

CONCHA BLANCA General RENTAL AGREEMENT

Paseo Finisterra 15, Campo de Golf Fonatur, San José del Cabo, B.C.S., Mexico
karen@MyCaboEscape.com +1650-274-6508 & frankmcollino@gmail.com +1-650642-7991

The Owner agrees to rent the selected property to the Renter under the following options and conditions: The Renter must read and agree upon this contract before payments are received. The renter signing is responsible for his group's understanding the following agreement. The renter has 48 hours (unless otherwise negotiated) to also forward a copy of their driver's license to the e-mail address posted to secure the rate and booking.

YOU WILL NEED TO FORWARD a photo of your Driver's License, Phone Numbers, and Best Contact Email for contact during your stay.

***This contract will be forwarded to you to pass on to your group to ensure the group has read House Rules.**

CC karen@mycaboescape.com and forward the contract and guests can ask questions and receive travel updates directly.

Self Check In after 3 PM, Check Out Before 11 am

Let us know your flight times. We can normally adjust check-in/check-out times if the cleaning calendar allows it.

*\$10 per every 5 minutes for late Check Out - No Charge if CLEANING CREW HAS NOT ARRIVED AT HOME.

*Please do not enter the home early IF CLEANING CREW IS PRESENT. The interruption will reduce their quality of service.

BEFORE YOU RESERVE YOUR DATES: (Dates and rates are not guaranteed till confirmation to move forward)

*Notify the homeowner if you will or if will NOT be having any of the optional upgrades listed below for a final rent subtotal

*You must notify the homeowners you want to reserve and wait for confirmation to move forward

TO RESERVE YOUR DATES TENTATIVE: (Reservations are not guaranteed till the process below is complete)

*Photo of Driver's License to karen@MyCaboEscape.com by email

*This contract and your Check In/Out Reminder doc. must be emailed to your guests and our email should be CCed.

UPGRADE OPTIONS BELOW: (You must notify us if you want an upgrade. Upgrade fees are non-refundable but can be credited toward your next reservation)

*** EXTRA GUEST FEE: for more than 2 guests is a \$10 nightly fee**

*** PETS: \$50-75+ per reservation.** (Rate depends on quantity, type, and length of stay)

*Cleaning crew pet complaints Void Security Deposit.

*Dogs being in the home without a pet deposit paid voids the Security Deposit.

*Your Security Deposit will be withheld for pets at the home if they are not noted on the Rental Contract.

*You are responsible for bringing what is needed to protect furniture from pet hair/odor

* Due to the challenge of keeping fur off blankets and linens, pets are not allowed on/in the bedrooms.

*Neighbor Complaints regarding pets (ex, Barking for hours) may cause early departure from the property and result with a non-refundable security deposit.

*You are completely responsible for any expense due to pet situations. (Replacement of damaged items, Lawsuit expense involving your pet)

*Daily "Pet Poop Pickup" is required to avoid the smell, extra work for the gardener, and not having anyone step in and spread poop. :O)

As much as we would love for you to bring your whole family/pets on vacation, we rather you choose another home if this is a challenge. Thanks for understanding.

A MINIMUM OF 25 YEARS OF AGE is needed to sign our Home Rental Agreement. Although it is most important how you respect your neighbors and how you treat the home, if there is any concern with the size of the party count being over the maximum group size, management will stop by to respect neighbor complaints and to avoid your group paying any type of legal town fees.

PARKING: Guests must not park vehicles in front of neighbors' homes or take up 2 car spaces with 1 car. There is parking across the street. There is 1 carport for your use at the home for an upgrade fee.

KEYS: A key code for entry and internet is in our "Check In/Out Document," which will be given to your group once the Final Payment is received.

GUEST GARBAGE PICK-UP ASSISTANCE The garbage service is done twice a week. The garbage can containers are on the sidewalk in front of the home, ready for garbage pickup. Garbage pick-up is twice a week.

GARDENERS, POOL SERVICE, is at home three times a week. They do not go into the home.

Maintenance and Repairs may have to be done during our stay.

FUMIGATION is a monthly service for outside in inside the home. It takes about 20 minutes to dry. We recommend you take your pets out of the home during this time.

EXTERIOR OUTDOOR CAMERAS are not always reliable. Please lock your car doors and put personal items in a safe area.

NON SMOKING HOME: Smoking is not allowed inside the home. Smoking IS allowed outside the home. However, cigarette buds or ashes left IN OR AROUND the home will forfeit your security deposit.

