

Rental Agreement

ADDRESS: **108A Marina Cabo Plaza, Cabo San Lucas, BCS, Mexico**

Owner: **James and Freeda Wilson**

CHECK-IN TIME is **AFTER 3 P.M. MST AND CHECKOUT is 11 A.M. MST. NO Early Check-in or late checkout.**

This is a NON SMOKING unit.

PETS -

PETS are not permitted in this rental unit under any conditions.

DAMAGE/RESERVATION DEPOSIT - A reservation deposit of \$300 is required. This must be received within five (5) 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.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All keys are left with the Marina Cabo Plaza lobby attendant and unit is left locked.
- All charges accrued during the stay are paid prior to departure.
- No towels, linens or other items are removed, lost or damaged.
- All remote control devices, dishes, appliances and other contents remain in the condo.
- Parking passes must be arranged with the Marina Cabo Plaza lobby attendant.
- The renter is not evicted by the owner (or representative of the owner), the local law and security enforcement, or the security staff of Marina Cabo Plaza.

PAYMENT – An advance payment equal to 50% of the rental rate is required 45 days before arrival. The advance payment will be applied toward the room rent. Please make payments via credit card. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due fourteen (14) days before your arrival date.

CANCELLATIONS –

A 45 day notice is required for cancellation. Cancellations that are made more than 45 days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 45 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent.

MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel sixty (60) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least sixty (60) days prior to check-in.

Rentor signature _____ Date _____

MAXIMUM OCCUPANCY – The maximum number of guests is limited to four (4) persons. An additional charge of \$10.00 per person per night for guests in addition to two (2) will be assessed. This rule is strictly enforced and any breach will result in immediate eviction.

MINIMUM STAY – This property requires a three (3) night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.

INCLUSIVE FEES – Rates include a one-time linen & towel and cleaning setup. Amenity fees are included in the rental rate. Stays of three (3) days or less require an additional cleaning fee of \$30.00.

NO DAILY HOUSEKEEPING SERVICE –

NO DAILY HOUSEKEEPING SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.

RATE CHANGES – Rates subject to change without notice until reservation deposit is received.

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.

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

WATER AND SEPTIC –The sewer system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products or other substances other than toilet paper have been flushed and clog the septic system, you could be charged damages of up to four hundred dollars (\$400).

STORM POLICY –

HURRICANE OR STORM POLICY – No refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.

Rentor signature _____ Date _____

STORM POLICY CONT'D...

- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

TRAVEL INSURANCE – We highly recommend all guests purchase travel insurance.

This unit is privately owned and the owner's are part of a condominium association; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

Furthermore the rentor agrees to hold harmless the owner against loss or threatened loss or expense by reason of the liability or potential liability of the rentor for or arising out of any claims for damages of any kind.

By Signing Below, I agree to all terms and conditions of this rental agreement.

Rentor Signature _____ Date _____
(must be the holder of the credit card used)

Rentor address _____

_____Postal code/Zip code_____

Rentor phone number(s) Home _____ Cell _____

Rentor Print name _____
(must match the name on the credit card)

Owner signature 1) _____ 2) _____

Owner's signature Date: _____