

Rental Agreement  
Casa de Memphis II

This rental agreement is a contractual document between Nosara Land & Cattle S. A., a registered corporation in 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 II, located on North Playa Pelada, Nosara, Costa Rica, Central 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 subject to any and all Costa Rican laws applicable at the time of signing below. The following terms and conditions shall apply at all times unless modified by mutual agreement.

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. Note: There is a \$50 fee for check ins after 20:00 if approved by the manager in advance.
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 renter reserves the right to qualify who is and who is not an adult guardian.
5. **DAMAGE/RESERVATION DEPOSIT**- A damage/reservation deposit of \$500 is required for rental periods of less than 19 days and a deposit of \$1000 is required for rental periods of more than 20 days. 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 (30) 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 pets or collection of rents or services rendered during the stay.
  - c. All debris, rubbish and discards are placed in plastic bags and placed in the dumpster, and soiled dishes are cleaned. One load of laundry is started.
  - d. All keys are left where the manager stays at check in and unit is left locked.(\$100 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.
6. **The deposit** should be made out to Worldwide Angling, LLC. And mailed to Worldwide Angling, LLC 4755 Gwynne Rd. Memphis, TN 38117 USA within 7 days of making the reservation.
7. **PAYMENT** -Final Payment is due 60 days prior to the first nights stay for rentals less than 19 days, and 120 days in advance for rentals longer than greater than 20 days made out and sent payable to Worldwide Angling, LLC, 4755 Gwynne Rd. Memphis, TN 38117 USA
8. **Weekly Reservation CANCELLATIONS** - Reservation of 19 days or less. A ninety (90) day notice is required for cancellation. Cancellation Refunds: More than 90 days, 100% refund; 60-90 days prior, 50% refund. There is a \$250 admin fee for all deposits returned.
9. **MONTHLY RESERVATION CANCELLATIONS** - Monthly renters (20 days or more) must cancel one hundred eighty (180) days prior to check-in to receive a return of deposit. Monthly renters who make a change that results in a shortened stay must do so at least ninety (90) days prior to check-in.

**MAXIMUM OCCUPANCY**- The maximum number of occupants is nine (9) persons.

10. **Longer minimum stays** may be required during holiday periods.
11. **INCLUSIVE FEES** - Rates include a one-time linen-towel setup.
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.
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.
17. There is a large black book in the house that goes into great detail about the house, the beaches, security and much more. It is the responsibility of each guest to familiarize themselves with the contents of the book at the beginning of their stay.
18. All air conditioning units and ceiling fans must be turned off and the alarm system activated anytime the renting party has left the house for what ever reason.

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

**Signature:**\_\_\_\_\_ **Date**\_\_\_\_\_

Please fill out, sign & return with a photocopy of the information page of your passport.

PLEASE PRINT CLEARLY AS THIS IS THE ADDRESS THE DEPOSIT WILL BE REFUNDED TO.

Names of all occupants:\_\_\_\_\_

\_\_\_\_\_

Your Address:\_\_\_\_\_

City, State, Zip Code\_\_\_\_\_

Phone numbers:Day:\_\_\_\_\_ Night:\_\_\_\_\_ Cell:\_\_\_\_\_

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

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

Any special request?\_\_\_\_\_