

Bahia Pez Villa Unit #8 Ownership  
c/o Scott Elkind  
Villa Owners Representative  
1401 Leister Dr.  
Silver Spring, MD 20904  
(301) 989-0609  
[reservations@costaricaluxuryvilla.com](mailto:reservations@costaricaluxuryvilla.com)

**GUEST RESPONSIBILITY AGREEMENT**

**Person completing must be at least 23 years of age.**

*Please print responses clearly*

**Name of Responsible Guest(s)/Cardholder(s):** *Guest/Cardholder is defined as the specific Cardholder whose credit card(s) is utilized to secure reservations for the Villa and is specifically liable for all costs, losses, damages, or fines associated with their stay including individually and severally responsibility for all actions of all members of their party.*

\_\_\_\_\_

**Arrival Date:** \_\_\_\_\_ **Departure Date:** \_\_\_\_\_ (Villa rents Saturday to Saturday unless otherwise contracted)

**Number of Guests:** \_\_\_\_\_ (No more than 6 Total Occupants allowed)

**Names of Additional Guests:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Only the above-named guests are allowed to stay at the villa during the contracted time period*

**CREDIT CARD INFORMATION:**

**Card Number:** \_\_\_\_\_ (MC/Visa) **Expiration Date:** \_\_\_\_\_

**Card Holder's Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Seen and Agreed:** \_\_\_\_\_, \_\_\_\_\_ (Please Initial)

Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Cardholder's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Cardholder's Billing Address: \_\_\_\_\_

\_\_\_\_\_

I/We hereby certify that I/We are at least 23 years of age:

\_\_\_\_\_  
Guest/Cardholder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guest/Cardholder Signature

\_\_\_\_\_  
Date

As a condition to the rental of Bahia Pez Vela, Villa #8 (Hereinafter, "Villa") located in the Bahia Pez Vela Complex (Hereinafter, "Complex"), the lessor reserves the right to charge the Guest's/Cardholder's credit card for any and all Guest/Cardholder caused losses and damages sustained to the Villa through the duration of their stay of occupancy including, but not limited to, replacements, undue cleaning, eviction, service calls, service charges, fines/assessments, or other associated charges, the Owner (defined as person/entity holding an interest in ownership of the Villa) is hereby granted the right to charge the Guests'/Cardholders' credit card. An itemized statement detailing all charges will be sent via regular mail to the mailing and/or email address submitted by Guest(s)/Cardholder(s) at the time the reservation was booked. By signing this Agreement, the Guest(s)/Cardholder(s) hereby agree(s) to pay for all such charges, as both defined above and on the proceeding pages.

**SECURITY/DAMAGE AGREEMENT:**

1. Advance Reservations. A reservation made more than 60 days in advance will require receipt by the Owner of a deposit in the amount of 50% of the weekly rental fee within Ten (10) Days of making the reservation for the reservation to be booked. For such advance reservations, the balance of the weekly rental fee and a \$500.00 refundable damage deposit will be due 60 days in advance of the booked reservation. **Make Checks Payable to Scott Elkind and put the dates of rental in the memo portion of the check.** *No Damage Deposit Required if Credit Card Authorization Given.*

*Seen and Agreed:* \_\_\_\_\_, \_\_\_\_\_ *(Please Initial)*

2. Immediate Reservations (Less than 60 days from reservation date). Full payment of the weekly rental fee, a Five Hundred Dollar (\$500.00) damage deposit, and the signed Guest Responsibility Agreement must be received to book the reservation. Immediate Reservations are made on a first come, first serve basis with first receipt of the previously listed payments and signed agreement controlling to whom the reservation will be booked. **Make Checks Payable to Scott Elkind and put the dates of rental in the memo portion of the check.** *No Damage Deposit is Required with Credit Card Authorizations.*
3. All payments made 60 days from the reservation date may be made by ordinary bank check. Payments made for Immediate Reservations are to be made by certified check, wire transfer, credit card, or money order. **All payments must be accompanied by a signed copy of the Guest Responsibility Agreement.**
4. Refund Policy. Damage deposits are refundable within 30 days by Ownership Representative check sent by regular mail upon certification by the Property Manager that no damage or undue cleaning are required. No refund of rental deposits will be made if cancellation occurs less than 60 days before the booked reservation unless the Villa is re-rented for that period. If the Villa is re-rented, 75% of the deposit will be refunded by Ownership Representative check by regular mail within of receipt of the re-rental deposit.
5. Guest(s)/Cardholder(s) is/are individually and severally liable and other fully responsible for any and ALL Guest/Cardholder caused damages incurred to the Villa, including, but not limited to all adjacent structures and premises, throughout the entire duration of their stay of occupancy. This includes, but is not limited to, any of the following: intentional/negligent removal of Property Owners' personal property; willful or accidental damage to structures, premises, or Property Owners' personal property. Guest/Cardholder will be responsible for the full cost of repair and/or replacement, including all labor and materials, removal and disposal, plus taxes and surcharges, as applicable.
6. Guest(s)/Cardholders are responsible for maintaining the villa in a neat condition throughout your stay. Daily maid service can be provided at an additional cost of \$10/day if desired. It is your responsibility to put all garbage into receptacles and clean all dishes prior to your departure.
7. A Fifty Dollar (\$50.00) Replacement Fee shall be assessed for the failure to return any and all Villa keys.

