

# Viewpoint Condo Rental Agreement

Viewpoint Development sa de cv Punta,

Bañada, Puerto Angel, Pochulta, Mexico, c.p. 77710

<b>OWNER</b>	VITALY KOBRUSEY	WADE BAYDA
<b>CONTACT</b>	+1 (403) 510-7200	+1 (403) 870-6060

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

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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

# Policies: Vacation Rental by Owner - Viewpoint \_\_\_\_\_

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## **Reservation Policy:**

- Passports are required for Mexico. Please verify passport expiration dates do not occur while on vacation. No other documents will be accepted by port authority for traveling tourist
- Down payment and signed authorization rental contract required to book vacation condo
- All reservations must be paid in full to book a condo.
- Your security deposit will be held up to 10 days after departure.
- Positive identification by the guest is required upon arrival in our main lobby concierge desk such as a passport
- All rentals are subject to Mexican laws and regulations

## **Check-in Policy:**

- Check-in 3:00PM; Check-out 11:00AM
- No pets allowed
- No smoking inside the condo
- **Water and Electricity** are the two most valuable commodities. Please conserve both. Shut off A/C when not using the bedrooms, and when leaving the premises for an eventful day/evening, or when spending days at the beach club, pools, and beaches.
- Each room has a separate built-in remote control A/C unit, which cools the respective room individually

## **Cancellation Policy:**

- If funds are not received according to schedule, reservation is subject to cancelation and forfeiture of payment received
- There are no refunds for late arrival, early departure, or emergencies of any kind during your stay
- if the tenant cancels there reservations for any reason the deposit is forfeited

**Tenant does hereby agree as follows:**

- a) That they will not exceed the maximum occupancy of   4   rental guests
  - b) That they will not occupy the unit with any pets
  - c) That they will not smoke inside the unit
  - d) That they will personally occupy the unit and not let or sublet the whole or any part of unit
  - e) That they will use the premises for private dwelling and not allow premises to be used for any unlawful purpose, in any noisy, boisterous, and other offensive manner
  - f) That they will take good care of said premises and the fixtures and equipment therein, and upon expiration of said rental period will leave premises in a good condition as when first occupied by tenant.
  - g) That they will give the Landlord's manager and/or concierge desk prompt notice of any defects or breakage in the structure, equipment, appliances, or fixtures of said premises, and they will allow Landlord's manager and/or concierge desk to have access to said premises at any time for the purpose of repair, protection, inspection, and maintenance
  - h) In the event of damage, tenant shall without demand have the same repaired at his own expense
  - i) Any stoppage of plumbing or sewer lines through the neglect of tenant shall be repaired at the expense of the tenant
  - j) Clothing, towels, rugs, etc. shall not be displayed on the balcony railings or fixed lower level railings.
  - k) No breakable glassware permitted around pool area. Condo towels not allowed off premises
  - l) That upon termination hereof, tenant will deliver quiet and peaceable possession of said premises and surrender all keys to Landlord's manager or concierge desk. In the event of failure to do so, tenant will pay for the replacement cost of all changed locks
  - m) That the tenant will be financially responsible and liable to landlord for any and all damages caused by the tenant or his guests, occurring to said premises during tenant's rental.
- \*\*\*A refundable security deposit is required of \$500.00 for long term stay of 1 month or greater\*\*\*
- \*\*\*A cleaning fees of 100\$ is automatically applied against the deposit when the tenant leave.\*\*\*
- n) Parking space is designated 1 space per condo unit

- o) When using the condo, lock all doors and windows when leaving the premises
- p) The landlord or its agent is not responsible for any personal items belonging to guests
- q) The landlord or its agent is not responsible for any accidents that happen in the pool or the property

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We recommend that you look into purchasing travel insurance such as [Travel Guard](#) in the U.S. and elsewhere. In Canada, many elect to use [RBC Travel Insurance](#). Explore your options if you plan to purchase travel insurance in your country. Our Owner-Direct Authorization form is our contract with clients. This is the only means of support we offer for you to claim your travel cancellation expenses. We are an owner-direct hospitality service and make no guarantee for claims with travel insurance companies.

