

**Minnie M. Baird**  
(Please read, sign and return)

## **RENTAL RESIDENTIAL LEASE**

This lease is made the \_\_\_day of \_\_\_\_\_, 2011, by and between Minnie M. Baird, Owner of the premises rented and \_\_\_\_\_(Renter).

The Owner hereby agrees to lease the furnished real property described as CASA CARINO, San Miguel De Allende, Mexico. This lease shall be for a term of \_\_ days, beginning \_\_\_\_\_ and ending\_\_\_\_\_. This lease shall be in U.S. Dollars in the amount of \$\_\_\_\_\_for the specified length of stay above. A NON REFUNDABLE down payment of \$\_\_\_\_\_will be forwarded to the Owner with this signed lease by \_\_\_\_\_. However, if the Renter cancels the agreement and a replacement Renter is found, the down payment will be returned on a pro-rated basis according to the number of days replaced up to 100%. The Owner will not consider the lease binding until the down payment has been received. The balance of the lease amount shall be paid by the Renter to the Owner on or before \_\_\_\_\_. The balance is non refundable except in the case of a replacement Renter as stated above. The house is staffed six and one-half days (6 ½) per week. If the Renter chooses to have staff on Sunday afternoon, arrangements can be made with Pepe at the Renters expense. At the end of the term, Renter will remit to the house manager a tip of \$20.00 USD per bedroom used per day to be dispensed to the staff.

## **SECURITY DEPOSIT**

A separate deposit of \$2,000.00 USD will be forwarded to be held by the Owner as telephone/damage deposit. It is not considered as rent and will be returned to the renter upon compliance with the following conditions: no long distance phone calls charged to property, payment of all rent due, the premises left in a clean habitable condition, the return of all keys and removal of abandoned articles. Deductions from the deposit shall be made for any damage done to property (normal wear and tear excepted) including scratches, burns, stains, holes in walls, as well as damage of personal property of the Owner. Also there will be a \$25.00 USD charge for each key not returned. After the above conditions have been satisfied and excluded by the Owner, the balance of full amount of the deposit will be returned to renter.

## **CARE AND MAINTENANCE**

Renter accepts the premises in their present condition and agrees to take good care of said premises. This care includes not making any alterations, additions, repairs or improvements and/or any removal of the Owner's personal property from the premises without the approval of the Owner. The Renter also agrees to accept the liability of any negligence caused by a family member or guest of the Renter who would not live up to the above conditions of this rental contract. The Renter agrees to contact the Owner at once if an infraction of the lease occurs with regard to damage and pay to Owner immediately the cost of repairs or the solution to the problem incurred. Renter will pay reasonable attorney's fees and court costs, if any, incurred by the Owner in enforcing this contract in court or otherwise to recover costs of damages.

## **CONDITIONS OF RENT**

Any complaints which the Renter may have concerning the premises shall be directed to the Owner. The Owner will attempt to take care of any concerns or emergencies. A complaint may be resolved immediately, or require some time. The Owner has no control over conditions outside the rented home. This would include Church Bells, Celebrations, Parades, Fireworks, Construction or any other condition that would exist outside the rented home. Whichever the case, this does not alter the contract. Renter shall use the premises solely for residential purposes. The premises shall not be occupied by more than 14 persons. There will be a charge in the amount of \$600 USD per week for each person over the amount

specified without prior permission of the Owner. If there are more than 50 people at any one party, the renter will pay the Owner \$15.00USD per person above the 50. No children under the age of 10 years unless agreed to by Owner. Pets are not allowed. There is a \$200 USD charge the first day for heating the big pool and \$100 USD per day for keeping it heated every subsequent day. If the Dance Floor is installed over the pool, Renter shall pay \$1,200.00 to the Owner, this will be payable in advance at the same time final payment is made on the contract. Renter agrees to work and stay within city guidelines on volume of music and agrees to stop all music by 1:00 a.m. If Ecologia comes Renter agrees to allow them on the premises to check music equipment. In the event Renter does not comply with City regulations, Renter agrees to pay any fines, fees, or tickets owed the City.

Owner will have the right to show the premises to prospective clients with 24 hour notice to Renter at Renter's convenience. The Owner has the right to inspect the premises at anytime if Owner has reasonable cause to believe the Renter or any other person is misusing or damaging the premises or furnishings therein.

This lease may be amended only by a written agreement executed by Owner and Renter. All discussions, understandings and agreements, whether written or verbal, between the parties, shall be governed and interpreted under the law of the Republic of Mexico. The jurisdiction to which the Renter and Owner submit themselves to in the Republic of Mexico will have jurisdiction over any other court wherever located.

If for any reason the Owner cannot deliver the property for the specified time, the Owner will try to find a comparable property to the satisfaction of the Renter. If the Renter cannot be satisfied, the Owner will refund all money collected to that point.

The Owner will assume no personal liability with respect to Renter, Family of Renter or Visitor except in the case of Owner's willful deception of Renter regarding the premises or gross negligence in performing the duties as Owner. In no event shall the Owner be liable to Renter for any consequential or indirect damages, injury, or for pain or suffering incurred by renter in connection with this lease of the specified premises. The Owner will not be responsible for any loss or theft of possessions with regard to the Renter, Family of Renter or Visitor to the premises. The use of pool, hot tub spa, stairways, balconies and rooftops as well as gas and electric appliances are at the Renter, Family of Renter or Visitor's own risk.

By affixing his (her) name to this lease, it is understood that the Renter has read and agreed to all the above terms and conditions.

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Renter's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mail Lease and make checks payable to:

Minnie M. Baird

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