

# Rental Agreement

## 214 Boroncana, Aruba



*Hi there! Thanks for booking your holiday at Canaruba! We've been advised that it is important that we make it clear what we are offering to and expect from people renting our home. Having said that, it doesn't exactly suit our friendly and down-to-earth personalities, so we'd like to take this opportunity to apologize for all the legal terminology you're about to read through! Should you have any questions or concerns at all, please feel free to just ask – we're happy to discuss any of it with you. Thank you for your patience - and before you arrive we'll send you the FUN document that will give you lots of ideas and suggestions on things to do at and around Canaruba.*

This Short Term Rental Agreement (the "Agreement") is made by and between Patrick Heffron ( the homeowner), the on-site property manager (together the "Host") and \_\_\_\_\_ ("Guest") as of the date last set forth on the signature page of this Agreement.

### Guest Information

*Help us get to know you so we can make your stay as enjoyable as possible!*

Name \_\_\_\_\_

Arrival Date \_\_\_\_\_  
Please include flight # and time if known

Departure Date & Time \_\_\_\_\_

Home Address \_\_\_\_\_

Phone Number(s)  
Day \_\_\_\_\_  
Evening \_\_\_\_\_  
Mobile \_\_\_\_\_

eMail Address \_\_\_\_\_

# of Adults in Party \_\_\_\_\_

# of Children in Party \_\_\_\_\_

Names of All Adults \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unless otherwise agreed to, the check-in time shall be 4pm and checkout shall be 11pm. Please advise us of your flight details once they are known and we will do our best to accommodate your needs.

### Rental Property Information

*Where and what are you renting!?*

The property is located at 214 Boroncana, Aruba (the "Property"). The Property is furnished and includes the items listed in Exhibit A to be reviewed by the Guest upon arrival and departure.

The Guests' personal property shall be at the risk of the Guest. The Host shall not be liable for any loss or damages to the Guests' property or to the Guests or other occupants arising from any act by the occupants or by any other person whomsoever or any other cause whatsoever.



## Exhibit A Property and Contents

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*The list below is to help you plan your packing, with the knowledge of what is already at Canaruba. It also helps us to confirm that everything is there for you, and for the next guest. We understand that sometimes accidents happen - please let us know as soon as you are able so we can do our best to arrange it for the next guest.*

While the Host makes every effort to ensure that description of the Property is accurate, the Guest accepts that minor differences between photograph, illustration and/or text used and the Property may arise. The Host reserves the right to alter furniture, fittings, amenities, or facilities, either advertised or previously available, without prior notice to the Guest. In addition to the furniture, the following items are confirmed to be available for use by the Guest and in satisfactory condition. The Guest will be responsible for replacing or repairing missing or damaged items, or if applicable reimbursing the Host for the cost of replacement or repair. For some items (those which are more likely to be damaged or misplaced) we have indicated on here the replacement cost so that there is no surprise later if they are lost or damaged.

### Living Area

- Air Conditioner & remote control
- Television & remote control
- Atari game system (priceless :o)
- Chromebook laptop (\$500)
- Portable BOSE bluetooth speaker (\$300)
- Wifi signal booster (\$300) - plugged in under table

### Bedrooms & Bathrooms

- 3 x Air Conditioner with 3 x remote controls
- 2 x Television & 2 x remote controls
- Pillows & Bed linens for all of the above
- 2 Beach Towels per guest (\$75 for each dark blue)
- 2 sets of Bath Towels per guest (Lacoste \$50 each ; others \$10 each) (set = bath towel, hand, face)
- Shampoo, Conditioner, Body Wash
- 2 Hairdryers (\$75)

### Sunroom

- Small beach umbrella (\$50)
- Frisbee (\$20)
- Throwing ball (\$40)
- Beach Chairs - including 2 Tommy Bahama chairs (\$200 each)

### Kitchen

- Toaster
- Blenders (1 full, 1 smaller)
- Coffee maker (1 full, 1 single cup)
- Miscellaneous containers, serving dishes, cookware
- Miscellaneous kitchen utensils
- Assorted plastic glasses for pool area
- Wine glasses
- Plates/ bowls/ glasses / cutlery
- Pots and pans
- Margaritaville Machine
- Portable cooler
- Games: Jenga, Cribbage, Cards

### Major Appliances

- Fridge
- Gas Stove
- Dishwasher
- Microwave
- Washer
- Dryer
- BBQ & Propane tank

*We apologize for the high cost of replacements, but it is due to the fact that most of these items are not available in Aruba and require transportation to replace them.*

By initialling below, the Guest confirms that each of the above have been confirmed to be available for use by the Guest and in satisfactory working condition:

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Guest Initial (at arrival)

## **Exhibit B**

### **Guest's Responsibilities**

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Guests and members of the Guest's party are responsible for taking care to ensure that the Property and contents are maintained in good condition, that the Property is kept in a clean and sanitary manner. The Guest shall notify the Host of any concerns or repairs necessary upon moving in. The Guest must advise the Host of any damage caused as soon as it occurs. Damage, replacement or additional costs will be paid for first from the security deposit and the Guest is responsible for any costs above the security deposit. Excessive mess or failure to abide by the no pets or no smoking rules which requires the Host to incur additional cleaning costs shall be paid by the Guest and the cost shall be deducted from the security deposit. If damage is found after check out and has not been reported, the full repair/replacement charges will be levied without exception.

