



## SHORT OR LONG TERM RENTAL LEASE AGREEMENT FOR VACATION PROPERTIES

This **Vacation Rental Lease or Rental Agreement** ("Agreement") made on \_\_\_\_\_, is **between the ("Owner" or "Landlord")**, by and **through Vacaxions** ("Landlord's Agent" or "Agent" or "Manager") **and collectively:**

\_\_\_\_\_,  
with Passport or INE/RFC Number(s) \_\_\_\_\_, **(must attach copy of ID)**  
issued in Country(s) \_\_\_\_\_,  
and with current address of \_\_\_\_\_,  
City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_,  
**"Guest(s) and/or Resident(s) or Tenant(s)"**. (\*Photo I.D. Will need to be provided at signing)  
Others staying in the Property (not signing this lease): \_\_\_\_\_

### The "Property or Premises or Unit".

**The Owner agrees to lease the described Property below to the Guest(s) or Tenant(s)**, and the Guest(s) or Tenant(s) agrees to rent from the Owner.

Residence Type:  Apartment  House  Condo  Bedroom  Other: \_\_\_\_\_  
Physical Address: \_\_\_\_\_, City, \_\_\_\_\_  
Bedroom(s): \_\_\_\_\_  
Bathroom(s): \_\_\_\_\_  
Other rooms/areas: \_\_\_\_\_

### Parking.

The Landlord: (check one)

- Shall provide \_\_\_\_\_ **parking space(s) to the Resident and/or Guest free of charge.**  
The parking space(s) are described and located: \_\_\_\_\_.
- Shall provide \_\_\_\_\_ **parking space(s) to the Resident and/or Guest for a fee of MX\$\_\_\_\_\_ to**  
be paid  at the execution of this Agreement and for long term lease  On a monthly basis in  
addition to the rent. The parking space(s) are described as and located: \_\_\_\_\_.
- Shall **NOT provide parking to the Resident and/or Guest.**

Hereinafter known as the "Property or Premises or Unit"

**Now, therefore, the parties hereto agree to the following agreement:**

## I. AGREEMENT

### 1. Lease Terms

- 2). **The Resident and/or Guest shall have access** to the Premises under the terms of this Agreement **for the following time period:** (check one only)
- 3).  - **Short Term Lease (up to and under 29 days)**. The Resident and/or Guest shall be allowed to occupy the Premises starting \_\_\_\_\_, 20\_\_\_\_ at **3:00pm (Check-in/Move in time)** and ending \_\_\_\_\_, 20\_\_\_\_ at **11:00am (Check-out/Move out time)**.
- 4).  - **Long term (30 days or longer)**; The Resident and/or Guest shall be allowed to occupy the Premises starting on \_\_\_\_\_, 20\_\_\_\_, at **3:00pm (Check-in/Move in time)** and ending upon written notice from Guest(s) or Tenant(s) of at least 30 days or on \_\_\_\_\_, 20\_\_\_\_ at **11:00am (Check-out/Move out time)**. **This lease term option is treated as a Month-to-Month lease based upon an inspection of the Property performed**

Vacaxions Manager Initials:

Resident/Guest Initials:

by The Manager or Owner every 2 months if lease is up to 6 months long; Or every 3 months if lease is longer than 6 months. A notice of at least 24 hours will be given to the Resident and/or Guest from the Manager to perform the inspections.

## 5. Cancellation Policy

- 6). **If the Guest or Resident cancels the rental reservation/agreement with more than 15 days prior to the start of the rental period, the Owner an/or Manager shall refund the rental fee and taxes, less a MX\$2500.00 cancellation fee. If the Resident and/or Guest cancels the rental within 14 or less days of the start of the rental period, the Owner and/or Manager shall retain the entire rental fee and taxes.**

## 7. Holding Over

- 8). **Resident and/or Guest acknowledges that Owner and/or Manager must arrange in advance for the labor and services required in order to prepare the Property for a new occupant, and that if Resident and/or Guest fails to vacate the Property by 11am "(Check-out/Move out time)" on the final day of the lease term it will cost Owner and/or Manager time and money in rescheduling, delay in preparing the Property for a new occupant and other things that are difficult to precisely put a price on. Resident and/or Guest agrees to pay liquidated damages of MX\$2500.00 or 20% of the total lease price whichever is greater for every and each day that Resident and/or Guest remains in possession beyond the date and time specified in this agreement under Lease Terms.**

