

15 Finisterra San Jose Del Cabo. CASITA POOLSIDE 2023 General contract (June 2023)

This is a legally binding Minimum ???? month contract. Terms Year Residential Rental Agreement once signed by all parties. After 12 months, the contract becomes a "month to month" contract or otherwise negotiated by the tenant and landlord.

The rental agreement begins _____

Any adjustments to this lease date must be negotiated and agreed upon by both parties.

This is a guaranteed contract once both parties signed, a photo of an identification card is received, and the landlord has received the refundable deposit.

\$* ???? USD/\$* ???? pesos BASIC RENTAL RATE for the 12-month contract. Monthly (17.50 exchange lock)

\$* ???? USD / * ???? pesos Property Fees

Property Fees include Fast Wifi, Garbage, Water, Gas, Pool Service, Gardening Service, and Fumigation.

\$ PLUS Casita's CFE Electric . Poolside Casita's CFE HAS BEEN \$1000- \$8000 pesos for the 2-month cycle.

The property owner pays CFE immediately when received.

The tenant will receive a copy of the bill to pay the added fee with their next rental payment.

\$100 monthly to reserve a carport

(presently not available - across the street parking is available OR BEHIND ONE OF OUR CARS WHILE WE ARE IN USA)

Pets \$75 monthly for one pet, add \$30 for a second pet (no pets presently)

You can use the big Casa Pool when the Casa is not rented at a "full rate", 11 am-7 pm.

NO Casa Jacuzzi use is available.

\$70 PETS Monthly Fee (Add \$40 for a second pet):

No animals/pets shall be kept on the premises without the landlord's prior written consent.

Regular walk-throughs may be needed to ensure no damage is happening in the unit.

Walk through with a minimum of 24-hour notice to review the unit.

The tenant must remove pet debris immediately to maintain a clean and safe environment for neighbors, void lease termination, and secure the security deposit.

If there is a concern of damage to the unit from pets or complaints from neighbors/renter/service people of any kind, including and not limited to barking, pet odor, or aggressiveness toward people or pets, a 30-day termination notice may be given. (2 warnings/solutions will be given. Unless the situation is severe - a bite or "dog messes" or something similar)

RESERVED PARKING IS AVAILABLE for \$100 monthly for one inside carport parking space..(presently available)

This includes the street space behind your carport.

You will receive an electric garage door opener remote.

You will need to return the remote BEFORE the end of your lease.

The parking space area cannot have automobile repairs conducted in it.

When you are in the casitas below the carport, you can hear when that carport is being used.

*The unit's parking area cannot have automobile repairs conducted.

Home Entry Key Codes are given to each tenant.

The shared Internet network is conchablanca the password is conchablanca

Move-in video/photos are encouraged, closest to lease begin (10 days max) to confirm the home's condition near move-in.

Move In/Out Doc listing cleaning details will be emailed. Please add any information/photos to help document the condition of the casita at move-in/out.

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PARKING: You must park across the street in case other renters/friends/family/service members need to be able to access the carport.

Do not Park in front of neighbor's home for more than an hour.

When we are gone in the summer, you can park in front of the home, behind our carport. This would be only when you are ON the property, and available to remove your car if needed. Example: If we return during the summer, delivery drop off, water or propane servicing.

Never block two carports with one car.

You must inform your visitors to park across the street.

*Your personal items need to be removed from shared spaces (poolside, staircase, carport) by the end of the day.

Tenant is responsible for minor repairs resulting in less than \$25.00. (light bulbs, pest control, batteries for doors...)

____ Hurricane Season: If there is any chance of a storm or hurricane, you can avoid paying for damage inside or outside your home by doing the following.

* Chairs or tables in front of your casita must be moved inside your casita OR placed "out of the way" to the shared laundry room.

* If you plan to leave for a few days, leave the ceiling fan ON, (The room needs ventilation to avoid mildew)

*There is a "sand snake" (Sand Bags for Casita Poolside View at the bottom of bathroom closet) for your casita if even needed. They will help to avoid water coming into your home

*Use shutters or fabric for hurricane protection that has been created for your home, to avoid damage that can be caused by storm or hurricane.

