

RENTAL AGREEMENT

Rancho Cielomar, Colonia Elias Calles

Baja California Sur, Mexico

Section I - Reservations and Deposits

1. Rental reservations should be made for Rancho Cielomar (the property) with as much prior notice as possible to ensure desired dates are available.
2. A 50% deposit of the total rent & security amount is due upon making a reservation. Final payment is due 30 days prior to the arrival date. Final payment is due 45 days prior to the arrival date during the Holiday season. Deposits can be made by check or credit card. Failure to make payments when due may result in cancellation of your reservation.
3. The security deposit of USD 200.00 is due along with any balance, thirty (30) days before arrival. Release of the security deposit will be subject to inspection of the rental property for damages by the Owners or a representative of the Owners. Security deposit may be used for repair of the property, replacement of broken items and/or extraordinary cleaning. The Owners' representative inspects the house after each Tenant's departure. The Owners will return unused deposit to the Tenant, no later than thirty (30) days following the departure date of the Tenant and return of the key to the house.
4. Tenant will be assessed a one time non-refundable USD 50.00 cleaning fee payable at the time of the final payment.
5. All funds are payable in U.S. Dollars (USD) or equivalent in other currency converted into USD's at the prevailing exchange rate at the time the reservation was made.

Section II. - Check-In

1. Check-in time is at 3 p.m.
2. Rental Agents, Costa Pacifico located on Highway 19 km. 79 in the Colonia will provide keys, pre-occupancy inspection and property and area orientation
3. Complete directions to rental property will be provided when the entire rental amount has been paid, including security deposit.

Section III. - Furnishings

1. Rancho Cielomar is fully equipped for you to enjoy your vacation. This includes linens, kitchen amenities and various beach items. The kitchen is equipped with dishes, pots and pans, cooking utensils, a coffeemaker, range, and refrigerator, blender, etc. There is a washing machine on premise, please consult the Rental Agents as to its use.
2. Linens and towels are provided by the Owners. If you prefer bringing your own linens there are two king size and two queen size beds. All beds have pillows, bedspreads and blankets.
3. Toilet paper, paper towels, dishwashing liquid are not supplied and the responsibility of the Tenant.
4. All bedrooms are equipped with ceiling fans but not air conditioning.
5. There is small CD player and DVD/VCR player but no but no television, computer or telephone on the property.

Section IV. - Accommodation Rules

1. Tenant agrees that property will not be used or occupied by more than eight occupants - this includes Tenant, Tenant's family (including all children) and Tenant's guests.
2. Tenant acknowledges that they are aware of the limitations of electrical power that may be generated by the solar system, especially during rare cloudy days and agrees to monitor and conserve the use of this power.
3. No pets are allowed.
4. Grilling is permitted on the property either in a supplied BBQ grill or in a pit on the beach. Please clean up and return the grill to the house prior to departing.

5. Use of property for any reason or purpose that violates any criminal law or government regulation is prohibited.
6. Commercial uses of property are prohibited.
7. Keep the gate closed at all times as the local cows consider the vegetation a tasty treat. Remember to lock the gate if you leave the area for an extended period.
8. Water is precious in the Baja. Please use it responsibly.
9. No smoking is permitted inside the house.
10. Please remember to lock the house and close windows when you leave the Colonia.
11. Never leave valuables in the house unattended.
12. Report any problems to the Rental Agents located at the Costa Pacifico Real Estate Office.

Section V. - Maintenance of Property by Tenant

Tenant is to maintain the property in accordance with reasonable norms including, but not limited to, the following:

1. Keep the property as safe and clean as the conditions of the property permit and cause no unsafe or unsanitary conditions.
2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
3. Keep all plumbing fixtures in property or used by Tenant as clean as the condition permits.
4. Not deliberately or negligently destroy, deface, damage or remove any part of the property or render inoperable a smoke detector or any other safety or security system.
5. Be responsible for all damage, defacement, or removal of any property that is in Tenant's exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the landlord or his agent, defective products supplied or repairs authorized by the Owners, acts of third parties not invitees of the Tenant, or natural forces.
6. Notify the Rental Agents of the need or replacement of or repairs to any systems that are not functioning properly.

