

ESPACIO VILLA RENTAL AGREEMENT

PARTIES

This Rental Agreement (hereinafter referred to as the **“Agreement”**) is entered into on _____ (the **“Effective Date”**), by and between **Frederick V. Alido**, with an address of Espacio Villas, Barangay Bagong Silang, Calatagan, Batangas, (hereinafter referred to as the **“Lessor”**) and _____, with an address of _____, (hereinafter referred to as the **“Lessee”**) (collectively referred to as the **“Parties”**).

VILLA, USE AND OCCUPANCY

The villa that is to be leased by the Lessor is located at (address) Espacio Villas, Barangay Bagong Silang, Calatagan, Batangas. The villa is to be used for vacation home rental purposes only.

TERM AND COMPENSATION

This Agreement will be valid for the number of nights booked by the Lessee. At the end of the term of the Agreement, it will not be automatically renewed for a new term. The rental fee to be paid by the Lessee to the Lessor is Sixty Thousand Pesos (Php60,000) per night. a Fifty percent (50%) downpayment is required to be paid by the lessee Twenty-four (24) hours upon reservation and the balance Fifty percent (50%) four (4) weeks before the booking dates. The lessee is also required to make a Fifteen Thousand Pesos (Php 15,000) security deposit, which will be refunded Two (2) weeks after the last day of the rental period.

Please deposit payment at this bank account: BDO bank account name **7FA Vicorp Inc.** with account number: **0064-6800-6867** and email proof of payment at EspacioVillas@gmail.com. A confirmation via email from Espacio Villas is needed upon validation of the deposit.

TERMS & CONDITIONS

The Lessee hereby agrees to the terms and conditions (annex) of Espacio Villas.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

LESSOR

Name: Frederick V. Alido

Signature: 

Date: _____

LESSEE

Name: _____

Signature: _____

Date: _____

ANNEX:

PLEASE MAKE SURE YOU HAVE READ OUR TERMS AND CONDITIONS. When you make an inquiry you are deemed to have accepted all terms and conditions as shown on this page.

1. ARRIVAL AND DEPARTURE TIME

The designated check in time is 12:00pm, with a check out time of 12:00pm. Any early arrivals or late departure times are subject to the availability of the villa, and will impose extra fees.

2. REGISTERED GUESTS

Only the specified number of persons submitted to Espacio Villas at the time of booking may reside on the premises. The number of registered guests given at the time of the booking is the maximum number of persons allowed, Twenty (20) Pax only. If the Lessor or a representative of the Lessor will find out that an additional number of guests are staying at the property, it is the absolute discretion of the Lessor or the representative to ask the extra person or persons to vacate the premises. Otherwise, each additional person will be charged a published rate of P1,500 per head, per night for 4 years old and above.

3. MINIMUM STAY REQUIREMENTS

There is a minimum 2 days stay requirement.

4. WEDDINGS & EVENTS

We do not allow weddings on the premises. If you take it upon yourself to host additional visitors while staying at the villa, you will be held responsible for any additional costs for the additional heads.

5. PAYMENT REQUIREMENTS

A minimum deposit of 50% will be required due within 48 hours after reservation has been made . This deposit is non-refundable. The full payment of 50% will be requested 4 weeks prior to your stay. No contract will exist between the guest and villa owner until receipt of funds. If funds are not received within 2 banking days the reservation shall be deemed to have been canceled and Espacio Villa reserves the right to allocate the Villa to another client.

6. SECURITY DEPOSIT

A security deposit of Fifteen Thousand Pesos (P15,000) is required which will be requested by the lessor 4 weeks prior to your arrival. The security deposit can be paid via bank transfer. If payment in full has been received prior to the date of your arrival, this security deposit will be returned to the Lessee within 3 days after check out. In the event that the villa is damaged or any breakages occur during the rental period including both inside and outside, the costs will be deducted from this security deposit. This excludes normal and acceptable wear and tear. The condition of the property will be judged at the sole discretion of the owner of the property or the owner's representative. If damages were to exceed the amount of the security deposit, the Lessee will be held liable to pay the outstanding amount to the Lessor as soon as possible.

7. CANCELLATION POLICIES

If it becomes necessary to cancel all or any part of the booking, Espacio Villa must be notified in writing (email acceptable). The cancellation will take effect from the day the written confirmation is received. **A NO REFUND POLICY** for the downpayment is strictly enforced unless in cases of a natural calamities or pandemic.

The following cancellation charges will be applicable depending on when the notification of the cancellation is received in writing and the period of stay in the Villa.

The above cancellation charges also apply if the Lessor cancels the booking due to non-payment of the balance.

8. ALTERATIONS AND CANCELLATION BY THE VILLA OWNER

Though it is unlikely that the villa owner will have to make any changes to confirmed arrangements, it does occasionally happen, and we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with the Villa booked, the villa owner shall reserve the right to cancel the reservation. For example, but not inclusive, if the properties are damaged or rendered unusable the villa owner will cancel the booking and refund in full, less any bank transfer charges, the amount paid to the villa owner for the Villa. The villa owner shall not be liable for any further obligations or claims by the client.

9. CHANGES OF RESERVATIONS

Any changes made to the reservation dates after confirmation are considered to be a breach of agreement and is considered to be a forfeit of the rental agreement. Any down payment and other payments are subject to the cancellation conditions stated in article 7 of these terms and conditions.

10. LESSEE INSURANCE

Espacio Villas or the owner is not responsible to you and your party for any and all claims including any accidents related to the use of the property facilities or locally procured third party services such as, watercraft, water sports, jeep or motorbike rental etc

11. FORCE MAJEURE

In the event of such incidents as fires, floods, civil disturbances, severe weather, civil disturbances affecting the destination, Acts of God, and any other type of delay, inconvenience, or expenses caused directly or indirectly by events outside of the Lessor's control, the Lessor will not be held responsible.

