

# CASA TRES BELLOTAS, LLC

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## Short Term Rental Agreement – Unit 118, Condominios Bahia Delfin San Carlos, Sonora, México

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2009 between

Name(s): \_\_\_\_\_  
(hereinafter referred to as Tenant) and Casa Tres Bellotas, LLC (hereinafter referred to as Owner).  
Property Management will be performed by Bahia Delfin Condominios (hereinafter referred to as Property Manager).

1. **TERM.** The term will commence on (date) \_\_\_\_\_ at 4:00 p.m. and continue until (date) \_\_\_\_\_ at 11:00 a.m.
2. **RENT.** Rent will be \$200.00 per night.
3. **OTHER FEES.** An impact fee of \$10.00 per night and a onetime cleaning fee of \$20.00 is payable directly to the Property Manager at the Bahia Delfin office at check out.
4. **PAYMENT.** Tenant agrees to pay all charges prior to arrival. Advance rent equal to one night rent or 25% of the total rent, whichever is greater, is required at the time of request to confirm your reservation. This reservation deposit will be applied toward the rent payment. The balance of rental invoice is due 30 days prior to check-in (60 days for Christmas/New Years reservations).
5. **CANCELLATIONS AND CHANGES.** Cancellations made 30 days prior to arrival date (60 days for Christmas/New Years reservations) will receive a full refund less \$75.00 service charge. There will be no refund on cancellations made less than the 30-day or holiday 60-day requirement unless the condominium is re-rented. If re-rented, all monies will be returned less the service fee. Changes to a different Owner condominium can be made after the last day to cancel without penalty if that condominium is available. There are no refunds on unused lodging.
6. **CHECK IN.** The Bahia Delfin office is open 8:00 a.m. to 8:00 p.m. Monday through Saturday and 9:00 a.m. to 5:00 p.m. Sundays. Check in and parking registration is required upon arrival. Tenant will be provided a key. Late arrivals may check in with the entry security personnel.
7. **CHECK OUT.** Check out is required at departure. All doors and windows must be closed and locked and keys returned to the Bahia Delfin office. There is a \$50.00 fee for unreturned keys. Turn off HVAC. Bag all garbage and throw away in garbage collection areas located at the end of the mini-storage building. Place all dirty dishes in the dishwasher and start the dishwasher. There is a \$40.00 fee for dirty dishes.
8. **FURNISHINGS INCLUDED.** The unit has 4 single bunk beds and 1 king size bed. The following items are included in the rental:

<input type="checkbox"/> Dishwasher	<input type="checkbox"/> HD TV w/satellite	<input type="checkbox"/> Linens	<input type="checkbox"/> Beach Towels
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> DVD/CD Player	<input type="checkbox"/> Flatware	<input type="checkbox"/> Beach Chairs
<input type="checkbox"/> Microwave Oven	<input type="checkbox"/> WI-FI for laptops	<input type="checkbox"/> Dishes	<input type="checkbox"/> BBQ Grill
<input type="checkbox"/> Coffee Machine	<input type="checkbox"/> Cooking Utensils	<input type="checkbox"/> HVAC	<input type="checkbox"/> R.O.Water
<input type="checkbox"/> Telephone	<input type="checkbox"/> Beach Umbrellas	<input type="checkbox"/>	

The absence or failure of any of the foregoing features during the rental period will not change the tenants' obligation to pay the rent, and does not constitute a breach of this agreement.
9. **TELEPHONE.** All local calls are free. High speed internet via telephone is free. Long distance charges are strongly discouraged. Long distance telephone charges will be deducted from the security deposit or charged to Tenant's credit card.
10. **USE.** The premises will be used exclusively as a residence for no more than 6 persons. The maximum occupancy includes adults and children over 2 years of age.
11. **PETS.** No pets are allowed.
12. **SMOKING.** This is a smoke-free condominium.
13. **HOUSE & AUTOMOBILE RULES.** Tenant agrees to abide by all house rules (found next to telephone in the condominium). Please be considerate of downstairs or upstairs neighbors. Do not allow children to run and jump in the condominium. No loud parties after 10:00 p.m. No loud

television or music. One automobile is allowed inside gated parking lot per unit. All other vehicles may be parked in the designated parking area outside the gates.

14. **MAID SERVICE.** There is no daily maid service. Any maid service above and beyond the required final cleaning may be scheduled in advance at the Bahia Delfin office for an additional charge.
15. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises.
16. **MAINTENANCE AND DAMAGE.** Tenant acknowledges that, unless the Owner or Property Manager is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner and Property Manager of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage caused by Tenant or his or her family, invitees, and guests. Any damages or additional items of cost will be charged to your account, and a receipt will be provided with an itemized statement. Charges made would include damage, infractions, lost keys, missing items, and **long distance telephone calls**. If there is none of the above and the unit is left in a clean condition, no additional charges will be assessed. **Owner's insurance does not cover Tenant's personal property.**
17. **ENTRY AND INSPECTION.** The Owner and/or Property Manager have the right to inspect the premises without prior notice at any time.
18. **INDEMNIFICATION.** The Tenant agrees to indemnify and hold harmless, the Owner against any and all claims of personal injury or property damage or loss arising from the use of the premises regardless of the nature of the accident, within the extent of the law.
19. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. If there is more than one Tenant, all tenants are jointly and severally liable under this rental agreement.

Tenant has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this Agreement.

Upon acceptance of this Agreement, Owner agrees to rent to Tenant:  
Bahia Delfin Condominium Unit #118, located in San Carlos, Sonora, Mexico.  
Total number of adults: \_\_\_\_\_ Total number of minors: \_\_\_\_\_

**Total Rent @ \$ 200.00/night x \_\_\_ nights \$ \_\_\_\_\_**

Credit Card Payment:       Visa               MasterCard               Discover Card

Name as it appears on Credit Card: \_\_\_\_\_

Credit Card No.: \_\_\_\_\_ Card Verification Code: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenant phone: \_\_\_\_\_ Tenant phone: \_\_\_\_\_

Tenant fax: \_\_\_\_\_ Tenant fax: \_\_\_\_\_

Tenant e-mail: \_\_\_\_\_ Tenant e-mail: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Casa Tres Bellotas , L.L.C.

\*\*Charges will appear on your credit card statement as Forest Investments.