

This is a binding, legal document. Please read it completely and carefully before signing.

## RENTAL AGREEMENT

Between

FINCA AUSTRIA RENTAL NOSARA S A, NOSARA, COSTA RICA (following "Finca Austria")

and

\_\_\_\_\_.birth date \_\_\_\_\_

Citizenship: \_\_\_\_\_ Passport number: \_\_\_\_\_

Representing the company \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ e-mail Address \_\_\_\_\_

(following "the client")

Rental object: \_\_\_\_\_

for the agreed period from \_\_\_\_\_ to \_\_\_\_\_

for the total rental amount (including tax, excluding damage deposit) USD \_\_\_\_\_

The above stated client is considered to be the Lead Renter and will assume full responsibility for all members of the Rental Group throughout the rental period. Information or instructions relating to this rental will be communicated to the client only and not to any third-party member of the Rental Group.

**The houses and units offered by Finca Austria are not official tourist structures or hotels. Rather, they are private homes. In that way those offered facilities do not apply exactly the same standards or categories recognized by international tourist boards, but instead reflect in their architecture and furnishings the local traditions and personal taste of the owners. The client is aware of that, has considered this fact, and is willing to accept the properties as they are. In addition, Finca Austria and the Owner of the property are not responsible for any physical injuries caused to the customers during their stay at the property. It is, therefore, highly recommended that the customers purchase comprehensive travel insurance prior to their trip.**

1. **Payment & Reservations** - A deposit of 50% of the total rental amount, and 50% of any applicable tax is due within 5 (five) days of any reservation. The balance needs to be paid 60 (sixty) days before the rental date. If the payment of the remaining balance is not received on or before this deadline, the booking is subject to cancellation without further notice. If the reservation is made less

than 60 (sixty) days before the reservation date, the entire amount is due and payable within 5 (five) days of the reservation. No reservation is confirmed until you have received a Booking Confirmation Letter from Finca Austria.

2. **Rate changes** - Prior to confirmation, all rates are subject to change without notice.
3. **Cancellation Policy** - No paid deposits will be refunded unless a replacement rental is obtained. Should you be forced to cancel for ANY reason and a replacement rental is obtained, your deposit will be refunded, less 20% of the complete rental rate. Reservations cancelled less than 45 days in advance of reservation date will incur an additional 20% penalty (total 40%). No monies will be refunded unless a replacement rental is obtained.
4. **Arrival and Departure** (Check In – Check Out) - are typically **Check In 2PM / Check Out 10AM**. If possible (no other renting agreements ending/starting on the day of your arrival/departure) you may vary from these times. Please indicate and confirm together with your reservation.
5. **Minimum stay** - THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM. Longer minimum stays may be required during holiday periods. If a rental is taken for less than three nights, the guest will be charged the three-night rate.
6. **Maximum occupancy**- The maximum number of guests is limited to the number stated in the reservation confirmation. Other people may be invited to visit if PRIOR approval is obtained. IN NO CASE may additional people be invited or allowed to remain overnight without written consent PRIOR to start of first occupancy. Exceeding the number of stated and agreed persons will result in immediate eviction without refund, or a \$100 per guest per night charge at the discretion of the Owner. **Special events like weddings, birthday parties, anniversaries, and similar events are welcome, but need to be planned and organized together with Finca Austria.**
7. **Condition of the Property** - The Property will have been inspected prior to occupation and therefore the client undertakes to:
  - Notify the Owner immediately with regard to any damage and/or maintenance issues that require attention.
  - Keep the Property and all furniture, fixtures, fittings, chattels and effects in or about the Property in the same state of repair and condition as found at the commencement of the Rental.
8. **Smoking** - Smoking is not permitted in or around the immediate vicinity of the property.
9. **Drugs and Hazardous Materials** - Guests and members of their party shall not use or permit to be brought into the villa any illegal or hazardous substances.

10. **Pets** – Might be permitted [please indicate when booking]. All evidence of pet occupation must be removed from the Property and grounds at the end of the rental period. Pets are not permitted on any item of furniture, including beds, and evidence of pet hair on furniture and bedding may incur additional cleaning charges.
11. **Equipment and Facilities Provided** - Equipment and facilities are provided at the discretion of the Owner and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders non-essential element unusable, the Owner does not take responsibility for replacing or refunding The client for the lack of use of these equipment or facilities. The equipment and facilities referred to include (but are not exclusive to) such items as motors, televisions, VCRs/DVDs, hot tubs and Jacuzzis.
12. **Refunds** - If a breakdown should occur to fundamental elements such as water systems, plumbing and electrical systems, and major appliances such as stove or refrigerator, every effort will be made to repair or replace, or an appropriate refund will be made for the inconvenience caused. This does not apply to system breakdown caused by misuse, such as plumbing blockages caused by inappropriate use of sanitary facilities. The Owner is not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather or other circumstances beyond his control. Similarly, there will be no refunds for inclement weather, changes in water levels, conditions at neighboring properties, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.
13. **Maid service** - Linens and bath towels as well as an every second day maid service are included in the unit. Additional maid service is available at an additional rate.
14. **Damage Deposit** – A damage/reservation deposit of USD 500 (for Villa and Guesthouse together USD 750) is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided there is no breakage, damage, missing items, no additional cleaning for villas left abnormally dirty, and no other charges incurred before, during or after your stay, still outstanding. All normal utilities (except for long distance phone calls or careless or extremely excessive use of your villa's water supply) are included in your rental price. You hereby agree to pay Finca Austria on behalf of the owner of your villa the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of your occupancy, excluding normal wear and tear. Coverage does not apply to theft or damage of any property owned by or brought onto the premises by a guest. In cases of abuse and malicious damage to rental property the guest will fully reimburse Finca Austria including attorney's fees.
15. **Valuables** - the owner supplies a safe in the house but is not responsible for any personal valuables of the client.

16. **Written exceptions** - Any exceptions to the above mentioned policies must be approved in writing in advance.

17. **Governing Law**- This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of Costa Rica.

SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

By signing this document I confirm that I have read and agree to all terms and conditions of this agreement.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature client:

confirmed and accepted by Finca Austria

**Below or as attachment please provide following information:**

- Total number and names of all guests – please indicate children
- Special event with changing number of guests yes / no
- Account details for security deposit refund
- Any other special requests

Total number and names of all guests – please indicate children:

Special event with changing number of guests yes / no (if yes – type of event)

Account details for security deposit refund

Any other special requests