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**Rental Contract:**

This lease, made and executed by and between Wade Bayda and Vitaly Kobrusev, Owners, hereinafter called Landlord, and \_\_\_\_\_, hereinafter called Tenant, a family/group of \_\_\_\_\_ guests.

Landlord, does hereby rent to the Tenant, Viewpoint Unit: \_\_\_\_\_

For the period from \_\_\_\_\_ to \_\_\_\_\_

The rental fee is \$ \_\_\_\_\_ USD

Refundable security of \$500 required for the duration of your stay (Applicable to monthly rentals only)

**Additional Mandatory fees:**

Move out cleaning Fee - \$100 USD

Security Deposit - \$500 USD

**Total Fees: \$ \_\_\_\_\_ USD**

**Total Cost of Rental: \$ \_\_\_\_\_ USD**

Note: Electricity and Water Fees based on usage (applies to rentals one month or greater)

**Optional Fees:**

General Maid Cleaning service - \$35 per service

I have read and agreed to the terms and conditions in this contract. I (tenant) agrees to pay the amount in full to the owner mentioned in this contract.

Name of Tenant \_\_\_\_\_ Name of Owner \_\_\_\_\_

Signature of Tenant \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**RENTAL & SECURITY DEPOSIT  
AGREEMENT Viewpoint de Puerto Angel CA**

**NAME OF LESSOR:** \_\_\_\_\_

**for CONDO UNIT:** \_\_\_\_\_

**LEASING AGENT NAME:** \_\_\_\_\_

**NAME of LESSEE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **PROV/STATE:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_

**COUNTRY:** \_\_\_\_\_

**TEL. OFFICE:** \_\_\_\_\_ **TEL. HOME:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**ARRIVAL:** \_\_\_\_\_ **DEPARTURE:** \_\_\_\_\_ **# of NIGHTS:** \_\_\_\_\_

**# of ADULTS:** \_\_\_\_\_ **# of Children:** \_\_\_\_\_ **AGES of Children (Miniumum age 12):** \_\_\_\_\_

**Please advise us of your flight details: Airline** \_\_\_\_\_ **Flight #** \_\_\_\_\_

**Flight Arrival Time:** \_\_\_\_\_ **Expected arrival time at property** \_\_\_\_\_

**RENTAL RATE:** \_\_\_\_\_ **SECURITY/DAMAGE DEPOSIT:** \_\_\_\_\_

I agree to adhere to the following terms and conditions:

**Lessee:** Only the reserving party will be considered the Lessee. The Lessee will be held responsible for the payment and other lease holder responsibilities enumerated in the rental agreement.

I understand and accept that **Viewpoint de Puerto Angel CA** is not the actual owner of the accommodation and services that I am contracting and are not acting as the agent for the Lessee or individuals that own or control these services and hereinafter referred to as the Lessor, Owner or Lessor's Group. **Viewpoint de Puerto Angel CA** is a private residential condominium primarily occupied by Unit Owners hereinafter referred as the Unit Owners Group.

The management of **Viewpoint de Puerto Angel CA** are acting on behalf of the Unit Owners Group in order to maintain the security and tranquility of the property and reserve the right to enforce any of the terms of this agreement on their behalf. All concerns or complaints concerning the accommodations are to addressed to the Lessor or their Leasing Agent named in this agreement.

I agree not to hold **Viewpoint de Puerto Angel CA** responsible should any of the Lessors their

Agents or suppliers: 1) fail to provide the services I have purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act of omission that causes me any sort of injury, damage, delay or other inconvenience.

**\*\* For peace of mind, we **STRONGLY RECOMMEND** you purchase trip insurance when booking. There are many companies on the internet offering a wide variety of coverage.**

**Terms of Payment:** Reservations require a 50% DEPOSIT within 7 DAYS of booking for confirmation. The BALANCE of rental must be received no later than 90 DAYS prior to the arrival date. For all HOLIDAY bookings (Thanksgiving, Christmas and New Years) the deposit payment is due within 7 days after confirming a reservation and the balance is due 180 days before arrival date. For LAST MINUTE bookings (less than 45 days before arrival) full rental and security deposit is due within 3 DAYS of booking for confirmation. There is a refundable SECURITY/DAMAGE DEPOSIT at all properties. In most cases this is due 45 days before arrival. Failure to pay rental deposit, security deposit or balance of rental on time could result in loss of reservation.