Section VI. - Check-out

1. Check-out is 12 noon.
2. Tenant is responsible for the following upon check-out: dishes should be washed and put away in proper cupboards; refrigerator should be emptied and contents disposed of properly; all trash bagged and tied and placed in the garage; all windows and doors closed and locked.
3. Tenant agrees to pay any reasonable cost to repair or replace any damage incurred on the property by themselves or by their guests, whether by accident or negligence. The determination of whether to replace or repair damaged property shall be made by the Owners or Rental Agents. Tenants will not be responsible for normal wear and tear on the property or the contents within. Rental Agents will review property with Tenants and assess any damages at that time. Damages in excess of the security deposit may be paid to the Rental Agents or will be charged to the Tenant's credit card. Please ensure Rental Agents gives you a copy of the release form.

Section VII. - Cancellation by Tenant

1. The reservation is confirmed upon receipt of deposit.
2. Cancellation request must be in writing.
3. Reservations may be re-scheduled up to 21 days prior to the arrival date, subject to availability.
4. If property is re-rented for the same period, advance payment will

- be refunded minus a USD 50.00 cancellation processing fee.
- All payments are non-refundable unless Rancho Cielomar can be re-rented for the same period of time to another party. Holiday Season payments are non-refundable

Section VIII. - Cancellation by Owners

Baanthai Ltd. LLC, as operator of the property and on behalf of the Owners of the property, reserves the right to cancel agreement at any time prior to Tenant taking possession of the property. In such event, all payments made by Tenant to Baanthai Ltd., LLC will be refunded, and neither the Rental Agents nor Owners will be liable for any damages of any sort incurred by Tenant as a result of such cancellation. If Tenant desires to reschedule, Baanthai Ltd., LLC will make a good faith effort to accommodate the Tenant's desired reservation dates, but if the rental is during a higher season, Tenant agrees to pay any rate difference.

Section IX. – Eviction

Tenant agrees to promptly vacate property at the end of the rental period. Tenant may be evicted if Tenant:

- Remains on property after Tenant's tenancy has expired.
- Commits a material breach of any provision of the Agreement.
- Fails to pay rent as required by this Agreement.
- Has obtained possession of the Premises by fraud or misrepresentation.

Section X. - Mandatory Evacuation, Road Closure

The Baja Peninsula is subject to hurricanes (chubascos) during the late summer and fall. In the event a hurricane threatens and if authorities order a mandatory evacuation of an area that includes the property, Tenant shall comply with the order. Upon compliance, Tenant will be entitled to a refund of the prorated rent for each night that Tenant is unable to occupy the property because of the order. In addition, if Tenant is unable to begin tenancy due to road closure by state or federal authorities, a prorated refund for each night that Tenant is unable to occupy the premises will be issued. If roads are open and Tenant chooses not to begin occupancy, no refunds will be given. Baanthai Ltd, LLC will make its best effort to have private roads leading to property cleared of debris, however, no guarantee will be made that all roads will be considered passable and no refunds will be given based on debris removal, or lack thereof. We encourage you to consider vacation insurance, which would compensate you for losses or damages resulting from the loss of use of the property due to such a mandatory evacuation order. Section XI. – Indemnification, Waiver of Liability and Hold Harmless

Tenants acknowledge that there are certain dangers that exist both natural and man-made on and in the vicinity of the property. Tenant agrees to indemnify and hold harmless the Owners, Operating Agent and Rental Agents from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause.

