

Casa Armonía

SHORT-TERM VACATION LEASE AGREEMENT

This agreement is made on the _____ day of _____.

Rented Property/Residence: Puntarenas. Dominical, Baru. 1 km este Iglesia de Lagunas

Owner: Hermanos Quinientos Trece Properties, SRL

Agent: JG Company Solutions

Client:

Name: _____

Address: _____

Phone: (M) _____ (H) _____

E-Mail: _____

Arrival Date: _____ (12 pm/12:00)

Departure Date: _____ (12 pm/12:00)

Property rental of: House

Rental Fee: \$ _____ USD

Tax 13%: _____

Sub-Total: \$ _____

Security Deposit: \$ _____

Total: \$ _____

Please confirm the number of occupants: ____ Adults ____ Youth *Must advise of any occupants under 12 yrs of age.

RESERVATION REQUIREMENTS: Total \$ _____ (USD\$) rental fee plus \$ _____ (USD\$) cash security deposit to be paid upon check in. All transfer fees charged payable to Client.

The security deposit to be paid in the form of cash Client provides upon arrival, which will be returned to Client at time of departure if all is in order.

- Please write the name of the person on the contract in the details area to track the payment.
- 1. **Term**. This lease agreement begins at 12:00 pm on the arrival date shown and ends at 12:00 pm on the departure date shown. (Early arrival/late departure may be possible with prior approval).
- **Use of the Residence**: The rental of the Rented Property is intended to be solely for residential vacation uses. Any use other than the authorized use entitles the Owner/Agent to terminate this Agreement and in such case the Client shall immediately vacate the Rented Property. In this case, there will be no refunds of the price paid for the rental. The same consequence shall occur in the case of any breach of any other term of this Agreement by the Client or any visitor or guest.

The Client understands the normal risks associated with the use of Rented Property and therefore the use of said Rented Property is under the responsibility and liability of the adults using them or of the adults allowing the use of the facilities by children. The Residence includes porches, stairs, paths, external gardens, walkways and other features that require the exercise of proper care and caution by users. The Client understands that the Rented Property has an irregular and at some areas steep topography, and the Client and its guests shall have the proper care and caution at all time. The Client understands the normal risks associated with such features and therefore the use of said features is under the responsibility and liability of the adults using them or of the adults allowing the use of the facilities by children.

The Client agrees and is responsible for their own security while in the Residence by locking doors, utilizing safe, etc. when it's prudent to do so.

- **Security deposit**. The security deposit may be used to repair any damages to the premises that occur during Client's occupancy, excluding normal wear and tear, and to comply with any other provision of this lease agreement. This may include, but is not necessarily limited to expenses and labor incurred to remove excessive trash from the premises, expenses and labor incurred to return the premises to a renewable condition, expenses incurred for returning, storing or disposing of abandoned property, non-payment of rent, extras cleaning services, etc.
- **Care**. The Client agrees to use the Rented Property in a careful and proper manner, and to comply with all ordinances and regulations relating to the occupancy of the Rented Property. The Client acknowledges that he/she will fully inspect the Rented Property upon arrival and is personally acquainted with the condition of the premises. Any issues and/or concerns must be communicated directly to Owner/Agent within 12 hours of arrival time. Should any issue arise during stay of Rented Property it is the Client's sole responsibility to immediately report the issue directly to the Owner/Agent. The premises must be left in a neat, clean and orderly condition prior to Client's departure. The Client

is expected to maintain normal daily housekeeping. Additional housekeeping can be arranged at a nominal fee.

- **Right to Inspect and Entry.** Owner/Agent may enter, inspect and/or repair the Rented Property at any time only in cases of emergency or suspected abandonment. Owner/Agent reserves the right to enter the premises, with a 24-hour advanced notice, for the purpose of inspection, repairs and to show the premises to prospective Renter(s). Owner is permitted to make any and all necessary alterations, repairs and maintenance that in the Owner's judgment is necessary to perform. If Renter is found to be in violation of any of the regulations herein this Agreement the Owner/Agent reserves the right to terminate the Agreement.
 - **Smoking, Fire and Pets.** Smoking is not allowed inside the Rented Property, smoking is allowed in the grounds on the understanding all dead cigarette butts are not thrown on property and are deposited in the trash. Smoking in the Rented Property will result in a \$100 fumigation charge to Client. No fire, of any kind, be it a camp fire, candles, etc. are allowed on the Rented Property grounds, either inside or outside of said Rented Property. Pets are not allowed under any circumstance, unless prior written permission granted from Owner/Agent.
 - **Keys.** Keys are not available until check-in time. Loss of keys will result in a \$50 charge to Client.
 - **Alteration.** The Client agrees not to alter the Rented Property in any way without prior written permission from the property owner. Alteration include, but are not limited to the following: paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, nails or other adhesive materials on or in any portion of the premises without the written consent of Owner/Agent.
 - **Assignment or Subletting.** The Client may not assign, transfer or pledge this agreement, nor may he/she sublet the Rented Property to anyone else without prior written permission from the property owner.
1. **Security Deposit Release.** The Rented Property will be inspected by the Owner/Agent following Client's departure. If the premises have been left in the clean and acceptable condition, excluding reasonable wear and tear, the security deposit will be returned within seven (7) days of departure. If the owner or agent determines that the premise was not left in a clean and acceptable condition, or that any provision of this agreement has not been met, then the Owner reserves the right to retain all the portion of the security deposit. If it happens, the Owner/Agent will provide a detailed description of the items needing repair and replacement, or work required and associated costs.
 1. **Abandoned Property.** The Owner/Agent will make every effort to contact the Client upon discovery of abandoned property. Any personal property owned by the Client and left on the premises of the Rented Property for more than 10 days after the departure date will be considered abandoned and will be disposed of accordingly.

