

Rental Contract and Agreement

Owner: Mark and Virginia Lee
9901 France Court
Lakeville, MN 55044
Phone: 612-386-6120
Email: marklee55044@usfamily.net

Renter: Name: _____
Address: _____
City, State, Zip: _____
Home Phone: _____ Work Phone: _____
Cell Phone _____ Email: _____

Terms and Conditions of Rental Agreement

1. CHECK-IN AND CHECK-OUT TIMES to be arranged for scheduled arrival date and scheduled departure date based on flight or other arrival/departure needs.
2. This is a NON SMOKING unit. Smoking is not permitted in unit or on patio.
3. PETS ARE NOT PERMITTED in rental unit under any conditions.
4. VACATIONING STUDENTS OR SINGLES UNDER 25 YEARS OF AGE will not be allowed as rental guests unless accompanied by a parent.
5. DAMAGE/RESERVATION DEPOSIT- A damage/reservation deposit of \$750 is required. This must be received within seven (7) days of booking the reservation. The reservation deposit of \$750 automatically converts to a security/damage deposit upon arrival at the condominium. 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.
 - b. No charges are incurred due to contraband, pets, phone calls, or other services rendered during the stay.
 - c. All debris, rubbish and discards are placed in dumpster, and soiled dishes are placed in the dishwasher and cleaned.
 - d. All keys are left on the kitchen table and unit is left locked.
 - e. All charges accrued during the stay are paid prior to departure.
 - f. No linens, dishes, or other items are lost or damaged.
 - g. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or Estrella del Mar management representatives.
 - h. No additional renters other than noted and allowed by contract have stayed overnight in the condominium (see item #9 below).
 - i. No pets, smokers, or anyone under the age of 25 without a parent has been present in the condominium during the rental period.
6. PAYMENT – An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the condo rent. Please make payments in the form of bank money orders, cashiers checks or personal checks payable to Mark Lee. The advance payment is not a damage deposit. The BALANCE OF RENT is due thirty (30) days before your arrival date. If reservation is made less than thirty (30) days before your arrival date, the full rental payment as

well as the damage deposit (see item #5 above) is due at the time of reservation. No keys or access to the condominium will be given unless full payment is made at least seven (7) days prior to arrival.

7. CANCELLATIONS – A sixty (60) day notice is required for cancellation. Cancellations that are made sixty (60) days or more prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made less than sixty (60) days prior to arrival date, will forfeit the \$750 reservation deposit (see item #5 above).

8. MONTHLY RESERVATION CANCELLATIONS – A ninety (90) day notice is required for cancellation of any monthly renter. Cancellations that are made ninety (90) days or more prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made less than ninety (90) days prior to arrival date, will forfeit the \$750 reservation deposit (see item #5 above).

9. MAXIMUM OCCUPANCY- The maximum number of guests per condominium is limited to four (4) persons.

10. MINIMUM STAY - THIS PROPERTY REQUIRES A FOUR (4) NIGHT MINIMUM STAY. Longer minimum stays may be required during holiday periods. If a rental is taken for less than four days, the guest will be charged the four-night rate.

11. NO DAILY MAID SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate. Beach towels are provided in the condo. The condo will be cleaned prior to your arrival at no additional charge.

12. RATE CHANGES – Rates subject to change without notice.

13. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense or not complying with the terms and conditions set forth in this document will be subject to forfeiture of reservation deposit and all advance payments and the parties will not be allowed to check-in.

14. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

17. HURRICANE OR STORM POLICY – No refunds will be given unless:

- a. The National Weather Service orders mandatory evacuations 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 National Weather Service orders a mandatory evacuation order in a “Tropical Storm/Hurricane Warning,” area, we will refund:
 - 1. Any unused portion of rent from a guest currently registered,
 - 2. 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
 - 3. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the “Hurricane Warning” period.

18. PERIOD OF RENTAL FOR UNIT #2104 is shown below. No changes to these dates are allowed without prior consent and notification to owner, and changes are subject to all terms and conditions noted in this contract agreement.

Arrival date _____ Approximate arrival time _____
Departure date _____ Approximate departure time _____
Number of Nights _____ Number of Months _____

19. TOTAL COST OF RENTAL FOR UNIT #2104 is shown below but is subject to all terms and conditions noted in this contract agreement:

Length of Rental Period and Total Cost of Rental Period:

Number of Nights _____ Total Amount Due \$ _____

Monthly (specify months) _____ Total Amount Due \$ _____

Owner Received Reservation Deposit of \$750 (does not apply towards rental amount – see item #5 above for more information)

Date _____ Method of Payment _____

Owner Received Advanced Payment (50% of total rental amount – due 60 days prior)

Date _____ Method of Payment _____

Owner Received Final Balance of Rental Payment (50% of total rental amount – due 30 days prior)

Date _____ Method of Payment _____

By signing below, I agree to all terms and conditions of this agreement.

Signature _____ **Print Name** _____ **Date** _____

Renter Information

Please print names, ages and relationship of each occupant to the primary renter.

1. Primary Renter's Name _____ Age _____

2. Additional Occupant's Name _____ Age _____
Relationship to primary renter _____

3. Additional Occupant _____ Age _____
Relationship to primary renter _____

4. Additional Occupant _____ Age _____
Relationship to primary renter _____

Payment Information

Circle method of payment: Personal Check Money Order Cashier's Check Visa MasterCard

Credit Card Number _____ Security Code _____

Exact Name shown on credit card _____ Expiration Date _____

Billing Address _____

Home Ph _____ Work Ph _____ Cell Ph _____

Email _____

If paying by credit card, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. By signing below, I agree to all terms and conditions of this agreement.

Signature _____ **Print Name** _____ **Date** _____