

Short Term Rental Agreement

Property: Caribbean Cozy Cove, Aruba

Owner: David & Brenda Cohen

Contact information: 6986 Samantha Court, Niagara Falls, NY 14304

Accommodations: 4 Bedroom / 3.5 Bathroom House

MAXIMUM OCCUPANCY: The House is to be occupied by no more than EIGHT (8) persons at the maximum unless otherwise approved by the Owner.

Payment Information (circle one of the options below to indicate how you will submit payment):

Check

PayPal

Venmo

Money Order

Guest Information:

Name:							
Address:							
City:		State:		Zip:		Country:	USA
Tel# :		Email:					
Emergency Contact Name/Number:							

Rental Period and Occupancy:

(Check in is at 4pm or after / Check out is by 10am)

Check In Date:		Check Out Date:	
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Number of adults: ____ 5 ____

Number of children: ____

Ages of Children: ____

The Guest's Rental Party shall consist of no more than 8 members whose names are as follows:

Rental Payment Schedule:

1 Payment:		USD	Due at Time of Booking (50% down payment)
2 nd Payment:		USD	Due _____ (21 days prior to occupancy)
Security Deposit:	750	USD	Due _____ 750 _____ (Due at Time of Booking) <i>REFUNDABLE per terms and conditions of this rental agreement within 7 days of the Check Out Date (separate check from actual rental money due)</i>
Total:		USD	(Rental fee + Tourist and Levy Tax + Refundable Deposit)

The above price includes all taxes and cleaning fees for your reservation. If security deposit is paid by check the check will not be cashed and voided after checked out and no damage is reported by the property management team.

CANCELLATION POLICY

If reservation is cancelled > 6 weeks prior to the arrival date, 50% of the 1st Payment will be refunded.
For Cancellations 2-6 weeks prior to the arrival date, 100% of 1st Payment is non-refundable.
For Cancellations < 2 weeks prior to the arrival date (or no shows), complete payment is non-refundable.

RESERVATION REQUEST:

The Guest will email a scan of the signed contract to David & Brenda Cohen and request an e-invoice to submit electronic payment. Or The Guest may opt to mail signed contract with 1st payment to: 6986 Samantha Court, Niagara Falls, NY 14304.

Terms and Conditions:

This Short Term Rental Agreement (the “*Agreement*”) is made by and between **David & Brenda Cohen** (“Owner”) and **Amy Baran/Jeffrey Browne** (“Guest”) as of 6/26/23 (date) for the rental of **Caribbean Cozy Cove**, Piedra Plat, Aruba (Premises).

Payment and Cancellation Policy: The Guest is responsible for full payment for the entire rental period: The first payment (50% of rental cost) is due with the return of this Agreement. The Balance of the rent is due 21 days prior to the first date of occupancy. The Security Deposit (\$750) is due at the time of booking. The Reservation is not confirmed until the signed Rental Agreement has been returned to the Owner and the first payment cleared. ***Failure to make payments when due may result in cancellation of this Agreement.*** (See cancellation policy)

If the Guest needs to cancel a reservation after it has been confirmed, the Owner will make every attempt to rebook the reservation. If the reservation is re-booked at the same rate, the Guest will be refunded 90% of the Total funds paid. If the reservation cannot be rebooked, the guest accepts that the following cancellation policy will be enforced:

CANCELLATION POLICY

If reservation is cancelled > 6 weeks prior to the arrival date, 50% of the 1st Payment will be refunded.
For Cancellations 2-6 weeks prior to the arrival date, 100% of 1st Payment is non-refundable.
For Cancellations < 2 weeks prior to the arrival date (or no shows), complete payment is non-refundable.

Arrival: Check-in will be after 4pm on the scheduled Check-in day. Any damages or notable conditions found upon arrival will be reported to the Property Manager within twenty-four hours of Occupancy.

Departure: The Premises will be vacated by 11am on the scheduled Check-out day. The property will be left in the same good and habitable condition. Prior to vacating the house, the Guest is responsible to remove all trash and recyclables, ensure all dishes and cookware are clean, and return any furniture that was moved to its original position. The Owner will provide housekeeping services to launder sheets and towels after the Guest's departure.

