

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Ben Tinkey (“*Homeowner*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

Calle 19C #1039, Chelem, Yucatan, Mexico

The property is furnished and includes Appliances, Furniture and linens (See specific unit listing for specific amenities).

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to **2** persons. Any additional person shall terminate this Rental Agreement.

4. Term of the Lease. The lease begins at 1:00 p.m. on _____ (the “*Check-in Date*”) and ends at 11:00 a.m. on _____ (the “*Checkout Date*”).

5. Minimum Stay: This property requires a **3** night minimum stay. Longer minimum stays may be required during holiday periods.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner..

8. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

100% if cancelled 60 days prior to the Check-in Date

[Rest of page intentionally left blank]

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

Name (print) Ben Tinkey

Name (print): _____

Date: _____

Date: _____

Phone # (during stay):

Phone # (during stay):

52.999.302.4385 _____

Exhibit A

RENTAL RULES

1. Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order
5. Only use appliances for their intended uses
6. PETS are permitted only with prior approval and the *Pet Addendum* must be completed.

7. Parking:

PARKING – Parking is limited to one vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
9. [Water and Septic: The Property is on a well and septic systems. The mineral content in the water is high. During a drought, the well water may have an odor. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \$100.00.

10. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

- Any unused portion of rent from a guest currently registered;
- Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
- Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.