1. **Refunds.** If the Client wants to cancel this agreement, he/she must notify the Owner/Agent in writing via e-mail and Client will receive confirmation from the Owner/Agent. If the Owner receives the written cancellation request at least 60 days before the arrival date shown in this agreement, the reservation deposit will be refunded in full, minus transfer fees. If the cancellation request is made 30 days before arrival (or less), the Client will receive a refund of 50% of the reservation deposit, minus fees. If the cancellation request is made 29 days before arrival (or less), the Client will receive a refund of 25% of the reservation deposit, minus fees.

In the event of a catastrophic system failure that prevents the property from being occupied, a refund amount will be calculated based on occupancy. The Owner/Agent will not provide compensation or provide an alternative rental property because of the dissatisfaction with

the property, because some minor equipment in the property is not working to Client's satisfaction, or because of inclement weather.

The Client's comfort and satisfaction is very important for the Owner/Agent, who will make every effort to address the situation, however, no refunds or rebates can be guaranteed. The Owner is not responsible for inability to occupy the premises due to acts of God, such as earthquakes, floods, etc. and the Owner has the choice to provide a full refund to the Client.

1. **Warranties and Representation.** By signing this agreement, Client understands and agrees that no one has made or will make any implied or express warranties, guarantees or representations regarding the nature, condition, safety or security of the Rented Property other than by the Owner/Agent.
1. **Indemnity.** The Client and all guests in party hereby, specifically and inclusively, release the Owner, the Agent, its employees, its providers and contractors, its directors and officers, any affiliates and subsidiaries, from any kind of responsibility, liability or similar claim, which may in any way, shape or form, arise from the Client, any visitor or guest of the Client whom for any reason may arrive or be present at the Rented Property and/or the Residence at any time, arising from any accident, theft, loss, act of nature, injury, death and in general any damage or harm which may in any way, shape or form or for any reason or cause whatsoever during the term of the rental or in any way related to this Agreement.
1. **Miscellaneous.** (a) This lease agreement presents the entire and singular agreement between the Client and the property Owner/Agent and no modification, change, or amendments will be binding unless in writing and signed by both the Client and the Owner. (b) All provisions of this lease shall apply to the heirs, executor, representatives and successors of both the Client and the property Owner/Agent. (c) In the event any legal action or other proceeding are instituted to enforce any part of this agreement by the Client, and the property Owner is the prevailing party, Client agrees to pay the property Owners' reasonable attorney fees, costs and expenses. (d) Client agrees to vacate and deliver the premises to the property Owner peaceably and quietly at the end of the rental term (e) In the event that any provision of this lease, or portion thereof, is held to be

unenforceable, invalid, void, or illegal by any court or jurisdiction, then the validity, legality and enforceability of the remaining provision or portion thereof shall not be affected or otherwise impaired. (f) The emailing address stated in the agreement will remain Client's address for the emailing of all notices unless Client notifies Owner/Agent in writing of any change. Emailing of any notice by the property Owner/Agent to Client will be considered as fulfilling any obligation to notify or communicate with Client.

1. **Applicable law:** This agreement will be governed, construed and enforced by the Costa Rican Law. The Client accepts that this agreement does not constitute a lease agreement in the terms of the General Urban and Suburban Leases Law, and is a commercial transaction between the parties.

1. **Payment:** Unless other arrangements have been made, funds should be transferred via PayPal or Venmo to one of these accounts:

17. PayPal: peteknippenberg14@gmail.com

18. Venmo: @Pete-Knippenberg

Owner Signature: _____ Date: _____

I have read and agree to the above terms and conditions.

Client Signature: _____ Date: _____

Emergency Contact Information

In the event of an emergency, who shall be contacted on Client's behalf?

Name: _____ Relationship: _____

Phone: _____ Email: _____