## 9. Price Terms

- 10).  - **Short Term Lease;** Total Fixed Amount for the stay without other added fees (see below for Total if applies). The Resident and/or Guest shall be required to pay the Owner through Vacaxions or Manager MX\$\_\_\_\_\_ for the total Lease Term ("Rent"). The Rent is due at the execution of this Agreement, or at time of booking.
- 11).  - **Monthly Amount;** The Resident and/or Guest shall be required to pay the Owner though Vacaxions or Manager MX\$\_\_\_\_\_ in equal monthly installments for the Lease Term ("Rent"). The Rent is due at the execution of this Agreement, at time of booking and on every renewal thereafter which is due every 1st day of the Month under the following forms of payment: **Certified Funds Like Cash, Cashier Check, Money Order, a deposit to a Vacaxions bank account or Under a Channel Management Website; all of which are accepted forms of payment.**
- 12). **The first month's prorated rent, if any, is MX\$\_\_\_\_\_.**
- 13). **Other fees applicable to Agreement;** The Manager and/or Owner requires the Resident and/or Guest to pay the following fees at the execution of this Agreement: (check all that apply)
- 14).  - Cleaning Fee: MX\$\_\_\_\_\_
- 15).  - Taxes (IVA): MX\$\_\_\_\_\_
- 16).  - Parking Fee: MX\$\_\_\_\_\_
- 17).  - Other: \_\_\_\_\_ MX\$\_\_\_\_\_
- 18).  - Total for Rent: MX\$\_\_\_\_\_

## 19. For Long Term Leases

- 20). **A lease set-up fee of MX\$2,000.00 is required at lease signing. This fee is to establish the Resident's and/or Tenant's account which includes lease file, resident manual, and notary stamp and/or signature, and is non-refundable.**
- 21). **It is expressly understood and agreed that failure to pay rent due on or before 5:00 pm on the 1st (FIRST calendar day of the month) constitutes a material breach of this Lease entitling Landlord to issue a demand for compliance or possession in accordance to Mexican Law and to charge tenant an administrative late fee of M\$1000.00. This fee will be chargeable against the Resident and /or Guest security deposit if it is not paid when incurred.**

## 22. Cleaning/Damage Security Deposit

**If applicable, The Cleaning/Damage Security Deposit is meant to secure Owner and/or Manager against any damages Owner and/or Manager may incur in connection with any breach, nonperformance or other action by the Resident and/or Guest in connection with this Agreement.**

The Resident and/or Guest shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

- 23).  - **No Security Deposit: There is no deposit required for the security of this Agreement ("Security Deposit").**

Vacaxions Manager Initials:

Resident/Guest Initials:

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- 24).  - **Security Deposit:** MX\$\_\_\_\_\_ (“Security Deposit”). **The Resident or Guest shall pay a cleaning/damage/security deposit to the Owner and/or Manager for the faithful performance of the Resident/Guest under the terms and conditions of this Agreement.** The Guest(s) and/or Resident(s) must pay the Security Deposit at the execution of this Agreement **by the form of cash or bank deposit/transfer and when lease is over and under the terms of this agreement, it will be refunded the same form to the Guest and/or Resident.**
- 25). Unless Resident or Guest is otherwise notified by Landlord, **the Security Deposit will be held by Vacaxions.** Resident or Guest will not be paid interest on the deposit, and, as permitted by Law, any interest earned on the funds shall be the property of the Owner and/or Manager from the time the interest, if any, accrues.
- 26). **The Security Deposit shall be returned to the Resident or Guest within 3-7 days if a short term lease or within 20-30 days if a long term lease and after the end of the Lease Term, less any itemized deductions if any provided there are no damages to the property.**
- 27). **If the Resident/Guest leave the property in the same condition as when originally occupied, the refundable deposits will be returned in a timely manner,** after final inspection, which will occur after property is vacated and keys have been returned to the Manager.
- 28). **This Security Deposit shall not be credited towards any Rent proceeds.**
- 29). **For Long Term Leases; 30 or more days,** advance written notice must be given to the Owner and/or Manager giving the specific date the unit will be vacated and cleaned and the property can be shown to prospective tenants within 30 days prior to departure, at a time convenient to both parties.
- 30). **Any personal property that remains within the unit or on the property grounds after 3:00PM on Move Out Day will be deemed abandoned, removed and disposed of at the Resident’s and/or Guest’s expense.**
- 31). **In the event that cleaning and repair cost exceed the deposit amount and the Resident and/or Guest causes the damage, Resident and/or Guest will be responsible for additional cost, this includes remediation for smoke, for pet cleaning or any other cleaning or maintenance item needed at the property after check-out/move-out.**
- 32). **The things chargeable against the deposit are,** by way of example and not limited to, unpaid rent, costs of repair or mediation of Resident and/or Guest damages to the premises, any administrative or other fees in addition to rents due under any provision of this Lease Agreement.
- 33). **All rents and other charges for the full term of the Lease Agreement have been paid.** Resident and/or Guest has no right to treat the Security Deposit as prepaid rent or as the last month’s rent.
- 34). **The full term of this Agreement has expired and the Premises are completely vacated and possession surrendered.**
- 35). **Resident and/or Guest further understands and agrees that for leases with 30 or more days, in addition to any other requirements, all of the conditions in Sections 36) to 42) below must be met in order for Resident and/or Guest to receive a full refund of the balance of the security deposit.** Items in this section are specific obligations of Resident(s) and/or Guest(s) with Long Term leases in place however, it could apply to Residents and/or Guests with Short Term Leases if the Property is not well cared for.
- 36). **All payments due have been made.**
- 37). **All keys have been delivered to Owner and/or Manager**
- 38). **All utility bills paid through the end of Lease term.**
- 39). **Pet excretions have been removed from the premises, if applicable.**
- 40). **All of the Premises inclusions, including but not limited to the range, exhaust fan, refrigerator, bathroom fixtures, windows, mirrors, closets, light fixtures, cabinets and cupboards, furniture, decor etc. are clean and with the allowed normal wear and tear.**
- 41). **All floors are clean and free of stains and/or sand.**
- 42). **There are no burns or spots on upholstery, or indentations or scratches in doors or furniture if the unit was rented furnished.**
- 43). **It is understood that in the event damages exceed the amount of the Security Deposit, Resident and/or Guest is liable for such balance and agrees to promptly pay any such amount due upon notification of the amount owed.**
- 44). **The Owner and/or Manager shall fully account for the security deposit and tender a refund of any amount owed to Resident or Guest within 3-7 days if a short term lease or within 20-30 days if a long term lease and after termination of the Lease or surrender and acceptance of the Premises by Manager and/or Owner whichever occurs last.**
- 45). **Any Security Deposit refund will be by deposit made to ONE PERSON ONLY as approved by the parties, in writing.**
- 46). **If Resident and/or Guest tenders to Landlord a “No Account”, “Insufficient Funds” or “Bad” payment for any reason, a handling charge of ONE THOUSAND MEXICAN PESOS (MX\$1000.00), as well as accumulated late fees, shall be assessed and shall be paid by Resident and/or Guest together with the original payment amount due in certified funds. If not paid when incurred this fee will be chargeable against Tenant’s security deposit.**

