

RENTAL AGREEMENT
(Casa Jose, Playa del Carmen, Mexico)

Please sign and return

This AGREEMENT is entered into on _____ by and between Joseph A. Fix, as Owner of Casa Jose (“**Owner**”), and _____ (“**Guest**”).

Notice: By the terms of this rental agreement, Owner and Guest are intending to create a proprietor/license relationship and not a landlord/tenant relationship.

1. **TERM:** Guest hereby hires from Owner for use as a vacation home those premises described as Casa Jose, Playacar Phase I, Playa del Carmen, Mexico (the “**Property**”), for a term commencing on _____ check-in after 3:00 PM and terminating on _____ check-out before 1100 AM (“**Term**”).
2. **RENTAL FEE.** For use of the Property as a vacation home, Guest shall pay Owner a rental fee of \$ _____ USD (the “**Rental Fee**”).
3. **ADVANCE DEPOSIT.** A reservation deposit of \$500 USD is required at the time the rental agreement is signed in order to reserve Casa Jose for the desired rental Term. **Checks should be made out to Joseph A. Fix and mailed to: 2425 Princeton Blvd., Lawrence, KS 66049.** This non-refundable deposit will be applied toward the total Rental Fee.
4. **SECURITY DEPOSIT.** In addition to the advance deposit, Guest shall provide Owner a security/damage deposit of \$500 USD which is required at the time the rental agreement is signed and shall be held to cover charges for damages or other violations of this agreement. The security/damage deposit will be fully refunded after check-out inspection if Casa Jose is vacated in satisfactory condition without damage to the home or its furnishings/contents.
5. **BALANCE DUE.** The remaining balance of the Rental Fee shall be due in full thirty (30) days prior to the arrival date.
6. **MAXIMUM OCCUPANCY.** Maximum occupancy is ten (10) people including adults and children. Rental to more than ten (10) people may be considered by Owner under special circumstances and must be agreed in writing by Owner and Guest.
7. **PAYMENTS.** Payments may be made by personal check, company check, money order, or bank check payable to “Joseph A. Fix”. Visa, Mastercard and debit cards are also accepted. A \$25.00 handling fee will be charged for all returned checks.

8. **TAXES.** All taxes are paid by Owner and are included in the total rental fee.
9. **GUEST CANCELLATIONS.** Guest cancellations must be received in writing. In case of Guest cancellations, no refunds of rents paid will be made unless the canceled period is re-rented and confirmed. If Casa Jose is not re-rented during the canceled period, all rents paid shall be forfeited.
10. **PETS.** Pets are not allowed.
11. **CHECK IN.** Check-in will be after 3:00 PM on the arrival date. Early check-in will only be allowed under special circumstances, if agreed in writing by Owner and Guest, and only if the Property is clean and ready for occupancy. A local House Manager will assist Guest at check-in and be available for any questions or assistance that is needed during the Term of the rental period.
12. **CHECK OUT.** Check-out on day of departure will be by 11:00 AM. Check-out is made by Guest returning the keys to the house manager and upon all persons vacating the Property. If Guest fails to check-out in a timely manner, Guest shall be penalized at the rate of \$200 per half-hour that Guest exceeds the check-out time.
13. **FURNISHINGS.** Casa Jose is fully furnished and equipped with the exception of food and drinks. Guest will be responsible for the purchase of all food/drink consumables with the exception of bottled water. Bottled water is provided by Owner and is delivered curbside "as needed" by the Playacar Phase I Homeowner's Association.
14. **APPLIANCE MALFUNCTIONS.** Appliance malfunctions or service requests for air conditioning, televisions, pool, appliances, etc will be responded to as quickly as possible. A local House Manager is available to assist Guest with such requests. There are no rebates or refunds issued to Guest for any reason as good faith effort is made to insure that Casa Jose is properly maintained.
15. **CARE OF PROPERTY.** Guest is expected to care for the Property as if it were their own. Guest acknowledges that unless the House Manager is notified on day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be Guest's responsibility and must be reported to the House Manager. Guest must leave the property in clean condition (subject to daily cleaning provided by maid service). All doors and windows must be closed and locked and keys returned to the House Manager at the time of check-out.
16. **TELEPHONE.** A telephone is provided with Casa Jose but its use is limited to local calls. Long distance or international calls must be made with the Guest's own calling card or credit card.

17. **GRILLING.** Grilling is only allowed in the fireplace charcoal grille provided on the patio. Guests must exercise due caution with fires during grilling.
18. **SMOKING.** Smoking is NOT ALLOWED inside the Property. Failure to comply with this provision will result in Owner having the option to immediately terminate this rental agreement and to charge a damage/service fee for the costs of cleaning and repairs.
19. **LOCKED AREAS.** Locked areas and closets for which Guest is not provided a key, such as Owner's personal storage areas, are exempt from this rental agreement and are off-limits to Guest. Forced entry into these areas are cause for immediate termination without refund and Guest will be charged for damage and/or missing items.
20. **OWNER CANCELLATION.** In the event Owner is unable to deliver said property to Guest under this rental agreement prior to occupancy because of fire, eminent domain, act of nature, or any other reason whatsoever, Guest hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Guest.
21. **LOST, STOLEN OR ABANDONED ARTICLES.** Owner shall have no responsibility for lost, stolen or abandoned items. If items are left at Casa Jose, Owner will make reasonable efforts to have the items returned to Guest. Guest shall be responsible for any shipping and handling fees.
22. **INDEMNITY.** Guest agrees to release and indemnify Owner and the House Manager from and against all liability, should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever.

23. ACKNOWLEDGEMENT. Guest acknowledges they have reviewed and understand the terms of this rental agreement and agree to adhere to the terms stated herein as a condition of my use and all other parties. As agreed, the signatory below will be responsible for all monies owed as summarized in the following Table:

Date of Reservation			
Arrival Date			
Departure Date			
Number of Guests	Adults:	Children:	
Rental Rate			
	Date Due	Date Received	Owner Initials
Security Deposit (\$500)	Contract signing		
Reservation Deposit (\$500)	Contract signing		
100% Rental Fee (due in full 30 days prior to arrival date)			

YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A VACATION RENTAL.

Guest's Name:	Guest's Signature:
Address:	Date:
City:	Email:
State: Zip:	
Owner Name: Joseph A Fix 2425 Princeton Blvd Lawrence, KS 66049	Owner's Signature:

THIS LEASE IS NOT VALID UNLESS SIGNED BY OWNER

How did you hear about us? (Circle one or more)

www.casa-jose.com

Other _____

www.vacationrentals.com

www.vacationhomes.com

www.vrbo.com