**Guest Cancellation Policy: PLEASE READ CAREFULLY** - Cancellations should be in writing and are effective from the date we receive and acknowledge your fax or email. The rental deposit, less a cancellation fee equal to one nights' rent is refundable until 91 days prior to the arrival date. Cancellations between 61-90 days of arrival are subject to a 50% surcharge of the rental. Cancellations less than 60 days of arrival are subject to a 100% surcharge of the rental. Bookings for Christmas and New Years are subject to 100% surcharge regardless of time of cancellation. 100% of security deposit will be refunded upon any cancellation. We **STRONGLY RECOMMEND** that you purchase **trip insurance** with clauses to cover you for any reason you might have to cancel.

**Property Availability: PLEASE READ CAREFULLY** - In the event that the property is rendered unavailable due to hurricane, flood, fire, unexpected major repairs, sale of the property, etc. **Viewpoint de Puerto Angel CA** and Owner shall be held harmless by Lessee. The owner will offer to re-schedule at the same property for arrival within 12 months. Any difference in the rate between the original booking and the re-scheduled time will be the responsibility of the Lessee. If the property is not available for re-schedule then all monies received will be refunded. We **STRONGLY RECOMMEND** that you purchase **trip insurance** with a clause that will provide a full refund for this type of cancellation.

**Evacuation Policy: PLEASE READ CAREFULLY** – If the Lessee is requested to evacuate the property by the property manager, they must do so. Lessee is responsible for their own transportation and alternative accommodation in the case of a mandatory evacuation. No refund or price adjustment will be issued for hurricane evacuations, floods, threats of terrorism or any other reason that might cause a guest to evacuate the property. We **STRONGLY RECOMMEND** that you purchase **trip insurance** with a clause that will cover you for any disruption due to an evacuation.

**Construction Disturbance: PLEASE READ CAREFULLY** – There is a possibility of construction and maintenance disturbance. There is no requirement for the Lessors Group or **Viewpoint de Puerto Angel CA** to notify the public prior to a project starting. So while there may be no construction on the property at the time you make a booking, there is no guarantee that there will not be construction when you arrive. It is not **Viewpoint de Puerto Angel CA** or the Lessors responsibility to advise Lessee of construction. We cannot move guests, re-schedule, or make price adjustments due to construction. No refund or rate adjustment shall be made for any disturbance such as construction at nearby properties or noisy parties at other villas, condos or hotels.

**Questions, Complaints, Maintenance & Rate Adjustments: PLEASE READ CAREFULLY** - You should be aware that the properties are privately owned, so décor, colors, inventories and even amenities may change at the owners discretion. The owner or their administrator will be available to handle questions, complaints and supervise property maintenance. In case of a

maintenance problem, the property owner or administrator will strive to have the problem repaired as soon as reasonably possible after being notified. However, **NO REFUND**, or **RATE ADJUSTMENT** shall be made for missing amenities, unforeseen failures such as the supply of electricity, water, pool filtration systems, air conditioning, telephone, television or satellite service, appliances, etc. Your agreement is for a specific property that is privately owned. We cannot move you to another property if you have a problem or complaint with the property you have rented. No shows, late arrivals, reductions in the number of guests, and early departures are all non-refundable.

**Maps, Keys & Wi-Fi Code:** We will provide you with maps to the location prior to your arrival. We have 24-hour on site security that will provide you with your unit keys upon your arrival to the condo. The Wi-Fi Code will also be provided prior to your arrival. Please be sure to bring your cell in case of an emergency as the condo unit does not have a phone.

**Personal Property/Valuables:** The area is not without petty theft. Use the security safes provided. Follow all instructions given in the guest book or provided by the Administrator. Lock all doors when you are not in the unit. Do not leave money or valuables unattended. Neither Viewpoint de Puerto Angel nor Owner will be held liable for any thefts. Thoroughly check all drawers and closets before departing. Viewpoint de Puerto Angel takes no responsibility and is under no obligation for the return of left behind items. Upon request and at the Guest's expense which includes a \$100.00 CAD fee the unit owner will endeavor to arrange the turn of left behind property.

