

RENTAL AGREEMENT, **VILLA ESMERALDA**, HILLS OF PORTALON, COSTA RICA
This is a binding, legal document. Read it completely and carefully before signing.

I. CHECK-IN TIME IS AFTER 3 P.M. AND CHECK-OUT IS 10 A.M.

1. Early check-ins or late check-outs must be arranged prior to arriving.
2. This is a **NON SMOKING** unit. Smoking outside is fine.
3. **Pets** are not permitted in rental units without previous authorization.
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. **DAMAGE/RESERVATION DEPOSIT**- A damage/reservation deposit of \$300 is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in dumpster, and soiled dishes are placed in the dishwasher and cleaned.
 - d. All keys are left on the kitchen table and unit is left locked.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens are lost or damaged.
 - g. NO Early check-in or late check-out.
 - h. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, the security company employed by Villa Esmeralda.
 - i. Any and all provisions listed below are also met.

II. PAYMENT OPTIONS - The preferred form of payment is to use the PayPal.com Web site using the "send money" link. Use **VillaEsmeralda@ccobb.net** as the payee. Otherwise make payments in the form of direct deposits or wire transfers to Wells Fargo Bank in the U.S. or Banco Nacional de Costa Rica. Due to delays at Costa Rica banks, traveler's checks, money orders, cashiers checks, or personal checks can not be accepted.

1. *Your reservation will not be confirmed until all payments have cleared.*
2. You agree to pay any/all charges incurred by Villa Esmeralda if you choose not to use the PayPal.com Web site to send your payment.

III. PAYMENT - A \$300. **cleaning/damage deposit** is required to hold your reservation. An **advance payment** equal to 50% of the rental rate is required sixty (60) days before arrival. The advance payment will be applied toward the room rent. The **balance of rent** is due **fourteen (14) days before your arrival date.**

The advance payment is not a cleaning/damage deposit.

2. **CANCELLATIONS** - A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. **LATE CANCELLATION OR EARLY DEPARTURE MAY RESULT IN FORFEITURE OF ALL RENTS AND DEPOSITS.**

3. **MONTHLY RESERVATION CANCELLATIONS** - Monthly renters must cancel one-hundred and twenty (120) days prior to check-in. Monthly renters who make changes that results in a shortened stay must be made at least ninety (90) days prior to check-in.

4. **MAXIMUM OCCUPANCY**- The maximum number of guests is limited to the number agreed upon when the initial deposit was made. Other people may be invited to visit if PRIOR approval is obtained. IN NO CASE may additional people be invited or allowed to remain overnight without written consent PRIOR to start of

first occupancy. FAILURE TO COMPLY MAY RESULT IN EVICTION AND FORFEITURE OF ALL RENTS AND DEPOSITS.

5. **MINIMUM STAY** - THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM. Longer minimum stays may be required during holiday periods. If a rental is taken for less than three nights, the guest will be charged the three-night rate.

6. **INCLUSIVE FEES** - Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.

7. **NO DAILY MAID SERVICE** - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However maid service is available at an additional rate.

8. **RATE CHANGES** - Prior to confirmation, rates subject to change without notice.

9. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

10. **WRITTEN EXCEPTIONS** - Any exceptions to the above mentioned policies must be approved in writing in advance.

11. **AIR CONDITIONING** - Electricity in Costa Rica is expensive. If the air conditioner unit(s) are left running while the house is not occupied (during tours, day trips for activities, etc), or the unit(s) are left running with doors or windows open, or the unit(s) are left running continuously, **a charge of \$25 per day will be added**, and will be payable upon request. **DAMAGE DEPOSITS MAY NOT BE USED FOR THIS PAYMENT.**

12. **HURRICANE OR STORM POLICY** - No refunds will be given unless:

a. The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning area" and/or

b. A "mandatory evacuation order" has been given for the Tropical Storm/Hurricane Warning area of residence of a vacationing guest.

The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

1. Any unused portion of rent from a guest currently registered,

2. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and

3. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

IV. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

By signing this document I agree to all terms and conditions of this agreement.

Print your Name, the Current Date and your Passport Number, and sign your name below.

Name: _____ **Date:** _____

Signature: _____ **Passport:** _____