

The Seashell Villas Rental Agreement and Confirmation

This Agreement is for The Seashell Villas at 13 Calle Via Belgodere, Corcega Beach, Rincon, Puerto Rico, 00677 (the "Villas"). The Agreement is between _____ (the "Guest(s)") and Mr. Caseiras (the "Landlord").

The Rental Period is from 3:00 P.M. _____, _____, _____ (Month, Day, Year) and ends 11:00 A.M. on _____, _____, _____ (Month, Day, Year).

The Rental Amount of \$ _____ (\$ _____/night) is to be paid by the Guest(s) for Villa _____ (Villa 1 or Villa 2, the "Villa") for the Rental Period. During this period the total number of persons occupying the Villa will be _____ (total number of persons occupying the Villa including children and babies).

In addition, a Security Deposit of \$ _____ is to be paid by the Guest(s). The Security Deposit will be refunded as per the Terms and Conditions below.

At the signing of the Agreement, the Security Deposit is to be paid to cover the costs of potential damage to the Villa, above normal wear and tear, and one half of the Rental Amount is to be paid to reserve the Villa for the Rental Period by for use by the Guest(s). The remaining one half of the Rental Amount is to be paid 60 days prior to commencement of the Rental Period.

Ms. Joan Pavesi, is the managing agent for the Villas, and will receive all payments related this Agreement at the following address:

Ms. Joan Pavesi
West Indies Properties
P.O. Box 578
Rincon, PR 00677
c/o The Seashell Villas

Payments may be paid via cashier's check, money order or travellers' checks. The first check, which will include the security deposit and first half payment, should be in the name of West Indies Properties. The final payment (which will be the second half payment) should be in the name of Paul Caseiras. Personal checks may be accepted, but the terms of this Agreement cannot be confirmed until good funds have cleared.

Terms and Conditions

At the termination of the Rental Period, the Guest(s) will surrender the Villa in the same condition in which it was received. Guest(s) are responsible for the Villa while the premises are under their control. Any misuse or neglect of the property, which causes damage to the Villa or the Villas, either inside or outside the property, is the sole responsibility of the Guest(s). Damage amounts not paid when the property is vacated will be deducted from the Security Deposit.

Any materials that are considered hazardous or that are unlawful are not to be brought into or kept in the Villa or the Villas. Damages caused by such materials will be a violation of this Agreement and will result in immediate termination of this Agreement. The Guest(s) will be liable for any damages.

Children are welcome at the Villas but are to remain under parental supervision at all times. No smoking and/or pets are allowed in the Villa or the Villas.

Responsible use of utilities (water and electricity) are included as part of this agreement. Please conserve the utilities and turn off ceiling fans and air conditioners when not in use.

Security Deposit

The Security Deposit is required to rent the Villa. The Security Deposit will be refunded within 14 days after the Rental Period, less any claims toward damages, missing items or uncollected amounts. If damages exceed the Security Deposit amount, then the Guest(s) must pay the difference in full, including any and all legal fees, fines and attorney fees.

Cancellations

If reservations are cancelled 60 days prior to rental period a full refund will be given. Less than 60 days, a refund will only be given if the Villa is re-rented for the reserved dates.

Cleaning

The Villa is cleaned prior to occupancy and should be left in a clean condition at the end of the Rental Period. Any excess cleaning costs or cost of damaged items will be deducted from the Security Deposit.

Liability Waiver

The Landlord assumes no responsibility for lost or stolen or damaged items that belong to the Guest(s). This includes losses resulting directly or indirectly from natural events such as floods, storms, hurricanes, or other acts of God. The Landlord is not responsible for any accidents or injuries that occur inside or outside the Villa or Villas. The Landlord is also not responsible for incidents such as fire, breakdown of equipment or machinery, acts of war, strikes, theft, pilferage, epidemics, quarantine expenses, or losses sustained by the Guest(s) as a result of such incidents or occurrences.

Merger

The Landlord and the Guest(s) agree that this Agreement constitutes the entire agreement between the parties and that no other representation by either party shall be valid unless included in this Agreement. The parties agree that no modification to this Agreement shall be valid; that any intended modification shall require the re-execution of the entire agreement.

The Guest(s)

Sign _____

Print _____

Address _____

Phone Number _____

Date _____

The Landlord

Sign _____

Print _____

Date _____