



(A Bancroft Affiliate)

AIRPORT CAMP TERMS AND CONDITIONS
for
INDIAN OCEAN PROPERTIES, LLC, A BANCROFT AFFILIATE

These Terms and Conditions (the “Agreement”) govern the stay of you, the undersigned hereto, at Indian Ocean Properties’ facility located in Mogadishu, Somalia (the “Facility”).

In this Agreement, the term “us” or “we” or “our” refers to Indian Ocean Properties (IOP), and all of its corporate parents, affiliates or agents. The term “you” or “guest” refers to the undersigned hereto.

CHECK IN/CHECK OUT

Check in begins at 12:00 noon local time. You must be checked out on your day of departure by 12:00 noon local time. Additional charges may apply if your stay extends beyond the designated check out time.

USE OF PREMISES

The Premises shall be used and occupied by registered guests only. You shall not allow any other person to use or occupy the Premises without first obtaining IOP’s written consent to such use. Failure to obtain written consent from IOP regarding the aforementioned, constitutes a breach of this Agreement. You shall comply with IOP security and safety policies, which are posted in each accommodation unit. You shall also comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

You shall not keep on the Premises any firearms nor store items of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be reasonably be considered hazardous or that might affect the facility compliance with UN Minimum Operational Security Standards (MOSS).

You agree to the following terms:

- a. Not smoke in any room, office or other indoor area unless it is specifically designated for smoking.
- b. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- c. Keep all doors, locks, furniture and hardware in good, clean order and repair;
- d. Not obstruct or cover the windows or doors, except as accepted by IOP for security needs;
- e. Not leave windows or doors in an open position during any inclement weather;
- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of IOP;
- g. Not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited into the showers or toilets. Any damage to any such apparatus and the cost of repair resulting from misuse shall be borne by you;
- h. Abide by and be bound by any and all rules and regulations affecting the Premises thereto, which may be adopted or promulgated by IOP or AMISOM.

Failure to abide by these terms may result in the revocation of your guest privileges and the denial of any future reservation requests.

ACKNOWLEDGEMENT OF RISK

Initials: _____

You acknowledge that there are serious risks associated with your participation in, stay, or presence at the Facility or as may otherwise be incurred by your presence in Somalia, and we cannot control these risks. You understand that these risks include, but are not limited to, exposure to serious health and safety hazards such as: transportation accidents; storms, floods, earthquakes, and other natural disasters; infectious diseases, inadequate medical care, or remote access to medical treatment; armed insurrections and terrorist activities; any actions or inactions, even if made or committed with negligence, by any of our employees or agents; or hazards including, but not limited to, land mines, falling rocks, excessive physical exertion, sunburn, heatstroke, and other risks associated with living, staying or working in an arid climate (collectively, the "Risks"). You further acknowledge that such Risks may result in your temporary or permanent disability and/or death.

RELEASE

THIS IS A RELEASE OF YOUR LEGAL RIGHTS. PLEASE READ AND
UNDERSTAND IT BEFORE SIGNING.

By execution of this Agreement, and in consideration for staying at the Facility, you irrevocably, completely, and fully release, waive, acquit, and discharge us and all of our affiliates, divisions, departments and other units, committees and groups, and our and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors (collectively, the "IOP Releasees"), from all claims, causes of action, proceedings, suits (including, without limitation, any litigation related to or arising from the Risks, your stay or presence at the Facility, or as may otherwise be incurred by your presence in Somalia), dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, liabilities (statutory or otherwise), obligations, damages, penalties, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements), and demands of any kind, nature, or description whatsoever, at law, in equity, or otherwise, including, without limitation, any claims, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, that you may suffer at any time arising from or in connection with the Risks, your stay or presence at the Facility, or as may otherwise be incurred by your presence in Somalia, including, but not limited to, any injury or harm to you, your death, or damage to your property (collectively, "Claims") which you or any of your legal representatives, heirs, executors, administrators, successors, or assigns thereof ever had, now have, or hereafter can, shall, or may have against any of the IOP Releasees. You agree to defend, indemnify, and hold IOP Releasees harmless from and against any and all Claims.

HEALTH AND MEDICAL CARE

You declare that you are in good health, have no physical conditions that affect your ability to stay, live, work or participate in any of the activities involved in your stay at the Facility or as may otherwise be incurred by your presence in Somalia, and have not been advised otherwise by a medical practitioner.