Vacaxions Manager Initials:

Resident/Guest Initials:

Tenant acknowledges and agrees that all monies received by Vacaxions or Manager will be applied first to non-rent obligations of Tenant, including but not limited to: security deposit, late fees, returned BAD ACCOUNT fees, utilities, or any maintenance charges due by Resident or Tenant, with the balance applied to rent, regardless of any notation on the payment made. Resident or Tenant may be charged the late fee specified above if an unpaid rental balance results from this order of application of payments.

## II. USE OF PROPERTY.

### 47. Intended use of the Premises

48). *The intended use of the Premises for either short term (under 29 days) or on a long term (30 days or more) lease is for residential occupancy only.*

49). *The Residents and/or Guests shall use the property for vacation or residential purposes only and shall not use the property for any commercial or business purposes with the following restrictions.*

### 50. Smoking

51).  IS NOT permitted inside the property.  Permitted ONLY in the following areas: \_\_\_\_\_.

52). *This includes any type of smoke with no limitations to incense, cigarette smoke or any other smoke that could produce any smell and "smoke" inside the Property. If the Resident and/or Guest is found to have been smoking inside the Property, this Agreement and any Security Deposit shall be forfeited and the Resident/Guest will be charged with a MX\$5000.00 Lease Violation fee plus any additional cleaning fees that the property requires to remediate the smoke problem.*

### 53. Pets

54).  Are allowed and the Resident or Guest shall have the right to have \_\_\_\_\_ pet(s) on the Premises with a maximum limit of \_\_\_\_\_ pounds per pet.

55). Pet(s) Name: \_\_\_\_\_ Breed/Type: \_\_\_\_\_  
Color: \_\_\_\_\_ Age: \_\_\_\_\_

56). *If allowed, for the right to have pet(s) on the Premises, the Owner and/or Manager shall charge a fee of MX\$\_\_\_\_\_ that is refundable unless there are damages to the Property related to the pet.*

57).  ARE NOT permitted at this property. This includes and has no limitations to cats, dogs, birds and any other domesticated or no-domesticated animal.