The Guest understands the property will be inspected prior to arrival and after departure. The Guest shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (deemed by Property Manager) which may result from Occupancy. The Guest accepts any loss and /or damage to the Property will result in the deduction of the replacement value from the security deposit.

Property and Utility Allowance: The Guest agrees to accept the rental property, provided it meets the basic description as listed on the Rental Websites. In Addition, the Guest agrees that he/she we will not be entitled to a refund, or relocation to another property, and will have no claim or recourse against the Owner or Property Manager. The Owner will provide furniture, fixtures, dishes, linens and towels as part of the vacation rental. The rental rate includes an allowance value of up to \$250 USD /week for utilities such as water and electricity usage during the rental period. The Guest understands that the meter readings will be recorded at the time of check-in and check-out. If usage of water or electricity during the vacation rental period exceeds the \$250 USD per week allowance, the Guest agrees to have the overage deducted from the security deposit.

Occupancy: Occupancy (including small children, infants and visitors) is not to exceed 8 persons without prior permission from the Owner. If more than the maximum number is found to be occupying the premises, the Guest agrees that a charge of \$50.00 per person per night of the rental period will be deducted from the security deposit. Additionally, this Agreement may be immediately terminated without refund. Occupancy of RV campers and /or tents on the premises is forbidden. The Guest and visitors will maintain the premises in good order and appearance and conduct themselves in a manner inoffensive to the neighbors. The Guest agrees not to hold loud or large parties in the house or on the premises. The Guest and visitors, agree that any drug use on the property, or any disturbance, annoyance, endanger, or inconvenience of the neighbors; or use of the premises for any immoral or unlawful purposes will immediately terminate occupancy and rental agreement of these premises.

Candle / Open Flame Policy: Candles and open flames create a serious fire hazard and are not permitted in the home under any conditions.

Smoking Policy: The Guest accepts that smoking is **NOT PERMITTED** inside the house. There are ashtrays provided if the guest or any members of the guest's rental party wish to smoke on the back porch and pool area, however, ashtrays are NOT PERMITTED inside the house. Smoking is not permitted in the outdoor dining area as well as it is considered as part of the structure of the inside home. If the cleaning crew detects smoking inside the house after checkout, the GUEST authorizes the Owner to withhold \$750 USD from the security deposit for cleaning and purification.

Storm Policy: No refunds will be given for storms or airline issues which delay your scheduled time/date of arrival. The Owner encourages all Guests to obtain traveler insurance to cover any losses sustained in the event that travel is delayed or not possible to align with the rental period outlined in this rental agreement.

Access: The Owner or Property Manager may enter the premises in order to perform necessary repairs and/or maintenance; and with 24 hours notice to the Guest, can show the property to a prospective renter.

Sublet Policy: This Agreement may not be assigned or the premises sublet, and are for the Guest's use only.

Pet Policy: Pets are not permitted in the rental unit under any conditions.

Liability: The Owner or Property Manager shall not be liable to any member of the Guest's party, licenses or invitees or any other person for any injury, loss or damage to any person or property on or about the premises. The Guest shall hold Owner and Property Manager harmless and indemnified from and against all loss, injury or damage occasioned by the use or misuse or abuse of any part of the premises and from or against any omission, neglect, or default of the Guest, Rental Party, or invitees.

Disputes: The parties agree to submit any disputes arising from this Vacation Rental Agreement to final and binding arbitration under the New York Rules of the American Arbitration Association (via AAA Online Mediation).

By signing this document, the Guest agrees to the terms and conditions stated above, and most importantly, agree to enjoy the vacation, relax, and make wonderful memories!

The Guest(s):

Date (of signature)	
Signature	
Print Name	

We look forward to your visit and hope you enjoy your stay on the Happy Island of Aruba.

If there are any special requests, please contact us through the dashboard so we can help to make your stay memorable.

The Owner:

Date	
Signature	
Print Name	