

# CASA DEL VIENTO

## Rental Agreement and Rental Rules for Occupants and Guests

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below or the date reserved online on the website by and between the (undersigned) person(s) or company (the "Guest") and the (undersigned) owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

This Agreement is made by and between by **Homenet Real Estate**, as manager/agent for the Owner of the property ("Rental Agent") and

Surname: \_\_\_\_\_  
Full names: \_\_\_\_\_  
Home address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Home: \_\_\_\_\_ Mobile: \_\_\_\_\_,

Or whose information is stated online on the reservation form ("Guest") as of the date last set forth on the signature page of this Agreement, or the date the Property is booked, confirmed and paid online through the website for the purpose of setting out the terms and conditions on which Guest will rent the Property.

For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

### **1. Property:**

The Property that is rented is a luxuriously furnished villa located at: **L.G. Smith Blvd 125-D**, Arashi Beach - Aruba. (The "Property").

### **2. Exclusive use of Property:**

The use of the Property is strictly limited to private residential vacation activities only. Either the Guest, or family members, or guests may use no part of the property for any kind of trade or business purpose. Guest confirms and understands that the Property may not and will not be used for any kind of unlawful activity whatsoever. Guest is obligated to keep the Property secure; all damages resulting from carelessness or misuse will be charged to Guest. Guest shall maintain the premises in a clean condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Any damage to the property resulting from the negligent use of the property, improvements thereon, furniture, appliances and fixtures shall be charge to Guest. Guest must return the Property to Agent in proper condition and without any property damages.

### **3. Conditions and use of Property:**

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as Internet access, satellite or cable TV access, as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as pools, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

**3. Age requirements:**

Guest must be at least 21 years old.

**4. No Subletting.**

The Property may not be sublet. Guest reservation is not transferable to any other party. Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

**5. Falsified reservations:**

Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and guest will not be permitted to check-in or are subject to immediate eviction of the Property.

**6. Student groups are not permitted:**

Students unaccompanied by a parent will not be permitted. This policy includes reservations made by parents or guardians who do not check in, and/or who leave overnight during the length of the stay.

**7. Maximum Occupancy:**

The maximum number of guests is limited to 10. Guest agrees that no more than **10** persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

**8. Minimum Stay:**

This property requires a **3** night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 2 days, the guest will be charged the 3-night rate.

**9. Rental nights, rates and fees:**

Total Nights:	...
Price per night:	\$.
Rental amount:	\$.
Cleaning fee:	<u>\$.</u> 175,-
Rental fee:	\$.
Tourist tax: 9.5%:	\$.
Room tax \$.15,- p/night:	<u>\$.</u>
<b>Total rental cost due</b>	<b>\$.</b>
Refundable Security deposit	<u>\$.</u> 2500,-
<b>Total payment at booking</b>	<b>\$.</b> (Rental cost & Security Dep.)

To confirm the reservation Guest agreed to pay an advance payment equal to **30% of the total rental cost due** at booking or signing of this agreement, with a follow-up payment of another **30%**, **60** days prior of to check-in and then the balance of **40%** plus the Security Deposit due on the latest **30 days prior to the check-in date.**

**10. Payment:**

Acceptable payment methods are: (SWIFT) bank transfer and or Credit Card. A credit card is required for the booking. If guest wants to pay via another method other than credit card, Rental Agent must receive confirmation of payment/transfer within 48 hours of reservation. The advance payment will be applied toward the rent. The Balance is due 30 days before guest arrival date and must be paid via credit card or wire transfer in US Funds. Guest specifically agree and authorize all payments not received within the required time period to be charged to his/her credit card.

**Bank Payment:**

If guest wishes to make a (SWIFT) bank transfer, please make transfer to:

**Beneficiary Bank:**

Bank name: **Aruba Bank N.V.**,  
Bank Address: Camacuri 12, Oranjestad – Aruba,  
Swift code: **ARUBAWAX**

**For further credit to:**

Beneficiary name: **Realco Investment (Aruba) N.V.**  
Account number: Aruba Bank US\$ Account #. **211624.230 004 075 02**  
Address: Meiveld 3A, Oranjestad – Aruba.

**Payment details:**

(Please have your bank specify in your wire transfer description):

**Rental of L.G. Smith Blvd 125-D, ARUBA.**

**Credit card authorization:**

Guest understand and consent to the use of the credit card provided without original signature on the charge slip, that an email of this agreement will serve as an original, and that this Credit Card Authorization cannot be revoked and will not terminate until 60 days after the rental is vacated. Additional charges may include but are not limited to: excessive cleaning fees; damages beyond normal wear and tear, fines and unreturned keys.

