

Baja Beach House Vacation Rental Agreement

Lease, made this _____ day of _____, 200__, by All American Property Investments located at 43513 Ridge Park Drive, Temecula, CA 92590 and _____ of _____, hereinafter referred to as the "Guest".

This lease shall begin on _____ at _____ AM/PM and end on _____ at _____ AM/PM, occupying the Baja Beach House located at 81 Playa in the San Antonio Del Mar Estates, hereinafter referred to as the "Premises". **A \$20 fee** will be charged for any check in after **7pm** and a **\$40 fee** after **9pm**. Check-out is by **10:00 AM** on the day of your departure. Late check-outs are subject to an additional night's charge if prior written approval by Alisa Goldman is not given. Please drop your keys in the lock box located on the front gate or arrange to meet the Property Manager for a check-out inspection.

Guest has agreed to pay \$ _____ per night, for a total rent fee of \$ _____. Guest is also paying a pet fee of \$ _____ for _____, booking fee of \$ _____, a cleaning fee of \$ _____ and has/has not opted to have usage of the garage during their stay for a fee of \$ _____. Payment must be paid in full before arrival date.

Guest has paid a security deposit in the amount of \$ _____. Guest is aware that any damages or missing items will be deducted from this deposit. The deposit minus any fees will be refundable within 21 (twenty-one) working days after departure.

The Baja Beach House has a maximum occupancy of 16 people. Violation of the maximum occupancy provision will result in immediate termination of this lease with NO REFUND.

Guest assures All American Property Investments that:

1. They will observe all conditions and terms of this Lease as to maintaining the Premises in good order and appearance and will conduct themselves in a manner not offensive to neighbors.
2. That any Guest who violates any of the terms of this Lease shall be immediately denied occupancy and shall remedy and damages or other expenses which are caused by the Guest and/or Guest's invitees.
3. Any Guest who is found using drugs or allows others to use drugs on the Premises will be immediately denied continued occupancy at these Premises.
4. Guest and/or their invitees shall not disturb, annoy, endanger, or inconvenience neighbors or the Premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the Premises.
5. Guest agrees that during the term of this Lease that he/she will keep the Premises clean and free of trash, garbage, and other waste: and all pipes, wires, glass, plumbing and other equipment and fixtures in the same condition as at the beginning of the Lease.
6. No smoking is permitted in the Premises.
7. No more than three cars will be parked on the Premises or in front of any of the neighbor's premises. Extra vehicles need to be parked by Guard Shack. **The garage can be rented for an additional fee to park one vehicle. Excess vehicles will be towed away at your own expense.**
8. Nothing will be lost or damaged from the Premises.
9. Power is unpredictable in Mexico and there will be no refunds for power outages.
10. Children need to be kept away from balcony railings.
11. Tile is slippery when wet, Guest will use caution.
12. No fireworks, against Mexico Law and you will forfeit your security deposit
13. No personal items to be flushed down the toilets, **maintenance fees** will apply if necessary.
14. There will be a charge of \$25 if house keys are not returned and \$25 if the pool key is not returned.
15. **Any undisclosed pets will result in forfeiture of your entire deposit.**
16. It is the Guest's responsibility to make sure they are not bringing the beach with them into the house. The showers clog easily from the sand and you will be responsible for any clogs.

It is important that you realize that this is a private rental home and not a hotel. Unlike a hotel, we do not have immediate service if there is something not working. That is why it is important that you address these issues with the Mexico Managers during the initial walk-thru. In the event that something does get broken or need repair, chances are it will not get fixed during your stay if you are only there a few nights. In Mexico, parts are not readily available and the time it takes to get things done is much longer than we are use to in the USA. We ask that you please be patient when we do try to fix something, we will try our best to take care of it in a timely manner.

Guest acknowledges, agrees, and represents that they understand that occupying a private home and using interior and exterior areas including common areas, and the entering and exiting such home, room or areas involves certain risks and dangers including risks and dangers of injury to persons, or damage to property, including risks and dangers of serious bodily injury, including permanent disability, paralysis and death (“risks”); these Risks and dangers may be caused by Guest’s own actions or inactions of the Guest’s invitees, dependents, charges, guests, any person holding under Guest, or trespassers while the Guest is occupying the Premises, the condition of the Premises or the weather.

Guest hereby expressly, knowingly and freely assumes all risk of liability of any kind, or for any injury to or death of persons, or damage to property of guest or any other person, from any cause whatsoever, foreseeable or unforeseeable, resulting from the use, occupation or enjoyment of the Premises by Guest, Guest’s invitees, dependents, charges, guests, or any person holding under guest, persons acting on Guest’s behalf, or trespassers, and Guest hereby releases and discharges All American Property Investments from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the negligence of the All American Property Investments or otherwise. Guest agrees that All American Property Investments shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of guest or any other person, from any cause whatsoever, foreseeable or unforeseeable, resulting from the use, occupation or enjoyment of the Premises by Guest, Guest’s invitees, dependents, charges, guests, or any person holding under guest, persons acting on Guest’s behalf, or trespassers. Guest hereby further agrees to defend, indemnify, protect and save harmless All American Property Investments from all liability whatsoever including without limitation, liability claimed by any person or entity, for any and all real or claimed damage or expense, injury, damages or loss of property by theft, vandalism or malicious mischief, injury or death to any person, from any cause whatsoever, from all liens, claims and demands arising out of the use or enjoyment of the Premises and its facilities, any repairs or alterations which guest may make or cause to be made upon the premises and any claims against All American Property Investments by any of Guest’s invitees, dependents, charges, guests, or any person holding under guest, persons acting on Guest’s behalf, or trespassers or contractor of Guest. The foregoing obligation of Guest to indemnify releases shall survive the expiration or earlier termination of the term of Guest occupancy and shall include all costs of legal counsel and investigation, together with other costs, expenses, and liabilities incurred in connection with any and all claims of damage, actions, suits, or proceedings to which All American Property Investments may become involved by reason of the Guest having visited Mexico. Guest further covenants not to sue All American Property Investments.

By signing below, Guest declares that they have read all of this agreement in its entirety, fully understand the terms, understand that by signing it, they have given up substantial rights on their own behalf and if applicable on behalf of the Guest’s minor child or minor for whom they have responsibility. Guest further declare that they have signed this agreement freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Guest Name (Printed) _____
Signature _____ Date: _____
Signed at _____ at _____ am/pm

Guest Name (Printed) _____
Signature _____ Date: _____
Signed at _____ at _____ am/pm

Representative for All American Properties _____ Date _____