

Birds of Paradise Condominiums – Rent Direct

Rental Agreement established between.....
Hereinafter called the Owner, and
Hereinafter called the Renter/Tenant. Both parties submit and agree to the following:

CLAUSES

ONE: Rentals of Condos will require a deposit, at time of signing, for the first and last month's rental payments in advance, on a **non-refundable basis**, as per the monthly rent posted on the BOP Condo Rental Web Site (www.birdsofparadisecondos.com). A damage deposit of \$500 USD will also be required, in advance, upon signing of the contract (see Article FIVE). Owners/Renters will have the flexibility to negotiate lowered rental terms and cancellation policy **only in the case of rentals exceeding four-month duration.**

TWO:

- a) The Owner Rents Condo Unit #..... located at Birds Of Paradise, 100 Libramiento, San Antonio, Tlayacapan to the Renter/Tenant. The property will be used exclusively for residential use.
- b) The Renter/Tenant agrees not to sublet the said property, or any part of it.
- c) The Renter/Tenant agrees not to make any changes whatsoever to the said property and make timely notification to the BOP Office Manager of any damages, equipment failures or breakdowns.
- d) The Renter/Tenant agrees to keep the said property in the same good condition as received and return it in the same condition at the end of the rental period, thereby meeting all obligations imposed on renters by the Civil Code; and return all contents (electrical appliances, major appliances, fixtures, furnishings, etc belonging to the Owner, which is part of the real estate in the same condition at the termination of the rental of said property.
- e) The Renter/Tenant will be held liable for damages suffered by the real estate caused by the Renter's/Tenant's fault or negligence, or that of his employees or servants. The Owner is not responsible for damage to any of Renter's/Tenant's personal property due to acts of God, robbery, or any other reasons beyond the control of the Owner.
- f) The Renter/Tenant agrees to completely empty the said property of his personal possessions and vacate it at the end of the agreed upon rental period.

THREE: A monthly rental term covers a four-week period or as mutually agreed upon by the Owner and the Renter/Tenant to start on and end on..... .

FOUR: The Owner commits not to impede in the use of the Condo, unless due to urgent and necessary repairs as well as in the case of any **flagrant abuse** of the BOP Condominium BY-LAWS which will be made available upon arrival to each Renter/Tenant

FIVE: The Renter/Tenant will pay for all long distance telephone calls as well as the costs of a local Internet provider service, if required. An advance deposit of \$500 US\$ (as indicated in article ONE), will be required upon signing of this Rental Agreement. This deposit will be returned to the Renter/Tenant no later than three months after the termination of this rental agreement, after all long distance phone bills, damage and any missing inventory items have been deducted and or replaced

SIX: The Owner shall pay for TV and electrical bills; cover the costs of the basic monthly local phone bill (100 outgoing calls), as well as all repairs needed by those installations. Weekly Maid service is available and can be negotiated with Owner.

SEVEN: Renter/Tenant shall permit Owner or authorized representative to enter said premises at all reasonable times, for the purpose of maintaining said property.

EIGHT: In case of any controversy concerning the text or understanding of this Rental Agreement, a Spanish translation will be the binding contract. For all legal purposes, this contract is signed before the following witnesses (see below). The parties specifically renounce any other jurisdiction other than the Courthouses of the City Of Chapala, Jalisco, even though they may have moved to another location.

Dated at

THE OWNER

THE RENTER/TENANT

WITNESS

WITNESS