subject to availability. Our team would do anything possible to accommodate your needs. However, in case the changes can't be made as required we would proceed with cancellation of your bookings. (see our Cancellation Policy). Each change implies an administration fee of \$100.00 after the change has been confirmed.

5. CANCELLATION POLICY

5.1. Cancellations with 50% refund of the total cost require a minimum 90 days notice prior to booked arrival date. Cancellations made less than 90 days prior to the arrival date will not be refunded. Final payments are not refundable. Bookings are fully refundable during COVID 19 epidemic (due to restrictions on travel to/from Bali or guest's origin country).

5.2. If the Property becomes unavailable to the Renter prior to occupancy, the Owner agrees to refund the full amount paid to the date of cancellation, and the Renter agrees to release any claims against the Owner.

5.3. No refund is due (or will be made) for inclement weather, hurricane, earthquake, any natural disaster or any other non-controllable situations such as but not limited to construction in the area, unusual noise or other disturbances. Renter and parties listed above must comply with any mandatory evacuation order. Travel or Vacation Insurance is recommended to be obtained by Renter.

6. EVENTS

6.1. Villa's bookings are for vacation purposes and the Renter and/or its guests can't plan an event or function at the Villa without an approval from the Owner. If an event is permitted at the Villa, an event fee, in addition to the local community ('Banjar') fee, will apply.

7. LOSS AND/OR DAMAGE

7.1. The Renter is responsible for keeping the Villa in good condition. The Renter is responsible for any loss and/or damage to the Villa during the Renters residence at the Villa.

7.2. Repair and maintenance problems must be brought to Owner's attention within 48 hours of occupancy or occurrence, or the Renter will be held liable for all such damages or repairs. Owner will not be responsible for any unauthorized expenses incurred by Renter or his/her Renters. Costs of needless or unauthorized service will be charged against the Security Deposit with any remaining charges to be billed to and paid by Renter.

8. MAXIMUM OCCUPANCY

8.1. The numbers of persons occupying the Villa must not exceed the maximum number stated in the booking confirmation. Young children may be accommodated in the bedrooms of their parents. Sleeping arrangements for children accompanying their parents in the same bed or with a mattress in the same bedroom as their parent may be made. Children requiring separate bedroom are counted as adults. The Owner reserves the right to refuse any booking which is unsuitable for the Villa.

8.2. Use and occupancy of the Property is limited to 12 adults plus children. The occupancy limit stated here is the limit of overnight Renters allowed at the estate. Occupancy exceeding this limit as listed above will result in immediate eviction and forfeiture of all amounts paid.

9. LIABILITY

9.1. Owner (Citakara Sari Management) do not accept responsibility for any alterations made to the Villa or its amenities, which are beyond its control. The Villa Owners, or their agents, employees, affiliates, authorized representatives will not accept any responsibility or liability, for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use or condition of the Villa, its plumbing, gas, electrical or otherwise, and exceptional weather conditions, that is suffered or alleged to be suffered by the Renter, their Renters and/or invitees. Furthermore, no responsibility is accepted by Villa Owners, or their agents, employees, affiliates, authorized representatives for the personal belongings, vehicles and contents of vehicles of the Renter(s), their guests or invitees.

9.2. The registered Renter and party(ies) on this Agreement and their guests up to 8 adults plus 8 children are the only overnight guests allowed, unless prior written permission is received from the Owner. The Renter signing this Agreement must be at least 25 years of age and will be held responsible for all other parties and/or guests of the Renter for compliance with this Agreement, with listed policies, ordinances, rules and regulations and for any losses incurred by Owner(s) or to the Property due to negligence or vandalism.

9.3. Indemnification and Insurance: Renter agrees to indemnify and hold harmless the Owner(s) of the Property against all loss, damage, expense, and penalty arising from any action of the Renter or visitors of the Renter which causes injury, death, ongoing disability to any person or damage to any property. The Renter is encouraged to secure the appropriate travelers or vacation insurance.

10. COMPLAINTS AND FORCE MAJEUR

10.1. Complaint concerning the Villa and/or service is taken up promptly with the Villa Manager, who will inform the Owners. The Owners will not investigate complaints made after the Renter has left the Villa.

10.2. The Owners shall not be liable to the Renter for any failure to perform obligations under this Rental Contract due to causes which prevent it from fulfilling its obligations under this Rental Contract, which are beyond its reasonable control and of a nature, which it neither has the power or authority to remedy, including without limitation, acts of God, acts of civil or military disturbances, power failures, fires, floods, epidemics, wars, riots and acts of terrorism. In the event of such an occurrence, the Owner shall give prompt written notice thereof to the Renter and any time for performance of an obligation shall be extended by time equal to the length of delay attributable to such occurrence.

11. TERMINATION

11.1. Owner reserves the right to immediately terminate this Rental Contract in the event the Renter breaches one or more of the Terms and/or Conditions herein.

11.2. If the Owner employs the services of an attorney(s) to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Renter, or because the Renter

takes any action to recover deposits not due, the Renter shall be liable to the Owner for reasonable attorney's fees and costs incurred by Owner.

12. INTERPRETATION

12.1. Any dispute, with respect to a person occupying or having occupied the property to seek recourse against the property Owner for any reason, shall be governed by the laws of Indonesia and settled exclusively by the courts of Indonesia having proper jurisdiction.

12.2. The Renter is to be mindful that this Property is located in a traditional village. The Renter is expected to be courteous to residents and staff, to be respectful of the rights of others, and to not be noisy. The Owner shall under no circumstance be responsible for any disturbance or inconvenience to the Renter occupying its properties for the actions of its neighbors or the surrounding area.

12.3. All information provided by Owner(s) while deemed true and reliable, is not guaranteed. Changes in inventory, items and decor may occur from time to time and such changes will not void or alter the terms of the agreement.

13. SMOKING

13.1. Smoking on grounds is permitted. Smoking is strictly forbidden inside the buildings. Evidence of smoking inside the buildings will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee to Renter as Excess Damage Cost and will be charged against the Security Deposit.

14. PETS

14.1. Pets are not allowed in or on the Property unless permission from the Owner is received in advance in writing.

15. FALSIFIED RESERVATIONS

15.1. Any reservation obtained under false pretense will be subject to forfeiture of Reservation Deposit and Final Balance, if paid, and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

16. SHORT-TERM STAY

16.1. It is expressly understood and agreed that this is a short-term vacation stay, and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights for the Renter and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

17. ACKNOWLEDGEMENT

I/We understand and accept the terms and conditions on all pages of this Agreement.