The Guest is advised to obtain adequate travel insurance that covers all risks including but not limited to, illness, accidents, injuries physical or otherwise and any loss due to crime. The Host is not liable for any illness, accidents or injuries physical or otherwise or any loss due to crime sustained by the Guest or a member of the Guest's party or their guests.

The Guest shall ensure that the alarm system is turned on when leaving the Property.

The Guest shall avoid overloading or improper use of the washer or dryer.

The Guest shall avoid overloading the fridge and ensure that it is properly closed at all times.

#### **Use of the Property**

Unless prior arrangements have been agreed to, the number of persons using the Property must not exceed the number stated in the Guest Information above and the Guests listed in the Guest Information must be the only guests that stay at the Property. Failure to comply may result in additional guests being turned away or the entire party may be subject to eviction at their own expense and without refund of any kind.

No pets are permitted on the Property.

Smoking is not permitted on the Property, inside or outside.

*We would ask that you respect these rules for the future use of the property by other guests or the homeowners who have allergies and asthma.*

The Guest shall not use or permit the use of the premises for any illegal, immoral or improper purposes. The Guest shall not make or permit to be made any act that would be detrimental to the property or premises or the peace and comfort of the inhabitants of premises in the vicinity.

*Please respect our neighbours so that others may enjoy Canaruba the same way we know you will!*

Unless prior written permission is obtained from the Host, the Property shall not be used for any function or event.

The Host or the Host's representative shall have the right to enter the premises, after asking the Guest when reasonable, during all reasonable hours for purposes of repairs, maintenance or inspection.

## Utility Usage

*Utilities can be expensive in Aruba and excessive usage of electricity could cost us more than the rent you are paying. In order to protect us while still giving you the flexibility to enjoy all the benefits of Canaruba, we have provided an "allowance" that should be sufficient to cover typical usage for the week. (This is pretty standard in all rentals in Aruba, although you will find many that have lower allowances.) This allowance should allow you to run the bedroom air conditioners at bedtime until the morning when set for 21 °C (with the doors closed). FYII - The hot water tank is gas, not electric.*

The Guest shall be responsible for any additional utility costs beyond the US\$100.00 / week (US\$15 per night) allowance included in the rental and agrees that any additional cost shall be paid out of the security deposit. If the utility usage exceeds the amount of the security deposit, the Guest agrees to pay the Host for the additional amount owing.

Upon arriving at the Property and immediately prior to departure, the Guest agrees to initial the form below:

	<b>Meter Reading at Arrival</b>	<b>Meter Reading at Departure</b>	<b>Usage</b>	<b>Cost</b>
Date & Time	_____	_____		
Electricity Meter	_____	_____	_____ @US\$0.30 per kWh electricity	US\$ _____
	_____	_____		
	Guest Initial (at arrival)	Guest Initial (at departure)		
			<b>Total Utility Cost Incurred</b>	<b>US\$ _____</b>
			Less Allowance	(US\$100.00)
			<b>Balance Owing*</b>	<b>US\$ _____</b>

Although we are not charging for water usage, this is also expensive - and precious - in Aruba, so your efforts to conserve water would be very much appreciated.

*\* As this is an allowance and we have set the allowance at an amount that should more than cover typical usage, any unused amount will not be refunded, but we do thank you for your conservation efforts!*

## **Exhibit C**

### **Cancellations**

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#### **Cancellations**

##### *Cancellation by the Guest*

*We hope you understand that by guaranteeing your reservation we are also not renting it out to anyone else, so if you cancel we ask that you honour your commitment to us - and we will do our best to help you recover what you have paid if we can find someone else for the same period.*

The initial deposit of 50% of the total rental charge is refundable up to 31 days prior to the start of the reservation, less any fees incurred by the Host to provide the refund (ie: wire transfer or chequing fees). Final payments are nonrefundable for cancellations received 30 days or less prior to the first date of occupancy. If final and full payment is not received 30 days prior to the reservation start date, the Host reserves the right to offer the Property for rent to other parties and the Guest deposit is forfeited. Guests are encouraged to purchase their own travel insurance which may provide coverage for cancellations within the 30 day period prior to the reservation.

Cancellation by the Guest for any reason must be in writing and addressed to the Host (email is acceptable provided the Guest receives confirmation back from the Host confirming receipt). The effective date of cancellation is the date written notification is received and acknowledged by the Host.

The Host will attempt to rent the Property to other guests for all or part of the rental period on a best-efforts basis. This may include reducing the rate significantly. If the Host is able to rent the Property, the Host shall reduce the payment made by the Guest less any costs incurred to make such arrangements and/or provide the Guest with a refund of all or part of their rental or deposit.

##### *Cancellation by the Host*

*We would only cancel your reservation if the Property was unavailable for reasons beyond our control.*

In the unlikely event the Host must alter or cancel the rental specified herein, the Host will inform the Guest as soon as possible and, if requested, will try and arrange alternative accommodation of a similar type and standard in a similar location. If the alternative holiday accommodation is not acceptable or available, the Host will refund in full all amounts paid, or as an alternative allow the Guest to book the Property for another period. In either event the Host shall have no further obligation to the Guest.