

Balcones at Majagual Home Rental Contract

Balcones at Majagual is located about seven miles north of San Juan del Sur in Nicaragua. The community overlooks Playa Maderas and Playa Los Playones near Playa Majagual, and is reached following signs to Morgan's Rock and Playa Majagual and entering the main gate labeled Balcones de Majagual.

1. CHECK-IN and CHECK-OUT must be prearranged with your concierge in the town of San Juan del Sur between the hours of 10AM and 2PM. All guests are encouraged to arrive in plenty of time to visit the grocery store and still arrive at the house before 5PM to enjoy the sunset.

2. There is a NON SMOKING policy inside all buildings, including all bedrooms. Homes in Balcones at Majagual are wood structures without access to a fire department.

3. There is a NO PETS policy at Balcones at Majagual. Balcones at Majagual is in a wildlife preserve and pets may disrupt the local wildlife.

4. QUIET HOURS are to be observed from 9PM to 9AM.

5. Homes within Balcones at Majagual are not available for rent by vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.

6. DAMAGE DEPOSIT- Your signature on this contract authorizes a damage deposit of one night's rent at time of check-in. The deposit is NOT applied toward rent; and it is fully refundable seven (7) days after departure, provided the following provisions are met.

- a. No damage is done to property or its contents, beyond normal wear and tear.
- b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- c. All debris, rubbish and discards are placed in trash can on property.
- d. All keys are left with the concierge and all buildings on the property are left locked.
- e. All charges accrued during the stay are paid prior to departure.
- f. No towels, linens or dishes are lost or damaged.
- g. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by Balcones at Majagual.

7. PAYMENT – A payment equal to 50% of the total rent is required to secure a reservation. This advance payment is applied toward the rent payment due at check-in. The advance payment is not a damage deposit. Please make payments through your concierge. The remaining 50% of the rent must be paid at or before check-in, before keys are released to renters, and may be paid in cash or by credit card in the office of your concierge in San Juan del Sur. For monthly rental contracts, each month's rent must be prepaid on or before the first day of each rental month.

8. RESERVATION CANCELLATIONS – Reservations must be cancelled sixty (60) days prior to check-in for a full refund of DAMAGE DEPOSIT and ADVANCE PAYMENT. Cancellations made between thirty (30) days and sixty (60) days prior to the arrival date are subject to a cancellation fee of 50% of funds already paid. Cancellations or changes made within thirty (30) days of the arrival date, forfeit the full DAMAGE DEPOSIT and ADVANCE PAYMENT. Cancellation or early departure does not warrant any refund of rent or deposit. You may apply any deposits to a future trip without penalty. You may choose to purchase travel insurance separately.

9. MAXIMUM OCCUPANCY- A maximum number of guests is defined for each home. If your party is larger than the stated occupancy for the home you are renting, present your needs at time of reservation and reconfirm your needs with your concierge at time of check-in.

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10. **INCLUSIVE FEES** – Rates include dishes, towels and bed linens, as well as beach towels for the maximum number guests defined in the home you are renting. For monthly rentals, rates include electricity usage up to \$200 per month and water usage up to \$200 per month. Water and electricity are invoiced monthly within Balcones at Majagual and bills will be provided to monthly renters to document actual costs in excess of these amounts upon request. To date, the monthly bills for an individual home have never exceeded these amounts.

11. **SERVICES INCLUDED** – Homes in Balcones at Majagual are managed by a staff of workers who reside in the community around Balcones at Majagual. These workers are supervised by an on-site manager who is responsible for their performance and daily assignments. Services include maids, pool services, gardeners, minor maintenance and repairs and 24-hour armed security.

12. **ADDITIONAL SERVICES AVAILABLE FROM BALCONES AT MAJAGUAL, UPON REQUEST FOR ADDITIONAL FEE** – Depending upon our level of occupancy, Balcones at Majagual staff may be able to provide additional services to homeowners and renters which are charged as used. The additional services may include: car wash and laundry. These additional services are also available in the towns of San Juan del Sur or Rivas.

13. **ADDITIONAL SERVICES AVAILABLE THROUGH YOUR CONCIERGE, UPON REQUEST AND FOR ADDITIONAL FEE** - Your concierge is available to assist you at any time. You may contact your concierge via cell phone or via email. Your concierge can arrange for tours, airport pickup and delivery, restaurant suggestions, a cook, babysitting, driver, shopping, yoga, spanish language lessons, surf lessons, sunset cruises and many more services available in the local communities and San Juan del Sur. Each of these services will be quoted to you at “best available” rates.

14. **RATE CHANGES** – Rates are subject to change without notice, until guaranteed by reservation secured by a deposit of 50% of rental fee.

15. **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.

16. **LIMITATION OF LIABILITY** - In no event shall the owners, agents or any other representative of Balcones at Majagual be responsible for any direct, indirect, special or consequential damages, even if the owners, agents or any other representative of Balcones at Majagual are informed about their possible existence. To the fullest extent permitted by law, I hereby waive any rights I may have to sue the owners, agents and any other representative of Balcones at Majagual with respect to personal injury or property damage suffered by myself, family members or any other person who may be a member of my party and hereby release the owners, agents or any other representative of Balcones at Majagual from any liability for such injury or damage.

17. **4x4 VEHICLES AND WEATHER** – An AWD or 4x4 vehicle is required to gain admittance to Balcones at Majagual. Each rental party must have an AWD or 4x4 vehicle, and a high-clearance vehicle is strongly recommended. The guard at the entrance will confirm that your vehicle is in 4WD and that manual hubs are locked, before you will be allowed to drive into our community.

The requirement for an AWD or 4x4 vehicle is for your protection on our ungroomed dirt roads and helps prevent damage to our roads. Keeping costs of road maintenance low, helps assure our rental rates remain affordable.

Nicaragua has regular seasons of rainy and dry weather. During dry season (usually mid-November through mid-May) a high-clearance vehicle is recommended to travel most comfortably on the coastal road north and south of San Juan del Sur. During rainy season (usually mid-May through mid-November), 4WD vehicles with high clearance are highly recommended and may be

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required to navigate coastal roads north and south of San Juan del Sur, ford small rivers without bridges, as well as drive to Playa Marsella and Playa Maderas surf beach. No refunds will be given due to weather, we highly recommend you purchase travel insurance.

18. TRAVEL INSURANCE: We highly recommend your purchase travel insurance. If you wish to purchase travel insurance, one option among many online sources is <http://www.insuremytrip.com>.

I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

I agree to display the "Authorized Visitor" card on the dashboard of my vehicle at all times. I understand that vehicles and persons not identified on the reverse side of the "Authorized Visitor" card may be refused entry at the gate of Balcones at Majagual.

By Signing Below, I agree I am responsible for the actions of myself, family members and any other persons who may be my guests in Balcones at Majagual during the term of this rental. I agree to all terms and conditions of this agreement.

Date and time of check-in: _____

Date and time of check-out: _____

Count of guests in my party: _____

Print Name: _____

Signature: _____

Address: _____

Address: _____

Address: _____

Passport or national identification: _____

Concierge assisting this rental: _____