

Please read the policies below, copy, and fax this completed form to (314) 472-4889. When the fax has been received, you will be sent a money request via PayPal to your email account . You will be able to pay online by credit card and your reservation will be secured.

Baja Overnight Policies

GUEST NAME: _____ Age: _____

GUEST'S HOME ADDRESS:

Street _____

City _____ State _____ Zip _____

GUEST CELL PHONE:

GUEST HOME PHONE:

BUSINESS PHONE:

E-MAIL ADDRESS:

RESERVED DATES: IN: _____ OUT: _____

CONDO PREFERENCE (CIRCLE ONE): St. Pierre Suite #14 or El Papagayo Suite #12

NUMBER OF ADULTS _____; CHILDREN (please provide ages) _____;

WIRELESS INTERNET NOW AVAILABLE (unlimited use = \$10 extra per 2 night stay) YES or NO

*If you circle "yes" to the internet, you will see this extra charge added to your PayPal money request.

1. **AGREEMENT:** Baja Overnight and Guest agree as follows: Above Guest, who is named on the contract as renter, is a responsible adult who will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result all persons would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not 25 years or older. **(Initial _____)**
2. Baja Overnight does not rent to students/minors or others who are under the age of 25. It is our desire that the condo be a place of rest and relaxation for families, guests and individuals. If you wish to go to Mexico to partake in the drinking or partying scene, you need to make other arrangements. No keys will be issued to anyone who is not over 25 years old. **(Initial _____)**
3. **CREDIT CARD SECURITY DEPOSIT:** I understand that I am responsible for any damage to the property during the days of my rental. I am authorizing a \$300 security deposit to be charged to my credit card in order to reimburse Baja Overnight for costs incurred to repair/replace damaged items. I also am aware that I am responsible to pay in full for any repair/replacement cost that exceeds the \$300 security deposit. I understand that I am also accepting liability for any damages caused to the property, unpaid rental fees or excessive cleaning fees (other than the normal 4 hrs.) by myself, or my family and/or guests, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. **(Initial _____)**

4. Any damages, losses or excessive cleaning charges (beyond 4 hours) incurred by you or your group will be withheld from your security deposit. The security deposit will be refunded to your credit card only after a thorough inspection of the property has been made and no damage is found. By signing this document, you alone agree to accept full responsibility for full payment of your reservation. **(Initial _____)**
5. NO SMOKING: Smoking in or on the balconies of the properties will result in an additional charge of \$100 for each incident or will be deducted from your security deposit. **(Initial _____)**
6. PETS: I understand that pets are not allowed on the property. The presence of any pet in or on the property will result in the cancellation of the rental agreement and all persons will have to vacate the premises and forfeit the security deposit. **(Initial _____)**
7. NO FIREWORKS: No fireworks of any kind will be permitted in or on the property. The setting off of any fireworks will result in the cancellation of the rental agreement and all persons will have to vacate the premises and forfeit the security deposit. **(Initial _____)**
8. DRUNKENESS: The display of inebriation on the property will result in the cancellation of the rental agreement and all persons will have to vacate the premises and forfeit the security deposit. **(Initial _____)**
9. CANCELLATION: Due to the nature of the vacation rental business, we cannot accept cancellations; you will forfeit all sums paid unless we are able to re-rent the property to someone else, at the same rate, for the same period. We will do our best to do so, but there can be no guarantees. If a cancellation occurs within 30 days of arrival, no refund will be issued and all funds are forfeited. Cancellations on extra occupants (more than 4) can be refunded if manager is notified within 15 days of check in date (after that time refunds will not be issued). **(Initial _____)**
10. **CHECK IN: Check in time is 4:00 PM. EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY AND PRIOR APPROVAL IS REQUIRED.** Keys will be found in the lockbox at the property location. The lockbox combination WILL NOT be issued with a balance owing or without a signed rental agreement and credit card receipt in Baja Overnight's possession. **(Initial _____)**
11. **CHECK OUT: Check out time is 10:00 AM, PRIOR APPROVAL IS NEEDED FOR LATE CHECK OUT.** It is necessary that you check out before 10 am in order for the cleaning service to get the property ready for the next renter in time. For every 15 minutes late in checkout after 10 am there will be a deduction from your security deposit a late fee equivalent to one day rental. **(Initial _____)**
12. KEYS AND REMOTES: Please leave all keys and remote controls at the location. A replacement fee will be charged for each lost key (\$25.00), remote control (\$75.00), etc. **(Initial _____)**
13. CLEANING: Each property will be inspected and cleaned after your departure. The cleaning fee is \$45.00 and will provide for four hours of normal cleaning so that you can enjoy your vacation up to the last moment. YOU ARE ASKED to leave the property in the same general condition in which it was received. We would also appreciate it if you would make sure that dishes are placed in the dishwasher and the home is generally picked up and ready to be vacuumed and dusted. **(Initial _____)**
14. WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include linens, blankets, pillows, towels, as well as a fully equipped kitchen, TVs, furnishings, and outdoor furniture. Although we made every effort to anticipate most people's needs, WE MAY NOT HAVE ALL THE ITEMS YOU MAY BE ACCUSTOMED TO HAVING AT YOUR OWN HOME.
15. WHAT YOU SHOULD BRING: You will want to bring with you such personal items as bath soap, shampoo, or any other personal toiletries.

16. **SLEEPING CAPACITY/DISTURBANCES:** Guests and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:
- A. Occupancy exceeding the sleeping capacity stated on the reservation confirmation.
 - B. Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age.
 - C. Causing damage to the premises rented or to any of the neighboring properties.
 - D. Any other acts which interferes with neighbors' right to quiet enjoyment of their property.
- QUIET HOURS WITHIN OUR COMPLEX ARE BETWEEN 10PM-9AM. IF, FOR ANY REASON, SECURITY OFFICER, MANAGEMENT, OR LAW ENFORCEMENT IS NOTIFIED DUE TO DISTURBANCES EMANATING FROM THE PREMISES OR GROUNDS, THERE WILL BE A MINIMUM \$250 CHARGE TO YOUR CREDIT CARD PER INCIDENT AND YOU WILL BE ASKED TO VACATE THE PREMISES IMMEDIATELY. (Initial _____)**
17. **HOLD HARMLESS:** Baja Overnight does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Baja Overnight accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control. Refunds will not be issued for any of the aforementioned items. Baja Overnight reserves the right to substitute properties. **(Initial _____)**
18. **POOL, HOT TUB & PATIOS:** Guest hereby acknowledges that the property they have reserved includes a pool and hot tub, the undersigned is fully aware that the pool and hot tub and surrounding patio/deck can be dangerous, that the deck/patio can be slippery when wet, and that injury is likely to occur to anyone who is not careful. Guests should observe and adhere to all rules and policies as posted at the property. **POOL AND JACUZZI HOURS ARE BETWEEN 9AM-10PM.** With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the pool, hot tub, and patio areas and also agrees to only use the pool and Jacuzzi during 9am-10pm. Baja Overnight reserves the right to compensation for any damage or excessive cleaning charges caused by you or any member of your group. **(Initial _____)**
19. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. **(Initial _____)**

I AM AWARE THAT I AM RENTING A PRIVATE HOME. I WILL TREAT IT WITH THE SAME RESPECT I WOULD EXPECT TO BE SHOWN TO MY OWN HOME.

GUEST SIGNATURE _____ DATE _____

REMEMBER: Passport or original birth certificate (no copies) and driver's license needed to cross Mexican border.