***Seen and Agreed:*** \_\_\_\_\_, \_\_\_\_\_ ***(Please Initial)***

8. Failure to vacate the Villa on the scheduled date of departure by the check-out time of 11:00 AM shall result in immediate assessment of a fee equivalent to the sum of one (1) additional night's rental rate (\$250.00/night) with the Guest(s)/Cardholder(s) being subject to eviction.
9. Undue and/or unreasonable cleaning of the Villa immediately subsequent to the Guest's/Cardholder's departure shall result in a charge of Fifty Dollars (\$50.00) per hour with a one hour minimum charge. This charge also applies to premises exterior, ground, as well as premises interior.
10. Fines and/or assessments levied against the Villa Owner(s) due to Guest/Cardholder noncompliance with the homeowner's association rules and regulations will be charged to the Guests/Cardholders
11. All Guests/Cardholders are expected to examine the Villa and premises **upon arrival**, and to immediately report any and all damages observed to the site manager.
12. The Villa owners are not responsible in any way for any damage, theft, or loss of Guests/Cardholders personal property.
13. If any Guest/Cardholder personal property is left and found. The Guest/Cardholder will be notified and the property will be returned for a handling fee of Twenty-Five Dollars plus any all applicable shipping costs.
14. Check in time is **3:00 PM** on the day your scheduled reservation begins. Upon arrival at the Bahia Pez Vela Management Office, you will receive an access key as well as any by-laws, special instructions or updates that may be pertinent to the Villa and the complex.
15. Check out time is **11:00 AM** on the day your scheduled reservation ends.
16. Although the owner strives to maintain the Villa in suitable condition, the owner cannot guarantee that all necessary and appropriate repair can be performed as soon as possible under the prevailing circumstances. For this reason, the Guest/Cardholder is requested to contact the management office at Bahia Pez Vela immediately in order to alert the management staff to any necessary repairs which may arise in order to facilitate repair efforts.

***Seen and Agreed:*** \_\_\_\_\_, \_\_\_\_\_ ***(Please Initial)***

17. The Property Owners are not liable for the following: unintentional or intentional injuries to Guests/Cardholders caused by any means; theft; inconvenience caused by construction or Acts of God; any allergic reaction to Guests/Cardholders caused by any natural or chemical agent with Guests/Cardholders agreeing to hold the Owner harmless and indemnify the Villa Owner from any liability arising therefrom.
18. Overcrowding of the unit is a violation of the association by-laws and will be considered grounds for IMMEDIATE EVICTION from the Villa of the remainder of the rental fee and damage deposit. No mobile (RV's, trailers, tents, or sleeping bags) may be used in the Villa or the Complex.
19. There is no smoking inside the Villa. Any evidence of smoking inside the villa will result in a additional cleaning charge as necessary to clear the odor with any smoking related damage assessed separately. Smoking is only permitted outside the structure. However, all smoking materials must be properly discarded. Smoking materials not disposed of accordingly will be deemed additional cleaning for which a one hour minimum service charge (See #4 above) will be charged.
20. No pets or wildlife of any type are allowed in the Villa.
21. The Complex rules require that the Guests/Cardholders will insure the peaceful enjoyment of the other units. Therefore, loud music or activity is strictly prohibited. The property manager will enforce this provision in order to prevent violation of the complex rules. Any eviction resulting from such behavior will result in forfeit of the remainder of the rental fee and damage deposit. All noise generating outdoor activity at the villa or surrounding complex area (other than at the Club House/Restaurant/Bar must end by 10:00 PM.
22. No illegal drugs of any kind are allowed in the Villa. Should any illegal drugs or their related paraphernalia be found in the Villa, immediate Eviction will take place resulting in forfeit of the remainder of the rental fee and damage deposit.
23. No commercial enterprise or business-for-profit will be operated by Guests/Cardholders from the Villa during their stay.
23. The Owner reserves the right of entry by his the Property Manager or other agent to enter the property at reasonable hours for the purpose of making repairs or inspections.
24. Subletting is prohibited. Guests/Cardholders who sublet will be subject to fines of Two Hundred Fifty Dollars (\$250.00) for each violation each day such violation occurs.

***Seen and Agreed:*** \_\_\_\_\_, \_\_\_\_\_ ***(Please Initial)***

25. No invited guests are permitted beyond those specifically listed on the Rental Agreement. If eviction proceedings are required, all costs including attorney fees incurred by owners and lost rental income during the pendency of the eviction will be charged to the Guests/Cardholders.

26. This Agreement shall be bound under the laws of the State of Maryland.

ENTIRE AGREEMENT:

This Agreement in addition to all applicable community rules and regulations constitute the entire agreement. No additional guarantees, warranties, promise are set forth by the Villa Owner, whether expressed or implied, with this Agreement superceding all others.

I/We Hereby agree to be bound by the terms set forth in this Agreement set forth above and agree to charges to the credit card listed for all payments not otherwise paid by check in advance.

\_\_\_\_\_

Guest/Cardholder

\_\_\_\_\_

Date

\_\_\_\_\_

Guest/Cardholder

\_\_\_\_\_

Date

Accepted by:

\_\_\_\_\_

Managing Representative for  
Bahia Pez Vela, Unit #8 Owners

\_\_\_\_\_

Date