

**CASA DE OLAS
RENTAL AGREEMENT**

Casa De Olas
Carr. 4466 Interior, Km. 1.5
Shacks Beach
Isabela, Puerto Rico 00662

This rental agreement is between Alfred duPont hereby referred to as OWNERS or CASA DE OLAS , and John Doe, hereby referred to as TENANT. This agreement is for the rental of the downstairs apartment at Casa De Olas .

TERMS AND CONDITIONS:

REFUSAL OF SERVICE: We reserve the right to refuse service to anyone.

RENTAL TERM: 3pm March, 31 2013 thru 10am April 7, 2013 for a total of 7 nights.

RENTAL RATE: \$400.00 per night plus 7% Puerto Rico Room Tax. (\$2800.00 + \$196.00 = \$2996.00)

PAYMENT: A deposit of 50% of the total Rental Rate and Taxes is due immediately to confirm the booking. The Security Deposit and balance are due within 30 days of the start of the Rental Term.

SECURITY DEPOSIT: A \$200.00 security deposit is required in order to rent the property. This amount will be held and refunded in its entirety by the owner 1 weeks after departure, if no damage was incurred. Lost key fee is \$10.00/per key. Lost remote control fee \$85/per remote.

CANCELLATIONS: Notification of cancellation must be made in writing or by confirmed email. Cancellations made 60 days or more from the start of the rental term will result in a refund of all deposits paid less a \$200 cancellation fee. Reservations cancelled less than 60 days prior to the start of the rental term are non-refundable unless the property is turned over to another client for the same rental dates and amounts which will then result in a refund of all monies paid less a cancellation fee of \$200. If no refund is made, we will however grant the option for a period of 6 months to rebook for the same number of nights. Such re-booking may only be made within 30 days from arrival and subject to availability and a \$200 re-booking fee. Casa De Olas assumes no responsibility for arrival delays or cancellations due to airline travel.

DAMAGES: If the property has been damaged as a result of misuse, neglect, or accident then the cost for all repairs (in US dollars), which includes parts/articles, labor fees, legal fees, attorney fees, etc. needed to restore the property to the original condition when the Tenant rented the property will be assessed. If damage(s) exceed the Security Deposit amount, the Tenant must pay the difference in full including legal fees and attorney fees required to enforce this agreement.

LIABILITY: Tenants are fully responsible for themselves, their children, and people in their party authorized or otherwise with respect to and use of the ocean and pool. Shacks Beach can have strong currents/under tow. There is no lifeguard and waves and currents can create hazardous conditions. The owners of Casa De Olas will not be held liable for any mishap whatsoever involving the ocean or the pool located on the premises. Your decision to stay at Casa De Olas constitutes acceptance of the preceding statement.

The owners of Casa De Olas assume NO responsibility for lost, or damaged item(s) that belong to Tenants or guest(s). This includes loses resulting directly or indirectly from natural events such as floods, storms, hurricanes, or other 'Acts of Nature'. In incidents such as fire, loss of power (beyond our control), a breakdown of equipment or machinery, acts of war, strikes, theft, pilferage, epidemics, quarantines, or cancellation of airline travel, or any similar incident, the owners shall not be held responsible for any additional expense or losses sustained by the guest(s) as a result of such incidents or occurrences.

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THEFT/VANDALISM: Casa De Olas is not responsible for theft or vandalism on or off premises. To reduce the risk of theft or vandalism, please lock the apartment when leaving the property. Keep the street gate closed at all times.

GENERAL USAGE: Tenants are responsible for their actions and those of their guests. Parties are not permitted. Occupancy is limited to the Tenant and Authorized Guests listed herein. Unauthorized guests are subject to house usage fees of \$25/per person/per day. Unauthorized overnight guests charge is \$100/per person/per night. Tenants may neither create nor allow their guests to create noise that disturb other guests or neighbors at anytime but especially between 10pm and 7am. The pool, laundry, yard, parking and outside shower are common areas available to all Tenants, Authorized Guests and Owners.

AIR CONDITIONING: Operating costs for A/C in Puerto Rico can exceed 3x the operating costs for similar square footage in the US. Therefore A/C units **MUST BE TURNED OFF** except when physically present in the room. Windows and doors must be closed when the A/C is in use.

