

LEASE AGREEMENT AND CONTRACT
LA JOYA HUANACAXTLE CONDOMINIUM 106

Lessor: Housienda Properties (Johanna Denesiuk & Gilles Racine)
240 Buxton Road, Winnipeg, Manitoba, Canada R3T0H3
01 204 284 7422
lajoyaoneOsix@gmail.com

Lessee: _____

The Lessor agrees to lease to the Lessee the property described as **Condonimium 106**, in **La Joya Huanacaxtle Condominiums** at **La Cruz de Huanacaxtle, Nayarit, Mexico**. The Lessee acknowledges that the contents inventory described in Appendix A are in place, in good condition and, as appropriate, in good working order.

The parties agree that the terms of this lease shall commence on _____ with check-in after 4 PM and terminate on _____ with check-out by 10 AM. Should the check-out time not be met, a \$100 USD penalty shall apply as liquidated damages. The Lessee hereby waives the right of extension as established by article 2051 of the Civil Code for the State of Jalisco, Mexico. Upon the leasing period being completed, it will be considered expired and will not be extended, in any manner and for any reason whatsoever, unless there is an expressed agreement, in writing, for any such extension. Upon completion of this lease, the Lessee shall deliver to the Lessor the entire property with the complete inventory described in Appendix A in the same good state as it was when it was received at the beginning of the lease with the exception of natural deterioration resulting from normal and moderate use.

The parties agree to payment of \$_____ United States Dollars (USD), as rent for the term of the lease, payable in advance. Cancellation of the lease agreement, for any reason, can be made at any time under the following conditions: a cancellation fee of \$250.00 USD shall apply as liquidated damages at any time at least 60 (sixty) days prior to the commencement of the lease; a cancellation fee of 50% of the rental amount shall apply as liquidated damages at any time between 30 (thirty) and 60 (sixty) days prior to the commencement of the lease; within 30 days of the commencement of the lease, the full amount of the rental amount shall be forfeited as liquidated damages. The parties also agree to payment of \$500.00 USD, in advance, as a damage deposit for the term of the lease; such damage deposit is not intended to be applied toward rent and held to compensate for damaged and/or missing items. The damage deposit, net of any deductions if any, will be returned to the Lessee within 14 (fourteen) days of the lease termination date. Upon any cancellation prior to the commencement of the lease agreement, at any time, the full amount of the damage deposit shall be refundable promptly. Eviction, for any reason, by whatever management, security and/or legal authority or any of their representatives, will not be grounds for cancellation of any portion of the lease and no refunds will be applicable. No interest is payable on the deposits held by the Lessor. Early departure does not qualify for any rental refund.

The Lessee agrees to and is obligated to use the property for residential purposes exclusively with a maximum number of residents of 6 (six). The Lessee may not convey, assign, cede or sublet the total or partial use of the subject property nor the rights derived from this contract without authorization, in writing, by the Lessor. Failure to comply shall constitute sufficient cause for rescission and cancellation of this contract without refunds of any sort. The Lessee, with prior notification, will allow entry to the subject premises by the Lessor or any of its representatives for the purpose of verifying that the subject property is indeed being used in accordance with the purpose and objective established in this agreement as well as to verify the good state of all property. Should the Lessee fail to comply or in the event that the property is used to carry out or collaborate, in any way or manner, with any kind of criminal or illegal activities, or against that established in this contract, or by the Law, this will be immediate cause for rescission and cancellation of this contract with no refunds whatsoever. The Lessee of the subject property together with any occupants and guests shall be bound by the Rules and Regulations attached as Appendix B and failure to comply shall constitute sufficient cause for cancellation of this contract and eviction.

The Lessee agrees and is obligated to notify the Lessor or its representatives promptly, at least within 2 (two) days of discovery, of the need for repairs within the subject property. In the event of not doing so, the Lessee shall be held responsible for damages and penalized for the omission as a deduction from the damage deposit. Failure to comply shall also constitute sufficient cause for rescission and cancellation of this contract and shall be imputable solely to the Lessee with no further responsibility for the Lessor. Any repairs to be undertaken by the Lessor may be effected by his representatives and the Lessee shall permit such representatives prompt access to effect repairs or remedy any urgent conditions. Further, any damages to the property by the fault, fraudulence, bad faith or negligence of the Lessee or by any persons under his charge, inclusive of family, friends and third parties, that have access to the subject property or have been entertained at the subject property, will be imputable to the Lessee who will be held responsible and accountable for any and all damages.