**Registered Guests:** In most cases only registered guests are allowed at all **on the property**. Permission of the property manager must be obtained for any non-registered access to the property. This should be done BEFORE renting the property. Exceeding the maximum occupancy or having non-registered guests on the property could forfeit the security deposit and may result in you being asked to vacate immediately. Casual visitors are allowed inside the **CONDOS** between 9:00 AM and 11:00 PM. (but not necessarily on the condo common areas such as pools) Guests must adhere to all condo complex rules, which will be listed at the condo.

**Quiet Enjoyment & Parties:** The property owners wish to maintain a family atmosphere for the quiet enjoyment of their property by their guests. We rent to family groups and responsible adults only. Absolutely NO parties or functions are allowed without advance WRITTEN permission from the owners. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents in the neighborhood.

**Student Groups/House Parties:** No house parties large family reunions, weddings, receptions or 'spring breakers' allowed. If guests are found to be having a party in any of our units, everyone will be asked to vacate the premises. No refunds will be given.

**Check in - Check out Time:** Check in is after **3:00 P.M.** and check out is before **10:00 A.M.** Early check-ins and late check-outs can not be accommodated when there is a change over of guests occurring on the same day.

**Check out:** Please ensure you leave the unit in the same general condition it was when you arrived, including:

- Dishes, Pots, Pans, Silverware, and Utensils are washed, dried and put away.
- Stove, oven and kitchen appliances are clean.
- Refrigerator is clean.
- BBQ grill is clean.



- Windows and doors are closed and locked. All lights are turned off to conserve energy.
- All garbage and trash is bagged and left in outside trash cans near the gate.
- Property is left neat and in order.

**Minimum age required to rent unit is 25 years** and the person booking the rental must stay at the house for the entire rental period. Sub-leasing or parents renting for their children under the age of 25 is NOT allowed.

**Sub-Leasing:** It is against policy for you to sub-let your unit. Example: Should you reserve a unit for a month, it is expected that you will be staying there, not you for several days, then your neighbour, relative, employees, etc. for several days or weeks to make up the month.

**Smoking:** There is no smoking allowed inside the properties.

Trash: Trash must be deposited in the outdoor trash container located near the front gate. Please do not leave trash bags on decks as it attracts animals.

**Access and use of private items:** The property owners, or their staff, may enter to perform any repairs or maintenance as necessary. If the property is put on the market for sale, the owner reserves the right to allow the property to be shown, but only by advance appointment made with guests. Every effort will be made to schedule such brief showings at a time convenient to you, to respect your privacy, and not interrupt your vacation. Locked closets, storage rooms, cupboards, pantries, laundries, and garages are reserved for the owner and not part of this rental. Rearranging the furniture, using couches and pillows as beds, or removing any item from the property other than beach towels, snorkeling/dive equipment, bicycles and golf equipment is prohibited.

**Children: The minimum age for children at Viewpoint de Puerto Angel is 12 years of age.**

Parents should be aware that the property is not without inherent risks and is not child friendly. While this is in no way considered to be the comprehensive list of dangers, you should consider that the swimming pool is not fenced off and if there is a shallow end it may not have a physical barrier from the deeper end. Railings on balconies can look like a climbing gym to kids. Tiles can be very slippery when wet. The property is located on a cliff overlooking the ocean with no safety fences and a steep drop to the rocks and ocean below. There are no lock offs for cupboards, drawers or electrical outlets. Storage/maintenance rooms with poisonous chemicals may not always be locked off. There are no child gates to block stairways. Corners are not rounded. There may be pieces of art, various decorations, books, games etc. throughout the unit that could be within reach of little hands, which you will be responsible for. Parents just need to know that children must be supervised closely.

