



RENTAL AGREEMENT

NO EXCEPTIONS!!!!

A Damage Deposit of \$400.00 is required and will be added to the final payment.
It is 100% refundable and will only be retained if:

- *The property is not left in an acceptable condition and we have to incur extra cleaning costs.*
 - *You exceed the maximum occupancy of six (6) guests without prior payment.*
 - *If non-renters are using or sleeping in the Villa.*
 - *Parties or gatherings without prior consent.*
 - *Any damages or loss made to the property.*

RENTAL TERMS AND CONDITIONS

****PHOTO ID IS REQUIRED AT CHECK-IN ****

ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN.

THIS IS A VACATION RENTAL AGREEMENT. YOUR SIGNATURE, INCLUDING DIGITAL OR ELECTRONIC, ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THE VILLA AS A VACATION RENTAL.

(ALSO KNOWN AS TRANSIENT OR NONRESIDENTIAL RENTAL).

KEYS ARE ISSUED UPON ARRIVAL AT PROPERTY AND ARE TO BE RETURNED ON DEPARTURE. MISSING/LOST/UNRETURNED KEYS WILL RESULT IN A \$50 CHARGE.
SORRY: NO PETS OR SMOKING.

(SMOKING PERMITTED ON THE ROOFTOP TERRACE ONLY)

Definitions. "Owner" shall mean the owner, the owner's representative, property manager, Tropical Coast Properties, or authorized entity. "Guest" shall mean the above listed guest himself or herself, guest(s) invitee(s) and/or any other person(s) who is, or who can reasonably be expected to be, under guest(s) control.

1. RESERVATION DEPOSIT of 50% is required to confirm your reservation. If there is less than 30 days until the arrival date, then the total amount is due.

2. BALANCE REMAINING + \$400 DAMAGE DEPOSIT must be received 30 days prior to arrival and can be paid by Credit Card. An invoice requesting the final payment + damage deposit will be sent to the email address you provided during the booking process. For reservations made less than 30 days from check in, the total amount, as shown, is immediately due.

3. DAMAGE DEPOSIT of \$400.00 will be refunded to your Credit Card within ten (10) days of termination of occupancy, less any deductions authorized under this Vacation Rental Agreement.

4. CANCELLATIONS. If you cancel less than 30 days prior to your Arrival Date, we will retain your deposit unless we are able to fill your cancelled reservation. If we are able to rent the Villa again, we will return your deposit. If you cancel more than 30 days from your Arrival Date, we will refund the deposit, minus any applicable Credit Card Fees. There are no refunds for early departures, delayed arrivals, inclement weather or reduction in the number of nights reserved. If Rincon, Puerto Rico is under a Hurricane or Tropical Storm Warning during the dates of your stay, and you are unable to travel to the Villa, refunds will be granted, minus Credit Card fees. It is recommended that Guest purchase Travel Insurance.

5. TERMINATION. If Guest or any member of Guest's party violates the terms of this Agreement, Owner may terminate this Vacation Rental Agreement with no refund.

6. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS OVER TWENTY-FIVE YEARS OF AGE. Guest acknowledges that he/she will not assign this Agreement or sublet any portion of the premises. Occupancy is restricted to the maximum of six guests as set forth in this Vacation Rental Agreement. Guest agrees that the premises shall not be used for any illegal or unlawful purpose.

7. CHECK IN will be after 3:00 PM on the arrival date. There is no early check in allowed without prior arrangement with the owner.

8. CHECK OUT on the date of departure will be by 11:00 A.M. There is no late check out allowed without prior arrangement with owner.

9. FURNISHINGS include bed linens, pillows, bath towels, blankets and bedspreads.

10. CARE OF VILLA AND COMMON AREA. Guest is expected to care for the premises as if it were his or her own. Guest acknowledges that unless Owner is notified on day of check-in of any damage or cleaning concerns, all damages or concerns to premises during the occupancy will be Guest's responsibility and must be reported to Owner and paid prior to departure. Guest must leave the Villa in a clean condition to include the following: (a) all trash removed from the residence, (b) all dirty dishes cleaned, (c) refrigerator left clean and free of perishable food, (d) dirty linens/towels collected into a pile on first floor kitchen, (e) doors locked and windows closed and locked, and (f) all breakage reported to Owner. Failure to comply will give Owner the right to deduct appropriate sums from the security deposit.

11. SECURITY. LOST, STOLEN OR ABANDONED ARTICLES. Owner shall have no responsibility for lost, stolen or abandoned items. Guest will pay for shipping for any items returned at Guest's request. Guest is responsible for the villa during occupancy and must lock the villa's windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property.

12. RIGHT OF ENTRY. Guest agrees that Owner reserves the right to enter the Villa anytime to investigate disturbances, check occupancy, check for damage, and make repairs or improvements as Owner deems necessary or appropriate.

13. INDEMNITY. The Guest shall hereby indemnify and hold harmless the Owner and Tropical Coast Properties against any and all claims of personal injury or property damage or loss arising from use of the premises and any amenities regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss that the Owner may maintain on the property does not cover the personal property of the Guest, and that the Guest should purchase their own insurance if such coverage is desired. A responsible adult must be on the premises at all times when children or teenagers are present.

14. POOL LIABILITY WAIVER: The Guest acknowledges that there is no lifeguard on duty. As such, Guest is responsible for Guest's safety and the safety of any guests of Guest. Guest acknowledges that children or handicapped individuals should not be left unattended near or around the pool. Guest acknowledges the inherent risk in swimming or playing around a pool area. Guest hereby assumes all responsibility for Guest's safe use of the pool and pool area. People under the influence of alcohol or any kind of pet will NOT be allowed in the pool.

15. ENTIRE AGREEMENT: Guest acknowledges that this Agreement constitutes the entire agreement. No modification of this Agreement shall be binding unless evidenced by an agreement in writing. Electronic mail will be considered an acceptable form of writing.