

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement is made by and between Jonathan Rosado Rios & Angelica Lynne Rosado (“Homeowners”) and _____ (“Guest”) as of the date last set forth on the signature page of this agreement. The parties hereby agree as follows:

- I. **PROPERTY:** The property is defined as the whole of the residence, surrounding areas, and any equipment, furnishings and appliances therein. The property is located at PR 414 Km 4.5 in Cruces, Aguada, Puerto Rico. It has a approximately 5,000 square foot house with gated access, on-site parking, an in-ground swimming pool, billiards table and BBQ grill on just under an acre of land. The forty foot pool is three to five and a half feet deep and surrounded by a fence with two locking doors. The property is situated on a river and has fencing around its perimeter. The house has four bedrooms with air conditioning. a fully-equipped kitchen, a dining table for up to 14, a games area and a living room with a 70-inch TV with Netflix & Disney+. Guests are provided with free Wi-Fi, bed linens, towels, soap, and access to a selection of board games, a life-size Connect-4 game, a domino table, a foosball table, pool toys and yoga mats.
- II. **TERMS:**
 - i. **DURATION:** **The vacation rental lease begins at 4pm on _____ (“Check-in Date”) and ends at 11am on _____ (the “Check-out Date”).** Failure to adhere to the check-out time will result in an additional fee of \$100 per hour. If Guest stays past the agreed upon checkout day without the consent of Homeowners, the Homeowners are entitled to make them leave in a manner consistent with applicable law. Guest will be responsible for any applicable fees or costs resulting in their overstay and subsequent eviction.
 - ii. **GUESTS:** The maximum capacity of overnight guests is fourteen (14). Additional charges will apply for more than twelve (12) guests, at \$25 per additional person, per night. **The total number of guests for this reservation is _____.**
 - iii. **RENTAL RULES:** Guest agrees to abide by the Rental Rules (attached to this agreement) at all times during their stay. Guest is responsible for all members of the rental party and any individuals whom they invite to or otherwise provide access to the property during their stay. It is the Guest’s responsibility that all aforementioned persons at the property abide by the Rental Rules.
- III. **ACCESS:** Guest shall allow Homeowners access to the property for purposes of repair, inspection or emergency. Homeowner shall exercise this right of access in a reasonable manner by giving at least 1 hours notice. In the event of an emergency, no notice needs to be given to Guest.
- IV. **RENT AND FEES:**
 - i. **DEPOSIT:** **A refundable security deposit of \$500 USD is due upon booking.** Guest agrees to pay and will be billed for any damages in excess of the security deposit. The deposit is for security purposes and will be refunded within five to ten business days of the Check-Out Date provided that no deductions are made due to: damage to the property; dirt or other mess requiring excessive cleaning; and/or any other costs incurred by the Owner due to the Guest's stay.

- ii. RENT: The first half of the Total Accommodation Cost is due 60 days prior to the Check-In Date. The final payment is due 30 days prior to the Check-In Date.

COST BREAKDOWN:

Accommodation	\$ 0,000.00
Cleaning Fee	\$ 250.00
Puerto Rico Room Tax (7%)	\$ 000.00
Total Accommodation Cost	\$ 0,000.00
Security Deposit	\$ 500.00
Total Balance Due	\$ 0,000.00

PAYMENT BREAKDOWN:

Security Deposit	\$ 500.00	Due Today
1st Payment	\$ 0,000.00	Due _____
2nd Payment	\$ 0,000.00	Due _____

- V. CANCELLATION POLICY: Guests may cancel their reservation up to 30 days prior to the Check-In Date without penalty. After the 30-day grace period, the Owners reserve the right to retain the entire deposit and any payments made to cover lost rental income and expenses due to a last-minute cancellation. If the Owners cancel a confirmed reservation, the Guest will receive a full refund of the deposit and any payments made. In certain circumstances, the Owners may decide it is necessary to cancel a pending or confirmed reservation and initiate the appropriate refunds and payments. This may be due to reasons that the Owners believe in good faith, while taking into account the legitimate interests of both parties, to prevent significant damage to the property or guests.
- VI. INSURANCE: We encourage all renters to purchase traveler insurance in case of unforeseen circumstances, accidents, acts of God or any other issues that may prohibit Guest from traveling or fulfilling rental terms. Earthquakes, hurricanes, tornados, excessive rains, winds etc. are unpredictable. As such, Homeowners will not be responsible or give out refunds for any adverse weather conditions that may occur during Guest's stay. It is recommended that Guest includes the vacation rental in any travel insurance package they may purchase.
- VII. LIABILITY: Guest and their rental party will have unsupervised access and use of the property and its pool, cooking facilities, etc. The pool and outdoor facilities shall be used at the Guest's own risk. It is the Guest's responsibility to ensure that all persons entering the water who do not know how to swim take the necessary preventative security measures to ensure the swimmer's safety and that of those around them. Guest agrees that the Homeowners shall not be held liable for any damage or injury to the Guest, members of the rental party, and/or any other persons entering the property during their stay. Guest agrees that they will not claim the Homeowners liable for any damages, fire, accidents, injuries, casualties, vandalism or thefts, to any persons, their vehicles or their belongings during their stay at the property. Guest agrees that Homeowners are not liable in any form for any accidents, bodily injuries (including but not limited to burns, slips, falls, etc.) or casualties that may result from the use of the pool and/or any other facilities within the property and its

