

## Rental Contract for Casa Big Sur

In consideration of the agreements of the Renter and the Owner, known as Casa Big Sur, The Owner hereby agrees to rent to the Renter the dwelling located at Dominical, Escaleras, Costa Rica, for the period commencing on \_\_\_\_\_ 2016, and thereafter until the last day of \_\_\_\_\_ 2016, at which time this Agreement is terminated. Renter, in consideration of Owner permitting them to occupy the above property, hereby agrees to the following terms:

1. RENT: To pay as rental the sum of (\$ \_\_\_\_\_) for \_\_\_\_\_ days, due and payable in advance of check-in, with a 50% deposit (\$ \_\_\_\_\_) due today and balance (\$ \_\_\_\_\_) four weeks before arrival.
2. We prefer payment to be send via Check, ACH transfer or Wire to the following account:

**Bank of America: Account Number 325015165356, Routing Number 121000358**

Alternatively we accept Mastercard/Visa Only with the link found on our website ([www.casabigsur.com](http://www.casabigsur.com)) under **Rent Now**

3. CANCELLATION POLICY: A written trip cancellation notice 120 days in advance is required to receive the 50% deposit back. The 50% deposit will be forfeited if cancelling within 120 days of your trip. If there is any risk in your travel purchase travel insurance in advance.
4. EXTRA VISITORS: To use said dwelling as living quarters only for a Maximum of 10 adults/children. NO exceptions unless in writing and in advance of the stay. The fee for each additional person (ONLY with written approval) is \$500 per night payable in advance.
5. GROUP ENTERTAINMENT: The house and property will not be utilized for any organized event (wedding, reception, organized party) without a prior approval and the signing of separate agreement governing the use and fee being paid.
6. SECURITY DEPOSIT: Renter agrees to give credit card information hold prior to arrival for a security deposit, which must have a preauthorized \$2,500 deposit. The credit card deposit will be utilized only to compensate the Owner for any damages occurring during the Renters stay. An itemized list of any damages will be provided to the Renter prior to the work being completed. The Renter is legally responsible for any and all damages during the stay.
7. PETS: No pets are allowed. Any unauthorized pets will incur a cleaning fee of \$900.
8. RESIDENT'S OBLIGATIONS: The Resident agrees to conduct him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others and to protect and preserve the home and its furnishings. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse. No glass is to be utilized outside the house under any circumstance.
9. PERSONAL PROPERTY: No rights of storage are given by this agreement. The owner shall not be liable for any of Renters loss, personal injury or damage to Renters property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the rented property resulting from electrical failure, water, rain, windstorm, or any act of God.
10. REMOVAL OF PROPERTY: Renter agrees not to remove or alter in any way Owner's property. A walk through will be completed at the time of arrival and prior to departure by the property manager.
11. PHONE: Renter agrees to pay for outside of Costa Rica telephone calls.
12. OWNERS AGENTS AND ACCESS: Casa Big Sur is currently for sale and may be shown FOR SALE by a listing agent, with advance notice given to the renter. We will only show the house at a convenient time between the hours of 10am – 4pm.

13. SMOKE DETECTORS: Smoke detectors have been installed in this residence. It's the Renter's responsibility to notify the property manager immediately upon any smoke event.
14. SMOKING: No smoking is permitted in the house, on the balconies, porches or the covered area downstairs. Smoking outside and away from the house is allowed and ashtrays are provided; this will be strictly enforced.
15. ACKNOWLEDGMENT: The below-signed parties acknowledge that they understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.
16. CHECK IN: Casa Big Sur available for occupancy after 4pm on \_\_\_\_\_ 2016 and shall be vacated by 10:00am on \_\_\_\_\_ 2106.
17. GUEST BOOK: A guest book is provided to give you the important details of the house. We will also walk you and your guests through the house to become aware of the use of Casa Big Sur.

LEGAL CONTRACT: This is a legally binding contract both in Costa Rica and the United States. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS \_\_\_\_ day of \_\_\_\_\_ 2016, at \_\_\_\_\_ (City/State)

\_\_\_\_\_  
Signature

\_\_\_\_\_, (Print Renter's Name)

\_\_\_\_\_  
Matthew Hayden , Owner