

## TENANTS' CONTRACT

All Guests staying at Villa Tropical's apartments agree to the following rental agreement terms and conditions:

This rental agreement is between Villa Tropical Inc. and the Building Owners it represents, and All Villa Tropical Guests, hereby referred to as TENANT.

### **TERMS AND CONDITIONS:**

**REFUSAL OF SERVICE:** The Villa Tropical management reserves the right to refuse service to anyone at any time.

**RESERVATION DEPOSIT:** A deposit is due immediately to secure the reservation - \$300 for studios and 1-bedroom units, \$500 for 2-bedroom units and \$700 for 3-bedroom units. The deposit will be no less than the cost of two nights stay to rent an apartment.

**SECURITY DEPOSIT:** The Security Deposit is stipulated on your confirmation invoice and is no less than your reservation deposit. The Security Deposit and Balance are due upon arrival. The Security Deposit amount will be held and refunded in its entirety (minus any processing charges) approximately 2 weeks following departure, if no damage was incurred.

**CHECK IN:** Check-in time is 3pm. Be sure to double check your itinerary – immediate access to your unit for an early morning arrival time will require booking the preceding night stay.

**CHECK OUT:** Check-out time is 12pm noon. Before departing, PLEASE WASH ALL DISHES AND TAKE GARBAGE OUT. If we wash them, you will be charged a minimum \$30 service charge. Please do your best to leave the apartment in the same shape it was when you arrived. An extraordinarily lengthy cleaning required upon your departure will incur a \$20 hourly charge.

**PARKING:** Parking is available for only ONE car per one and two-bedroom units; three bedroom units have two parking spaces. Additional cars & visitors' cars must be parked off premises. In rare occasions an additional space can be rented for \$10/day. The Villa Tropical is not responsible for vandalism to cars on or off premises.

**GARBAGE:** Garbage receptacles are located on the street side corners of each property. Garbage is to be removed from the apartments daily. WE RECYCLE - Help us protect the environment by separating your waste products, glass, plastic and aluminum cans. To reduce garbage, we encourage you to toss your meat and seafood scraps in the ocean. It attracts shellfish and helps lessen the amount of garbage. Ants and other insects can be a problem in tropical climates. To avoid problems, keep counter tops and floors free of crumbs, clean and remove dirty dishes promptly, and remove garbage daily.

**NO SMOKING:** Absolutely NO SMOKING inside the units. Violators will be fined \$100 for cleaning services. Ashtrays are available at the Villa Tropical office for use outside the apartments.

**LINENS/FURNISHINGS:** Linens and bathroom towels are provided free of charge. You should bring your own beach towels. Beach towels are available for sale from the Villa Tropical office. Linens and inside towels may not be removed from the apartments or used at the beach. All furnishings must remain INSIDE the apartment. Do not transfer pots, pans, utensils, etc. between units. Lost or destroyed towels charge: \$10 - \$30; Lost or destroyed sheets and linens charge: \$40 – 60 per set. Lost or destroyed other property, furnishing or appliances inside the room charge \$50 - \$2000. Please notify the office immediately of any damages or if any appliance is in need of repair.

# VILLA TROPICAL, INC.

Oceanfront Apartments on Shacks Beach  
326 Bo. Bajuras, Isabela, PR 00662  
PH: 787-872-7172 FX: 787-872-6116

[villatropical@aol.com](mailto:villatropical@aol.com)  
[www.villatropical.com](http://www.villatropical.com)

**PETS:** NO PETS (including dogs that live here) allowed in apartments AT ANY TIME. Charge for violation is \$100/day. Do not feed dogs on decks (though on the beach is fine). If you fall in love with a stray and want to adopt – you can do so through the local Pet Vet and PAWS program – ask at the General Manager's office.

**AIR CONDITIONING:** Operating costs for A/C in Puerto Rico can exceed 3x the operating costs for similar square footage in the US. Therefore A/C units MUST BE TURNED OFF except when tenants are physically present in the room. Windows and doors must be closed when the A/C is in use. If they are left running all day, condensation will render them ineffective in the evenings when you most want A/C.

**LAUNDRY FACILITIES:** Tenants may use the washers & dryers between 8am & 8pm. Read instructions in laundry room before using machines. To conserve water and the electric bill, please do full loads only, once a week and use automatic settings.

**GENERAL USAGE:** Tenants are fully responsible for themselves, their children and their guests. Only registered guests are permitted on premises. Parties are not permitted. Visitors Day-use Fee: \$15/person/day or partial day. Under no circumstances may more than twice the number of people staying in an apartment be present on premises at any time. Occupancy is limited to the Tenants and authorized guests as dictated by the apartment size and capacity and confirmed in advance with Villa Tropical Reservations. Unauthorized guests are subject to a guests charge \$25/person/day or partial day. Unauthorized overnight guests charge is \$100/per person/per night. Tenants may neither create nor allow their guests to create noise that disturb other tenants at any time and especially between 10pm & 7am. Tenant is advised that the property may contain a gas grill and will seek help from management if the proper operation of such items is not fully understood.