Tenants acknowledge and accept that:

- They have read the house rules and agree to abide with them as written and are personally responsible for all risks associated with rental of the property.
- They are at all times responsible for their own safety and agree to hold harmless Baanthai, Ltd.; Rancho Cielomar; its Owners; agents and/or employees for any injuries, losses, personal discomfort or otherwise inconveniences that may occur.
- All recreational drugs are strictly prohibited and agree to not engage in any illegal activities on the property.
- They assume all responsibility for the damages and medical expenses

following any injury or permanent disability that may occur while at the property.

- They understand that Baanthai, Ltd.; Rancho Cielomar; its Owners; agents and/or employees do NOT provide any insurance coverage for Tenant's person while staying at the property. They assert that they have accident/health insurance coverage or otherwise are self insured for their own health care needs in the event of any injury. They consent to and will permit emergency treatment if required.
- This agreement is intended to be as broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

To the fullest extent allowed by law, Tenant agrees to WAIVE, DISCHARGE CLAIMS, RELEASE FROM LIABILITY AND INDEMNIFY Baanthai, Ltd.; Rancho Cielomar; its Owners; agents and/or employees from any and all demands, causes of action, costs, expenses or obligations of any kind, known or unknown, on account of, or in any way resulting from, injuries and damage incurred on the property by or through Tenant's actions, whether by accident or negligence.

Tenant further agrees to HOLD HARMLESS AND INDEMNIFY Baanthai, Ltd, LLC; Rancho Cielomar; its Owners; agents and/or employees from any claims, damages, injuries or losses. Tenant understands and intends that this assumption of risk and release is binding upon Tenant's heirs, executors, administrators and assigns, and includes any minors accompanying tenant. Tenant understands that this is a legal document and executes it voluntarily and with full knowledge of its meaning and significance.

Section XII. – Special Precaution-Swimming in the Pacific Ocean

There are miles of beautiful white sand beaches, suitable for walking, fishing, whale and bird watching, relaxing or sunbathing. This stretch of the Pacific Ocean is a very dangerous place to swim at any time of the year. Strong rip tides and undertows are common. People have drowned in this Pacific Cape area by ignoring or underestimating the dangers. There are neither warning signs nor lifeguards on these beaches.

The only recommended swimming beaches are San Pedro, also know as Palm Beach (Las Palmas), and Los Cerritos. San Pedro has a fresh water lagoon that is home to a variety of plants, birds and wildlife. Playa San Pedrito and Playa Los Cerritos are popular surfing spots.

Section XIII. - Right of Entry;

Assignment Tenant agrees that the Owners, Operating Agent and Rental Agents or their respective representatives may enter the property during reasonable hours to inspect the property, to make such repairs, improvements or alterations thereto as Agent or Owners may deem appropriate, or to show the property to prospective purchasers or Tenants. Tenant shall not assign this Agreement or sublet the property in whole or part without written permission of Agent.

Legal Name (PRINT): _____

Legal Name (SIGNATURE): _____

Date of Signature: _____

Emergency Contact Name: _____

Phone: _____

Tenant Information:

Tenant Name: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

Begins: _____ after 3:00 p.m. Ends: _____ before 12:00 a.m.

Tenant agrees to pay rent in the amount of \$ _____

Advance Rent \$ _____ Due: _____

Security Deposit \$ _____ Due: _____

Rent Balance \$ _____ Due: _____

Total Due \$ _____

Remit to: Baanthai Ltd. LLC
P.O. Box 1731 Ojai, CA 93024

Security Deposit Release Form

The following damages or missing items where noted (if none noted enter "NONE" below):

Item	Value
_____	USD _____
_____	USD _____
_____	USD _____
_____	USD _____
_____	USD _____
_____	USD _____
_____	USD _____

Total amount of damages assessed USD _____

We hereby acknowledge the above to be true, accurate and acceptable.

Tenant's Signature: _____ Tenant's Name (Print): _____

Date of Signature: _____ Rental Agent: _____

Unused deposit amount will be returned to the Tenant no later than sixty (60) days following the security deposit release date of the Tenant and return of the key to the house.