



## Vacation Home Rental Agreement "Casa Azul"

Reservation No. \_\_\_\_\_

This Lease with effective date as set forth beside Landlord's signature below between Casa Pajaro Azul Harper, S.A., (herein "Landlord"), a corporation organized and existing under the laws of Costa Rica, and the following individuals (collectively herein, "Tenant").

List names of all Tenants below<sup>1</sup>:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

1. The Term of this lease agreement shall be \_\_\_ nights with arrival on \_\_\_\_\_ and departure on \_\_\_\_\_. The property will be ready for occupancy at 3:00 p.m. on the beginning date of this lease and must be vacated by 11am on the day of departure.

2. The premises are located in the Pajaro Azul development of Quepos, Costa Rica, House number 218 ("Property"), known as Casa Azul.

3. The rental amount shall be \$\_\_\_\_\_ payable as follows:

- \$\_\_\_\_\_ (50%) within 7 days of receiving this lease agreement.
- \$\_\_\_\_\_ (50%) no later than 31 days prior to arrival.

a) Note: If booking is made less than fourteen days before arrival, full payment must be received not later than 7 days before the beginning day of the lease.

b) Check-out is at 11am to allow Landlord time to prepare the property for its next guests. A fee of \$50/hour for late check-outs of up to three hours and a full day's rental for any check-outs later than 2pm may be applicable. For guests remaining in the area, there is the option to stow your luggage safely at no extra charge.

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<sup>1</sup> Tenant must disclose at time of submission of this Agreement the names of all individuals to be occupying the property.

4. A security deposit of \$500 must be received no later than fourteen days before the beginning day of the lease. The deposit will be returned within 10 days after the Term of the lease, less any charges for damage to premises or other amounts due to Landlord for telephone charges, unpaid rent, or if the house is not left in reasonable order. Note that lock repairs in Costa Rica are extremely expensive. If a key is lost, for security purposes, we re-key the locks. In the event that any keys are lost, there will be a \$200 fee deducted from the security deposit.

5. Smoking within the house is prohibited and violation of this term can result in the forfeiture of the damage deposit. Pets are only accepted upon prior approval.

6. Maximum Occupancy: The premises shall be occupied by the no more than Eight (8) persons identified on page one, unless prior approval by Landlord. If violated, the tenancy can be terminated by Landlord immediately with no refund to Tenant. The Tenant understands that the pool level bedroom is small with a small bath and is not directly attached to the main house and agrees that this is acceptable.

7. Tenant's Requirement to Maintain the Property: The Tenant will observe all conditions of this lease, will maintain the property in clean and orderly condition and will conduct him/herself in a manner inoffensive to neighbors. The Property shall be secured while unoccupied. Thefts of Landlord's items within the Property that result from Tenant's failure to keep the Property secured shall be reimbursed by Tenant to Landlord. No illegal drugs are to be present on the property.

8. Cancellation Fee: Vacation properties are rented far in advance and are difficult to fill at the last minute. Cancellations more than 30 days before start date of this lease receive a refund less a 5% processing fee. Cancellations received by Landlord 30 days or less before starting date of this lease shall result in full forfeiture of all money received from Tenant, less the \$500 security deposit which will be refunded. There are no refunds for Major Holidays to include Christmas, New Years and Easter.

9. This lease is not assignable by Tenant without written consent of Landlord.

10. Landlord, its agents, servants, agents, officers and owners, direct or indirect shall not be liable for any claims, with respect to (a) any injury or death suffered by Tenant or any employee, contractor, licensee, invitee, guest, agent or customer of Tenant (each, a "Tenant Party") or any other person, from any causes whatsoever<sup>2</sup>; (b) any loss or damage or injury to any property outside or within the Property belonging to Tenant, any Tenant Party or any other person (c) any consequential or punitive damages of any sort. Tenant agrees to indemnify and hold harmless Landlord for any damages (including reasonable attorney's fees) that result from all loss, damage or injury as set forth in this section of the Agreement. In addition, Landlord and its agents shall not be liable for interference with or interruption of any utility, service, ventilation or any defect in the Premises. Tenant indemnifies Landlord for any and all claims brought by any guest, invitee, or employee of Tenant.