ELECTRICITY/WATER: Casa De Olas utilizes local public utilities for both electricity and water. Casa Bonita is not responsible for service outages related to these utilities. No refunds will be made for lack of power or water due to outages from the local public utilities.

NO SMOKING: Casa De Olas is a strict non-smoking facility. There is to be no smoking or use of flame producing products such as candles, tiki torches, etc. on or in the property at anytime.

ILLEGAL SUBSTANCES: Use or possession of illegal drugs is strictly prohibited. Violators will be required to vacate the premises immediately without refund and will forfeit their security deposit

PETS: NO Pets (including animals that live in the area) are allowed in the apartment or on the property AT ANYTIME. Charge for this violation is \$100/day. **NO** fee for stray cats or dogs on the property.

THOROUGHFARE: Under no circumstances is Casa De Olas to be used as a thoroughfare. Tenants may not provide beach or pool access, parking or equipment storage to unauthorized guests. The beach and street gate is to remain closed at all times.

EQUIPMENT STORAGE: Sporting equipment is not to be stored inside the apartments.

LINENS/FURNISHINGS: Linens and bathroom towels are provided free of charge. You will need to bring your own beach towels. Linens and inside towels may not be removed from the apartments or used at the beach. All furnishings must remain **INSIDE** the apartment. Lost or destroyed towels will be charged at \$20 per towel. Lost or destroyed linens will be charged at \$80 per set.

TRASH: Trash receptacles are located near the entrance of the property. Garbage is to be removed from the apartments daily. Garbage collection is somewhat random. To avoid odors, meat and other food scraps can be placed in the ocean. Fish will eat them immediately. Ants and other insects are a problem in tropical climates. To avoid issues, keep counter tops and floors free of crumbs and remove trash daily.

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BOARD REPAIR: Board repair, use of fiberglass, resin, or sandpaper is not permitted in the apartments or on any decks or terraces. Board repair may be made on the gravel area near the trash receptacles.

CLEANING/CHECKOUT: Please leave the apartment neat with counters cleaned and floors swept. Remove all garbage and perishable items within the refrigerators. Dishes must be cleaned and put away prior to departure. If we have to wash them, there will be a minimum charge of \$30. Beds should be left unmade

OWNER ACCESS: The Owners or their agents will have the right of access to the apartment during your stay. Entry will not be made without cause. Cause will include AC units left on or with windows or doors open, excessive noise, odors, smoke or other conditions deemed inappropriate by owner or their agents or in violation of the rules herein. If access is required, owners or their agents will knock before entering.

GUEST INFORMATION:

Tenant : _____
Authorized Guests: _____

Address: _____

Home Phone: _____
Cell Phone: _____
Email Address: _____

RENTAL DATES:

Arriving: March 31, 2013
Departing: April 6, 2013

ARRIVING FLIGHT INFORMATION:

Airline: _____
Flight Number: _____
Airport: _____
Arrival Time: _____
Approximate departure time from Casa Bonita: _____

CREDIT CARD INFORMATION (in case of bounced check or excess damages):

Card Type: _____
Name on Card: _____
Card Number: _____
Expiration Date: _____
Security Code: _____
Billing Zip Code: _____

SAMPLE

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I, the undersigned, hereby confirm that I am 21 years of age or older, and agree to all the terms and conditions set forth in this rental agreement. I further understand that failure to abide by the mentioned terms and conditions may result in the immediate eviction from this property by the proper enforcement authorities. I also agree to provide adequate payment for the remaining funds to be paid 30 days prior to the said date of rental. If the remaining funds are not paid by the 30 days prior to arrival, I risk forfeiting all deposit amounts paid by me.

Please contact Alfred duPont at 302-530 -3755 or (alfred@eastofmaui.com) if there are any problems. We solicit your suggestions to make your next visit more pleasant. We hope you enjoy your upcoming stay with us and thank you for choosing our home.

Rental Dates: 3pm **03/31/13** thru 10am **04/06/13**

Check in: late

Check out: 10am

Rental Fee: \$280.00

Room Tax: \$196.00

Security deposit: \$500.00

Total: \$2496.00

Tenant Signature : _____

John Doe

Date: _____

Mail Rental Agreement and Check made payable to:

Alfred duPont
CASA DE OLAS
SHACKS BEACH, PR

SAMPLE