

## Casa Lujo Caletas Rental Agreement

1. Homeowner: Dan Clark for Damandan Enterprises LLC Soceidad  
Address: \_\_\_\_\_  
Phone: 863-860-7237  
Email: [damandan@icloud.com](mailto:damandan@icloud.com)  
  
Renter: \_\_\_\_\_  
("Guest") \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
  
Property: Casa Lujo Caletas Rental Agreement  
Tarcoles, Puntarenas Province, Costa Rica  
Near Jaco
2. Dates (Term): After 4:00 p.m. on \_\_\_\_\_ ("Check-in") thru before 11:00 a.m. on \_\_\_\_\_  
("Check-out") (all times are local time)
3. Rental Rate/Fees: \$ \_\_\_\_\_/night  
VRBO/Airbnb: \$ \_\_\_\_\_  
Cleaning Fee: \$ \_\_\_\_\_  
Taxes: \$ \_\_\_\_\_  
Total Rental \$ \_\_\_\_\_  
  
Refundable Deposit: \$250  
  
**Total Due: \$ \_\_\_\_\_**
4. Total Due is payable in advance at time of booking reservation along with this signed Agreement. Payments must be in US Dollars by cash, credit card or Venmo payable to Homeowner. Late Check-out will incur a \$200 fee
5. Deposit is for security and shall be refunded within 7 days after the Check-out date and Inspection provided no deductions are made due to:
  - a) Noncompliance with this Agreement and/or Rules by Guest or members of Guest party
  - b) damages, repairs, losses, charges, or excessive cleaning required as a result of Guest or members of Guest party
  - c) any other cost incurred by Homeowner as a result of Guest or members of Guest party
6. The maximum number of guests on the Property is 10. Minimum age to rent is 25. No pets are allowed. No more than \_\_\_ automobiles are allowed.
7. Guests shall abide by Rental Rules on **Exhibit A** at all times while at the property and shall cause all members of the Guest party to abide by the rules at all times while at the property.
8. Water, electricity, Wi-fi, cooling and heating are provided by Homeowner. There is no land-line telephone on the property.

9. All furniture, furnishings, equipment, appliances, cooking and serving utensils, linens, towels, electronics and other personal property of Homeowner shall be left in good order and repair by Guest. If Guest fails to leave such property in good order and repair, Homeowner may make repairs and charge Guest the cost of repair over and above the security deposit. Guest must not alter, change, or add to the property without permission from Homeowner. Guest shall quit and surrender the property at the end of the term in as good, clean condition as the reasonable use of the property will permit.
10. The following items are not provided under this Agreement: \_\_\_\_\_
11. Homeowner has the right, at reasonable times, to enter the property to examine, make repairs, or show the property to potential renters/buyers. Homeowner shall exercise this right in a reasonable manner.
12. **Homeowner shall not be responsible for the loss of or damage to property or injury or death to persons, occurring in or about the property, by reason of any existing or future condition, defect, matter, or thing in the property, including but not limited to slips, trips and falls, or for the acts, omissions, or negligence of other persons or guests in and about the property. Guest agrees to indemnify and hold Homeowner harmless from all claims and liability for losses of or damages to property or injuries or death to persons occurring in or about the property. NOTICE TO GUEST, Guest is on notice, and Guest shall cause all other members on the property during Guest's stay to be on notice, that the property is of significant elevation on the side of a mountain, and a substantial fall risk exists; however, by signing this Agreement, Guest assumes all such risks. No climbing, sitting or leaning against railing is permitted. This release of liability, assumption of the risk and notice applies also to any whom are invited on the property by Guest/Guest party.**
13. Guest may not sublet all or any part of the property or assign this Agreement or permit other persons to use the property without prior written notification and agreement of Homeowner.
14. Cancellation/Refund Policy: 100% refundable if canceled at least 14 days prior to check-in. 50% (minus the service fee) if cancelled at least 7 days before check-in. No refund if cancelled less than 7 days before check-in. No refunds will be given for storms or inclement weather.
15. If Guest breaches any provision of this Agreement and fails to correct the default immediately after notice from Homeowner, Homeowner has the right to immediately terminate this Agreement, and Guest (and all other occupants) must leave the property within 24 hours. In such event, Guest shall continue to be responsible for all damages and losses, security deposit, rental rates, fees and taxes.
16. Notwithstanding the foregoing, and anything herein to the contrary, any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the locality where the property exists.

WITNESS our signatures as of the day and date listed below.

Homeowner:

Guest(s):

\_\_\_\_\_

Damandan Enterprises LLC Soceidad

By: Daniel Clark

\_\_\_\_\_

\_\_\_\_\_

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

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

**Exhibit A**  
**Property Rules**

1. Absolutely No Smoking inside of house, or immediately outside of house if smoke is entering into the house. No smoking filters /"butts" or ash shall be left on the property.
2. No loud noise, including but not limited to loud music, is permitted. Guest may cook only in the specific areas set aside for cooking. No open fires are allowed other than in the grill. The grill must remain in open area, away from trees, house, etc. The grill must be thoroughly extinguished before leaving unattended.
3. Guest agrees to keep the property and all parts of the property in a neat, clean and sanitary condition and free from trash, inflammable material, and other objectionable matter. Guest agrees to keep the road in front of the property clean and free of obstructions. Guest shall quit and surrender the property at the end of the term in as good, clean condition as the reasonable use of the property will permit.
4. Vehicles must be parked in the parking area designated.
5. No climbing, sitting or leaning against railing is permitted.
6. No Pets allowed.
7. Guest shall abide by Check-out rules as posted at the property
8. If property appears dirty or damaged upon Check-in, Guest shall inform Homeowner immediately at 863-860-7237
9. People other than those in the Guest party may not stay on the property. The property is serviced by a septic system and exceeding occupancy can cause costly repairs. Do not flush anything down the toilet other than toilet paper. Any damages caused by exceeding the \_\_\_\_ person people limit are the sole responsibility of the Guest.
10. Do not move any furniture, appliances or contents of the property.
11. Only use appliances for their intended use.
12. There is no daily housekeeping service. Do not permit towels or linens to be taken from the property.
13. Bag all garbage. There is no regular trash pickup and any loose items have to be taken out by hand by our cleaning services. Loose items will incur an extra \$25 cleaning fee.