11. Interruption of Utilities: Costa Rica, for all its charm, lacks in infrastructure. Power outages occur and there is no generator. There are occasional, but rare, interruptions in water supply. The

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<sup>2</sup> Landlord has no interest in, or connection to, any tours, boat or vehicle rentals, and similar activities and has no liability and hereby disclaims all liability in connection with them.

internet service in the house is only as reliable as the service provider and is known to have sporadic outages. Landlord has no liability for any interruptions in utilities and services and such interruptions shall afford Tenant no rights to any redress.

12. Tenant shall be solely responsible for careful supervision of the swimming pool. The pool is approximately 4 – 5 feet deep and indemnification set forth in Paragraph 10 applies to all persons who use the pool. All surfaces can be slippery when wet or from algae throughout Casa Azul and Costa Rica in general and Landlord cannot be held responsible for falls or injuries as a result.

13. The submission of this document for review does not constitute an option, offer or agreement, to lease the Property. This document shall be effective only upon both Landlord's and Tenant's execution.

14. Where Tenant is required by this Lease to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that **time is of the essence**.

15. Facsimile and scanned signatures shall be equivalent to live signatures.

16. This lease shall be construed under the laws of Costa Rica and all parties submit to the exclusive jurisdiction of its courts.

17. If any term or provision of this Lease shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms and provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. Tenant acknowledges that it has not relied on any representations or agreements except those expressed herein, and that this Lease contains the entire agreement of the parties such to also supersede any information contained on the Landlord's internet site. No modification of this Lease shall be binding or valid unless in writing and executed and delivered by both parties. No agent of the Landlord has the authority to bind the Landlord except the party that signs this Lease on behalf of Landlord. The Primary Tenant warrants and affirms that s/he has the authority to execute this document on behalf of and to bind all Tenants.

IN WITNESS WHEREOF, the Landlord and the Tenant have signed below.

**LANDLORD**

**PRIMARY TENANT on behalf of TENANTS**

Casa Pajaro Azul Harper, S.A.

Property

Tom Barron (agent)

Name

Date

506-2777-3482

Phone

tom@costaricadeluxe.com

Email

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Phone

\_\_\_\_\_

Email

\_\_\_\_\_

Contact in Case of Emergency



# CASA AZUL

*Pajaro Azul #2, Casa #218, Quepos, Costa Rica*  
Tel: (506) 2777-3482 Property Manager / Tel: (506) 2777-2492 Casa  
Website: [www.costaricadeluxe.com](http://www.costaricadeluxe.com)  
Email: [tom@costaricadeluxe.com](mailto:tom@costaricadeluxe.com)

## CREDIT CARD AUTHORIZATION FORM

I, \_\_\_\_\_, authorize Casa Pajaro Azul Harper, S.A.,  
(NAME AS IT APPEARS ON CREDIT CARD)  
a corporation organized and existing under the laws of Costa Rica, in Manuel Antonio/Quepos, Costa Rica, to charge my credit card as follows:

Card Type: \_\_\_\_\_ Corporate or Normal?: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

in the amount of \_\_\_\_\_ Passport Number: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Check in Date: \_\_\_\_\_ Check Out Date: \_\_\_\_\_

# of Nights \_\_\_\_\_ # of Adults \_\_\_\_\_ # of Kids \_\_\_\_\_

Please sign and return scanned documents via email within 7 days or your reservation will automatically be canceled. Should you need to fax the document, please advise and we will supply a secure fax number. If you prefer, guests can leave the last 4 digits off the card number and send that in a separate email. Casa Azul protects all private information of guests. Should you require further information, contact the numbers or email above and we will be happy to assist you.

### **PAYMENT AND CANCELLATION POLICY:**

A 50% deposit is due within 7 days of reservation confirmation. The second 50%, as well as a Security Deposit of \$500, is due at least 31 days prior to your arrival (61 days for all Major Holidays) or the reservation will be subject to automatic cancellation. Should the guest cancel the reservation, a 5% processing fee will remain in our favor. Should the reservation be cancelled within 30 days of the guest's arrival (60 days during Major Holidays), or in case of a no show, or unused nights, there is no refund. Cancellations must be sent and then confirmed via email at [tom@costaricadeluxe.com](mailto:tom@costaricadeluxe.com) to be considered valid.