

# VACATION RENTAL TERMS & CONDITIONS

This Rental Agreement (the "Agreement") contains all of the Conditions, Terms and General Information (the "Conditions"), regarding your stay at **Hacienda Elena**.

RENTAL & USE OF PROPERTY– Kenwood Resort Properties, llc ("Kenwood") hereby rents to

\_\_\_\_\_ and his/her invitees (collectively the "Guests"), the property commonly known as Hacienda Elena, located at Carretera Miamaloya, Kilometro 7.1, Villas Palo Maria in Puerto Vallarta, Jalisco, Mexico to be used solely for the purpose of a short-term personal holiday rental, upon the conditions contained herein.

TERM - Guests shall have the use of the Property for the following term:

**ARRIVAL** \_\_\_\_\_ **DEPARTURE** \_\_\_\_\_ (**nights**). Check-in time is anytime after 2 pm the day of arrival and checkout time is anytime before 11am the day of departure. All requests for early check-in and/or late check-out must be agreed and approved in advance by Kenwood. Because Hacienda Elena is booked full for most dates and our staff needs sufficient time to prepare a 7000 sq. ft. property for the next guest, it is frequently not possible to accommodate early check-in or late check-out requests. Guests departing more than 1 hour past check out time agree to pay an additional rental charge as determined by Kenwood, withheld from their security deposit.

RENT– Guests shall pay via Mastercard, Visa, PayPal, Bank Wire, on or before \_\_\_\_\_, rent in the total amount of \$ \_\_\_\_\_ **USD** ( \_\_\_\_\_ U.S. Dollars), along with a refundable security deposit of \$ \_\_\_\_\_. If payments are not received by dates indicated above, the reservation is considered canceled. Guests will not be allowed to enter property unless full payment or both rental and security deposit is received prior to arrival.

Security Deposit - The security deposit is NOT applied toward rent. It is fully refundable within (7) days of departure, provided the following provisions are met;

- a. No damage is done to Hacienda Elena, its grounds or its contents, beyond normal wear and tear.
- b. No charges are incurred due to contraband, pets, smoking outside designated areas, collection of rents or services rendered during the stay.
- c. All keys are left on the kitchen table or returned to staff.
- e. All charges accrued during the stay are paid prior to departure.
- f. No smoking takes place anywhere on the property except on the designated smoking patio
- g. No early check-in or late check-out occurs without express advance written permission of Kenwood.
- h. Guest(s) are not evicted by the owner (or representative of the owner) or local law enforcement.

## **Cancellation and refunds:**

30 or more days from arrival date, 10% of total rental retained (may be used as a credit towards any future rental).

Less than 30 days from arrival date, 50% of total rental retained (may be used as a credit towards any future rental).

Less than 14 days from arrival date, NO Refunds or credits. If it is necessary for you to cancel due to family or medical emergencies, we will attempt to re-rent the villa for the entire period of the original booking. If the property is fully re-rented a refund will be made less 10% of the original reservation.

There are NO refunds or credits for Christmas - New Years (December 20 – January 5<sup>th</sup>). We strongly advise all renters to purchase trip insurance to avoid loss due to unforeseen personal situations.

There is a 5 night minimum stay for Hacienda Elena at all times. We accept Pal Pal, Visa, Mastercard, and cash only. A refundable security deposit is required.

GUESTS - Guests agree to the following:

- a) That the number of guests shall not exceed at any time **2 PERSONS PER BEDROOM including children**. In the event that there are more than the maximum amount of persons, guests may be denied entry into the property. If permission for an extra guest is given in writing from Kenwood there will be a charge of \$50.00 USD per extra guest per night, to be paid in cash before departure.
- b) Guest shall be responsible for the conduct and behavior of his/her invitees and will not permit unlawful activities or disruptive behavior to occur upon the Property and will be responsible for any damage caused to the property or its contents. In the event that any damage should occur Guest is responsible to pay for any and all such damages before his departure. The Property is located in a quiet residential area. **Loud music, large boisterous parties, and the use or possession of any illegal drugs or other substances are not permitted.** Guests can be evicted for extremely disruptive behavior and/or use of illegal drugs with NO REFUND of rental charges.
- c) Please respect general safety rules: no running, diving or glass in the pool area, no children in the hot tub. Children and pets (where permitted) must be supervised at all times throughout the property.
- d) Please keep doors locked at all times. Puerto Vallarta is known for its safe streets and beaches but it is recommended you take the same common sense precautions you would in any other city. Inviting strangers into the house presents a security risk to you personally and to the property and is not permitted.
- e) Events /Parties/Casual Get-Togethers – written permission from the Owner is required to host any event with 5 OR MORE invitees over the maximum amount of guests allowed in this property. The property is for the use of guests in residence only. There is a special service charge for events (including dinners, cocktails, pool parties etc) with outside invitees. Staff, owner and rental agent must be given advance notice when planning gatherings that include non resident guests.
- f) Smoking strictly limited to designated outdoor areas. Guests agree that smoking ANYWHERE inside the house, or ANYWHERE outside the house except for the designated smoking patio, will result in a cleaning charge of up to \$500.00 as determined by Kenwood. This charge will be withheld from the security deposit.
- g) No pets are allowed on the property without prior written permission of Kenwood.
- h) No subletting of property.

