

CASA TORTUGA

RENTAL AGREEMENT FORM

CHECK IN TIME After 2 PM

CHECK OUT TIME Before 11 AM

NON SMOKING & NO PETS ALLOWED This is strongly enforced. If pets are in the residence, the Rental Agreement may, at the owner's discretion, become null and void. No refund will be given. If evidence of pets in the Rental Property is found after check out, the Renter, will be assessed the cost associated with cleaning the Rental Property.

MAID SERVICE Casa Tortuga provides a maid daily if requested, for an additional fee of \$20.00 per day.

DAMAGE/RESERVATION DEPOSIT In order to reserve Casa Tortuga, a deposit of US \$1,000 must be made to act a security/damage deposit. The deposit in NOT applied toward rent. The deposit will be fully reimbursed within (14) days of departure, provided the following provisions are met.

1. **NO** damage is done to the house or its contents, beyond normal wear & tear.
2. **ALL** keys are left on the kitchen table & the house is left unlocked. Please make sure all windows are closed and lights, TVs, fans, and all other appliances are off.

3. **ALL** charges accrued during the stay are paid prior to departure.
4. **NO** linens or other home items are lost or damaged.
5. **NO** early check-in or late checkout.

DAMAGES THAT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT Renters

agree to pay within a 15 day period from departure for any and all damage beyond normal wear & tear that should exceed the amount of the security deposit.

ZERO TOLERANCE Guest staying at Casa Tortuga may NOT have parties unless they notify management before & receive permission to host a party. Be advised that Nicaraguan laws can be much more severe than other countries for certain violations of the law, particularly in regard too illegal drugs or prostitution. Any guest using or possessing illegal drugs or allowing prostitution on the rental property will be removed immediately from the premises and the local authorities will be contacted. Any rent money, including deposits will be forfeited. Please understand these strict policies are for the protection of the guest and the property owners. It is understood that the undersigned is responsible for the actions of their guest and for seeing that all guest occupying the rental property have read and will abide by this rental's rules.

CANCELLATIONS A thirty (30) day notice is required for cancellation. Cancellations that are made more than thirty (30) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within thirty (30) days of the arrival date, forfeit the full reservation deposit. Cancellation or early departure does not warrant any refund of rent. In Nicaragua, power shortages do occur and do not warrant any refund of rent.

MAXIMUM OCCUPANCY The number of guest is limited to eight (8) persons. An additional charge of \$25.00 USD per person per night for guest in addition to eight (8) will be assessed. No more than ten (10) guest allowed overnight at any time.

SEPTIC The house is on a septic system. PLEASE DO NOT FLUSH any other paper goods other than toilet paper. No feminine products should be flushed at any time. If it is found that any other product other than toilet paper have been flushed and clogged the system, you may be charged for the amount of the repair.

EVACUATION POLICY No refunds will be given unless the authorities order mandatory evacuation for the area of the residence. If authorities order a mandatory evacuation, the following will be refunded: 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 the stay, to come in after the "mandatory evacuation" is lifted; and any advance rents collected or deposited for a reservation that is scheduled to arrive during the "mandatory evacuation" period.

RIGHT OF ACCESS The Owner or the Owner's agent shall have the right, but not the obligation, to enter into the Rental property and upon the premises, at all reasonable hours, to investigate disturbances, check occupancy, check for damage, make deliveries, to make such repairs, alterations or improvements thereto as the Owner may deem appropriate, but the Owner agrees not to exercise this right in such a way as to unreasonably interfere with the Renters' quiet enjoyment of the occupancy.

REGISTERED OCCUPANTS Each occupant the age of eighteen (18) and over shall be equally responsible for observing the Terms & Conditions specified in this Rental Agreement. Each adult occupant will be jointly & severally liable for any and all damage done to the

rental property beyond normal wear and tear. The renter's signature certifies that the Renter is twenty-five (25) years of age or older, has read this agreement in its entirety, and understands that breaches of any term or conditions of this agreement can and will result in the termination of the occupancy and responsibility for additional payment related to damages.

INDEMNIFICATION The rented property is a private residence and the guest agree to indemnify the owner for any damage or loss to the property or its contents that occur during their stay. Violation of occupancy limits will result in forfeiture of all monies and termination of occupancy. Managers may inspect the property during your stay but will be respectful of your privacy. Further, the guest agree to abide by the rules and regulations of the community and refrain from any activity which interferes with the quiet enjoyment of its residents. The owners and managers are not liable for electrical outages or failure of any equipment, systems or appliances as major repair problems cannot be foreseen. The owners and the rental managers are not responsible for any accidents, injuries, or illness that occur while on the premises or its facilities. Surfboards and valuables should be brought in the house at night. A safe is provided in the master bedroom. The owners and rental managers are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guest are expressly assuming the risk of any harm for their use of the premises or others whom they invite to use the premise.

LAST BUT NOT LEAST Candles are forbidden inside or outside the rental property. Alcohol and food is not to be consumed in the pool, if evidence is found, a cleaning fee of \$150.00 USD will be assessed. Our home sits in the middle of a peaceful residence and Los Cardones Ecolodge, so please respect quiet hours nine (9) PM and turn off all music outside of the residence and lower talking volumes.

By signing below, I agree to all terms and conditions of this agreement

SIGNATURE

DATE

Please provide the name & email address of each person in your party.

_____ Name

_____ Phone or Email

_____ Name

_____ Phone or Email

_____ Name

_____ Phone or Email

_____ Name

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