Utilities and services, including natural gas, water, electricity and satellite television are included in the rent with a generous limitation of \$50 USD monthly (prorated for shorter periods) for electricity to encourage responsible use of this utility. Electrical use beyond this limitation and any other services ordered by the Lessee will be for the account of the Lessee. The rental rate includes a one-time housekeeping and maid service for thorough cleaning of the premises together with linens/towels set-up prior to the arrival of the Lessee. A departure cleaning fee of \$50.00 is applicable and payable, in advance, along with the Rent and Damage Deposit. Refunded only if no check-in cleaning and set-up have been completed.

For the interpretation of this contract, the parties agree to be subject to the Jurisdiction and Competence of the Courts of the City of Puerto Vallarta, Jalisco, Mexico and henceforth waive all rights to any other jurisdiction that may be available to them by virtue of their current or future addresses. Signed and agreed to all term and conditions this date _____.

Lessor

Lessee

Kitchen

Appliances (in good working order)

coffee maker & pot (no break/crack/chips)
toaster
blender

Flatware drawer

8 each: knives, forks, table spoons, tea spoons; 3 large knives; vegetable peeler; 2 silicone basting brushes; 3 spatulas; can opener

Table setting drawer

6 each: green placemats; blue cloth napkins; white ceramic napkin rings

Misc. items drawer

knife sharpener; scissors; BBQ lighter

Glassware cupboard

6 clear glass water goblets; 8 patterned glass wine goblets; 8 small glass highball glasses; 8 tall glass cocktail glasses; 4 clear plastic wine goblets; 5 tall color plastic water glasses; 6 shot glasses; 2 blue and white serving dishes (1 round, 1 rectangular); small, white, square Corel dish

Cookware cupboard

2 Teflon fry pans (NO scratches); cookware set (fry pan, large wok and lid, mid-size pot with steamer and lid, small pot and lid); cake pan; pizza sheet; stove broiler pan top; 5 plastic containers and lids; patterned, clear plastic: 1 serving tray and 1 salad bowl.

Misc. items cupboard

electric juicer (with lid and 2 juicing attachments); 6 white plastic placemats; white carafe with lid; clear plastic water jug; 2 white plastic cutting boards

Dishes cupboard

6 each white: coffee cups, dinner plates, mid-size salad plates, small desert plates; 6 patterned glass desert cups

Dry goods cupboard

4 glass containers and lids; 9 glass spice jars in plastic container and lid; salt & pepper grinders

LA JOYA HUANACAXTLE 106
INVENTORY LIST

Living Room

In TV stand drawer:

2 amigo cellular telephones with 1 charger; 2 sets of condo keys; 4 remote controls: garage door opener; TV; DVD player; Shaw Direct satellite

patio table and 6 chairs

leather sofa (inspect leather cushions-both sides), 2 blue and 2 small, white/blue cushions

large living room coco mat

Master Bedroom

king size, 4 piece bed linens and bed spread with 2 pillow shams

2 bed-side lamps

art: 4 small, framed, organic wall art

bathroom/closet: 2 striped white/blue beach towels; 2 each: sea green bath and hand towels and face cloths; large sea green bath mat; 2 dark green face cloths; chrome shower caddy

spare towels: 2 white bath towels; 2 white hand towels

Guest Bedroom

2 each: 3 piece bed linens with bed spread

bed-side lamp

4-shelf baker's rack

closet: 2 striped white/blue beach towels; 2 each: sea green bath and hand towels and face cloths; large sea green bath mat; 2 dark green face cloths; spare linens/towels: 2 bedspreads; 2 white bath towels; 2 white hand towels

equipment closet: beach umbrella in storage bag; 2 red beach chairs with head-rest pillows; Bodyglove boogie board; 2 fishing rods and fishing tackle (black bag)

Guest Bathroom

chrome shower caddy

sea green soap dish

LA JOYA HUANACAXTLE 106
RULES AND REGULATIONS

General

Check-in : after 4 PM
Check-out : before 10 AM
No early check-in nor late check-out.

NO SMOKING within the condominium.

Pets are welcome with responsible owners.