SUPPLIES: Some cleaning, paper goods, a coffee bar, shower dispensers, and linens are supplied but are not guaranteed to last your full visit. The owner's cabinet is for the owner and the cleaning staff's use. "Dipping into" the owner's Closet can void the Security Deposit.

DAMAGES: A refundable security deposit will be required before your stay, protecting the Owner against theft from or damage to the property, hereinafter referred to as "damages." The deposit will be returned 5 days after the renters vacate the property. A deposit may be applied by the Owner to correct damages, and such an act shall not prevent the Owner from claiming monies over the deposit to correct damages. The renter agrees to provide the Owner with a forwarding address before the commencement of the lease. The renter agrees to properly use and operate all furnishings, including electrical and gas appliances, plumbing fixtures, electronic home entertainment property, fireplaces, heaters, and all other items of whatsoever kind or nature provided during the term. The renter also agrees to leave the home so that no extraordinary housekeeping will be required after departure. Renters understand their responsibility as occupants and accept the financial burden for any property damage caused by the renter or their guests. Renter agrees to pay replacement value for items damaged or lost to theft during their stay or for extra cleaning required.

CANCELLATION: Varies between the website where your reservation was made. MyCaboEscape Cancellations are [fully refundable if canceled 60 days or more](#) before the date your rental was to begin. Cancellations made less than 60 days in advance will receive no refund. If the renter cancels and the owner can rent the condo for some or all of the canceled days, the renter may receive a partial refund for the amount on the days and rate the home is rented. Early departure does not warrant any refund of rent or deposit. There are no refunds due to weather.

ATTITUDE: Please understand the benefits and disadvantages of a Vacation Rental Home. It does have the benefits of an on-site front desk manager, concierge, handyman and an optional of room change with something does not meet high standards. Incessant complaints will not qualify you for monetary compensation, and by signing below, you agree to this. We have taken many steps to ensure a great visit and guests return every year.

MEXICO HOME ENTERTAINMENT: We have been able to install fiber optic internet that will give us the highest internet speed. Free internet service. However, services do not always go as expected in Mexico. Technology changes, and we can only do so much to ensure proper function. **DO NOT LOG US OUT OF OUR NETFLIX ACCOUNT, CHANGE THE LANGUAGE/SUBTITLE SETTINGS, OR ADJUST ANY TYPE OF ELECTRIC SETTINGS.** This will cause major service challenges, and you must void your deposit.

WEATHER & WINTER CONDITIONS: There will be no refunds due to inclement weather or power outages. Hurricane Season is not always predictable. Hurricane shutters may be covering windows Aug, Sept or Oct. If there is an unexpected hurricane warning, we may have to interrupt your stay with hurricane shutters being placed and/or staying up till the concern is over and the men have time to take them down.

SUBLET: The renter may not sublet the residence or assign this rental agreement without the written consent of the Owner.

MAINTENANCE & REFUNDS: The Owner makes every effort to ensure that appliances/devices in the home are in operational condition, Please report any problems as they are discovered. The owner will make every effort to correct the problem. However, at times, we must wait for parts or outside service. therefore, refunds cannot be made for inconvenience due to the failure of appliances/devices.

FILTERED PURIFIED WATER. We do have a full house water filter system. We do not advertise it because if it goes out, it can be challenging to get up and running again.

USE: Rental shall be used to comply with state, county, and municipal laws and ordinances. Renter shall not use the rental or permit it for any disorderly or unlawful purpose or in any manner that may interfere with other residents' quiet enjoyment of their residence. Any misuse described above shall result in the termination of the Rental Agreement, and no refund of any payments will be issued. Any fines received from Law Enforcement due to pets or guests associated with your group will be your responsibility.

INDEMNIFICATION: Renter releases the Owner from liability for and agrees to indemnify the Owner against losses incurred by the Owner as a result of (a) Renter's failure to fulfill any condition of this agreement: (b) any damage or injury happening in or about rental or premises to renter's guest or licensees or such person's property: (c) Renter's failure to comply with any requirements imposed by any governmental authority: and (d) any judgment, lien or other encumbrance filed against renter as a result of renter's action. The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases, discharges and indemnifies the Owner of the property from any and all claims, demands and causes of action by reason of an injury or loss of whatever nature, including, but not limited to serious personal injury or death or property damage, which has or have occurred, or may occur to the undersigned, or any of his/her guests/pets as a result of, or in connection with the occupancy or use of the premises and agrees to hold the Owner free and harmless of any claim or suit arising therefrom.

