



## Mi Refugio en Rincón

Condominio Bahía del Mar, Calle Benjamín Gómez, no. 45, Carr. 413, Km. 0.2, Rincón, PR 00677

Tel: +1 646 484-8515. E-mail: MiRefugioEnRincon@gmail.com

### Rental Agreement

1. **CHECK IN, CHECK OUT** – Check-in time is after 3 p.m. AST and check-out time is 11 a.m. AST. Exceptions may be arranged in advance, if they can be accommodated.
2. **SMOKING** – This is a NON-SMOKING unit.
3. **PETS** – Pets are NOT PERMITTED in rental unit under any conditions.
4. **RESERVATION/DAMAGE DEPOSIT** – A reservation/damage deposit of \$300 is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent. The deposit is fully refundable within (14) days of departure, provided the following provisions are met:
  - No damage is done to unit or its contents, beyond normal wear and tear.
  - No apartment contents are lost. Please make sure you lock the apartment door whenever you leave the apartment.
  - No additional charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
  - All debris, rubbish and discards are placed in dumpster, and soiled dishes have been washed.
  - All keys are left on the kitchen counter or dining room table and unit is left locked.
  - All charges accrued during the stay are paid prior to departure.
  - No linens are lost or damaged.
  - No early check-in or late check-out.
  - Gate remote control(s) is left on the kitchen counter or dining room table upon departure.
  - The renter is not evicted by the owner (or representative of the owner), local law enforcement, or Bahía del Mar Condominium security staff.

5. **PAYMENT** – An advance payment equal to fifty percent (50%) of the rental rate is required at least 60 days before arrival. The advance payment will be applied toward the apartment rent. Please make payments by credit card or PayPal (3% processing fee applies), or in the form of a postal money order or a cashier's check payable to Eduardo Gómez. Wire transfer also accepted; routing and account number will be provided upon request. The advance payment is not a damage deposit. The BALANCE OF RENT is due fifteen (15) days before your arrival date.
6. **CANCELLATIONS** – A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date are subject to a five percent (5%) cancellation fee or \$50, whichever is greater. Cancellations or changes that result in a shortened stay, or that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit. To protect your investment, we highly recommend you purchase travel insurance (see Paragraph 18 below).
7. **MONTHLY RESERVATION CANCELLATIONS** – Monthly renters must cancel one hundred twenty (120) days prior to check-in. A change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
8. **MAXIMUM OCCUPANCY** – The maximum number of guests is limited to five (5) persons. Under special circumstances, one (1) additional guest may stay for an additional charge of \$10 per night. Special arrangement must be made in advance in order for us to provide the needed air mattress.
9. **MINIMUM STAY** – This property requires a three (3)-night minimum stay. Longer minimum stays may be required during holiday or school vacation periods (e.g., Holy Week, Christmas break). If a rental is taken for fewer than three nights, the guest will be charged the three-night rate.
10. **INCLUSIVE FEES** – Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.
11. **DAILY MAID SERVICE** – Linens and bath towels are included in the unit. Daily maid service is not included in the rental rate; however, it is available at an additional rate from the management company.
12. **RATE CHANGES** – Rates subject to change without notice.
13. **FALSIFIED RESERVATIONS** – Any reservation obtained under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.
14. **CONDOMINIUM RULES** – As temporary tenant(s) of this apartment, you, your co-occupants and your guests are required to abide by the condominium rules, which are summarized in the:
  - **House Rules:** <http://j.mp/bahia-house-rules>
  - **Swimming Pool Rules:** <http://j.mp/bahia-pool-rules>
15. **WRITTEN EXCEPTIONS** – Any exceptions to the above-mentioned policies must be approved in writing in advance.

16. **GATE REMOTE CONTROL** – A gate remote control to provide automobile access to the parking garage will be provided by the apartment manager. Please leave the remote control inside the unit along with the apartment keys upon departure. Please make sure the door locks when you leave.

17. **HURRICANE/STORM POLICY** – No refunds will be given unless:

- The National Weather Service (<http://j.mp/nws-pr>) has ordered a mandatory evacuation for the “Tropical Storm/Hurricane Warning” area where the condo is located, and/or
- The NWS has ordered a mandatory evacuation for the “Tropical Storm/Hurricane Warning” area of residence of a vacationing guest.

The day that the NWS orders a mandatory evacuation in a Tropical Storm/Hurricane Warning area, we will refund:

- Any unused portion of rent from a guest currently registered;
- Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
- Any advance rents collected or deposited for a reservation that is scheduled to arrive during the “Tropical Storm/Hurricane Warning” period.

18. **TRAVEL INSURANCE** – We highly recommend you purchase travel insurance. If you wish to purchase travel insurance, go to [InsureMyTrip.com](http://InsureMyTrip.com) for details and to purchase.

19. **LIABILITY WAIVER** – Tropical Coast Properties (the Property Agent), acts in good faith and on behalf of both Property Owner and Guest(s), and in no way incurs any liability for any acts, matter or things done, omitted or suffered by any party. Tropical Coast Properties and the Property Owner assume no responsibility for lost, stolen, or damaged items that belong to Guests. This includes losses resulting directly or indirectly from natural events such as floods, storms, hurricanes, or other "Acts of Nature." In incident such as fire, water, loss of power (beyond our control), breakdown of cable or satellite company, internet company or with equipment of machinery, acts of war, strikers, theft, pilferage, epidemics, quarantines, or cancellation of airline travel, or any similar incident; the Property Agent or Property Owner shall not be held liable or responsible for any additional expense or losses sustained by the Guest(s) as a result of such incidents or occurrences. We are not responsible for damages made to your vehicle in the parking facilities of the property.

20. **POOL LIABILITY WAIVER** – Guest acknowledges that there is no life guard on duty in the pool area. As such, Guest is responsible for Guest's safety and the safety of any guests of Guest. Guest acknowledges that children or handicapped individuals should not be left unattended near or around the pool. Guest acknowledges the inherent risk in swimming or playing around a pool area. Guest hereby assumes all responsibility for Guest's safe use of the pool and pool area.

By signing below, I agree to all terms and conditions of this agreement. I also confirm that I, my co-occupants and my guests will abide by the condominium rules (Paragraph 14). Finally, I also confirm that I have read and understand my rights to purchase travel insurance (Paragraph 18).

Renter's Name: \_\_\_\_\_

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

Phone (mobile): \_\_\_\_\_ E-mail: \_\_\_\_\_

(Mobile phone number in case we need to contact you while you're in Puerto Rico.)

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_