58). *If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited*

59). *The Tenant is responsible for all damage that any pet causes on top of a MX\$5000.00 Lease Violation fee, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense and pay for the cleaning and remediation of hair, dog waste or stains that arise in the property.*

### 60. Guests

61). *The total number of Guests staying in the property shall be limited to no more than \_\_\_\_\_ (\_\_\_\_\_) individuals, including children. No other persons shall be permitted to occupy the property without the prior written consent of the Owner or Manager on Writing.*

62). *If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Manager and/or Owner and the Resident and/or Guest will be liable to pay MX\$5000.00 as a lease violation fee.*

### 63. Cleaning

64). *Resident and/or Guest shall at their own expense and at all times maintain the Property in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good as condition as received, normal wear and tear excepted. If unit is unclean or damaged, deposit will not be returned until the costs to correct the condition can be ascertained.*

65). *The Guests and Residents are to be responsible for any damages to the property caused by their actions or the actions of their invitees unless it is proven that was made by natural or nature causes.*

66). *If property needs more than regular cleaning, Guest and/or Resident will pay the extraordinary cleaning fee which will be charged for items such as dishes not being washed, stain on sheets or blankets, additional garbage or sand/dirt left at the property etc.*

67). *If the Premises qualifies for a "deep or extraordinary clean" due to the amount of "wear and tear" from a party or large gathering, a fee of MX\$5,000.00 ("Extraordinary Cleanup Fee")*

Vacaxions Manager Initials:

Resident/Guest Initials:

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shall be charged at the end of the Lease Term. The Party Cleanup Fee may be deducted from the Security Deposit.

- 68). **The Residents and/or Guests shall dispose of all waste material** generated during the Lease Term under the strict instruction and direction of the Manager, Owner or Association where the property is located.
- 69). **Vacaxions offers cleaning services that can be purchased at [www.vacaxions.com](http://www.vacaxions.com)**, prices varies per property and service, if interested, check the website.
70. **Quiet Hours**
- 71). The Landlord requires: (check one)
- 72).  - **No Quiet Hours.** There are no quiet hours. However, the Tenant must reside on the Premises with respect to the quiet enjoyment of the surrounding residents.
- 73).  - **Quiet Hours.** Quiet hours begin at \_\_\_\_:\_\_\_\_  PM and end at \_\_\_\_:\_\_\_\_  AM each night. **Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.**
74. **Illegal Activity**
- 75). **The Resident and/or Guest shall use the Premises for legal purposes only.** Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or **illegal sexual behavior** shall **cause immediate termination of this Agreement with no refund of pre-paid Rent.**
76. **Assignability**
- 77). **Guest and/or Resident are not allowed to assign this agreement or sub-lease unit.** All persons must be approved by the Manager and/or Owner and sign their own agreement prior to tenancy. Any person(s) occupying unit without Owner or Manager approval or permission will be subject to eviction as per and by Mexico's law. Guest and/or Resident will be responsible for any damages and rents due to Manager and/or Owner that result from an unapproved occupancy. **Any purported assignment or sub-lease without the express consent of Owner or Manager is null and void and shall constitute a violation of the lease.**
78. **The following conditions may, if violated, be cause for eviction**
- 79). **Creating excessive noises and/or disturbances** in or around the unit.
- 80). **Failure to keep both inside and outside of property in orderly condition**, including debris, junk or trash, etc.
- 81). **Guests are permitted but must not stay with Resident or Guest for a period exceeding 1 night** over the course of one month without written permission from the Owner or Vacaxions.
- 82). **Manager and/or Owner notifies Resident and/or Guest, in writing, that Owner and/or Manager is dissatisfied with care of property** and Resident and/or Guest fails to remedy the problem.
- 83). **Resident and/or Manager breaches other express conditions not allowed by this lease including but not limited to any violation of law.**

### III. INCLUSIONS/EXCLUSIONS, UTILITIES & INSPECTIONS

84. **Furniture**

- 85). Please check one of the following: The Premises  Are NOT Furnished  Partly or Fully Furnished. **If any furniture is included, an inventory list is attached to this lease.**

86. **Keys**

- 87). **The following keys or codes have been provided:**

- 88). Front Door:  Fob/Card  Key  Code\_\_\_\_\_, Garage or Parking Spot:  Fob/Card  Key  Remote, Storage Unit:  Key  Fob/Card, Clubhouse/Pool area  Key  Fob/Card Code \_\_\_\_\_  Other keys or access codes to the property including WIFI Passwords if any.