**Guest hereby provides the following information:**

Name on credit card: \_\_\_\_\_  
Type of card: \_\_\_\_\_  
CC-Billing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Credit Card Number: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_ CVV (Security) Code: \_\_\_\_\_

By my signature set forth on the signature page of this Agreement, I hereby give permission to charge my credit card for the amount of US\$.2,500,- as a security damage deposit.

**11. Damage/reservation deposit:**

A damage security deposit is required. Guest hereby authorizes Agent to obtain pre-authorization of the Security Deposit against Guest’s credit card and to collect and apply the Security Deposit, if necessary. The deposit is not applied toward lease amount; however, it will be hold/blocked on guest credit card and fully refundable/released within (5) working days of departure, provided the following provisions are met:

- a. No damage is done to the Property or its contents, beyond normal wear and tear.
- b. All charges accrued during the stay are paid prior to departure.
- c. All keys are left in lock box and the Property is left locked or keys are left with Agent.
- d. No linens are lost or damaged.
- e. NO Early check-in or late checkout unless permitted in writing.
- f. The guest is not evicted by Agent or by the local law enforcement.
- g. All other terms and conditions of the contract are followed.

**12. Check-in/out:**

The lease starts at **3:00 p.m.** on ....., **2019** (the “Check-in Date”) and ends at **10:00 a.m.** on ....., **2019** (The “Checkout Date”). NO early check-in or late checkout is allowed without prior written approval. Agent would be happy to try to accommodate guest’s request if at all possible. If Guest does not vacate the Property by the checkout time, Agent reserves the right to enter the Property and remove Guest belongings from the Property. The Agent will not be held responsible for any damage or loss of Guest’s belongings. Should Guest depart after check out time without prior written approval, Guest will be charged one nights rent and may not be allowed to enter or may be asked to vacate the premises.

**13. No Smoking:**

Smoking is **NOT** allowed **INSIDE** of the Property. Guests who violate this policy will be charged an additional US\$.1.000,- plus the expense of any necessary cleaning. Violations may also results in immediate eviction and forfeiture of rent and security deposit.

**14. Telephone:**

The property has a residential phone line for local phone calls and it is blocked for long distance calls.

**15. Pets:**

Pets are NOT permitted. Should a pet be allowed, a pet addendum and additional pet deposit is required. This is strictly enforced.

**16. Cleaning:**

The Property is professionally cleaned before Guest arrive and again after Guest departure. There is no daily or mid-week maid / cleaning service. Additional cleaning can be booked (preferable prior to arrival) at a rate of \$15,- per hour, per cleaning person. Agent makes every possible effort to have everything in excellent working order. Please treat the Property with the care. If the Property is found abnormally dirty at checkout, additional charges will be charged to guest credit card to assist in performing a deep cleaning of the Property. The Property comes with an initial supply of trash liners, toilet paper, kitchen towels, sponge, dishwashing soap, detergent, softener, hand soap, etc. These items are a starter set and guest will probably need to purchase additional supplies to last the remainder of her/his stay. All stays will be subject to a cleaning fee.

**17. Events:**

No weddings, receptions, events, or parties of any kind are to be held at the Property or in the yard without the written consent of Agent. Events require a separate Event Agreement and Event Fees.

**18. Rental Rules:**

Guest agrees to abide by the rules of this agreement at all times while at the Property, and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the rules at all times while residing at the property.

**19. Access:**

Guest shall allow Rental Agent, or any third party appointed by Rental Agent, access to the Property for purposes of repair and or inspection (if necessary). Agent shall exercise this right of access in a reasonable manner by giving at least 4 hours' notice (unless in case of emergency).

**20. Internet access:**

While fast Internet service is provided at the Property, Rental Agent does not warrant the connectivity or equipment. Rental Agent does not offer Internet support beyond providing the access or log-on information. Guest via the Internet provider may obtain support. Internet connection or equipment failure is not cause for full or partial refund.

**21. Written exceptions:**

Any exceptions to the above mentioned policies must be approved in writing in advance.

**22. Cancellation policy:**

If Guest wishes to cancel this reservation, the total rental amount will be refunded as follows: Cancellation is possible within 48 hours after the booking. Cancellation more than 8 weeks prior Check-in Date will result in the loss of 30% of the rental cost and cancellation w/in 4-8 weeks prior Check-in Date will result in 60% loss. Cancellation w/in 30 days prior to Check-in Date is non-refundable. Early departure does not warrant any refund of rent or deposit. We recommend travel insurance to all of our guests to cover any need for cancelation of your travel. Sub-leasing is not permitted.

