

Starr Pass Casita Rental Agreement

The Casita is located at xxxx W. Placita del Correcaminos Unit #x, Tucson AZ 85745

Arrival: September 26, 2007

Departure: October 14, 2007

1. CHECK-IN TIME IS AFTER 3 P.M. EST AND CHECK OUT IS 10 A.M. EST. NO Early Check-ins.
2. This is a NON SMOKING property.
3. PETS ARE PROHIBITED. Violation results in immediate eviction and \$500 cleaning fee.
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. DAMAGE/RESERVATION DEPOSIT- A damage/reservation deposit of \$500 is required. This must be received within 7 days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (30) days of departure, provided the following provisions are met.
 - a. No damage is done to casita or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. All debris, rubbish and discards are placed in refuse containers outdoors, and soiled dishes are placed in the dishwasher and the dishwasher run. One load of laundry is started.
 - d. All keys are left in the lock box and casita is left locked.
 - e. Any charges accrued during the stay are paid prior to departure. The phone makes only local calls unless a calling card is used.
 - f. No linens are lost or damaged.
 - g. NO Early check-in or late check out.
 - h. The Casita must be completely locked when the renters are not there. If left unlocked the renters will be responsible for replacement of any stolen or damaged contents.
6. PAYMENT – An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the rent. Please make payments in the form of traveler's checks, bank money orders, cashiers checks or personal checks payable to David McElwaine. The advance payment is not a damage deposit. The balance of rent is due fourteen (30) days before your arrival date.
7. CANCELLATIONS – A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty except if deposits were made via credit card. All credit card cancellations are subject to a 5% Cancellation fee or \$50 whichever is greater. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.

8. MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
9. MAXIMUM OCCUPANCY- The maximum number of guests per casita is limited to six (6) persons. No exceptions including for babies and children.
10. This property requires a four (4) night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than four days, the guest will be charged the four-night rate.
11. INCLUSIVE FEES – Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.
12. NO DAILY MAID SERVICE – While linens and bath towels are included in the cabin, daily maid service is not provided. Pool towels are available at the pool. We do not permit towels or linens to be taken from the casita to the pool. A separate final cleaning charge will be included in your bill.
13. RATE CHANGES – Rates subject to change without notice.
14. 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. This includes falsification of the number of persons in party.
15. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.
16. PARKING is limited to two (2) vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees and is the sole responsibility of the vehicle owner.
17. STORM POLICY/ILLNESS/AIRLINE PROBLEMS – No refunds will be given for storms, airline delays, airline cancellations, illness, or other factors relating to your visit.
18. The Casita is 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.

Please fill out the information below and sign, I agree to all terms and conditions of this agreement:

Signature: _____ Date _____

Full Name (Printed) _____

Full Address: _____

Country: _____

Phone Contact: _____

Emergency Name & Phone Contact: _____