

# Paradise in Rocky Point Rental Policy and Agreement

This agreement is to rent the property Paradise in Rocky Point at section 5 lot 13 and 14 in Las Conchas in Puerto Penasco Mexico. This agreement is between the guest and Rocky Point Development LLC, owner of the property. Please read the entire agreement. Please call us if you should have any questions. Upon arrival and during your stay, should you have any issues or maintenance concerns, please contact our local people in Rocky Point, before calling the office. The most complete and latest information can always be found on our web site [www.ParadiseInRockyPoint.com](http://www.ParadiseInRockyPoint.com)

## Rental Period and Payment Details

The rental period begins after 3PM on the day of move in and ends before 10 AM on the day of move out. Your rental fee is for use of the premises during this period of time only. If you or your guests arrive late or leave early, the total amount owed cannot be reduced. We monitor when guests check-in and when they check-out. If you wish early check-in or late check-out see **Early Check In/Late Check Out** section below. If we have availability, the length of your stay may be able to be extended, please call the office. If any changes are made to this agreement, a \$200 change fee will apply.

We require at least 50% of the rental amount, 12 months before the rental date, and 100%, 90 days before move-in. Please let us know if you need a different payment schedule. If there is no other arrangements, or communication, and no payment is made, the reservation can/will be cancelled and your name will be taken off the calendar. If/When payment is made (and the same dates are still available) the reservation will again be honored, but a \$200 change fee will be charged to re-instate your reservation.

Payment may be made via charge cards (Master Card, Visa or Discover) on our secure web site under Rental Information then click on Make a Payment. There are no charge card fees for the initial \$200 payment, but future payments charge card payments are subject to a 3% charge card processing fee, unless it is a 1 time payment in full. We also accept personal checks, cashier's checks, money orders, or traveler's checks. Please make any checks out to William Jugenheimer and mail to 41315 N Club Pointe Dr Anthem AZ 85086.

## Terms, Conditions, Rules and Additional Information

**A/C Fees**– We charge you if the AC is in the “ON” position at any time during your stay. Electrical costs are very high and the charge is a fraction of our true cost to run the A/C. During the summer it can get hot, so we have A/C available for your comfort, but because of past abuse, we remotely monitor the A/C settings. For those that do not use the A/C, there are not any surcharges. We do a modest surcharge if you use the A/C conservatively and you do not set the temperature below 78 degrees (26 Celsius), and a slightly higher surcharge if you set the A/C lower than 78 (26 Celsius). We consider any setting at or below 72 (22 Celsius) to be “unreasonable use of utilities” and to be in violation of the rental agreement. See **Utilities** and **Violation** sections below for more details. FYI - Our A/C (electric) bill has run as high as \$3000 per month (\$100 per day)! To minimize the A/C requirements in the summer, we suggest you open the windows during the night and close them when the heat of the day comes. Open them again after the sun goes down. Please DO turn on the ceiling fans; doing this you will find that the A/C is not needed, or needed as much. Electricity is very expensive so to avoid surcharges and to save money, run it ONLY when it is needed and *Please* make sure everyone in the home is aware of the thermostat settings! Part of your deposit will be charged and not returned. If our thermostat monitoring hub, is unplugged or disconnected during your stay, you will be charged \$60 per day surcharge plus a \$50 reconnect fee. We have multiple A/C units in each home and the charges are based off the lowest settings on any A/C unit. Please inform all people staying in the home of these charges. You will be charge no matter “who” turned it on (with or without your knowledge). Please check the settings as soon as you arrive in case someone prior had it on. If you have any questions, please contact us.  
Casa 1 A/C fee - \$40 day for 78 degrees (26 Celsius) or higher and \$60 per day for 77 degrees (25 Celsius) or lower.  
Casa 2 A/C fee - \$25 day for 78 degrees (26 Celsius) or higher and \$45 per day for 77 degrees (25 Celsius) or lower.