***QUIET HOURS:** Keep your conversations private, respect the neighbors, and avoid City fines. Take outdoor conversation inside, please. 930pm - 9am. Please keep in mind, "Voices Travel" others may hear your conversation/music, and you might hear theirs.

HOME RETURNED in the condition it was received. Furniture moved must be put back in it's original position. The cleaning girls are not able to move large furniture back into place. Do not move Alexia. TV remotes in their original rooms (remotes are not interchangeable). Plugs back into original outlets. ADJUSTING Streaming TV Memberships will void your security deposit. We do not have tech support on-site to return devices to workable conditions.

EXITING/CLEANING GUIDELINES: are on the last page of this contract. and posted on the kitchen refrigerator.

SECURITY DEPOSIT MAY BE FORFEITED with a lack of consideration of cleaning tasks needed to prepare for our next group of guests. Some reasons yet not limited to damaged items, Broken Glass left unsafe, Vomit, Heavy Cooking Spills, Pet Hair Or Debris, Smoking, Missing Items
*Not contracting with your group's reservation upgrades. For example, bringing pets or extra guests not contracted can void your Security Deposit.

I FIRE AND CASUALTY: If the residence becomes uninhabitable because of fire, explosion, or other casualty, the Owner may, at his/her option terminate the rental agreement

RIGHT OF ACCESS: The Owner/manager shall have the right of access to rental for repair and maintenance during reasonable hours. In an emergency, the homeowner or local manager may enter at any time to protect life and prevent damage to the property.

Safety: Never leave children or unaccompanied on balconies and poolside. The home owner cannot accept responsibility for any injuries caused due to negligence or unsupervised children or pets on the property. It is the responsibility of the signee of this contract to forward this contract to his guests. You must also remind all persons of risks that include, yet are not limited to, the staircase, stray balls from the golf course, a non-gated pool, a tall balcony, etc.

RELEASE OF LIABILITY: The Owner shall not be liable for loss or damage to the Renter's property for any reason or cause. Renter agrees to indemnify, save, and hold harmless the Owner, property manager, or service people from any loss, liability, damage, or cost owners may incur due to property occupancy. Any disputes arising under this Agreement shall be mediated subject to the laws of Mexico.

FAILURE OF THE OWNER TO ACT: Failure of the Owner to insist upon compliance with the w/terms of the agreement shall not constitute a waiver of any violation.

ATTORNEY'S FEES: The guest(s) assume any legal fees resulting from or arising from breach of this agreement. If any portion of this agreement is ruled by the courts to be illegal, it does not nullify those deemed legal.

Rental Date: _____ **Number of guests:** _____

Rental Rate: _____ **Deposit amount:** _____

Added Terms: _____

Reserving this property acknowledges reading the foregoing agreement, agreeing to abide by the above conditions, and accepting responsibility for all guests listed in this agreement. I also verify that the information provided by me is accurate and correct

Page 2 of 4 name, date, signature: _____

A COPY OF THE BELOW DOCUMENT WILL BE INCLUDED IN THE "CHECK IN/OUT DOC" AND LEFT AT THE HOME FOR EASY CHECKOUT.

Early Check-In and Late Check-out can be available if there are no overlapping reservations or maintenance that may interfere.

CHECK OUT ACTIVITY LIST

11 am CHECK OUT

***SECURITY DEPOSIT MAY BE FORFEITED** if cleaning tasks are not considered. Your role in preparing the property for the next group of guests is crucial. Some reasons, not limited to, include damaged items, Broken Glass left unsafe, Vomit, Heavy Cooking Spills, Pet Hair Or Debris, and Missing Items. Due to a history of missing items such as blankets & alarm clocks, we monitor inventory after each guest. There's a minimum \$50+ charge for each replacement.

*Dishes must be well cleaned.

*Feel free to leave the remaining food and beverages in the refrigerator.

*TV RemoteS placed as received - careful they are not wrapped in linens and placed in laundry. :O)

*Please do NOT Remove Blankets, White mattresses/Pillow Protectors, or Printed Bed Skirts.

*Furniture inside and outside should be returned as received at check-in.

*All pet hair/debris removed within & AROUND premises.

*Electronics set as received.

*Double-check closets, outlets, and under the beds for your personal items.

*Tip donations are fully contributed to the cleaning crew and are best placed in bedrooms.

*Turn off Air Conditioners.

*LOCK DOOR

Page 3 of 4 name, date, signature: _____

(REMEMBER TO VIEW THE LAST PAGE THAT HAS OUR EMAIL AGREEMENT.)