

Rental Agreement for Villa de la Mariposa, 49 Playa Laguna, Sosua, Dominican Republic

This Short Term Rental Agreement (the "Agreement") is made by and between Sam A Twiford, Jr. ("Homeowner/Owner") and _____ ("Primary Guest and/or Renter") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at: **49 Playa Laguna, Sosua, Dominican Republic**

The property is furnished and includes, but not limited to, the following items: stove, refrigerator, dishwasher, microwave, blender, toaster, coffee maker, washer & dryer (*to be used by maid only*), flat screen TVs (2), DVR Camera System with 8 cameras and monitor, DVD player, iPhone Player (for inside use), iPhone Player (for outside use), HP Laserjet P1005 printer, hairdryer, Cisco Access Points (2), Cisco N Router, Motorola Modem (furnished by cable company), TV Cable Boxes (2) (furnished by cable company), Charbroil LP Gas grill, electronic safe, a **Laptop Computer (NOT FOR USE BY GUESTS – REQUIRED BY CAMERA SYSTEM)**, Alcatel cell phone with charger (Claro), Casio HR-8TM calculator with charger, bedding for 2 single beds, 2 queen beds and 1 king bed, necessary towels, washcloths, hand towels, beach towels, pool sun recliner chairs (4), table (1) and (4) chairs at pool side, cookware, dishes, cups, knives, and flatware. ***Other than the Laptop Computer (which is not for use of guest), these items are provided as a convenience for the use of our guest and not guaranteed as a part of the rental contract.*** While every effort has been made to insure that these items are in working order, the homeowner cannot guarantee that each item will function as designed during the arrival or extending through the full stay of the guest. Should an item not function properly, the Guest(s) have the responsibility to notify the Homeowner and/or his agent upon discovery of malfunction or missing items and every reasonable effort will be made to repair or replace missing or malfunctioning items. However, in no event, shall the Guest check out at the end of stay without written notification of missing or malfunctioning items listed above. This is requested to allow us time to replace or repair items prior to the arrival of the next guest. Should an item be desired that is not present, please notify us so we can consider purchase prior to your next visit.

Contact Information to Request Additional Item or to Report a Malfunctioning or Missing Item (Nelly Sanchez or Gary will assist in contacting Jose, if needed) :

Jose Ciriaco (Property Manager) - (809) 787-0856

Sam Twiford, Jr (Homeowner) 1 (252) 331-2440 (Home) 1 (252) 339-2813 (Cell)
twif13@gmail.com

2. Rental Party: The rental party shall consist of Guest and the following persons (List Names & Contact Information of all Guest accompanying Primary Guest or Renter):

3. Maximum Occupancy: The maximum number of people staying overnight is limited to 6 persons unless agreed to in this contract. An additional charge will be made of \$150.00 USD per person, per night when the # of overnight guests is 7 or higher (excluding children under 18 traveling with their parents or grandparents).

(1) Initials of Owner _____ Initials of Primary Renter/Guest _____

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4. Term of the Lease: The lease begins at _____ p.m. on _____ (the "Check-in Date") and ends at _____ a.m. on _____ (the "Checkout Date").

5. Minimum Stay: This property requires a 4 night minimum stay. Longer minimum stays of up to 2 weeks may be required during holiday periods. Shorter stays of 3 nights are available according to rental rates page for this property as listed on HomeAway website: (<http://www.homeaway.com/vacation-rental/p930882>) . These longer and shorter days are date specific and the date ranges are specified. If a rental is taken for less than 4 days, the guest will be charged the 4-night rate (unless during a period allowing 3 night stays, as found on website).

6. Rental Rules: Guest agrees to abide by the Rental Rules (attached as a part of this rental agreement) at all times during the term of the lease and shall cause all members of the rental party, and any other guest that the renter(s) permits on the property, to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner and/or his agents access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

A. Deposit: A deposit of 50% of Total Contracted Amount is due when reservations are made and accepted by Owner. This deposit will ensure the rates and availability. The Total Contracted Amount is due 90 days prior to date of Check-In. If reservations are being made within 90 days of the date of Check-In, mutual agreement as to final payment date will be made between the Owner and Guest/Renter. The deposit is non-refundable and applied toward the rental fees except as provided for in the Cancellation Policy and Storm Policy. (*See Cancellation Policy & Storm Rule*).

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner and/or his agent immediately.

B. Rental Rate. Payment in full is due 90 days prior to the Check-in Date. Failure to complete this payment at least 90 days prior to the Check-In Date may result in forfeiture of all monies previously paid and cancellation of reservations, unless **prior** arrangements with Owner have been agreed upon.