**Cancellations** - Any and all notices of cancellations, for any reason, are to be made in writing. Your account will be charged 10% of the total reservation amount (with a \$200 per villa minimum) as a cancellation fee. If/When a notice is received more than 90 days before the rental date, all attempts to re-rent the property will be made. If the property does not get re-rented, any deposits and/or prepaid rental fees will be forfeited and you will still be liable for the total amount of that reservation. If the property does get re-rented, the amount of money collected will be credited to your account. Example: You had a 7 day rental and we re-rented it for 6 days, you get 100% of what we collect (6 days) and will not get credit for the 1 day. If less than a 90 day notice is given, 100% of all money collected will be retained. **If you think you may have to cancel or you are concerned about losing any money for any reason, we *strongly recommend* that you purchase travel insurance.** See Travel Insurance below

**Change of dates** - When a reservation is made, those dates are reserved for you and we start turning away other guests that make inquiries for that time for that unit. If you need to move those dates back or forward a bit, (still renting same amount of days and still maintaining most of the same dates) we try to be flexible, but a \$200 change fee does apply. If you wish to increase the length of your stay, we will be happy to do so, based on availability. But you cannot decrease the length of your stay. The reason is when you book, we reserve those dates and that unit for you and we start turning away future guests because you had *that unit* reserved for *those dates*. This is the reason we do not allow any decrease in the length of your stay, or any decrease in the number of units you are renting. Also rescheduling for completely different dates, or unit, is the same as a cancellation. See *cancellation policy* above.

**Cleaning/Housekeeping** - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. If you would like daily cleaning service, you can make arrangements direct with the cleaning people. The property is cleaned prior to occupancy and should be left in a reasonably clean condition when vacating. All dishes, kitchen items, pots and pans should be cleaned, dried and put away. *All garbage should be securely put in the trash containers by the street.* Any excessive cleaning or the cost of any damages caused by the guests will be deducted from the deposit. Examples of excessive cleaning: beer cans/water bottles/cigarettes or any other debris left, not bagged and taken to trash area.

**Deposit** - A deposit is required and refunded within 30 days after you move out. Deductions will be made for any outstanding balance that is owed, early move-in or late move-out, abusive use of the A/C, missing or damaged items, any violations in the rental agreement, or if any excessive cleaning is required.

**Drains** - The home is on a septic system. The septic system is very effective; however, it will clog up if improper material is flushed. We test all sewer drain lines to make sure they are flowing before you arrive and they must be working properly when you leave. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime, you could be charged for clearing of any sewer lines.

**Early Check In/Late Check Out** - *Most times* we can do *either* 1 hour early *or* 1 hour late at no charge, but depending on how busy we are, sometimes it is not possible. Early Check-In or Late Check-Out fees are 10% of your daily rate. Example: \$300 rate is \$30 per hour for any extra hours. Late check out after 3PM is another day rental fee. All times are rounded up to the nearest full hour. If you have requested for early check-in or late check-out please check a few days prior to the rental period to make sure we still can honor the request. If we can no longer honor the request, you will be given a full refund of the early/late fees paid. **VERY IMPORTANT** - We do remotely monitor when guests check in and when they check out. Any guests found to move in early or check out late without making prior arrangements will be charged 20% of the daily rate per hour for all hours beyond the agreed to hours mentioned in this agreement.

**Floors** - While the home and floors are cleaned prior to you arrival, the elements from the ocean breeze and the beach do tend to leave a film on the floors. This is normal, especially if doors and windows are left open.

**Guidebook** - A Guidebook is provided and should be read completely. Make sure you read the section "Things you need to know". It goes over particular operations of the property and contains important information and is

considered part of this Rental Agreement. The latest version can always be found on line on our web site. This guidebook also goes over how to operate the electronic components and has a TV guide.

**Liability Waiver and Disclaimer** - Owner assumes no responsibility for lost, stolen, or damaged items that belong to Guest(s), or any losses resulting directly or indirectly from natural events such as floods, hurricanes, storms, or other acts of nature. Owner is not responsible for any accidents or injuries that occur on the premises. Owner is also not liable for incidents such as fire, breakdown of any equipment or machinery, acts of war, water or electric shortages or outages of any utilities or service interruptions that are: (i) circumstances beyond their reasonable control, such as acts of God, weather conditions and power failures; and/or (ii) services provided by third parties, including, but not limited to, internet service provider, water, electrical, satellite TV service and wireless carrier. In case of equipment or appliance break down/failure the owner's liability is limited to trying to get it repair or replace in a reasonable manner and time. Owner is not liable for strikes, theft, pilferage, epidemics, quarantines or cancellation of airline travel, or any similar incident; the owner shall not be held liable or responsible for any additional expenses or losses sustained by the Guest(s) as a result of such incidents or occurrences. This agreement is to rent property from the property owner for property located in Puerto Penasco, Mexico and any disputes/mediation/arbitration are to be settled in jurisdiction of Puerto Penasco, Mexico.