**ILLEGAL SUBSTANCES:** Use or possession of illegal drugs is strictly prohibited. Violators will be required to vacate the premises immediately without refund. Tenant agrees that fireworks and other hazardous materials shall not be used in or around the property.

**THOROUGHFARE:** Under no circumstances is Villa Tropical or the properties it represents to be used as a thoroughfare. Only registered guests are permitted on the property. Tenants may not provide beach or pool access, parking or equipment storage to unauthorized guests.

**DAMAGES:** If the apartment unit or property has been damaged as a result of misuse, neglect, or accident, then the cost for all repairs, including parts/articles, labor fees, legal fees, attorney's fees, etc. needed to restore the property to the original condition when the Tenant rented the property will be charged to Tenant. If damage(s) exceed the Security Deposit amount, the Tenant agrees to pay the difference in full including legal fees and attorney fees required to enforce this agreement.

**THEFT/VANDALISM:** Neither Villa Tropical, its Agents or Building Owners, are responsible for theft or vandalism on or off premises. To reduce the risks of theft or vandalism, please lock the apartment when leaving the property. Keep street gates closed at all times.

Villa Tropical, its Agents and Building Owners assume NO responsibility for lost, or damaged item(s) that belong to Tenants or visitors and guests. This includes losses resulting directly or indirectly from natural events such as floods, storms, hurricanes, or other 'Acts of Nature'. In incidents such as fire, loss of power (beyond our control), a breakdown of equipment or machinery, acts of war, strikes, theft, pilferage, epidemics, quarantines, or cancellation of airline travel, or any similar incident, Villa Tropical shall not be responsible for any additional expense or losses sustained by the Tenant(s) as a result of such incidents or occurrences.

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**LIABILITY:** Tenants are fully responsible for themselves, their children, and people in their party, whether authorized or otherwise, with respect to and use of the ocean, decks, patios and pools. Shacks Beach can have very strong currents and can at times be very dangerous. There is no lifeguard, and waves and currents sometimes create extremely hazardous conditions. Tenant agrees to have a responsible adult supervising minors while they swim in the pool. Villa Tropical, its Agents or Building Owners will not be liable for any mishap whatsoever involving the ocean or for the pools located on the premises. Your decision to stay at Villa Tropical constitutes acceptance of the preceding statement.

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless Villa Tropical, its Agents and Building Owners against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

**OWNER ACCESS:** The owners or their agents will have the right of access to the apartment during your stay. Entry will not be made without cause. Cause will include A/C units left on or with windows or doors open, excessive noises, odors, smoke, or other conditions deemed inappropriate by owner or their agents or in violation of the rules herein. If access is required, Owners or their Agents will knock before entering.

**EQUIPMENT STORAGE:** Tenants may not store sporting equipment (surfboards, kites, etc) on the apartment decks or grass areas. Sporting equipment is not to be stored inside the apartments. There is secure storage available as directed by Villa Tropical General Management.

**BOARD REPAIR:** Board repair, use of fiberglass, resin, or sandpaper is not permitted in the apartments or on any decks or terraces on the premises. Board repair may be made in the areas near the trash receptacles.

**RENTAL EQUIPMENT:** If you rent or borrow Villa Tropical property such as a surf board, kayak, or snorkel gear, please sign them out from the office. Report any lost or damaged equipment to the office. Clean all borrowed or rented equipment with fresh water before returning it to the office.

**CLEANING SERVICES:** A weekly cleaning is provided by management for stays of 14 days or longer. Supplemental cleaning services are available for a fee. Coordinate with General Manager's office.

<p><b>CANCELLATIONS:</b> Notification of cancellation must be made in writing or by confirmed email. With more than 4 weeks notice (30 days): full refund of deposit minus processing fees; with less than 4 weeks' notice, if we rent the unit to another guest for the duration of your original booking: full refund of deposit minus processing fees; More than 1 week notice, if we rent a portion of the timeframe: prorated refund of deposit minus processing fees. Less than 1-week notice: no refund of deposit. If you depart early, you will be charged for the full reservation. There shall be no refunds of rent due to shortened stays or ruined expectations because of weather conditions, outages, flight cancellations or family or business emergencies.</p>
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Please contact the General Management of Villa Tropical at 787-872-7172 or ([villatropical@aol.com](mailto:villatropical@aol.com)) if there are any problems. We hope you enjoy your stay and solicit your suggestions to help make future visits for all Guests more pleasant. Thank you for choosing Villa Tropical.