



Vista Hermosa Estate

www.vistahermosaestate.com

Dave@VistaHermosaEstate.com

Phone: (909) 322-0931

Rules and Policies

Payment Policies

- **PAYMENT** – An initial payment equal to 25% of the total amount listed in this agreement is required within 3 days of signing this agreement to lock in your dates and confirm your reservation. This initial payment will be applied towards the total amount due. A 2nd payment of 25% is due 90 days after signing this agreement. The balance of the rent is due 60 days before occupying the property. If any payments are not received within 10 calendar days of each payment's due date, Vista Hermosa Estate reserves the right to cancel the reservation and withhold any refunds for previous payments made. All amounts in this agreement are denominated in US dollars.
- **CANCELLATIONS** – If the client cancels a reservation more than 9 months before their arrival date, they have two options. 1st option - they can receive a 50% refund. 2nd option – the client has the option to redirect their funds to a different reservation date at Vista Hermosa within a year from their initial arrival date. However, this new date may come with a higher rate. Cancellations for Thanksgiving, Christmas, and New Year's weeks are non-refundable. Cancellations less than 9 months from the arrival date will result in no refund of amounts paid. Early departure does not warrant any refund of rent.
- **TRAVEL INSURANCE RECOMMENDATION**
We highly recommend purchasing comprehensive travel insurance for your trip. Refunds will not be provided for any unforeseen circumstances that may render the villa unusable or uninhabitable, including but not limited to natural disasters (e.g., hurricanes, floods, earthquakes, volcanic activity), events often termed as acts of God or nature, and other disturbances. This also extends to situations like threats or acts of terrorism, civil unrest, virus or disease outbreaks, labor strikes, transportation disruptions, nearby construction or municipal roadwork noises. Late arrivals or early departures, regardless of the reason, are also non-refundable. To protect your investment, consider travel insurance that offers broad coverage, including trip cancellations for any reason.
- **PAYMENT METHODS:** We will provide instructions for making a bank deposit using Bank Wire, Direct Deposit, or through Zelle. We also accept credit cards from Visa or MasterCard via PayPal, 2.9% will be added to cover PayPal processing fees.

Rules & Regulations:

CHECK-IN time is after 3:00 P.M. and **CHECKOUT** is before 10:00 A.M. However, we will attempt to work with your arrival and departure times.



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USE OF THE RESIDENCE: The rental of the Residence is intended to be solely for residential vacation uses. Any use other than the authorized use entitles Vista Hermosa Estate to terminate this Agreement and, in such case, the Client shall immediately vacate the Residence. In this case, there will be no refunds of the price paid for the rental. The same consequence shall occur in the case of any breach of any other term of this Agreement by the Client or any visitor or guest. The Residence includes swimming pool facilities. The use of such facilities is intended only for adults and for children under the responsibility and direct permanent supervision of a responsible and capable adult. Additional guests not staying at Vista Hermosa invited by the Client to congregate during the day must have prior written consent from Vista Hermosa Estate before arrival.

The Residence includes verandas, stairs, external gardens, walkways, and other features that required the exercise of proper care and caution by users. The Client understands the normal risks associated with such features and therefore the use of said features is under the responsibility and liability of the adults using them or of the adults allowing the use of the facilities by children.

The Client agrees that doors and windows shall be closed when air conditioning is in operation and will turn off the AC units when departing the house each day. The Client is responsible for their own security while in the residence by locking doors, windows, etc. when it's prudent to do so.

MAXIMUM OCCUPANCY – The maximum number of guests staying in the Residence is limited to the number stated in the Max Occupancy description of this agreement. Additional guests over this amount are NOT allowed to stay in the Residence without prior written consent from Vista Hermosa Estate. If the maximum occupancy is exceeded without notification, the Client will forfeit their damage deposit and be charged \$85 per each additional guest, per night. Kids 4 years of age and older fall under this requirement.

GUESTS WHO ARE NOT STAYING IN THE VILLA - Our villa is designed to accommodate up to 24 guests. If the client invites guests who are not staying in the house to congregate at the villa during the day, the combined total maximum number of guests allowed is 24. Our sewer treatment plant simply cannot handle the extra usage on consecutive days. This could cause other issues such as maids not keeping up with the cleanliness, a shortage of pool/beach towels, and not having enough dishware on hand to host additional guests. This maximum amount of 24 includes guests staying in the house and those that are invited for the day. This restriction does not include the day of an event when a site fee is included in this rental agreement. There will be a \$25 fee for each additional meal prepared by our chef for guests invited for the day who are not included in this rental agreement.

OVERNIGHT GUESTS OF GUESTS - Guests staying at Vista Hermosa cannot bring additional overnight visitors who aren't included in this agreement without prior approval. If you wish to have an extra guest, you must seek permission from Vista Hermosa beforehand.



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ADDING EXTRA GUESTS TO A RENTAL AGREEMENT - Our listed rates include up to 16 guests. If the client decides to add guests to their rental agreement after a reservation has been booked, the client has the right to do so up to 60-days before their arrival date. The rate for additional guests is \$85 per person, per night. Any cost adjustments will be added to the final payment.

SUBLETTING AND ASSIGNMENT- Guests shall not sublet the entire premises or any part of the premises, nor shall they assign this Lodging Agreement to anyone else.

