

CASA PALERMO – RENTAL AGREEMENT

Name:	Number of guests (4 max.):
Address:	Email:
	Home Telephone:
	Cell:

This ____ day of _____ in the year of 20____, John and Carolyn Brzezinski, 2234 Asbury Ave., Evanston, IL 60201 USA, hereinafter called the Owner and _____(print), hereinafter called the Renter, for the considerations hereinafter named AGREE as follows:

Renter hereby rents on a short-term basis from the Owner the vacation rental property known as Casa Palermo and located at Acuna De Figueroa esq. Soler, Buenos Aires, Argentina, for the period beginning at 3:30 p.m. on _____, 20__ and ending 11:00 a.m. _____ 20__ for the rental amount of _____(\$_____)

This agreement shall take effect when accompanied by a deposit in the amount of 50% of the rental amount, plus any bank transfer or PayPal fees, and executed by the Owner. Payment, of the deposit and/or balance due, shall be in the form of a check drawn on either a U.S. or Canadian Bank. Or, Renter may forward deposit or balance due in the form of a wire transfer, however Renter agrees to pay all bank transfer fees. Or, Renter may forward deposit and/or balance due by PayPal (i.e. Visa, Mastercard, etc.), however, Renter agrees to pay an additional 3.5% PayPal transaction fee on the amount so paid.

The following monies are due one month [30 days] before the check-in date:

Remainder of rental amount \$_____. (50% of rental amount)

Bank wire transfer fees (if applicable) \$_____

3.5 % PayPal transaction fee (if applicable) \$_____

Security Deposit \$ 500.00

Payments shall be made payable to John Brzezinski and mailed to 2234 Asbury Avenue, Evanston, IL USA 60201, or made via PayPal, or via wire transfer.

CANCELLATION: In case of cancellation, deposit and/or rental amount is refundable only if Owner can re-rent the townhouse for the same time period. Owner will return security deposit to Renter immediately upon receiving Renter’s cancellation notice.

The undersigned Renter acknowledges that he/she is at least twenty-five years of age and has read and agrees to all the terms and conditions on page 2 of this agreement.

AGREED on the date first stated herein.

Dated: _____ (Guest)

Dated: _____ (Owner)

CASA PALERMO – RENTAL AGREEMENT – TERMS AND CONDITIONS

The number of Guests (Renter and those in his/her party) shall not exceed the number of Guests identified in this rental agreement, but no more than four. If more people are found to occupy premises than on the rental agreement, the renter will forfeit the security deposit. Subletting is not permitted. The rental is not intended for parties or gatherings, at any time, of anyone except for the Renter and his/her guests.

No pets are allowed on the property. Casa Palermo is a non-smoking accommodation. Smoking is not allowed anywhere on the property. The rental does not include long distance or international telephone service. You will need a calling card to make long distance or international calls.

Renter agrees to leave the premises in the same condition as found and to leave all keys on premises upon departure. The charge for lost or unreturned keys is \$50 US. Renter agrees not to divulge the key safe security code to any third party other than the guests of the Renter staying at Casa Palermo under the terms of this agreement.

Check-in time is after 3:30 p.m. -- Checkout time is before 11:00 a.m. Renter will be charged additional rent equal to one day's rent if the premises are not vacated by 11:00 a.m., unless otherwise agreed upon in advance with the Owner.

Renter is responsible for the care of the premises, appliances and furnishings and for any and all damage by negligent or wrongful acts caused by the Renter or his/her guest(s). Renter agrees to pay for any damages or missing items as well as any excess cleaning fees. Security Deposits will be refunded after inspection and cleaning of the property, no later than 30 days from date of departure. If Owner makes a claim for damages, Renter will be notified by mail, facsimile, or email.

