

Casa Tranquilidad Rental Agreement

PROPERTY AGREED TO LEASE:

Salida a Queretaro #8, Zona Centro, San Miguel de Allende, Gto.Mexico CP 37700 through AGENT , _____ for this residence

TELEPHONE at the premises: 011 (52) 415-152-0364

RENT INCLUDES: Electricity, Purified tap water, 1 tank of Propane gas, part-time maid for cleaning of the home (Monday and Wednesday 9AM to 2PM), Weekly gardener service, Wi-Fi internet, Smart TV, and basic telephone (House analog telephone is for local calls only, if international calls are made, a 16% tax will be assessed). Please understand electricity is expensive in Mexico. Be courteous and turn off house lighting when not in use.

The total rent cost is separated into the following payments:

Payment 1.

50% of the Total Lease amount (\$ USD) should be paid **at time of** reservation to guarantee occupancy.

The rental is not confirmed until the payment is received.

Payment 2.

The remaining lease balance (50% of Total Lease amount \$ USD) and security deposit is paid 30 days prior to occupancy. *Refundable Security Deposit* is \$500.00 USD

ADDITIONAL EXPENSES: Tipping is greatly appreciated for house maid, a suggestion is, \$8 USD or peso equivalent per occupant per week, given to the maid. If the maid is requested for over-time duties, and if the staff member agrees, then the staff over-time fee is 80 pesos per hour paid directly to the maid at the time of service rendered. Groceries are not include in the rental price. Household items (ie. Toilet paper, laundry, dish soap, and cleaning supplies) are provided for the RENTER's arrival only. Additional propane gas purchase, beyond the initial tank, can be ordered through the home manager and payment will be directly to her. Propane supply typically lasts 4-6 weeks, depending on rate of use.

CANCELLATION POLICY OF RENTAL PRIOR TO OCCUPANCY:

- If the rental is cancelled up to 30 days prior to the arrival date, a full refund of money received will be returned to the RENTER less the AGENTS processing fee of \$50.00 USD
- Cancellation of the rental 30 days or less prior to arrival date, 25% of the rental money received is withheld and the remaining money is refunded less the AGENT's processing fee of \$50.00 USD.
- If RENTER(s) vacates prior to the term of the leasing agreement, no rental money will be refunded for unoccupied lease days.
- Cancellations due to Mexican Government policy (ie. Restriction of travel, pandemic, etc.)

will be honored and any money's received will be refunded less the AGENTs processing fee of \$50.00 USD.



SECURITY DEPOSIT:

A refundable security deposit of \$500 USD is due at the time of the final lease agreement payment. The Security deposit is to indemnify the Landlord against damage and/or loss of value as a result of Tenant's action, mistake, or inaction during the term of occupancy. The Security deposit may not be applied by the Tenant as form of payment of any rent due the Owner/Agent. Should the Tenant be responsible for damage and/or loss of value to the premises greater than the value of Security Deposit, the Tenant hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage/or loss. The AGENT / OWNER shall return the balance of said Security Deposit to the Tenant within 10 days upon vacating the property, return of keys to the AGENT/OWNER, inspection of the home and contents for other than "normal use and wear" and termination of this contract according to the terms herein agreed. If deductions are necessary from the deposit, an itemized statement as to deductions will be provided. A \$45.00 USD fee is assessed per lost key. If any provision of this Lease Agreement is violated (ie. Smoking in the home, Pets in the home, etc.) the Security deposit is forfeited.

INSUFICIENT FUNDS FOR CHECK PAYMENT

If a check is used to pay for the lease and in the event a Tenant's check is dishonored and returned for any reason to Landlord/Agent, Tenant agrees to pay as additional rent the sum equivalent to 10% of the total of the check amount.

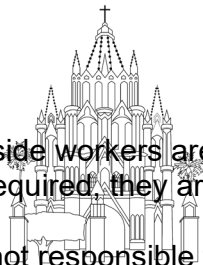
RENTAL CONDITIONS

Renter(s) accepts the PREMISES in its present condition and agrees to take good care of the PREMISES and to make no permanent alternations, additions, repairs or improvements. The RENTER agrees to report promptly to the home MANAGER when any portion of the PREMISES is out of order / need for repair. Any complaints or problems with the home, should be directed to the home MANAGER during regular working hours. Contact the home MANAGER after hours and weekends / holidays if a true emergency exists.

RENTER(s) agrees that the use of the PREMISES will be solely for residential purposes. The PREMISES is NEVER to be used for large social events or weddings without the knowledge and consent of the AGENT / MANAGER/ OWNER prior to entering the rental agreement. Renter(s) agree to notify AGENT / MANAGER prior to entertaining on the PREMISES with more than 8 person, including Renter(s).

Maximum Occupancy: The maximum allowed rental occupancy of the Casa Tranquilidad is 4 persons. If for any reason, more than 4 persons are occupying the Casa Tranquilidad rental at any time, there will be an additional fee of \$100 USD per person per week. In the event additional persons are hosted by the RENTER(s) without the knowledge of the MANAGER / OWNER, the rental may be terminated immediately and no rental money will be refunded nor the security deposit.

Restrictions: **NO** subletting. **NO** smoking permitted on the premises, including patio areas. **NO** pets. **NO** children under the age of 12 are permitted. **No** Casa Tranquilidad property (all furniture, all furnishings, all electronics and all other inclusive property present in the house and belonging to the owners) may be removed from Casa Tranquilidad by the Renter. In the event any item is missing or removed from Casa Tranquilidad, the Renter will incur a charge for the value of the missing item(s).



RENTER(s) agrees no additional outside workers are to be hired as substitute workers for the house staff. If additional help is required, they are to be engaged by the **MANAGER** at **RENTER(s)** expense.

AGENT / MANAGER / OWNER are not responsible for conditions outside the rental home. Common noises heard in San Miguel de Allende include church bells, barking dogs, roosters crowing, construction noise, parades, fireworks, and / or acts of God that would affect the rental home and environment.

AGENT / MANAGER / OWNER reserves the right to show the premises for rent or sale to prospective clients by appointment. Agent and / or manager have the right to inspect the premises at any time if the **AGENT** or **MANAGER** has reasonable cause to believe the **RENTER(s)** or any other person is misusing or damaging the premises or furnishings therein.

AGENT / MANAGER will, if for any reason the **PREMISES** becomes uninhabitable during the lease period try to find a comparable property for the **RENTER(s)**. In the event **RENTER(s)** cannot be accommodated, the **OWNER** will refund all money collected to that point.

RENTER(s) agrees to hold **AGENT / MANAGER / OWNER** harmless of responsibility for injury or loss to themselves, their family or guests, or servants on the premises during the occupancy. In no event shall the **AGENT / MANAGER / OWNER** be liable to **RENTER(s)** for any consequential or indirect damages or injury by **RENTER(s)** in connection with the lease of the specified **PREMISES**. The **OWNER / MANAGER / OWENER** will not be responsible for any loss or theft of possessions with regard to the **RENTER(s)**, family or renter or their guests. The use of stairways, balconies, gas and electrical appliances are at the **RENTER(s)** own risk.

Any **VIOLATION** of the terms in this agreement will result in forfeiture of the damage security deposit and may result in immediate termination of the lease agreement.

JUDICIAL MATTERS: Judicial costs incurred due to breach of this contract by the tenant shall be paid by the tenant.

Date: _____

Signature of tenant(s): _____
