

Rental Agreement

This rental agreement is a contractual document between Caywood Costa Rica Holding S. A., a registered corporation in San Jose, Costa Rica, Central America, Here after referred to as the rentor and _____, here after referred to as the renter.
Please print your full name as it appears in your passport

The above mentioned renter agrees to the following terms and conditions for the renting of Nosara Beach House more commonly referred to as Casa de Memphis, located on North Playa Pelada, Nosara, Costa Rica, South America for the night of _____ through to the morning of _____ for the sum of \$ _____ US dollars.

It is understood by the renter that Costa Rica is a foreign country requiring a passport for entry and that obtaining such passport is the responsibility of the renter and is not conditional upon renting the above mentioned property. Any legal dispute resulting from this contractual agreement will be decided in the court system of Costa Rica as it is agreed that this is a foreign transaction.

1. **CHECK-IN TIME** IS AFTER 3 P.M. CST AND **CHECK-OUT** IS 10 A.M. CST. Early check ins and late departures will be approved on a case by case basis with in 5 days of arrival. Note: There is a \$50 fee for check ins after 19:00.
2. This is a **NON-SMOKING** property.
3. **Pets** are permitted and the renter assumes all responsibility for actions of the pets be they the renter's pets or not. Wild animals are not considered pets and are not allowed.
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent. The rentor reserves the right to qualify who is and who is not an adult guardian.
5. **DAMAGE/RESERVATION DEPOSIT**- A damage/reservation deposit of 50% 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 the following provisions are met.
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in dumpster, and soiled dishes are cleaned. One load of laundry is started.
 - d. All keys are left on the kitchen table and unit is left locked.(\$50 Charge for lost set of keys.)
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens are lost or damaged.
 - g. The renter is not evicted by the owner, or the owner's agent, the local law enforcement, the security company employed by the owner or the owner's agent. The deposit should be made out to Worldwide Angling, LLC. And mailed to Worldwide Angling, LLC 4755 Gwynne Rd. Memphis, TN 38117 with in 7 days of making the reservation. Worldwide Angling, LLC is the US agent for Casa de Memphis.
6. **PAYMENT** -There are two ways to pay for the rental. 1. 90 days prior to arrival, mail full payment to Worldwide Angling, LLC. 2. Pay in full in US dollars to the rental agent upon arrival in Nosara. The advance payment is not a security deposit.
7. **CANCELLATIONS** - A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.

8. **MONTHLY RESERVATION CANCELLATIONS** - Monthly renters must cancel sixty (60) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least thirty (30) days prior to check-in.
9. **MAXIMUM OCCUPANCY**- The maximum number of guests per condominium is limited to six(6) persons.
10. **Longer minimum stays** may be required during holiday periods.
11. **INCLUSIVE FEES** - Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.
12. **NO DAILY MAID SERVICE** - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate but is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the house.
13. **RATE CHANGES** - Rates subject to change without notice.
14. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
15. **WRITTEN EXCEPTIONS** - Any exceptions to the above mentioned policies must be approved in writing in advance.
16. **HURRICANE OR STORM POLICY** - No refunds will be given unless:
 - a. The government of Costa Rica orders a mandatory evacuation in a "Tropical Storm/Hurricane Warning area" and/or
 - b. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the government of Costa Rica orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - a. Any unused portion of rent from a guest currently registered,
 - b. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
 - c. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

By Signing Below, I agree to all terms and conditions of this agreement.

Signature: _____ **Date** _____

Please sign & return by mail alongwith a photocopy of the information page of your passport along with the following information:

Names of all occupants: _____

Your Address: _____

City, State, Zip Code _____

Phone numbers: _____

How did you hear about Nosara Beach House/Casa de Memphis: _____