You agree that we are not obligated to attend to any of your medical or medication needs, and that you assume all risk and responsibility therefore. However, in case you are incapacitated, you grant to us full authority to take whatever action we deem is warranted under the circumstances regarding your health or safety in connection with your stay at the Facility or as may otherwise be required by your presence in Somalia, including the providing of any emergency first aid, medication, medical treatment, or surgery if deemed necessary by any medical personnel (the "Medical Authority"). Your Medical Authority permits us, at our discretion, to place you, at your own expense, in a local hospital for medical services and treatment, or, if no hospital is available, to place you in the hands of a local medical doctor for treatment. Your Medical Authority further authorizes us to arrange a medical evacuation for you from the Facility or from Somalia, as applicable, at your own expense, for medical treatment if, in consultation with local medical authorities or medical professionals engaged by us, it is deemed necessary, in the sole discretion of such local medical authorities or medical professionals engaged by us. You further agree to reimburse us or our agents for any expenses incurred on your behalf for medical treatment and/or evacuation. You also authorize any and all medical personnel to execute any and all documents relating to medical attention and to act on your behalf, if you are unable to do so.

You release the IOP Releasees from all liability for any bodily injury or damage you sustain as a result of any medical care that you receive resulting from the Risks, your stay or presence at the Facility, or as may otherwise be incurred by your presence in Somalia, as well as any medical treatment decision or recommendation made on your

Initials: _____

behalf by any of our employees or agents. You agree to pay all expenses relating thereto and release the IOP Releasees from liability for any actions.

Your waivers and releases contained herein constitute a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

POLICIES

Although the facility is operated in a commercial manner, you must recognize our status as a humanitarian non-profit multinational organization with obligations to the public, the communities we serve, and the organizations we support. We reserve the right to, at our own discretion, terminate Agreements based upon any actions that compromise or interfere with our specific purpose or that may undermine the principles of our mission. As a non-profit organization, it is our policy to strictly abide by the following rules and regulations aligned with International Codes of Conduct for multinational companies and the United Nations General Conditions of Contracts for the Provision of Goods and Services. Use of our facility requires you to abide by the same policies. You acknowledge and agree that the policies hereof constitute an essential term of the Agreement and that any breach of this representation and warranty shall entitle us to terminate the Agreement immediately, without any liability for termination charges or any other liability of any kind, and prohibit any future requests for services. Any remaining contract value upon termination will be forfeited as damages.

1. NON-DISCRIMINATION

You represent and warrant that neither you, your sponsor (corporation, organization, agency, or government), your visitors, nor any of your subsidiaries or affiliated entities will discriminate on the grounds of race, color, nationality, creed, sex, marital status, ethnic origin, or disability.

2. MINES

You warrant and represent that neither you, your sponsor (corporation, organization, agency, or government), your visitors, nor any of your subsidiaries or affiliated entities is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

3. CHILD LABOR

You represent and warrant that neither you, your sponsor (corporation, organization, agency, or government), your visitors, nor any of your subsidiaries or affiliated entities is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

4. SEXUAL EXPLOITATION

You shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by your employees or any other persons engaged and controlled by you. Sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, you shall refrain from, and shall take all reasonable and appropriate measures to prohibit your employees or other persons engaged and controlled by you from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

5. UNITED NATIONS SANCTIONS

You represent and warrant that neither you, your sponsor (corporation, organization, agency, or government), your visitors, nor any of your subsidiaries or affiliated entities is engaged in any practice inconsistent with any resolution adopted by the United Nations Security Council (UNSC), to include all subsequent modifications and extensions of resolutions, imposing sanctions in relation to Somalia.

6. LIMITATIONS

You represent and warrant that neither you, your sponsor (corporation, organization, agency, or government), your visitors, nor any of your subsidiaries or affiliated entities will exceed the approved levels of international staff based

in or deployed to Somalia as regulated by the United Nations.

By signing below, you acknowledge to have read this entire Agreement, that you fully understand the entire Agreement and you acknowledge that you have had the opportunity to review this Agreement with an attorney of your choosing if you so desire, and you agree to be legally bound by the Agreement. You understand that by signing below, you have given up substantial rights and have voluntarily signed this release.

WITNESS:

Signature: _____

Print Name: _____

Date: _____

Location: Mogadishu, Somalia

THE UNDERSIGNED:

Signature: _____

Print Name: _____

Date: _____

Location: Mogadishu, Somalia



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INDIAN OCEAN PROPERTIES

CREDIT CARD AUTHORIZATION FORM

Initials: _____

Cardholder Name (First and Last)

Card Type (Visa, Mastercard,
American Express, Discover)

Card Number

Expiration Date

Security Code

Zip Code
(US Cards Only)

Amount Authorized _____ (an additional 4.0% processing fee will be added to this amount.)

I, _____, authorize the preauthorization processing of my credit card for the above amount. I understand that my card will not be charged until I have concluded my stay and chosen to pay by credit or debit card, authorized my monthly invoice to be paid by credit card, or become delinquent by 14 days or more in paying for services rendered.

Signature

Date

**A copy of the front and back of the card must be attached for processing.

**An authorized representative of Indian Ocean Properties will process your credit card charge. Any charges will indicate "Airport Camp" in the description.

Initials: _____