

CASAS ELEGANTES DE SAN MIGUEL

RENTAL RESIDENTIAL LEASE

(Please read, sign and return)

The Owner, through the Agent, hereby agrees to lease the furnished real property described as Casa _____, San Miguel De Allende, Mexico. This lease shall be for a term of _____ days, beginning _____ and leaving _____. This lease shall be in U.S. Dollars in the amount of \$_____ (this amount includes the addition of 6% for Mexican Taxes) for the specified length of stay above. A NON REFUNDABLE 50% down payment of \$_____ U.S.D. will be forwarded to Agent with this signed lease. The agent will not consider the lease binding until the 50% down payment has been received. The 50% balance of the lease amount shall be paid by the Renter to the Agent 45 DAYS prior to the first day of the lease term. If your arrival date is within 60 days of executing this contract, then the total rental amount is due.

SECURITY DEPOSIT

A separate deposit of U.S.D. \$_____ will be forwarded with the final 50% amount to be held by Agent as telephone/damage deposit. It is not considered as rent and will be returned to the renter upon compliance with the following conditions: no long distance phone calls charged to property, payment of all rent due, the premises left in a clean habitable condition, the return of all keys and removal of abandoned articles. Deductions from the deposit shall be made for any damage done to property (normal wear and tear excepted) including scratches, burns, stains, holes in walls, as well as damage of personal property of Owner. Also there will be a \$25.00 USD charge for each key not returned. After the above conditions have been satisfied and excluded by the agent, the balance or full amount of the deposit will be returned to renter.

CARE AND MAINTENANCE

Renter accepts the premises in their present condition and agrees to take good care of said premises. This care includes not making any alterations, additions, repairs or improvements and/or any removal of the Owner's personal property from the premises without the approval of the Agent. The Renter also agrees to accept the liability of any negligence caused by a family member or guest of the Renter who would not live up to the above conditions of this rental contract. The Renter agrees to contact the Agent at once if an infraction of the lease occurs with regard to damage and pay to Agent immediately the cost of repairs or the solution to the problem incurred. Renter will pay reasonable attorney's fees and court costs, if any, incurred by the Agent or Owner in enforcing this contract in court or otherwise to recover costs of damages.

CONDITIONS OF RENT

Check in time on all homes is after 12:00 P.M. to 4:00 P.M. -- Check out time is before 12:00 P.M. Arrangements can be made for early arrivals when airline schedules conflict with our check in time of 12:00 P.M. When arrivals are after 4:00 P.M., or weekends, a tip is in order to the staff person staying late or waiting at the home to greet the guests. This amount is determined by the number of hours waited. If your airline is delayed causing you to arrive after 4:00 P.M., the staff will wait to greet you and a tip is also in order per the hours waited.

Any complaints which the Renter may have concerning the premises shall be directed to the Agent. The Agent will attempt to take care of any concerns or emergencies. A complaint may be resolved immediately, or, require some time. The Agent has no control over conditions outside the rented home. This would include Church Bells, Celebrations, Parades, Fireworks, Construction or any other condition that would exist outside the rented home. The Agent or Owner has no control over "Acts of God" which would affect the rental home or environment. Whichever the case, this does not alter the contract. Renter shall use the premises solely for residential purposes. The premises shall not be occupied by more than _____ persons. There will be a charge in the amount of \$200 USD per week for each person over the amount specified without prior permission of the Agent. Pets are not allowed and all houses are nonsmoking.

Agent will have the right to show the premises to prospective clients with 24 hour notice to Renter at Renter's convenience. The Agent has the right to inspect the premises at anytime if Agent has reasonable cause to believe the Renter or any other person is misusing or damaging the premises or furnishings therein.

This lease may be amended only by a written agreement executed by Agent and Renter. All discussions, understandings and agreements, whether written or verbal, between the parties, shall be governed and interpreted under the law of the Republic of Mexico. The sole jurisdiction for any action, suit or proceeding relating to this contract, or the resolution of any dispute hereunder, shall be the State of Guanajuato, Republic of Mexico, and Owner, Agent and Renter hereby irrevocably submit themselves to such jurisdiction with respect to this contract.

If for any reason the Owner cannot deliver the property for the specified time, the Agent will try to find a comparable property to the satisfaction of the Renter. If the Renter cannot be satisfied, the Agent will refund all money collected to that point.

Neither the Owner nor the Agent will assume any personal liability with respect to Renter, Family of Renter or Visitor except in the case of Owner's or Agent's willful deception of Renter regarding the premises or gross negligence in performing the duties as Owner or Agent. In no event shall the Owner or Agent be liable to Renter for any consequential or indirect damages, injury or for pain or suffering incurred by Renter in connection with this lease of the specified premises. The Owner or Agent will not be responsible for any loss or theft of possessions with regard to the Renter, Family of Renter or Visitor to the premises. The use of stairways, balconies and roof tops as well as gas and electric appliances are at the Renter, Family of Renter or Visitors' own risk.

Swimming Pools usually require gas heat. The gas for pool heating is at renters' expense as well as firewood for fireplaces. Gas or electric heaters are provided in homes for room heat unless otherwise specified.

Casas Elegantes supports the *San Miguel Green Initiative* to conserve the use of precious water and energy resources in our high-desert landscape. Fresh bed linens are provided once a week, and towels are changed twice a week. The maid can do a full load of your personal laundry once or twice a week. The Renter is requested to turn off all non-essential lights when in the house, and also when leaving the house. The Renter should use appliances and electronic devices within reason, so that the breakers are not overloaded. The gas fireplaces should be used to heat up a room, but not left to run for many hours. It is extremely important for the Renter's safety to turn the gas log fireplaces down to "pilot" or off when leaving the house.

Neither the agent nor owner is responsible to return any items left in the home after the completion of the rental term.

By affixing his (her) name to this lease, it is understood that the Renter has read and agreed to all the above terms and conditions.

Signature of Renter _____ Date:

Renter's Name

Street Address

State

Zip Code

Country

Telephone:

Fax:

E-mail:

Mail Lease and make checks payable to :

Robert Latta
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Casas Elegantes. San Miguel de Allende, Mexico. Weekly and Monthly Rentals