- Limit: one pet (dog or cat); no other types are permitted.
- Pet vaccinations must be current and proof must be available.
- Pet must be kept on a leash while on LJH property and controlled by an adult.
- Pets are not permitted in and around the pool area.
- Bathroom breaks must be taken off-site. Please pick-up and dispose of feces.
- Excessive barking will not be tolerated.

Food **must** be kept in sealed, impenetrable containers to deter attracting insects and/or rodents.
Insects are particularly attracted to foods left unattended (in or out of the condo).

The business center is available 24/7. Please:

- Maintain an appropriate dress code,
- Do not smoke,
- Do not bring your pet,
- Sit only in chairs or sofas provided,
- Keep your feet off the furniture,
- Share your books and magazines for the enjoyment of others, and
- Remember to turn off air conditioning and lighting if you are last to leave.

The Exercise Room (Gym) is open from 7 (seven) AM till 10 (ten) PM. Please:

- Use the equipment at your own risk,
- Do not allow children under 15 (fifteen) access,
- Do not bring your pet,
- Do not attend if under the influence of drugs or alcohol,
- Wear appropriate clothing and shoes,
- Use a towel to wipe perspiration from the equipment,
- Use only personal audio equipment on low levels,
- Limit use if others are waiting, and
- Remember to turn off air conditioning, equipment and lighting.

The Pool and Common Area are open from 7 (seven) AM till 10 (ten) PM. Please:

- Attend at your own risk; wet areas can be hazardous; no lifeguards are on duty,
- Do not allow children under 4 (four) years into the jetted or adult pools,
- Accompany and supervise those under 12 (twelve) years of age to ensure no untoward behaviour, screaming, running, diving, sports or misuse,
- Use furnishings on a first-come basis and do not expect to reserve them by placing personal items on them while leaving them unattended for extended periods,
- Do not consume food in or around the pool area, and

Ensure that any beverages are in unbreakable containers.

Appendix B Page 2

LA JOYA HUANACAXTLE 106 RULES AND REGULATIONS

Occupancy

Any reservation made under false pretence is subject to immediate rescission and cancellation of this contract with no refund of deposits whatsoever.

A maximum of 6 (six) occupants is permitted. No Lessee under the age of 25 (twenty five) is acceptable. All visitors are to be registered with condominium security agents.

Lessees and their residents and guests must maintain proper decorum and respect the comfort of others. Children must be supervised at all times. Quiet times must be observed each day before 8 (eight) AM and after 10 (ten) PM and all day Sundays. Inappropriate behaviour and wilful damage to common area property shall constitute sufficient cause for eviction of the Lessee without refunds of any sort.

We are not responsible for lost or stolen items. Please keep doors and windows locked when absent from the condo unit.

Return of the damage deposit, totally or partially, is subject to the following:

- Conditions of this Agreement and Contract have been met.

- Satisfactory inspection by the Lessor's representatives.

- Damaged or missing items from the listing attached as Appendix A,

- Unpaid charges that have been incurred by the Lessee and/or residents and guests.

- All waste, rubbish and discards have been disposed of in parkade dumpsters.

- Soiled dishes have been placed and cleaned in the dishwasher excepting acrylics which must be washed and dried by hand. The stove top and oven must be properly cleaned.

- \$50 fee covers dusting and washing (windows, mirrors, floors, toilets, linens & towels).

Should damages and/or charges exceed the \$500.00 USD held, the Lessor reserves the right to pursue the Lessee for full payment and to enforce collection by whatever means necessary with all collection costs for the account of the Lessee.

Electricity rates are expensive and a generous allowance of \$50.00 USD is made for each month of tenancy or prorated for shorter periods. Individual mini-split air conditioning units allow for cooling of only the rooms in use. Generally, the breeze achieved by opening all doors and windows together with operation of ceiling fans are sufficient to achieve comfort levels. Electrical use is accurately recorded by obtaining readings from the individual meter for the condominium unit by the Lessor's representatives.

Bath towels are for internal use only. Beach towels are provided for pool or beach use.

Our housekeeping staff may be available for cleaning services during your stay. Such services will be arranged by and paid for by you directly. Please contact Ayari (call 322 103 7582 or write to her at ayaridenimorales@live.com.mx) or contact Merci (call 322 174 6846 or write to her at merci_morales@hotmail.com).