RENT IS DUE ON THE 1st OF EACH MONTH. (Prorated first month rental rate may apply.)

Rent received AFTER the 3rd of the month will incur a DAILY \$20 late fee until current.

PAYMENT OPTIONS:

*Pesos Preferred

*Zelle or Pay Pal Online Bank Service: to karen@KarenFrances.net 1-650-274-6508

*If from the USA: Mail a Bank Check /"Bill Pay" with a paper check having proof of sending if needed.

Check Written to: Karen Colino PO Box 2798, Stateline NV 89449

*Intercom Mexico Bank counter cash deposit (copy of receipt texted day of deposit)

*Mexico "FACTURA" rental payments deposits require a 16% AVI and need to run through my Intercom Bank monthly.

- Wiring instructions will be given to you. We will need your Invoice Name, RFC number, Address, and Phone Number. Wired payment must be submitted to my Intercom Bank Account, to complete invoiced payments.

*USD/Peso payments presently at 17.5 exchange rate

- *Other payment methods will be considered, with new technology.
- *The rental amount received must equal the full amount of the rent amount owed. Tenant pays any merchant fees - sorry no air miles :O)
- A photo link will be given to you to show the move-in condition.
- A video and/or photos are encouraged to be detailed by the renter as close to move-in as possible. This will help confirm the condition of your home at move-in.

Move In/Out Doc listing cleaning details will be emailed, as well as left at the property. Please add comments.

Tenant has examined the premises and all the fixtures, with the following exceptions:

APPLE TV devices are set up on each TV. Presently Netflix is available, and other free channels are available.

Page 2 of 7) sign and date:_____

The TV Streaming device and HDMI cord must be returned/remain on TV, working or broken & SETTINGS MUST NOT BE CHANGED to avoid a \$150 charge fee. (Do not log into your personal account or set it to Spanish)

The tenant is responsible for minor repairs resulting in less than \$25.00. (light bulbs, pest control, batteries for fire alarms...) The tenant shall always maintain a clean and sanitary premise, at their own expense. This includes all equipment, kitchen appliances, furniture, and furnishings. The tenant shall be responsible for damages caused by his/her negligence and that of his/her family or guests. **Examples not limited to: toilet backup, pests from not cleaning, and water left that creates mold.

Should the tenant neglect maintenance or activities, creating damage over the usual "wear and tear" to the unit of any type; the owner or agent may assume the responsibilities/expenses to repair on the tenant's behalf. These costs shall be named "Additional Rent", and must be payable to the owner on the first of the following month as a separate "add rent" payment. If the tenant fails to pay this "Additional Rent" on time, the owner shall have the same rights against the tenant as if it were a failure to pay rent.

Tenant shall not paint or redecorate without the prior written consent of the owner. All paints and materials and work plans must be approved in writing by the owner or his/her authorized agent.

_Tenant shall not attach any fixtures, blinds, or any other objects to the real property by nails, screws, or glue. The tenant will need to repair or pay for repairs at the owner's discretion. Any damage caused by the removal of items must be repaired to avoid fees.

*Music and conversation can sound loud in any part of the property. Please be mindful of your volume at any time of day to make respectful decisions.

*Patience will be needed, sharing this property and having other homes nearby.
Thank you for appropriately negotiating any requests from others.

*Personal property may not be left in shared areas (door entries, carport, poolside, shared laundry room) unless agreed upon by the landlord and other tenants.

_____*This is a non-smoking home. Smoking is not allowed inside the home OR in shared spaces.

Do not put any ashes in the garbage cans INSIDE the home to avoid long-lasting BAD odor.

_____*Conversations and music must be taken INSIDE after 10pm. Except for special events (New Year's Eve)

_____*Understanding neighbors are close and "sound travel" requires awareness for a "Neighborly effort".

Day OR Night -Tv, music Conversation, should be at a level to not distract/upset neighbors.

Ask neighbors respectfully to adjust their activities for the best results, when needed. Yet, neighbor activity is out of our control.