- 89). **Resident and/or Guest shall not change or install additional locks without consent of Manager and/or Owner.** If Resident and/or Guest changes locks or installs additional locks, Manager and/or Owner may hire a locksmith in order to gain entry and may return all entrances and locks the condition they were in at the time Resident and/or Guest took possession of the property. All services and work in connection shall be payable by Resident and/or Guest without demand when incurred by Manager and/or Owner.
- 90). **A lockout fee of MX\$1500.00 will be due and payable** to Owner and/or Manager at time of service for responding to lockout calls if Resident and/or Guest requests Owner and/or Manager

to respond to the premises due to a lost or missing key. ***This does not apply to unusable or faulty key fobs or electronic door locking systems.*** The parties agree that the charge becomes due as soon as Manager and/or Owner dispatches someone to respond regardless of if the request is then canceled by Resident and/or Guest prior to service agent actually arriving to unlock the door. ***The fee is due without demand when incurred. Tenant understands that if Landlord is not available, Tenants must contact a locksmith at Tenant's risk and expense.***

91). ***A MX\$2,000.00 charge (per device) for lost garage door openers/remotes and a MX\$1,000.00 charge (per key) for lost or replaced keys is applied.***

92). ***Keys cannot be copied*** without prior consent from Vacaxions, Manager and/or Owner.

### 93. Utilities

94). ***The Owner and/or Manager shall be responsible for all utilities and services to the Premises EXCEPT for the following:*** \_\_\_\_\_

95). ***Resident and/or Guest is liable and responsible to pay on time all the bills*** for the utility services mentioned above.

### 96. Move-In Inspection

***To verify the good condition and use of the property, Long Term Lease Resident's and/or Guest's shall carry out, either by itself or through an intermediary, an inspection of the property together with The Manager upon arrival and departure.***

Before, at the time of the Resident and/or Guest accepting possession, or shortly thereafter, the Manager and ***Tenant shall:*** (check one)

97).  - ***Inspect the Premises*** and write any present damages or needed repairs on a move-in checklist.

98).  - ***Shall not inspect the Premises*** or complete a move-in checklist

### 99. Landlord Inspection

100). ***The Landlord has the right to inspect the Premises with prior notice as in accordance with this agreement.*** Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately. The Resident waives all rights to process if they fail to vacate the premises upon termination of the rental period. ***The Resident shall vacate the Premises at the expiration time and date of this agreement.***

### 101. Right of entry

102). ***In the event of an emergency or other situation requiring hasty response to secure or protect the property from damage*** or to mitigate damage already sustained Owner and/or Manager and those authorized by Vacaxions may enter without notice at any time such situation or circumstance should arise.

103). ***Manager will notify Resident and/or Guest within 24 hours*** or as soon thereafter as practical under the circumstances that entry was made, by whom and the reason or circumstance necessitating entry and the action taken. ***In all other circumstances the Manager and/or Owner has the right to enter upon the leased Premises for any reasonable purpose upon twenty four (24) hours' notice*** which may be given in any form reasonably calculated to communicate it to Resident and/or Guest. As used here "reasonable purpose" shall include but not be limited to ***entry to inspect for damage or to perform any repairs or improvements or to show the property to potential renters, investors or buyers.*** Such repairs or improvements may be carried out at any reasonable time without an appointment after Resident and/or Guest is notified of the need for such work or visit.

104). ***A request by Resident and/or Guest for any maintenance, repair or other service that requires entry shall relieve Manager and/or Owner of the notice requirement with respect to entry by Manager or those authorized or contracted by Manager and/or Owner for purposes of addressing the Resident and/or Guest request.***

105). ***Notice may be given by phone call, by leaving a message on a phone number the Resident/Guest previously provided to Manager, email or any other means reasonably believed to put Resident and/or Guest on notice that entry will be made at the specified time.***

106). ***Resident and/or Guest understands that Manager and/or Owner usually will commence showing the Premises to prospective Resident and/or Guest up to 30 days before the expiration of the term, but may show the Premises to prospective residents, guests, purchasers or lenders at any time.*** Manager and/or Owner has the right to place a sign or signs and/or a lock box on the Premises at any time. ***Manager may record the condition of the Premises for records or marketing purposes*** in any form and with any data storage and retrieval device specifically including but in no way limited to photographs and video recordings or any other type of imaging and all such recordings may be shared with the Owner of the property and may be used in any mediation or legal proceeding.

107). ***In the event Resident's and/or Guest's possession is terminated prior to the expiration of this Lease due to default or violation by Resident and/or Guest, the Resident and/or Guest***

shall remain responsible for the rent and all other sums due until the expiration date of this Lease subject to the duty of Manager and/or Owner to attempt to re-rent the Premises and mitigate damages. Manager and/or Owner may re-rent the Premises at a periodic rate lower than what Resident and/or Guest is paying and Resident and/or Guest shall be liable for the difference for the remainder of the term of this Lease, Unless Manager and/or Owner approves the lease ending by means to secure the property.