The Owner strives to maintain the property in good condition and will arrange for appropriate repair and/or replacement as soon as possible under prevailing circumstances. The Owner does not warrant any refund of rental monies stemming from: (1) breakdown of any appliances/devices/utilities, (2) power outages, (3) adverse road and/or weather conditions, (4) construction taking place in the area, (5) accommodations not suiting the Renter's individual/personal taste. The Renter and his/her guests use the premises at their own risk. The Owner shall not be held liable nor otherwise responsible in any way for injury to any Renter or guests that is caused or permitted to be caused by the intentional or unintentional acts of Renter and/or guest(s), or by the failure of structures, appliances, furnishings, and/or other equipment, whether by malfunction, misuse, acts of God/nature, and and/or are otherwise naturally occurring. No guarantees are expressed nor implied regarding the fitability/suitability/compatibility of materials utilized in the construction of the property and/or its contents. The Owner shall not be held liable nor otherwise responsible in any way for allergic reactions, caused or permitted to be caused by materials utilized in the manufacture of the premises and/or its contents, nor from mold and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to appliances, linens, carpeting, utensils, furniture, fixtures, and/or equipment. By endorsing this Agreement, Renter hereby agrees to forever hold-harmless and indemnify Owner from any liability/responsibility arising therefore. With the exception of exterior furniture, if any, located in the patio or terrace, furniture shall not be removed from the building and/or exposed to the elements. Renter shall not put any feminine products in the toilets or bidet. Renter shall not pour grease down any drain – a grease pot is provided under the kitchen sink.

A Cleaning Fee of \$25 US is included in the weekly rental amount. Cleaning is defined as vacuuming, dusting, straightening furniture, and washing and re-installing bed linens. Cleaning will be done immediately after Renter's departure. If Renter is staying longer than one week, cleaning will be done weekly. If Additional Cleaning Services are requested or necessary, the Renter agrees and understands that the additional cost for such services shall be deducted from the Security Deposit and agrees to pay any excess amount within 10 days of receiving an invoice from the Owner. Note: Dishwashing is not included in the Cleaning Fee.

Casa Palermo is equipped with an ample supply of linens, dinnerware, tableware, glassware, cookware, and cooking utensils. Towels and dishtowels are provided. Clean bed linens are provided at the beginning of your stay, but not changed during your stay, unless your stay exceeds one week. If your stay exceeds one week, the house will be cleaned on weekly and bed linens will be changed. Renter understands and agrees that cleaning person may perform cleaning duties during the occupancy and Renter agrees not to restrict access to the townhouse. Toilet paper, dish soap, laundry detergent, hand soap, and garbage bags, are supplied, however, they will not be re-supplied during your stay, unless your stay exceeds one week, in which case, they will be re-supplied by the cleaning person.

Certain areas of the rental unit are reserved for the use of the Owner for storage of personal items and the Renter agrees not to trespass. These areas are not for use by the Renter and that Renter may not force entry of such under penalty of trespass. These areas are generally behind locked doors and/or locked cabinets.

The Owner or his agents or employees shall have the right to enter the property at reasonable hours for the purpose of making repairs or inspections.

This agreement imposes an obligation of good faith in its performance and enforcement. Renter understands that upon violation of any conditions, agreements, restrictions, covenants, and obligations of this Agreement, the Owner may terminate this Agreement and enter the property by force or by statutory proceedings, in which case any and all moneys paid by the Renter to the Owner will be forfeited by the Renter as liquidated damages in addition to, but not in lieu of, any other right or remedy available under law.

Renter or his/her guests shall not disturb neighbors with loud noise or music, or unlawful, unsafe, pollution causing behavior, burn candles, burn incense, or smoke on the property. Should Renter allow, or participate in, such behavior, Renter shall forfeit the security deposit. Renter and his/her guests shall not use or bring unto the property any illegal controlled substances, firearms, fireworks, or items hazardous to persons or property.

Lost and found: If Renter leaves something and needs to have it returned, arrangements will be made for the cleaning service to package it and return it. The cost of this service will be deducted from your security deposit. The charge is \$20 per hour, plus shipping costs.

Renter's signature _____ Date _____

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