**Move In** - Is any time after 3 PM. Early check-in has to be preapproved see **Early Check In/Late Check Out** for details. VERY IMPORTANT - We do remotely monitor when guests check in. Any guests found to move in early without making prior arrangements will be charged 20% of the daily rate per hour for all hours beyond the agreed to hours mentioned in this agreement. Please review the kitchen inventory sheets that are provided in the guidebook and on the web site. Immediately let us know of any missing or damaged items. At the termination of this rental agreement, the Guest(s) will surrender the vacation home in the same condition it was when they received it. Guest(s) is/are responsible for any damages or missing items. Guest(s) agrees that any claims towards excessive cleaning, damage, missing items, or uncollected amounts owed will be deducted from the deposit.

**Move Out** - Is before 10 am. VERY IMPORTANT - We do remotely monitor the time the guests check in and when they check out. Any guests found to check out late without making prior arrangements will be charged 20% of the daily rate per hour for all hours beyond the agreed to hours mentioned in this agreement. When you leave, please take all garbage to the trash containers next to the street, just outside the gates. Make sure you place the trash inside the containers and if you moved any furniture, it must be back in the exact locations as when you came. Please check the unit prior to your departure to ensure you do not leave any items behind. Please have all kitchen ware washed and make sure all the dishes that you used are cleaned and put away. This greatly assists us in preparing the unit for the next guests. We do charge if excessive cleaning is required. See *Cleaning* for more information. Any leftover food items may be left in the refrigerator. PLEASE be sure to turn off all ceiling fans, lights and make certain all doors and windows are securely closed. If you have used the AC, make sure they are TURNED OFF before leaving.

**Occupancy** - We enforce strict occupancy limits of 2 per bedroom. There are extra fees for extra people. We are renting the home to the number of people you indicated on your reservation form only. **No additional guest(s) are allowed on the property without prior approval.** No special events/gatherings are allowed without preapproval (and additional "Event Fees"). We do not allow sleeping on any of the couches. At some point during your stay our manager will do a "Meet n Greet" to answer any questions and to assure you have no issues. He/she will also be checking on the number of guests. We also have cameras on the premises for your security to assure that there are not any people on the property that do not belong on the property. To help in determining excess people, we count the beds slept in, King/Queen count as 2 people and twin as 1. If a violation in occupancy occurs, or if you have any special events without preapproval, **any refundable deposit will not be returned** to help offset additional cleaning, utilities and wear and tear. Management also reserves the right to immediately terminate this rental agreement and remove you from our home and any money paid will be forfeited for any breach of this contract.

**Parking** - Parking is limited. If you have a larger group, please try to consolidate the number of cars in your group.

**Pets** - No pets are allowed unless previous arrangements have been made and the extra pet fee has been paid. If a violation occurs, you will forfeit any deposit made. Management also reserves the right to immediately terminate

this rental agreement and remove you from our home and any money paid will be forfeited for any breach of this contract.

**No Smoking** - Smoking is not allowed **in or near** the home. Smoking is allowed outside only, at least 20 feet from the home.

**Travel Insurance** – Vacation Rental (travel) Insurance has been made available to you to purchase. None is included with your rental rates charged to you. **If you think you may have to cancel or you are concerned about losing any money for any reason, we *strongly recommend* that you purchase travel insurance.** There are many different travel insurance companies selling many different types of insurance covering you for many reasons. Please select the best company that covers you for your concerns. You must purchase this separately.

**Utilities** - Reasonable use of utilities (which include 1 tank of LP gas, water, and electric) are included as part of this agreement. Unreasonable use of the utilities, are considered a violation of this Rental Agreement. Please conserve the utilities and turn off ceiling fans, lights, and A/C when not in use. Water is precious. Please conserve and use the water wisely. We have installed water saving toilets that use less water. Hold the handle down longer if you need a longer flush. The tap water is filtered and should be "safe" to use to brush your teeth etc. We also installed a reverse osmosis purified drinking faucet at the kitchen sink. We do charge additional for A/C usage, please read the "A/C Fees" section above for more details.

**Violations** - If any violations of this Rental Agreement occurs, any refundable deposit will not be returned and management also reserves the right to immediately terminate this rental agreement and remove you from our home and any money paid will be forfeited for any breach of this contract.