#### IV. MAINTENANCE:

##### 108. Notification

- 109). *It is the Guest/Resident responsibility to notify the Manager of any maintenance needed which may pose a hazard to the property, as well as the Guest/Resident's health and safety in writing by emailing it to help@vacaxions.com. Make verbal requests for emergencies only by calling the Manager at +52-984-100-9634, 24/7.*
- 110). *If no notice is given, Resident/Guest may be held responsible for the damage.* Without limitation, the Resident/Guest accepts responsibility for the costs, including labor, of repairs to air conditioning, appliances, minor plumbing repairs if issues with these are related to Guest and/or Resident, *if said repairs are a result of carelessness or negligence on part of the Resident/Guest.* Resident/Guest accepts all responsibility for all costs associated with plumbing or sewer backups in all lines within the premises, defined as all lines within the legal boundary of the premises that is not maintained by a government entity. *It is Resident/Guest responsibility to keep foreign objects out of sinks and toilets.* In the event Resident/Guest shall fail to provide any necessary maintenance in a timely fashion, as the occasion requires, Manager/Owner shall be entitled to take the necessary action and charge Resident/Guest for the cost and expense involved. Resident/Guest will be billed for the expenses described above, and those charges if not paid will be charged against the Security Deposit.
- ##### 111. Trip charges
- 112). *If Manager or a repair service person is unable to access the property after making an appointment, by phone call or posting notice with Resident and/or Guest to complete the repair, Resident/Guest shall pay any time and/or gas/car usage incurred by the technician performing the visit.*
- ##### 113. Alterations or repairs made by Resident and/or Guest
- 114). *Resident/Guest may not repair, or cause to be repaired any condition, regardless of the cause without the Manager's and/or Owner's written permission.* All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of the technician, will be at the Manager's or Owner's sole discretion. Manager and/or Owner may require advance payment for repairs, which Resident/Guest is liable. If Resident/Guest fails to promptly reimburse Manager any repair costs that Resident/Guest is obligated to pay, Resident/Guest will be in default. *All costs for repairs that are made necessary by abuse or neglect of the property by the Resident/Guest or their visitors will be subject to an additional 10% surcharge payable to the Manager and/or Owner.*
- ##### 115. Upkeeping
- 116). *The Resident/Guest shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner.* The Resident/Guest shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Manager as being immediately habitable by the next Resident/Guest. *The Resident/Guest shall pay for maintenance and repairs should the Premises be left in a lesser condition.* The Resident/Guest agrees that the Manager and/or Owner shall deduct costs of said services from any Security/Cleaning Deposit prior to a refund if Resident/Guest causes damage to the Premises or its furnishings.
- ##### 117. Manager/Owner Responsibilities
- 118). *The Owner/Manager shall be responsible for the following maintenance/repair duties during the term of this lease, however the Resident/Guest shall be responsible to pay additional charges for any of the items below if the repairs are made necessary by the abuse or neglect of the property by the Resident/Guest or their guests.*
- 119). *Manager/Owner agrees to maintain the following items:*
- 120). Repairs to the exterior of the premises.
- 121). Repairs to air conditioning units, appliances, wiring and plumbing facilities.
- 122). Repairs or replacement of furniture or items that were included in the original lease agreement and that for any reason need repair or replacement.
- 123). *The washing machine, clothes dryer, microwave, and dishwasher (if applicable) are provided as a courtesy and are not subject to immediate maintenance or replacement should failure occur.*

- 124). *The Owner/Manager is not responsible for loss of perishable items due to refrigerator malfunction.*
- 125). *After receiving the maintenance request the Manager/Owner shall have a reasonable time to repair, considering the nature of the problem and the availability of materials, labor, and utilities. Any delay of repairs shall not release the Resident/Guest from the obligation of paying rents when due nor shall the Resident/Guest be compensated for down time of appliances or use of their home.*
- 126). **Pest control**
- 127). *Resident and/or Guest shall maintain the premises in a clean and orderly condition to avoid attracting pests. Resident and/or Guest shall within 24 hours of discovery report to Manager any pest infestation, apparent infestation or suspected infestation.*
- 128). *Manager and/or Owner shall be responsible for treatment/remediation of any pest infestation that involves pests such as termites, carpenter ants or other pests that if such pests within the structure itself.*
- 129). *Manager and/or Owner shall be responsible for reasonable measures to treat/remediate any pest infestation of which Manager and/or Owner has notice or as otherwise if may be required.*

**V. COVENANT TO ABIDE BY LAWS, RULES AND HOA REGULATIONS**

**THIS PROPERTY  IS or  IS NOT within an owner's association and subject to covenants, rules and other regulations.** The name of the Association is: \_\_\_\_\_