Additional guests staying over 10 days a month will violate this contract. The owner will need other occupancies to be processed as a tenant unless otherwise negotiated. Having guests stay on the property without the owner's written consent can terminate this lease at the owner's sole option OR add the sum of \$100.00 monthly as additional rent for each person who occupied the premises with said tenant (s).

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____ Tenants can not have people occupy the home when the renter is out of town. Because undocumented occupants would not be aware of "house rules", they are not responsible for their errors, and we do not have each other's contact information for an emergency.

Your friends/family may rent one or both Casa lower master bedrooms. Reservations and fees have to be created in advance, they are required to sign a contract, pay a deposit, email a photo of their ID, and rent may need to be prepaid or paid upon arrival depending on the landlord's request.

*Entry is poolside.

*No Kitchen or living area, no jacuzzi use.

*QUIET HOURS: 10 pm-9 am- Weekends, Holidays, and Special Events may adjust guidelines with notice. Please also be aware, we can ask neighbors to be respectful of their activity. Yet, the results are out of our control.

ASSIGNMENT AND SUBLETTING Tenants shall not sublet any part of the premises without the landlord's prior written consent. This includes vacation renting rooms without permission.

Landlord can not be held liable for loss of, damage, or injury to property, pets or persons because of any negligence or other wrongful act of omission by tenant, guest, or "mother nature". _

RIGHT OF ENTRY FOR PERIODIC INSPECTION: The owner may enter during reasonable hours and for the purpose of inspecting the premises every 6 months or with 24-hour notice. These inspections are necessary for agreed repairs and inspection of decorations, alterations, or improvements. This may also be needed for exhibiting the unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. The owner shall be deemed to have given 24 hours written notice by text, email or posting a notice in a prominent place stating such intent to enter at least 24 hours before the intended entry. If the tenant becomes very incorporative in allowing access which results in the challenges of repairs or maintenance, the landlord will terminate the lease.

EMERGENCY ENTRY: The owner or his agent may enter the property at any given time without the consent of or notice to the tenant ONLY IF it is an event of an emergency constituting a danger to life, health, repair of property or electronic. Tenant may not change any locks for any reason for this reason.

IF TENANT DEFAULTS in any conditions of this agreement, including but not limited to the payment of rent, to clean and/or repair damages to premises caused by the tenant, the landlord may apply the whole or part of this security deposit toward payment owed or cost to clean/repair. If the damages and/or cleaning charges shall exceed the amount of the deposit, the tenant agrees to pay any additional sum necessary to cover the deficiency. The security deposit shall be accounted for in writing to the tenant no later than two weeks after the landlord becomes aware of the tenant having vacated the premises. Tenant shall not be entitled to any interest on the security deposit.

A YEARLY RENTAL RATE INCREASE may or may not be given on or after the anniversary of the original signing of this lease. If ever a delay in its renewal, the yearly renewal date still remains the date of the ORIGINAL signing.

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A TENANT MUST GIVE A WRITTEN 30-DAY NOTICE: must be given to end this rental agreement.

*If the tenant does not completely vacate the property by the agreed upon, the full deposit may be voided.

*Items left on the property after the move-out date will be considered abandoned and may be used, sold, donated, or a fee will be applied for its removal

END OF LEASE FEES:

*Fees will be paid separately from rent and not to be considered part of the Security Deposit balance.

*A pre-walk-through will be given to help prepare for the lease end and help ensure the return of the security deposit.

*Any Tenant Repairs needed must begin immediately.

*\$150+ If the tenant's furniture and/or household items are left in the home or on the property.

*\$150 minimum if cleaning is incomplete and ready for the next tenant. (please see Move-In/Out document.)

*There is a \$150 Apple TV fee if the device is not returned. (working or not working)

EARLY TENANT LEASE TERMINATION:

*If the tenant requests to terminate the agreement before the lease's end, rent will still be the responsibility of the present tenant till the home is occupied by a qualified tenant at a fair market rate.

Cancellation Fees:

*30+ days or more of a "Notice of Early Termination" has a cancellation fee that is equal to 2 months of the rental rate paid time of notice.

*Less than 30 days "Notice of Early Termination", has a cancellation fee that is equal to 50% of the rental rate plus 2 months of the rental rate paid at the time of notice.