12. COMPLAINTS

Any problems or complaints that occur during the rental period should first be discussed with the local staff. If the staff is unable to quickly resolve the issue, please consult us via email at espaciovillas@gmail.com. We will rectify the situation to the best of our professional ability. The Lessor is not responsible for such issues as interruptions to water supply, electricity, Internet connection, cable TV, or breakdowns of lifts or pool filtration systems. The Lessor will do everything within reasonable expectation to avoid complaints in the first place, and it is understood that when staying in a less developed remote resort location, that infrastructure, local standards, and conditions are typically less developed than in urban environments. Any complaints should be written and given to the Lessor within 24 hours of the time the issue occurred.

13. CONDUCT BEHAVIOR

When renting the villa, the Lessor maintains responsibility for the appropriate behavior of the guests. If any guest behaves in an inappropriate manner, the Lessor or their representative, at their absolute discretion, may ask the offending party to leave the premises. In this case, no refund may be claimed by the Lessor. In addition, the owner of the villa or representatives of the owner reserve the right to enter the premises at a reasonable time in order to gain access to complete repairs, perform maintenance, or to show the villa to prospective Lessee.

14. SOCIAL CORPORATE RESPONSIBILITY

Bringing any illegal substances into the villa is prohibited, along with the use or consumption of any illegal substances. Unlawful behavior is also prohibited. The Police will be immediately contacted if there is any

violation. For the safety of our guests and local employees, as well as for protection of property, guests may not bring outside guests back to the villa.

15. VILLA STAFF

Our villa is cleaned between guests and is equipped with cleaning materials for your own cleaning needs. We can arrange extra cleaning services for an additional fee. Cooking, meal preparations, market or washing of dishes are not included in the scope of work of our housekeepers. We highly encourage you to prepare your own meals or bring your own cooks and helpers for health and safety reasons.

Should you wish to request additional staff, you may do so at an additional cost and that will be discussed and confirmed with you by our villa specialist during the booking process.

However, at your own discretion, a tip may be given upon departure. Additional services such as babysitting and drivers can be arranged in advance and are subject to availability. Asking staff to look after minor children is not allowed. The Lessee must allow staff such as pool maintenance workers and gardeners access to the grounds in order to complete their work.

16. NO PETS

There is a 'No Pet Policy' in the villa and on surrounding properties.

17. NO SMOKING

We prohibit smoking in any indoor areas at the villas. However, we have a designated outdoor area at the villa where guests are allowed to smoke. Any damage caused by guests smoking in the villa, including smoke damage, will be treated very seriously and claims made against your security deposit.

18. NOISE

Noise levels must be kept at a reasonable minimum, especially during the hours of 10pm and 8am while guests are sleeping.

19. FOOD AND BEVERAGES

Meals and drinks are not included in the villa rental price. Guests have the choice to do their own shopping or have the villa staff do the shopping for a service charge of up to 20% of the total purchased items and is subject to availability of the Espacio Villas staff.

20. LINENS AND TOWELS

Linens and towels are provided by the villa and due to our eco-friendly Save the Planet policy, linens and towels are changed every guest turn over only. Additional charges may apply if more frequent changes are needed. Items such as bedding, washing, or clothing articles should not be hung where it is visible to another residence or common property on the estate. Laundry of personal clothing by a third party can be arranged at the lessee's cost, the Lessor cannot take responsibility for any loss or damage by the third party.

21. UTILITIES

Utility costs are included with the rent. Windows must be closed while air-conditioning is in use. Espacio Villas abides with an eco-friendly policy. Therefore, we request that all air-conditioning must be switched off when you need to go out or stay long outside of the villa, villa staff may comply with this policy.

22. FURNITURE

Interior furnishings must remain inside the villa, and only designated outdoor furniture can be used on the exterior.

23. LESSOR INSURANCE

The Lessee must not do, or allow anything to be done that may cause the villa's insurance against loss or damage by fire to become void or cause insurance premiums to be raised.

24. DUE CARE AND SUPERVISION/INDEMNITY

It is understood that the Lessee is responsible and liable for the safety and well being of guests and third parties while staying at the Villa. Both the Lessee and guests are required to take due care during their stay and take precautions such as supervision of children in the gardens, near the entrance, and near or in the pool. All children must be under the direct supervision of an adult at all times. No guest may enter the villa while wet from swimming, as floors may become slippery. Damages or injuries resulting from the above mentioned scenarios are the responsibility of the Lessee. The Lessee indemnifies and holds the Lessor harmless and free of liability resulting from such claims that result as consequences of accidents leading to injury or loss of life.

25. VALUABLES

Valuable items such as passports, cell phones, cameras, traveler checks, cash or jewelry should be stored safely by the guests. Neither the Lessor nor the staff is responsible for any valuables left behind, lost, or damaged.

26. ARTWORK

Guests must be aware that each villa contains precious contemporary and antique pieces of art unique to that villa, and must take care to avoid causing any damage to them. Any artwork or antiques damaged during the rental period will be the responsibility of the Lessee and the costs set off against the aforementioned security deposit. If damages exceed the security deposit, the Lessee is liable for the remaining damages and must compensate the Lessor for the difference in cost.

27. JURISDICTION

Any contract that is made will be with the acceptance by both parties of these terms and conditions, which are governed by the local law of the property rented and both parties will submit to the exclusive jurisdiction of the local courts of the property rented.

28. INDEMNIFICATION:

Guests agree to indemnify and hold harmless Lessor for any liability arising before termination of this agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Lessee.