\$ _____ per night x _____ nights = \$ _____

Cleaning fee (Required Gratuity 10%) \$ _____ (*Tips Optional Depending Upon Services Received*)

Sales Tax \$ 0.00 (*Included*)

Optional Services Requested \$ _____ (*Taxi, Babysitting, Cooking, etc.*)

(Less deposit) \$ (_____) (*Monies that have been paid*)

TOTAL CONTRACTED AMOUNT DUE \$ _____

(2) Initials of Owner _____ Initials of Primary Renter/Guest _____

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9. Cancellation Policy: If Guest wishes to cancel his/her reservation, a portion of the total contract amount will be refunded from monies that have been paid, as follows, ***provided the Owner receives written notice***, within the time frames given below:

10 % Cancellation Charges that equal 10 % the Total Contracted Amount will be retained by Owner and the balance of funds that have been received are to be refunded to Guest/Renter, if reservations are cancelled (and received by Owner) in writing 90 days (or earlier) before the Check-In Date.

50 % Cancellation Charges that equal 50% the Total Contracted Amount will be retained by Owner and the balance of funds that have been received are to be refunded to Guest/Renter, if reservations are cancelled (and received by Owner) in writing between 89 days and 60 days before the Check-In Date.

100% NO FUNDS ARE RETURNED TO GUEST/RENTER IF RESERVATIONS ARE CANCELLED WITHING 60 DAYS OF YOUR ARRIVAL (CHECK-IN DATE).

10. Insurance: We encourage all renters to purchase traveler insurance.

(3) Initials of Owner _____ Initials of Primary Renter/Guest _____

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Payment: Acceptable payment method is credit card. If you wish to use a credit card, please provide the following information (*or contact Owner by telephone to fax this information*). Other methods of payment may be made by mutual agreement.

BY MY SIGNATURE BELOW, I authorize the Owner to charge the below listed credit card for any and all payments due under the terms of this contract, including rental fees and/or damages to the property that are a direct result of my actions or those of my guest(s). I acknowledge that I am the "Primary Guest and/or Renter" and I personally assume responsibility for any and all damages and/or injuries to myself, the property, its contents, or any other person or guest, either registered or unregistered, due to negligence or behavior of any guest(s) on the property during the terms of this agreement.

Name on credit card: _____ Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I acknowledge that I have been given the opportunity to purchase travel insurance at my own expense.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Primary Guest:

Printed Name: _____

Signature: _____ **Date:** _____

Homeowner:

Printed Name: _____ Sam A. Twiford Jr

Signature: _____ **Date:** _____

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Rental Rules

1. *Smoking* is allowed on porches or pool deck only.
2. *People other than those listed in the Guest party* set forth above may not stay overnight on the property. *See section on **Maximum Occupancy***. Any other person in or on the property is the sole responsibility of Guest/Renter and I acknowledge additional fees may apply should more than 6 guest(s) remain overnight.
3. *Villa de la Mariposa, #49 Playa Laguna, is privately owned*; the owners are not responsible for any accidents, injuries or illness that may occur to any renter and/or guest while staying or visiting the premises or its facilities. The Homeowners and/or their agents are not responsible for the loss of personal belongings or valuables of the guest. The use of the electronic safe by guest is solely as a convenience of the guest and does not imply any warranty or guarantee of safety by the homeowner and/or their agents. *By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm or loss arising from their use of the premises or others whom they invite to use the premise.*
4. *Keep the property and all furnishings* in good order.
5. *Only use appliances/furniture* for their intended uses.
6. *Pets* are permitted only with prior approval and the [Pet Addendum](#) must be completed.
7. *Parking* is limited to 2 vehicle(s) inside the gate. Vehicles are to be parked in designated parking areas only. Parking on the road is at tenants own risk.
8. *There is daily housekeeping service* on weekdays for 3 or 4 hours, as necessary. This service is included in the rental rate and consists of the following: Light laundry services including bedding and towels, sweeping and mopping of floors, cleaning of bathrooms, and washing dishes. We do not permit towels or linens to be taken from the house.
9. *The house is on a septic system*. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products or items other than toilet tissue have been flushed and clog the septic system, you could be charged damages of up to \$500.00 USD for repairs to system.
10. *Report* immediately any missing or malfunctioning items that are listed above.

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11. *Storms Policy:*

If there is a hurricane, no refunds will be given unless:

- The local authorities in Sosua, Puerto Plata or Cabarete order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" ***and/or***
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area including Villa de la Mariposa, 49 Playa Laguna, Sosua, Dominican Republic.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 1. Any unused portion of rent from a guest currently registered;
 2. 100% advance rents collected or deposited (full refund of monies paid) for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

BY MY SIGNATURE BELOW,

I certify that I read and agree to abide by these rules and regulations pertaining to Villa de la Mariposa. I understand that failure to comply may result in my immediate eviction from the property. I furthermore agree and understand that upon eviction, all payments that may have been made will be forfeited and I will be personal liable for any or all damages that may have occurred due to my actions and/or that of my guest(s). I understand that these damages will be billed to my credit card for payment to the Owner.

<u>Primary Guest:</u>
_____ (Signature)
_____ (Printed Name)
_____ (Date)