**23. Refunds:**

If the Property is damaged or destroyed by fire or other casualty, to the extent that normal use and occupancy of the Property is substantially impaired, or for any other reason becomes unavailable for use then this Agreement shall terminate and all deposits shall be returned to the Guest.

**24. Lost & found:**

Rental Agent is not responsible for personal items left behind. Items not claimed after 30 days will be donated. If items left behind need to be shipped, we require a valid credit card number to cover shipping costs. A \$100,- service fee will also be applied.

**Risk of loss and indemnification**

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

**Release**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

**25. Travel insurance:**

We recommend for guest to purchase travel insurance.

**26. Conduct:**

While at the Property, Guest will act in a reasonable and respectful manner and will use the Property carefully so as to avoid damage, reasonable wear and tear expected, and will not create a nuisance to occupants of any neighboring property. The Property is located in a residential neighborhood. Guest shall be quiet and peacefully enjoy the premises so as not disturb neighbors or visitors, guests of neighboring properties. This is especially appreciated after 10:00 PM. Occupancy and use of the Property in such a fashion that disturbs or offends neighboring residents or guests shall be deemed grounds for termination. Any police enforcement actions by Aruban authorities is at the sole risk and expense of the registered Guest and may result in Damage Cost and/or immediate eviction and forfeiture of all amounts paid.

**27. Indemnification and hold harmless:**

Rental Agent will inspect the Property before and after the rental term. The Guest agrees to keep the Property in reasonably clean condition. Guest acknowledges that Rental Agent is not responsible for any loss of money, jewelry, or other personal items of guests or any invitees of guest. Guest hereby agrees to indemnify and hold harmless Rental Agent for damage to person or property arising out of or in any way related to guest or invitees of guest use of premises resulting from the building or any part of it or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the building, or resulting directly or indirectly from any act or neglect of any guest of the property, invitees of guest or of any other person. Guest assumes the risk of injury and any related pain and suffering or medical expenses or other losses relating to the use of the property and/or recreational activities on the premises and will hold Agent harmless with respect thereto.

**Entry and inspection**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

**28. Maintenance:**

Rental Agent makes every reasonable effort to assure that the Property is maintained in superior condition. As with any home, from time to time things may go wrong. If there is any problem with accommodation Guest agrees that they will contact Agent within 2 hours of arrival and allow reasonable time for remedy or repair. If problem occurs during the stay guest will contact Rental Agent as soon as possible. Rental Agent will make every effort to remedy the situation in a timely manner. Common problems will not warrant a refund unless home is deemed uninhabitable and cannot be remedied in a timely manner. Guests or other occupants or invitees of Guest further agree that any complaints or comments regarding the rental property shall be made in writing directly to the property manager of the rental property only and shall not be posted on any internet website.

**29. Unavailability:**

If for any reason beyond the control of Rental Agent the Property is unavailable, Rental Agent will refund in full to Guest all payments made, without any further claim from Guest to Rental Agent.

**Unavailability of Property:**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

**30. Default by the guest/early termination/attorney's fees:**

If the Guest or any of the occupants inhabiting the Property during the term of this rental agreement violate any of the covenants or conditions of this Agreement, then the Guest agrees that the Rental Agent may terminate this Agreement. The Guest (and all occupants) shall immediately vacate the premises upon being notified of termination, and shall not be entitled to any refund. Upon termination it is expressly understood by the guest that the Guest hereby waives any rights, which the Guest may have. If the Rental Agent engages an attorney or otherwise institutes legal proceedings for the purposes of enforcing any covenant or condition contained in this rental agreement, including but not limited to the collection of rent, reimbursement for damages or loss to the Property, or because of any other breach of or default under any covenant or condition hereof, then the Rental Agent shall be entitled to recover any costs or expenses of such action including but not limited to reasonable attorney's fees. If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

**31. Entire agreement:**

This written rental agreement (Agreement) expresses the entire agreement between the parties, and there is no other agreement, oral or otherwise, supplementing, varying, or modifying any terms and conditions set forth herein. The parties further agree that any agreement subsequent to the date of this rental agreement supplementing, varying, or modifying any of the terms and conditions set forth herein shall be in writing and must be executed in the same manner as this rental agreement in order to be of any force/effect.