ACCOMODATIONS –

- a) In the event any property becomes unavailable due to circumstances beyond the control of Kenwood after a deposit is received, we will refund the rental fees in full. This shall be our only requirement, and guests agree that upon return of all rental fees and security deposits made, Hacienda Elena, Kenwood Resort Properties, its staff and management shall have no further liability whatsoever for lost vacation time, travel or other expenses or inconveniences incurred by guests.
- b) Neither Kenwood Resort Properties, Hacienda Elena, their agents or employees shall be held responsible for any injury, loss or damage to any person or property of persons occupying said property.
- c) Neither Kenwood Resort Properties, Hacienda Elena, their agents or employees shall under any circumstances be held responsible for any disturbance or inconvenience to Guest and invitees while occupying the Property, or for the actions of its neighbors or the surrounding area.
- d) No children under the age of 12 permitted in hot tubs at any time. When using the hot tub, remember there is certain health risk associated with this facility. Use at your own risk.
- e) No refunds will be given for storms and/or adverse road conditions. During rainy season and after heavy rains, many roads in and around Puerto Vallarta can become impassible for extended periods of time. While the road leading to Hacienda Elena is well maintained, it is possible during these times that certain vehicles will not have access to the property.

f) All information provided by Kenwood Resort Properties, while deemed true and reliable, is not guaranteed. Changes in inventory, items and décor may occur from time to time and such changes will not void the terms of the rental agreement.

RIGHT TO ENTER – Kenwood Resort Properties, its agents and employees shall have the right to enter the Premises at any reasonable time during the term of this Agreement to inspect the Premises and to undertake and perform such duties and responsibilities that they shall have as lesser of the Premises under this Agreement.

INDEMNIFICATION - Guest(s) agree to release and indemnify Kenwood Resort Properties, its agents and employees against any and all claims, suits or liability for or arising out of death or injury of any members of the guest(s) family and his/her invitees connected with said rental, whether said claimed suit or liability arises out of the negligence, active or passive, of any of the entities or persons indemnified above, and agree to defend such persons so released against any claim or suit so brought and to pay for all costs incurred in said defense including attorney's fees. The guest signing this agreement does so on behalf or him/herself, their family, and their invitees, all of whom expressly and voluntarily assume all risk of death or personal injury sustained while renting Hacienda Elena, whether or not caused by negligence of the entities released above.

ENFORCEMENT - The laws of the State of Jalisco, Mexico shall govern the validity, performance and enforcement of this Agreement. In the event Guest seeks a recourse against Hacienda Elena or any other individual or entity for any injury to a person or property of a person occurred within the Premises, the only applicable venue to solve any such issue or action shall be the courts of Puerto Vallarta, Jalisco, Mexico.

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.

WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved by Kenwood Resort Properties in writing in advance.

SEVERABILITY – If it is determined by any legal body that any provision of this agreement is invalid or unenforceable, it shall not invalidate the remainder of the agreement.

THIS AGREEMENT MUST BE SIGNED AND RETURNED VIA EMAIL to [Kenwoodcompanies@hotmail.com](mailto:Kenwoodcompanies@hotmail.com) or faxed to 732-775-1976

I HAVE READ AND ACCEPT ALL TERMS AND CONDITIONS OF RENTAL AGREEMENT

\_\_\_\_\_  
"Guest"

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Print Name

Kenwood Resort Properties  
57 South Main St. #340  
Neptune, NJ 07753  
Kenwoodcompanies@hotmail.com  
Tel. 732-775-1930  
Fax 732-775-1976