- 130). *Resident and/or Guest shall abide by all laws, rules and regulations issued by any governmental body having jurisdiction over the Premises. While on the premises, Resident and/or Guest shall not violate any code, ordinance, or statute or regulation promulgated by any government or government agency.*
- 131). *Neither shall Resident and/or Guest allow others to commit any such violations, nor shall Resident and/or Guest or cause, allow or maintain any public nuisance on the Premises. Resident's and/or Guest's covenant to abide by all laws specifically includes anything that could cause an unreasonable risk of damage to the premises. Resident and/or Guest specifically covenants not to make or suffer others to make any unlawful, improper, noisy, or otherwise offensive or objectionable use of the Premises, nor to do or permit anything therein or in connection therewith to cause annoyance or discomfort to other tenants or neighbors.*
- 132). *Resident and/or Guest agrees that the Premises, inside and out, shall always be maintained in a neat, clean and orderly fashion and free of damage. Resident and/or Guest further covenants that the behavior and conduct of Resident and/or Guest and all persons Resident and/or Guest invites onto or permits to remain on the premises shall at all times be proper and not objectionable to a reasonable person. This requirement includes but is not limited to abiding by all laws and HOA governing documents as specified above and abiding by the Manager's and/or Owner's own rules as specified in this lease.*
- 133). *Public or Police violations. In addition to any fines imposed by any government agency on the property, Resident and/or Guest may be assessed a \$2,500.00 administrative fee per occurrence for any police calls to the Premises for noise, unruly behavior criminal activity by Residents and or Guests, their guests or invitees or similar occurrences. Manager and/or Owner may terminate this Lease Agreement in the event that police are called to the Premises as a result of conduct by the Resident and/or Guest or invitees.*
- 134). *Any owners' association fines levied as a result of Tenant's actions shall be Tenant's responsibility.*
- 135). Home Owners Association Documents attachments are part of this rental/lease agreement  
 Yes  No Manager Notes: \_\_\_\_\_

**VI. GENERAL**

- 136). **Binding Agreement**
- 137). *Once the Resident and/or Guest has received a signed copy of the Lease. Upon Vacaxions and/or Manager signing, the lease becomes a legal binding contract.*
- 138). **Quiet Enjoyment**
- 139). *The Resident and/or Guest, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. Resident and/or Guest is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.*
- 140). **Possession**

**Vacaxions Manager Initials:**

**Resident/Guest Initials:**



- 141). If the Manager and/or Owner is unable to deliver the Premises to Resident and/or Guest on or before the commencement of the Lease as set forth above, for whatever reason, including a previous Tenant's failure to vacate, Manager and/or Owner shall not be in default hereunder. In any such event, Resident and/or Guest agrees to accept possession of the Premises at such time as Manager tenders the Premises to Resident with appropriate rent abatement until possession, however, Resident and/or Tenant may terminate Lease without defaulting, it must be in writing, if possession is not delivered within 2 (Two) days of the commencement of the term stated in this Lease Agreement. Routine cleaning, painting and/or minor repairs shall not be deemed as a failure of Manager to deliver Premises. Resident and/or Guest waives any right to collect damages from Manager and/or Owner as a result of Manager's failure to deliver possession on the date specified.
- 142. Leases & Renewals**
- 143). This Lease may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together shall constitute one and the same Lease.
- 144. Rent Increases**
- 145). Manager and/or Owner must give at least 30 days advance written notice to Resident and/or Tenant of any pending rent increase after the original lease period.
- 146. Modification to this agreement**
- 147). Any modifications to this Lease must be in writing and agreed to by both parties in writing.
- 148. Personal disputes**
- 149). The Manager and/or the Owner has no responsibility for resolving disputes or conflicts between tenants and their neighbors, whatever the nature of those disputes.
- 150. Resident/Guest Insurance**
- 151). Guest and/or Resident acknowledges that the Manager's and/or Owner's insurance does not cover the loss of Guest's and/or Resident possessions due to theft, accident, or other causes. Guest and/or Resident is advised to obtain their own liability insurance.
- 152. If Property Becomes Uninhabitable**
- 153). If for any reason the Premises becomes completely uninhabitable Owner and/or Manager may but shall not be obligated to immediately terminate the Lease thereby releasing Owner and/or Manager, and all Resident and/or Guest of all obligations and further performance.
- 154. Death of Tenant**
- 155). If any Resident and/or Guest deceases during the term of this Lease any remaining Tenant(s) shall assume all Tenant obligations under the Lease as if the deceased had not been a party to the Lease.
- 156). If a Tenant deceases and there are no other Tenants, Manager and/or Owner shall have the right to immediately terminate the Lease and to retake possession of the Premises. Owner's and/or Manager's expenses for any moving and/or storage costs for the deceased's personal property shall be an obligation of the deceased's estate and shall payable upon notice of the amount due. All rent accrued until the time Manager and/or Owner has actually regained possession shall also be an obligation of the estate.
- 157. Sale of the Premises**
- 158). In the event that the Premises is sold, transferred or otherwise conveyed, Manager and/or Owner will give the Resident and/or Guest notice of such conveyance and will transfer all of Landlord's rights under this Lease to the new Owner or Manager including prorated rents, last month's rent, (if any) and security deposits as stated on this instrument, and upon such transfer Owner and/or Manager shall be released from all further obligation or liability in connection with this Lease Agreement. The new Landlord will receive an accounting of all moneys held or due and it shall be the new Landlord's responsibility to convey such accounting to Tenants. Upon such sale, Resident and/or Tenant agrees to look solely to the successor Landlord or Manager for satisfaction of all claims relating to Landlord's obligations hereunder, including for a return of any security deposit. Upon the transfer of title of the Premises to a subsequent owner, Resident and/or Tenant agrees that Owner and/or Manager shall be released from any further liability.
- 159. Dues from Resident/Guest(s)**
- 160). All amounts due from Resident and/or Tenant are payable without demand when incurred: All rents are due as stated without demand. All other charges under this lease, including any administrative fees or charges for repairs or maintenance required for any reason other than ordinary wear and tear or any other amount owed by Resident and/or Tenant pursuant to this Lease Agreement are due and payable upon notice to Resident and/or Tenant of the charge and

