



*Vista Hermosa Estate*

[www.vistahermosaestate.com](http://www.vistahermosaestate.com)

[Dave@VistaHermosaEstate.com](mailto:Dave@VistaHermosaEstate.com)

Phone: (909) 322-0931

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## Terms & Conditions

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### Payment Policies

- **PAYMENT** – An initial payment equal to 25% of the total amount listed in this agreement is required within 3 days of this agreement to lock in your dates. This initial payment will be applied towards the total amount. The 2<sup>nd</sup> payment equal to an additional 25% is due 90 days after signing the rental agreement. The balance of rent is due **60 days prior to occupying the property.**
- **CANCELLATIONS** – Cancellations occurring more than 9 months prior to arrival date will receive a 50% refund, or clients have the option to apply funds to an alternate reservation date at Vista Hermosa within 12 months of the original arrival date. Cancellations for Thanksgiving, Christmas, and New Year's weeks are non-refundable. Cancellations less than 9 months from arrival date will result in no refund. Early departure does not warrant any refund of rent.
- **PAYMENT METHODS:** Attached you will find our banking instructions for the deposit payment. We also accept credit cards from Visa or MasterCard via PayPal but please be aware that PayPal charges a 3.2% service fee that must be added to your payment amount. If you prefer to pay using PayPal, you will receive an invoice from PayPal to process your payment.

### 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.**

**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



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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 is limited to the number of persons stated in the Max Occupancy description of this agreement. No additional persons are 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 \$75 per each additional guest, per night. If client invites guests who are not staying in the house to congregate at the villa during the day, the combined total maximum guests allowed is 24. This maximum amount 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 \$20 fee for each additional meal prepared by our chef for guests invited for the day who are not included in the rental agreement.

**NO SMOKING** – Smoking is allowed but strictly confined to the Top Floor Open Event Area. If evidence of smoking is found in any areas other than the Top Floor Open Event Area, the cleaning fees will be deducted from the deposit.

**ILLEGAL DRUGS** – Guests agree that any guest who is found using illegal drugs or allows others to use illegal drugs on the premises will be immediately denied continued occupancy and is subject to expulsion off the premises with no refund for the remaining dates.

**PETS** – Pets are not allowed in the rental property.

**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.
- 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 prior to departure (food, wine, etc.).
- No linens are lost or damaged.
- No items are lost or missing.



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**REFUNDS** – The owner of the Residence – Vista Hermosa Estate will not be responsible for any cancellations in the reservation due to hurricanes, floods, severe tropical storms, or other "acts of God" but such cancellation will result in a full refund to a Client of the rental payments. The Client accepts that there are occasional short-lived power outages 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.

**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/excursion 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.

**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. Cost of groceries and beverages are separate, the chef will provide the actual store receipts for reimbursement. These reimbursement monies can be paid to the chef in the form of U.S. dollars (cash). 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.

**CHEF SERVICE FOR EXTRA GUESTS** - If guests are invited for a meal who are not included in the rental agreement, the chef will charge \$20 per person, per meal for each additional guest served. There is a \$150 charge to prepare a 3rd meal each day for the entire group listed in the rental agreement. There is an additional fee for chef services for any event.

**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. Nevertheless, and is 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.

**SITE FEE FOR EVENTS** - To cover the cost of some event services and wear & tear, we charge a site fee for any event.

- Any event such as a wedding reception, welcoming party, rehearsal dinner or a day after brunch, to name a few, falls under this condition and is subject to a site fee.
- The maximum number of individuals attending any such event is 50 guests.
- An event/wedding planner is required for events with 25 or more in attendance.
- The site fee includes services such as gourmet chef, chef assistant(s), maids for the event, extra staff to move furniture, other miscellaneous items, and daytime guards, if necessary.



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- Chef services – Vista Hermosa’s personal gourmet chef will provide event chef services for all events. A server and bartender services can be added for a nominal fee.
  - The site fee will not include the following services: wedding planner, officiant, servers, bartender, event coordinator, photographer, decorations, flowers, extra tables/chairs required, place settings, etc., or cost of food/beverages.
  - An event/wedding planner will provide costs for the above items and services.
  - Client agrees to hire an event/wedding planner recommended by Vista Hermosa.
  - The cost of the site fee is determined by the number of individuals in attendance.

If an event will have **24 or less in attendance**, it is the Clients choice to determine if hiring a Wedding/Event Planner is best. If Client decides a Weeding/Event planner is not necessary for their event, the site fee will include the following;

**Site Fee without a Wedding/Event Planner includes;**

- Vista Hermosa's own gourmet chef to provide chef services for the event.
- Chef assistant - Groups of 17-24
- Maid
- Our concierge to assist with planning services such as procuring decorations, flowers, officiant, etc.
- Extra help to move furniture before and after the event.
- Only groups of 24 or less are allowed to have an event without a wedding/event planner.

**Exclusions;**

- Additional events - Any type of event such as a welcoming party, rehearsal dinner or a day after brunch, to name a few, falls under this condition.
- Bartender
- Server(s)

**Options;**

- Bartender - \$20 hr.
- Server - \$16 hr.

If an event will have **25 or more in attendance**, the Client will be required to hire a Wedding/Event Planner. With a Wedding/Event Planner in place, the site fee will include the following;

**Site Fee with a Wedding/Event Planner includes;**

- Vista Hermosa's own gourmet chef to provide chef services for the event.
- Chef assistant(s)
- Maid(s)
- Daytime guard (if necessary).
- Extra help to move furniture before and after the event.

**Exclusions;**

- Additional events - Any type of event such as a welcoming party, rehearsal dinner or a day after brunch, to name a few, falls under this condition.
- Bartender - Provided by a Wedding Planner.
- Server(s) - Provided by a Wedding Planner.



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**SITE FEE - CHEF SERVICES FOR EVENTS** – This rental agreement includes gourmet chef services for up to 2 meals per day, however, this does not include chef services for events. The cost for chef services during an event are included when a site fee is added to the rental agreement. Vista Hermosa's own gourmet chef will provide chef services for all events.

**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, 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.