SECURITY DEPOSIT - A fully refundable damage deposit of \$700.00 is included in this rental agreement. The deposit is NOT applied towards the rent; however, it is fully refundable 1 week after departure, provided the following provisions are met:

- *No damage is done to the home or its contents, beyond normal wear and tear.*
- *No charges are incurred due to smoking, contraband, pets, or collection of rents or services rendered during the stay.*
- *No charges are incurred due to additional overnight guests or guests invited outside of those staying at the villa.*
- *All debris, rubbish, and discards are discarded properly.*
- *Missing Pool towels will result in a \$15 charge per towel.*
- *Missing beach chair \$50, missing beach umbrella \$125.*
- *Lost remotes (TV & Gate) will result in a charge of \$100 per remote.*
- *All charges accrued during the stay are paid before departure (food, wine, etc.).*
- *No linens are lost or damaged.*
- *No items are lost or missing.*

SECURITY – Vista Hermosa Private Estate is one of very few luxury rentals in Manuel Antonio that has contracted with a Professional Security Company to protect the property and our guests every night. Nevertheless, and in most countries, there is petty theft in Costa Rica! Vista Hermosa Estate will not be held accountable for any lost or stolen items. There is a safe in every bedroom so please use them.

NOISE ORDINANCE - Costa Rica has a countrywide noise ordinance from 10:00 pm to 6:00 am. The noise ordinance is meant to limit the amount of loud noise that might occur during these nighttime hours. Please be nice to your neighbors and respect this regulation. The nearby wildlife will appreciate it as well.

NO SMOKING – Neither smoking nor illicit drugs are permitted inside the Residence. If evidence of smoking is found, the cleaning fees will be deducted from the deposit.

PETS– Pets are not allowed in the rental property.



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LIABILITY - The Client and all guests in the party hereby, specifically and inclusively, release the Owner David Lozano, Vista Hermosa Estate, its employees, its providers and contractors, its directors and officers, any affiliates and subsidiaries, from any kind of responsibility, liability or similar claim, which may in any way, shape or form, arise from the Client, any visitor or guest of the Client whom for any reason may arrive or be present at the Property and/or the Residence at any time, arising from any accident, theft, loss, an act of nature, injury, death and in general any damage or harm which may in any way, shape or form or for any reason or cause whatsoever during the term of the rental or in any way related to this Agreement. The Client accepts that there are occasional short-lived power outages during or following storms, typical for Central America, and the owner, Vista Hermosa Estate will not be responsible for any losses or damages due to these events.

SITE FEE FOR EVENTS – In order to run an event and provide top-notch services, we must charge a site fee to cover the cost most efficiently. We charge a site fee for any event. The cost of the site fee is determined by the number of individuals in attendance.

Site Fee Conditions

The site fee includes services such as maids for the event, extra staff to move furniture, and other miscellaneous items including daytime guards, if necessary.

- *The site fee includes services such as maids for the event, extra staff to move furniture, and other miscellaneous items including daytime guards, if necessary*
- *Any type of event such as a wedding reception, welcoming party, rehearsal dinner or a day after brunch, may fall under this condition and is subject to an additional site fee*
- *The cost of the site fee is determined by the number of individuals in attendance.*
- *The maximum number of individuals attending an event including people staying in the villa is 40 guests*
- *If a site fee is added to a rental agreement, the fee will not include the following services: wedding planner, chef, officiant, servers, bartender, photographer, decorations, flowers, extra required tables/chairs, place settings, etc.; or cost of food/beverages*
- *An event/wedding planner will provide costs for the above items and services*
- *For weddings big or small, the client agrees to hire an event/wedding planner recommended by Vista Hermosa Estate*

The Site Fee will include the following

- *Maid(s)*
- *Hired help to move furniture before and after the event*
- *Daytime guard (if necessary)*

Exclusions

- *Additional events – Any type of events such as a welcoming party, rehearsal dinner or a day after brunch, to name a few, are not included in a site fee and are subject to an additional fee.*



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CHEF SERVICE – Vista Hermosa comes standard with a private gourmet chef to prepare up to 2 meals per day for the guests staying at the Villa. The cost of groceries and beverages are separate. The Chef will present store receipts to guests for the reimbursement of food costs and will have these readily available to view throughout their stay. Guests have a few options to reimburse the chef. 1st option: Guests can pay using a credit card at the end of their stay (must be only one credit card). 2nd option: Guests can reimburse the Chef in US cash dollars on a daily basis or at the end of their stay. For reservations with 7 nights or more, guests will choose one day during their stay where the chef will only prepare a breakfast for your group. Guests can enjoy dinner at one of the many fine restaurants in Manuel Antonio that evening. Lunch preparation can be added for an additional cost of \$25 per person. When planning out your meals, keep in mind that most excursions include lunch.

CHEF SERVICE FOR EXTRA GUESTS - If guests are invited for a meal who are not included in the rental agreement, the chef will charge \$25 per person, per meal for each additional guest served.

EXCLUSIVE CONCIERGE –Your private Concierge and Vacation Coordinator will contact you months in advance to assist with planning your exciting and memorable stay at Vista Hermosa Estate including transportation from San Jose Airport to Manuel Antonio, tours/excursions with only certified and experienced companies, and everything else to ensure a stress-free and memorable vacation.

DAILY HOUSEKEEPING SERVICE – Housekeeping will be provided daily (except Sunday), including personal laundry service (regular wash items), 2 days per week, and upon request.