**Responsibility:** The Lessee named in this agreement will be responsible for the property and its contents during occupancy. Lessee must ensure windows and doors are securely locked when not on the premises, and must observe all cautions, as given in the 'Guest Book' or from the Administrator/Manager. The Lessee will be responsible for themselves and all guests on the property. The Lessee acknowledges that Viewpoint de Puerto Angel, its owners, employees, and agents do not carry personal liability insurance and can not be held responsible regardless of fault, for any accident, loss, damage or injury suffered by the Lessee, members of their party or any other guests which the Lessee or their party have allowed access to the property, regardless if said loss is a result directly or indirectly from acts of god, danger incident to the sea, any body of water, fire, breakdown of machinery, equipment, acts of government or other authorities, de jure or de facto, wars (whether declared or not), hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, custom regulations, delays or cancellations of or changes in itineraries or schedule or from acts of omission of any airline. Furthermore, the Lessee will

release and hold harmless any and all parties involved with the rental, management and reservations of the property and to release and hold harmless it's owners or representatives for any loss or damage to personal property or for any injury and/or death.

**Damage/Security Deposit:** Lessee agrees to maintain the property in the same condition as at commencement of the rental period. After checkout the unit will be cleaned and a thorough inventory taken before the next guests check in. Provided there is no more than reasonable clean up and nothing damaged or missing, then a refund for the returned security deposit will be arranged within 5 business days. Please note: Deductions will be made for ALL damages or loss including damages to the common property of **Viewpoint de Puerto Angel CA**. This includes but is not limited to any broken items, stained or torn linens, bedding etc. In the case of a dispute with a Lessor over damages or loss, the amount of money in question will be forwarded to the owner or their appointed representative, with your contact information so that you and the Lessor can sort out the dispute directly. Any non-disputed security/damage deposit will be returned to you. It is understood that damages or lost items will be deducted at replacement cost, which may include but is not limited to labor expense, shipping and importation costs. **You** as the Lessee agree to take all reasonable steps to ensure that your family and other guests in your party adhere to the rules and regulations affecting the property.

The same terms and conditions will apply in the event of any damage to the common property of **Viewpoint de Puerto Angel CA**, such costs to be adjusted on the account of the Unit Owner and Lessor renting the unit to the Lessee.

#### **Viewpoint de Puerto Angel COMPLEX RULES:**

- The rules of the Viewpoint de Puerto Angel condo complex must be adhered to.
- The maximum number of people permitted to stay in a condo is 2 people per bedroom + 2 additional people. This means a 2 bedroom allows 6 people, and a 3 bedroom allows 8 people.
- No pets. Guests arriving with pets will not be allowed to stay.
- Do not compromise the natural beauty of **Viewpoint de Puerto Angel CA** by hanging towels on railings or littering common areas.
- Noise must be reduced on terraces and in the common areas after 11 pm.
- Do not store or leave items in common areas.
- Only one car per condo is permitted in the parking lot.
- Do not park in roadways or access roads.
- Renters staying at **Viewpoint de Puerto Angel CA** are invited to have full access to the pool
- Renters are not allowed to invite friends or family not staying at V DE PA to use the facilities.
- Enjoy this spot in paradise and respect the rights of others to do the same.

#### **Pool Rules**

- No glass containers.
- No lifeguard on duty. Swim at your own risk.
- NO DIVING
- Children must be accompanied by an adult.
- No running in the pool area.
- Music equipment and stereos may be used with individual headphones only.
- No lounges or chairs in the pool.
- Glass, ceramic or sharp objects are forbidden in the pool area.
- Children must be accompanied by an adult, children in diapers cannot use the pool.
- No pool furniture shall removed from the area for personal use.
- Users of the pool are encouraged to shower before entering the pool.

- Hours of use of the pool and quiet times are to be established by the management of **Viewpoint de Puerto Angel CA**
- No noise in the pool or pool area between 11.00 p.m. and 8:00 a.m.

**Penalty for Violation of this Agreement:** If Lessee violates any of the conditions or restrictions of this Agreement, the Lessee agrees that the Agent and/or Manager of the property may terminate this Agreement and enter the property. Upon notice of termination of the Agreement, the Lessee and all invitees shall vacate the property immediately without being entitled to any refund of rent or security deposit.

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

These arrangements are completely separate from any agreement expressed or implied between the Lessee named in the agreement and Viewpoint de Puerto Angel CA