

Sunset Paradise Villas Rental Policy and Agreement 11/12/2018

This agreement is to rent the property Sunset Paradise Villas in Rincon, Puerto Rico. This agreement is between the guest and Sunset Pointe Corp, owner of the property. Please read the entire agreement. Please call us if you should have any questions. Upon arrival and during your stay, should you have any issues or maintenance concerns, please contact our local people in Rincon, before calling the office. The most complete and latest information can always be found on our web site www.sunsetparadisevillas.com

Rental Period and Payment Details

The rental period begins after 3PM on the day of move in and ends before 10 AM on the day of move out. Your rental fee is for use of the premises during this period of time only. If you or your guests arrive late or leave early, the total amount owed cannot be reduced. We monitor when guest check-in and when they check-out. If you wish early check-in or late check-out see **Early Check In/Late Check Out** section below. If we have availability, the length of your stay may be able to be extended. If any changes are made to this agreement, a \$200 change fee may apply.

Payment Schedule: We require at least 50% of the rental amount, 12 months before the rental date, and 100%, 90 days before move-in. Please let us know if you need a different payment schedule. If there is no other arrangements/communication, and no payment is made, the reservation can/will be cancelled and your name will be taken off the calendar. If/When payment is made (and the same dates are still available) the reservation can be honored, but a \$200 change fee will be charged to re-instate your reservation.

Payment may be made via charge cards (Master Card, Visa or Discover) on our secure web site under Rental Information then click on Make a Payment. There are no charge card fees for the initial \$200 payment, but future charge card payments are subject to a 3% charge card processing fee, unless it is a 1 time payment in full.

We also accept direct deposit, personal checks, cashier's checks, money orders, or traveler's checks. Please make any checks out to William Jugenheimer and mail to 41315 N Club Pointe Dr, Anthem AZ 85086.

Terms, Conditions, Rules and Additional Information

A/C – During the summer it can get hot, so we have A/C available for your comfort and *reasonable* use of electricity is included with our rates. For those that use the A/C reasonably there are not any surcharges. There is a modest \$20 daily surcharge for any settings at or below 74 (24 Celsius). We consider any setting at or below 70 (21 Celsius) to be “unreasonable use of utilities” and to be in violation of the rental agreement. See **Utilities** and **Violation** sections for more details. *Please be aware of the thermostat settings!* Part of your deposit will be charged and not returned. If you have any questions, please contact us. *Please note: setting the temperature lower DOES NOT get the house cooler quicker!*

Cancellations - Any and all notices of cancellations, for any reason, are to be made in writing. Your account will be charged 10% of the total reservation amount (with a \$200 per villa minimum) as a cancellation fee. If/When a notice is received more than 90 days before the rental date, all attempts to re-rent the property will be made. If the property does not get re-rented, any deposits and/or prepaid rental fees will be forfeited and you will still be liable for the total amount of that reservation. If the property does get re-rented, the amount of money collected will be credited to your account. Example: You had a 7 day rental and we re-rented it for 6 days, you get 100% of what we collect (6 days) and will not get credit for the 1 day. If less than a 90 day notice is given, 100% of all money collected will be retained. **If you think you may have to cancel or you are concerned about losing any money for any reason, we strongly recommend that you purchase travel insurance.** See Travel Insurance below

Change of dates - When a reservation is made, those dates are reserved for you and we start turning away other guests that make inquiries for that time for that unit. If you need to move those dates back or forward a bit, (still renting same amount of days and still maintaining most of the same dates) we try to be flexible, but a \$200 change fee does apply. If you wish to increase the length of your stay, we will be happy to do so, based on availability. But you cannot decrease the length of your stay. The reason is when you book, we reserve those dates and that unit for you and we start turning away future guests because you had *that unit* reserved for *those dates*. This is the reason we do not allow any decrease in the length of your stay, or any decrease in the number of units you are renting. Also rescheduling for completely different dates, or unit, is the same as a cancellation. See *cancellation policy* above.

Cleaning/Housekeeping - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. If you would like daily cleaning service, you can make arrangements direct with the cleaning people. The property is cleaned prior to occupancy and should be left in a reasonably clean condition when vacating. All dishes, kitchen items, pots and pans should be cleaned, dried and put away. *All garbage should be securely put in the trash containers by the street.* Any excessive cleaning or the cost of any damages caused by the guests will be deducted from the deposit. Examples of excessive cleaning: beer cans/water bottles/cigarettes or any other debris left, not bagged and taken to trash area.

Deposit - A deposit is required and refunded within 30 days after you move out. Deductions will be made for any outstanding balance that is owed, early move-in or late move-out, abusive use of the A/C, missing or damaged items, any violations in the rental agreement, or if any excessive cleaning is required.

Early Check In/Late Check Out - *Most times* we can do *either* 1 hour early *or* 1 hour late at no charge, but depending on how busy we are, sometimes it is not possible. Early Check-In or Late Check-Out fees are 10% of your daily rate. Example: \$300 rate is \$30 per hour for any extra hours. Late check out after 3PM is another day rental fee. All times are rounded up to the nearest full hour. If you have requested for early check-in or late check-out please check with the manager after you check in to make sure we still can honor the request. If we can no longer honor the request, you will be given a full refund of the early/late fees paid. **VERY IMPORTANT** - We do remotely monitor when guests check in and when they check out. Any guests found to move in early or check out late without making prior arrangements will be charged 20% of the daily rate per hour for all hours beyond the agreed to hours mentioned in this agreement.