**Severability/Modifications:**

If any of the terms or provisions of this rental agreement are adjudged by any court or tribunal to be invalid or unenforceable for any reason, then such invalid or unenforceable term or provision shall be severed from this rental agreement, and the remaining provisions shall remain enforceable and be of full force and effect. The parties agree that this rental agreement may not be altered, amended, changed or added to unless done in writing and executed by the parties hereto.

**32. Additional terms to the rental agreement:**

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

**General Provisions:**

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent.

33. Governing Law:

The laws of Aruba shall govern this Agreement. This rental agreement shall be interpreted, construed, and applied in accordance with the laws of Aruba.

By Guests signature below or reserved/booked online, Guest hereby gives permission to charge his/her credit card account and agree that all rental monies are non-refundable per cancellation policy above.

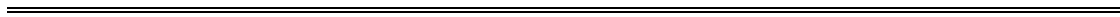
The parties agree to the terms of this Agreement, as evidenced by the signatures set forth below or booked online.

**GUEST:**

(Signature) : \_\_\_\_\_

Full name : \_\_\_\_\_

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



**AGENT:**

(Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Phone number: +297 525 2525

E-mail: marketing@mypropertyaruba.com

Address: Meiveld 3-A.

City: Oranjestad – ARUBA.

Date: \_\_\_\_\_, 2019.

## **CASA DEL VIENTO / ARUBA BEACH-WALK VILLA**

### **Rental Rules for Occupants and Guests**

Bon Bini and welcome to our vacation rental home on ARUBA BEACH-WALK VILLA. We certainly hope you enjoy your stay on here. Below are some rules you should be aware of and follow during your stay. We are the property manager for this luxury villa you are occupying and we are responsible for all the issues you may have with the property you are in.

1. All guests must respect the property they are occupying.
2. Homeowner and or Agent are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowner is and or Agent is not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
3. No smoking inside of the house. Only outside.
4. No pets are allowed.
5. Quiet hours from 10:00 P.M. to 8:00 A.M. during which time you shall not unreasonably disturb adjacent neighbors. You are staying in a residential area. Please respect the neighbors who live and work here.
6. Sound that is audible beyond the property boundaries during non-quiet hours shall not be more excessive than would typically be associated with a residential area. Amplified sound that is audible beyond the property boundaries is prohibited.
7. There shall be no parties or group gatherings other than registered guests.
8. All trash must be bagged in plastic bags and placed in the trashcans outside. No littering. Trash is picked up on the road. Pick up is Monday morning. We recommend putting them out the night before. Please bring the garbage cans to the garbage area of the house.
9. When you are not in the house, please turn off all air conditionings.
10. No more than 10 people are allowed to stay in the house. People other than those renting the house, may not stay overnight in the property. Sub-leasing: Sub-leasing is not permitted. Sub-leasing will terminate the occupancy without refund.
11. There are no lifeguards on the pool and beaches, therefore babies and children shall not be left unattended by the pool or ocean. Please note that the shoreline area is the property of the people of Aruba, and is open for the free use by everyone.
12. When using the BBQ do not leave it unattended and after using it please clean the grill.
13. Only use appliances for their intended uses.
14. The use of the laundry is for guests only.
15. Keep the property and all furnishings in good order. Please do not move our furniture in or outside the house.
16. We ask you to keep doors and window shut and bugs outside.
17. Telephone: Local telephone calls are included with your rental. International phone calls can be made at renter's expense.
18. Parking: A large courtyard area provides ample parking. If possible please keep the gate closed at all times. Do not park on the tiles in front of the stairs to the main entrance.
19. Upon check out make sure all dishes are done.
20. There is no housekeeping service. While linens and bath towels are included in the house, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the property.
21. Water and Septic:  
WATER- Please do all you can to conserve this precious resource. SEPTIC: The property is on a septic system. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** toilet paper. No feminine products should be flushed at



anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to US\$.250,00.

22. When departing the property, turn off all air-conditions, lights and fans. Shut all windows, sliders and lock front door. Put the keys back in the lock box. **DO NOT LEAVE KEYS INSIDE HOUSE.** You may be charged \$75,- for lost or replacement keys.

We do like to hear feedback on how we can improve our places, so feel free to give us a call or let us know how we can help you enjoy your stay.

CASA DEL VIENTO / Aruba Beach-Walk Villa

Office: +297 525 2525.

Office Hours: Monday – Friday 8:00 AM to 5:00 PM.

Emergency numbers. +297 592 2535.

Quiet hours: 10PM to 8AM.

Kind regards from Casa del Viento / Aruba Beach-Walk Villa property manager / Rental Agent.