*Less than 15 days "Notice of Early Termination", has a cancellation fee that is equal to 75% of the rental rate plus, 2 months of the rental rate paid at the time of notice.

*In addition to the cancellation fee, a \$200 to help compensate for Home Tours, Walk-Throughs, and paperwork exchanges when the property owner or manager needs to be present.

*These \$200 Home Visit Fees may be avoided if

#1 the landlord must believe the home is clean and uncluttered enough to show potential tenants.

#2 Tenant hosts Home Tours to minimize the time taken by the property manager or landlord.

The OWNER's "Walk Through" will be scheduled before the lease's end to help aid the tenant with activities that will help ensure full return of their Security Deposit. Multiple scheduled appointments with a 24+ hour notice will be given to allow potential future tenants to be escorted by the landlord or property manager to view the home.

The final Walk Through Should be scheduled for the day of or after departure unless otherwise negotiated.

Move In/Out doc should be used to help with Security Deposit Return.

IF TENANT ABANDONS OR VACATES the premises without notice, the landlord may at his/her option terminate this agreement, re-enter the premises and remove all property.

IF TENANT BREAKS THE TERMS OF THE CONTRACT or s 7 (or more) days late paying rent twice OR more than 14 days late once, you will be given notice to vacate in 48 hours and not allowed back into the property after that time period.

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COURT FEES: The prevailing party may recover from the other party his/her costs and attorney fees of any action brought by either party to enforce any terms of this agreement or recover possession of the premises.

_____ ALL Qualified PETS must have the owner's written consent, with a fee of * ???? Monthly & Add * ???? for added approved pets.
* 30-day Termination Notice may be given, if there is a concern of damage to the unit from pets or complaints from neighbors/renter/service people of any kind including and not limited to barking, pet odor, pet poop, or aggressiveness toward people or pets,
• *Full deposit will not be returned if "non-contracted" pets live in the home.
• *Pet Debris must be removed immediately to maintain a clean and safe environment for neighbors, to void lease termination, and to secure the security deposit.

Owner acknowledges # 0 dog, # 0 of cats, # _____ of other type.

PETS type/names: _____

*Regular walk-throughs may be needed to ensure no damage is happening in the unit.

*Walk through with a minimum 24-hour notice to review the unit.

*2 warnings will be given. Hopefully, solutions will terminate the challenge.

*Immediate lease termination if the situation is severe - a bite or "dog messes" or something similar.

*Early Termination fees will equal tenant early termination of lease request fees.

TO COMPLETE THIS LEASE PROCESS- terms are changeable, and the lease is not secure until all below is complete:

TO SECURE THE HOME:

*Email a Photo of each Driver's License OR ID

* ???? Rental Refundable Security Deposit

* ???? Last Month's Rental SUBTOTAL

* Signed Lease

????? USD/ ????? pesos Refundable Security Deposit

At lease end, the rent must be paid in full, all personal belonging removed, all lease begin items returned as received, and the home cleaned to FULL detail - "as received". (view Move-In/Out Doc)

The refundable deposit will be returned within 72 hours of the lease end unless there is a repair or item in question after the rental home is returned at the lease end

AT MOVE IN DATE : ????

_____ \$* ???? pesos (* ???? USD =) "Prorated" for the number of days in the month of renting/move-in.

\$* ???? pesos due at the first of each month.

Add * ???? Property Fees monthly, beginning on * ????

*Any photos of damage and Move-in and Move Out doc to be received in the first 2 weeks

Page 6 of 7) sign and date: _____

1) Tenant full Name: _____ Tenant Signature: _____

Phone NumberS: _____ E-mail: _____

Emergency contact (name, relationship, phone: _____

2) Tenant full Name: _____ 0 _____ Tenant Signature: _____

Phone NumberS: _____ E-mail: _____

Emergency contact (name, relationship, phone: _____

Property Owner Name: Karen Frances Colino Owner Signature: Karen Frances Colino Date: Aug 21, 2020

Phone NumberS: _1-650-274-6508_____ E-mail:

_____Karen@KarenFrances.net_____

Emergency contact (name, relationship, phone: ___Frank Colino
650-642-7991_____