surroundings. Guest hereby agrees to indemnify and hold Homeowners harmless from all claims of every kind in nature rising out of injuries, casualties, accidents or criminal acts to or towards any persons occurring during the time in which the Guest is occupying the property. Guest hereby releases Homeowners from any liability from any claims that may arise in favor of the Guest, the rental party or any other individuals whom they invite to or otherwise provide access to during the term of occupancy.

VIII. These terms, conditions, covenants and provisions in this agreement shall be governed by the laws of the Commonwealth of Puerto Rico. The parties have read and agree to the terms and conditions of this Vacation Rental Agreement, as evidenced by the signatures set forth below.

Homeowner's Signature

Date

Guest's Signature

Date

RENTAL RULES

All occupants are to care for and treat the property as though it is their own during their stay. It should be returned to Homeowners in a tidy and respectful condition. The cleaning fee covers the laundering of all linens, the cleaning of all bathrooms, bedrooms, kitchen, floors, common areas, outdoor areas, grill, pool maintenance and landscaping. Any excessive cleaning needed or items missing or damaged will be charged to the Guest.

The outdoor areas of the property are under 24 hour video surveillance. This is to ensure the safety and security of our guests and the property. They are also present to ensure that all of the following Rental Rules are observed and respected at all times.

1. All children must be supervised by an adult at all times. Never leave children unattended.
2. Do not climb on or cross over the property's fence or the automatic gate.
3. Do not enter the river as strong currents may appear at any moment.
4. The amount of overnight guests must not exceed the amount listed in the rental agreement.
5. No unauthorized parties or events.
6. No glass in or around the pool.
7. No horn honking at the gate.
8. No pets allowed on property. The Guest will forfeit their deposit in the event that an unapproved pet is found on premises and they will be required to vacate the property immediately.
9. Quiet hours are from 9pm to 9am.
10. Minors are not allowed to drink alcohol on property.
11. No lifeguard is on duty. Always have a look-out on land watching while swimmers are in the water.
12. All swimmers and persons in the pool area must abide by the posted Pool Rules at all times.
13. We ask all adults consuming alcohol to please follow moderation and behave responsibly.
14. No smoking of any kind including but not limited to electronic cigarettes in or around the residence or pool area. **A fine of \$150 will be applied if cigarette butts are found on property.**
15. The use of illegal drugs or firearms on our property is strictly prohibited and will result in immediate eviction from our property and total loss of your security deposit and rental payment. Any and all disputes or claims may only be settled through arbitration.
16. If you use medicinal marijuana, do not store the marijuana or any paraphernalia in the residence as its strong odor lingers past checkout and requires additional cleaning to exhaust it from the rooms.
17. No food or eating in the bedrooms.
18. Prior to checkout please leave everything as you found it. Kindly ensure you:
 - (a) Leave the front door key and gate remote on the entrance table when checking out. **Lost or damaged electric remotes carry an \$80 replacement fee.**
 - (b) Wash used dishes and utensils and leave them drying in the dish rack - do not put away wet dishes.
 - (c) Take out all trash and leave it in the designated area when you check-out.
 - (d) Place all used towels in the bin under the towel stand.
 - (e) Close pool umbrellas and leave all furniture in its original location.
 - (f) Discard of any half-eaten food or beverages. To promote sustainability, please do not throw away any unopened food items or unwanted personal items. We will gladly donate or recycle them.

We understand accidents happen. In the event something occurs during your stay you must notify Homeowners ASAP so we can repair/replace it in time for the next guest.

If Guest is found in violation of any of the Rental Rules, occupancy will be terminated immediately with no refund. Any damages caused as a result of violating any of the Rental Rules will be the responsibility of the Guest and will be deducted from their security deposit. If more than the agreed upon number of people are found to occupy the property, or excessive clean up is required additional charges will be levied against the Guest and deducted from the security deposit. The Guest has read and agrees to abide by and enforce all of the aforementioned rental rules laid out. The Guest assumes all responsibility for any rule broken by any member of the rental party or any other person during their stay at the property.

Guest's Signature

Date