without demand. All payments from Resident and/or Tenant will be applied in the following order regardless of any notation on any payment instrument or any language purported to be an accord: 1) non-rent obligations of Resident and/or Tenant, including but not limited to: security deposit, late fees, returned check fees, utilities, or any maintenance charges due from Resident and/or Tenant and; 2) rent. Resident and/or Tenant may be charged the late fee specified above if an unpaid rental balance results from this order of application of payments. Failure of Manager to collect such fees at the time they are incurred shall not release the Resident and/or Tenant from liability for them.

**161. Indemnification**

**162).** The Guest and/or Resident shall indemnify and hold the Owner harmless from any claims, damages, or expenses arising out of their use of the property.

**163).** Resident and/or Tenant covenants to indemnify and hold harmless Manager and/or Owner for and against any and all liability, arising from injury during the term of this lease to person or property, occasioned wholly or in part by any act or omission of Lessee, or of the guests, employees, assigns of Lessee.

**164. Landlord's Liability**

**165).** The Resident and/or Tenant and any of their guests hereby indemnify and hold harmless the Owner and/or Manager against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Resident and/or Guest expressly recognizes that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Residents and that Residents should purchase their own insurance if such coverage is desired.

**166. False Information**

**167).** Any false or incomplete statement or information provided by the Resident/Guest to secure this agreement shall be cause for Manager to terminate this lease and regain possession of the premises and to recover all damages including future rents incurred as a result of Resident's and/or Guest's breach.

**168. No Withholding of Rent**

**169).** Unless expressly allowed by Owner and/or Manager, Resident and/or Guest may not withhold rent or offset against rent for any reason.

**170. Severability**

**171).** In the event any portion of this Lease shall be found invalid or unenforceable, the remaining provisions shall continue in full force and effect to the extent possible in keeping with the finding of invalidity.

**173. Possessions.**

**174).** Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Manager and/or Owner shall make every reasonable effort to return the item to the Resident and/or Guest. If claims are not made within 10 days, the Landlord shall be able to keep such items to sell or for personal use.

**175. Governing Law.**

**176).** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, Mexico, and any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Mexico. All payments and transactions under this Agreement shall be made in Mexican Pesos, and any exchange rate fluctuations or currency conversion fees shall be borne solely by the parties making or receiving the payment. The parties agree that any payment made in a currency other than Mexican Pesos shall be deemed to have been made in Mexican Pesos at the prevailing exchange rate at the time of payment.

**177. Entire Agreement.**

**178).** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by both parties.

***This Lease, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Lease. No alteration of or amendment to this Lease shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.***

**I/WE, \_\_\_\_\_,  
state that I/We have read all provisions of the foregoing lease, that I/We have asked all**

questions I/We have concerning the lease and that those questions have been answered to my/our satisfaction, that I/We understand all terms of the lease, including my/our responsibilities under the lease, that I/We have had the opportunity to consult with the attorney or other professional adviser of my choice concerning the lease, and that I am signing the lease of my own free will.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year below written. I/WE HAVE READ, UNDERSTAND, AND HAVE BEEN FURNISHED A COPY OF THIS LEASE AND ALL ATTACHMENTS IF ANY. I/WE UNDERSTAND AND AGREE WITH THE PROVISIONS CONTAINED IN THE DOCUMENTS.

Short & Long Term Sample Lease  
Vacaxions

Resident(s) or Guest(s)

VACAXIONS MANAGER

Full Name(s): \_\_\_\_\_

Manager/Agent Name: \_\_\_\_\_

Signature(s): \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Date of Signing: \_\_\_\_\_