

CONDO NUEVO NAYARIT - RENTAL AGREEMENT

Primary Renter: NAME

Address Line 1

City, State Zip

Phone

Email

Total Number of Guests in Party: X

| | | |
|--|-------------------------------------|------------------------------|
| Check In Date:xx/xx/xxxx | Check Out Date:xx/xx/xxxx | Number of Nights:## |
| Reservation Total Including Fees & Taxes: \$x.xxx.xx | Refundable Damage Deposit: \$500.00 | Total Amount Due: \$x,xxx.xx |

For the premise at Unit #xxx of Villa Magna Residences Tower #3, Nuevo Vallarta, Nayarit, MX. I/we, the undersigned, do agree to rent this 3-bedroom condominium directly from the Owners: Scott & Amy Turnpugh for the dates and rental rate noted above with all deposits for booking being **non-refundable** (except for the Damage Deposit).

PROVISIONS OF THIS AGREEMENT

1. **Maximum occupancy 6 guests.**
2. **Specific names of all guests must be supplied to us a minimum of 30 days prior to your check-in date. No extra guests will be allowed entry into Villa Magna property.** Entrance will be denied by Condominium Administration & Security during check-in if names vary from those provided or exceed 6 total people. We accept no responsibility should entrance be denied for this reason.
3. This Rental Agreement includes payment of a **Refundable Damage Deposit** in the amount of **\$500.00**. Within 7 business days following your check out on xx/xx/xxxx, Owner will provide Renter with a list of any lost/missing items or damages to the property along with the corresponding assessed values. The assessed value, if any, will be deducted from the Refundable Damage Deposit and the remaining balance will be returned to the Renter's original form of payment. Renter shall remain responsible for payment of the cost of any damages in excess of the Refundable Damage Deposit. Please note that this damage deposit is in place as a measure of protection; however as of the date of this agreement, we have never actually had cause to assess any damages to a renter and have fully refunded all damage deposits.
4. Upon completion of final payment, the Villa Magna Renters Rules document will be forwarded for electronic signatures. This must be signed and submitted to us by the Primary Renter prior to check-in as we must forward this to the condo administration prior to your arrival. A sample copy of this document was provided to Renter prior to making the reservation and payment of the initial 50% deposit.
5. **Zero Refund Policy** - Owners are not responsible for any changes to travel plans due to: illness, change in flights, etc. Purchase of cancellation insurance for payments to cover renters is recommended, should you need to cancel. You are only at risk for the money you've paid. Of course, you'll be at risk for the initial 50% deposit upon booking. If you happen to cancel before sending in the balance, no less than 45 days before your check-in date, you will not be expected to pay the balance. Conversely, if you cancel after submitting the final 50% balance that is at risk as well. That said, if you need to cancel, we'll do our best to rebook. If we are able to rebook, we will provide a partial or full refund corresponding to the amount of booking income we are able to recover for the cancelled dates...but again, we encourage the purchase of travel/cancellation insurance. While we offer no recommendations for this coverage, one example of an online travel insurance provider can be found at www.squaremouth.com which provides several quotes from various online sources from which you can select a coverage that meets your needs.

Note that any refunds provided will be subject to the applicable payment processing fee (for credit card transactions this is 3% of the payment total).

6. There is one exception to the Zero Refund policy. In the event of a government mandated travel prohibition between your country of residence and Mexico (such as that which occurred at in the early stages of the COVID-19 pandemic), we will allow cancellation of your reservation and issue a complete refund of all payments made.
7. Housekeeping arrangement- Unit will be cleaned and prepped prior to your arrival and cleaned after your departure. For reservations of 7 days or longer, we also provide an additional light mid-week “freshen-up” cleaning for each full 7 days of your stay (i.e. stays of 7 to 13 days will receive 1 mid-week cleaning). Additional housekeeping is available during your stay for an additional fee per housekeeping. Please let us know if you wish to arrange for additional cleaning. At the end of your stay, you are responsible for placing dishes/pots & pans/etc. into the dishwasher, bedding and towels stripped and placed on the floor, and all garbage disposed of in the building trash chute. Excessive cleaning at checkout will result in an additional cleaning fee.
8. **No pets allowed**, per the Renter’s Rules as mandated by the condo administration.
9. **Unit is non-smoking**. Please be aware that beginning in 2023, the entire country of Mexico has implemented one of the world’s strictest anti-smoking laws. If you are a smoker, we highly recommend you read up on the current laws in advance of your trip.
10. Please use plastic cups, plates, etc. for poolside and beach and follow posted signs for swimming pool and ocean.
11. **Check in: 3:00 p.m. and Check Out: no later than 11:00 a.m unless specifically arranged and agreed to in advance by Scott & Amy or our property manager, Claudia.**
12. Parking spot will be assigned for each unit – parking number: xxx. **IMPORTANT**...please advise us in advance of your arrival if you will be bringing a vehicle during your stay. Our personal car remains parked in our spot during our absence, and we'll need to make arrangements to clear the parking spot prior to your arrival.
13. Due to ever changing external pricing and Wyndham Alltra Resort policies, we cannot accept responsibility for price/policy changes outside of the condo rental. Information provided for services available at the hotel are best of our knowledge at the time of booking.
14. Initial 50% Deposit/Payment due upon reservation: **\$x,xxx.xx** (payment has been completed).
15. Unless you cancel your reservation prior to the due date, on **xx/xx/xxxx** your remaining balance of **\$x,xxx.xx** will be automatically charged to the credit card used for your initial 50% deposit.
16. Renter must sign and return this agreement to Owners no later than 3 days from the Agreement Date of **xx/xx/xxxx**. Otherwise, Owner **may** elect to cancel the reservation and refund the initial deposit less applicable payment processing fees (for credit card transactions this is 3% of the payment total).
17. A sample of this Rental Agreement was provided to Renter prior to making the reservation and payment of the initial 50% deposit. Renter's booking of reservation and payment of initial deposit acknowledges acceptance of these Provisions.

GUEST NAME, Primary Renter

Scott Turnpaugh, Owner

Signed: _____

Signed: _____

Date: _____

Date: _____