Guidebook - A Guidebook is provided and should be read completely. Make sure you read the section "**Things You Should To Know**". It goes over particular operations of the property and contains very important information and is considered part of this Rental Agreement. The latest version can always be found online on our web site.

Liability Waiver and Disclaimer - Owner assumes no responsibility for lost, stolen, or damaged items that belong to Guest(s), or any losses resulting directly or indirectly from natural events such as floods, hurricanes, storms, or other acts of nature. Owner is not responsible for any accidents or injuries that occur on the premises. Owner is also not liable for incidents such as fire, breakdown of any equipment or machinery, acts of war, water or electric shortages or outages of any utilities or service interruptions that are: (i) circumstances beyond their reasonable control, such as acts of God, weather conditions and power failures; and/or (ii) services provided by third parties, including, but not limited to, internet service provider, water, electrical, satellite TV service and wireless carrier. In case of equipment or appliance break down/failure the owner's liability is limited to trying to get it repair or replace in a reasonable manner and time. Owner is not liable for strikes, theft, pilferage, epidemics, quarantines or cancellation of airline travel, or any similar incident; the owner shall not be held liable or responsible for any additional expenses or losses sustained by the Guest(s) as a result of such incidents or occurrences. This agreement is to rent property from the property owner for property located in Rincon, Puerto Rico and any disputes/mediation/arbitration are to be settled in jurisdiction of Rincon, Puerto Rico.

Move In - Is any time after 3 PM. Early check-in has to be pre-approved see **Early Check In/Late Check Out** for details. **VERY IMPORTANT** - We do remotely monitor when guests check in and when they check out. Any guests found to move in early or check out late without making prior arrangements will be charged 20% of the daily rate per hour for all hours beyond the agreed to hours mentioned in this agreement. Please review the kitchen inventory sheets that are provided in the guidebook and on the web site. Immediately let us know of any missing or damaged items. At the termination of this rental agreement, the Guest(s) will surrender the vacation home in the same condition it was when they received it. Guest(s) is/are responsible for any damages or missing items. Guest(s) agrees that any claims towards excessive cleaning, damage, missing items, or uncollected amounts owed will be deducted from the deposit.

Move Out - Is before 10 am. **VERY IMPORTANT** - We do remotely monitor when guests check in and when they check out. Any guests found to move in early or check out late without making prior arrangements will be charged 20% of the daily rate per hour for all hours beyond the agreed to hours mentioned in this agreement. When you leave, please take all garbage to the trash containers next to the street. Make sure you place the trash inside the containers. Please check the unit prior to your departure to ensure you do not leave any items behind. Please have all kitchenware washed and make sure all the dishes that you used are cleaned and put away. This greatly assists us in preparing the unit for the next guests. We do charge if excessive cleaning is required. See Cleaning for more information. Any leftover food items may be left in the refrigerator. **PLEASE** be sure to turn off all ceiling fans, lights and make certain all doors and windows are securely closed. If you have used the AC, make sure they are **TURNUED OFF** before leaving.

Occupancy - We enforce a very strict occupancy limit and are renting the home to the number of people you indicated on your reservation form. **No additional guest(s) are allowed on the property without prior approval.** We do not allow sleeping on any of the couches. We also have cameras on the premises for your security to assure that there are not any people on the property that do not belong on the property. If a violation in occupancy occurs, any refundable deposit will not be returned to help offset additional cleaning, utilities and wear and tear. Management also reserves the right to terminate this agreement and any money paid will be forfeited for any breach of this contract. Children under 13 years of age are not to remain alone in the home. Pets are not allowed unless previously approved prior to trip.

Pets - No pets are allowed unless previous arrangements have been made and the extra pet fee has been paid. If a violation occurs, you will forfeit any deposit made. Management also reserves the right to immediately terminate this rental agreement and remove you from our home and any money paid will be forfeited for any breach of this contract.

No Smoking - Smoking is not allowed in *or near* the home. Smoking is allowed outside the villas, but please stay at least 20 feet from the home.

Travel Insurance – Vacation Rental (travel) Insurance has been made available to you to purchase. None is included with your rental rates charged to you. **If you think you may have to cancel or you are concerned about losing any money for any reason, we *strongly recommend* that you purchase travel insurance.** There are many different travel insurance companies selling many different types of insurance covering you for many reasons. Please select the best company that covers you for your concerns. You must purchase this separately.

Utilities - Reasonable use of utilities (which include 1 tank of LP gas, water, and electric) are included as part of this agreement. Unreasonable use of the utilities, are considered a violation of this Rental Agreement.

Violations - If any violations of this Rental Agreement occur, any refundable deposit will not be returned and management also reserves the right to immediately terminate this rental agreement and remove you from our home and any money paid will be forfeited for any breach of this contract.