



Leelawadee

Luxury Villa in Pattaya

Rental Agreement & Conditions

1. Preamble

The following agreement and accompanying terms and conditions of rental binds a contract between the following two parties:

'THE OWNER'		'THE RENTER'
	Name	
	Address	
	Tel No	

The property or Villa rented in this agreement is known as: **Baan Leelawadee, Pattaya Hills 2, Soi Boonsampan/Kaownoi, Nongprue, Chon Buri Thailand.** The maximum number of occupants is eight (8).

THE OWNER agrees to let and THE RENTER agrees to rent the property only for the period given below. No rights to the property or its contents are created by this Agreement.

2. Guests

Please list all members of your party in the table below. All persons listed will be bound by the terms of this Agreement. Only persons listed on this agreement may occupy the property at any time. An additional charge of 30 eur per person per night will be due for any guests found staying over the 8 occupant limit excluding babies.

Title	Forename	Surname	Age	Occupation

Note: Pets – If RENTER wishes to bring any pets then please add the name and animal above and note that the Pet Addendum shall apply.

3. Rental Period

The period of this rental shall be as follows:

	Arrival - Check in	Departure -Check out
Date		
Expected check-in time		
Expected check-out time		

Check in time on arrival date unless agreed with owner – After 3pm
Check out time on departure date unless otherwise agreed with THE OWNER –
Before 12:00 hrs mid-day.

Check-in – You will be met at the property by the Property Manager Hans who lives nearby. Please keep him updated of any delays in your travel so he can ensure that he is there to meet you or if in the middle of the night arrange for access. He will show you around and how to use everything. He will also take copies of your passports on the spot to comply with the Thai law and take the security deposit and show you the meters for the electricity and water readings.

Check-out – Hans will meet you to check over the property, note any breakages or damage or missing items like the remote controls, take the final meter readings and return the deposit less the charges.

4. Payment and Security Damage Deposit

The rent for the period payable is as follows:

Item	Amount
No of nights	
Rental – Eur/GBP/THB	
50% Booking deposit due now	
50% Balance due by Date	

Other charges:

1. Water and electricity are charged at cost which are 30 baht a unit and 8 baht a kw based on the meter readings on check-in and check-out.
2. A cleaning fee of 50 euros which covers all the bed linen and towels with an extra change and clean at 8 days if the booking is for 2 weeks. These are due on check-out.

The booking deposit/amount shown is payable by return and within 48 hours to secure the reservation, together with this signed rental agreement.

A cash damage security deposit of 300 eur is required at check-in. The security deposit of 300 euros is required to provide security against damage to the house or property, theft, and violation of any of the terms contained in this agreement. Payment of the security deposit must be made on or before arrival. The deposit will be returned on the day of departure at check-out, after the final check that the house is in the same condition as on arrival. Deductions for actual use of electricity and water plus the cleaning charge will be made from the deposit.

Any breakages, damage or losses need to be agreed at check-out before the security deposit can be returned. Failing this replacements or repairs will be obtained with receipts by THE OWNER to cover the costs of remedy which will be sent to THE RENTER within 2 weeks of check-out. Return of the deposit at check-out does not relieve THE RENTER of any liability for hidden damage or theft that reasonably could not have been discovered at check-out.

5. Utilities

THE OWNER will provide THE RENTER with water, electricity, clean linen and towels, cable TV and WiFi internet. Electricity and water are charged at cost according to the usage from the meter readings at the start and end of the rental. Beware that air conditioning can be very expensive if left on all the time and if windows are left open. For normal sensible usage the cost will be approximate 50 euros/week. The ceiling fans are very cheap to run and so can be left on during the day time and will also reduce substantially the air-conditioning costs since you can set it approx. 5 deg C lower.

6. Access

THE RENTER shall allow THE OWNER or his agents reasonable access to the property for purposes of maintenance (the gardener and pool cleaners attend 2-3 times a week but should not disturb you), repair and inspection. THE OWNER shall exercise this right of access in a reasonable manner. The RENTER shall respect the "out-of-bounds" areas as detailed below.

7. Restrictions

Smoking is not permitted at any time inside any part of the villa. Pets are only permitted if specified in the booking and by separate written permission and subject to the specific conditions in the Pet Addendum at the end of this Agreement which forms part of this agreement. Breach of either of these condition will incur a 150 euro extra cleaning charge for THE RENTER.

8. Damage

THE RENTER will keep the property and all furnishings in good order allowing for reasonable "wear and tear". The cost of any unreasonable damage caused by THE RENTER will be deducted from the damage deposit. THE RENTER will be responsible for any damage caused in excess of the damage deposit and will be invoiced separately.

9. General Obligations of THE OWNER

THE OWNER will provide the use of the villa, pool and grounds to THE RENTER and his Guests. THE OWNER will bear the cost of all internet, cable TV, trash removal, taxes and general maintenance of the property and its appliances and equipment. THE RENTER make available the use of all his personal property in the villa to THE RENTER including the kitchen equipment, dishes, linens, outdoor furniture, swimming pool and outdoor BBQ. THE OWNER will take reasonable measures to ensure that all of the equipment and appliances in the house as well as the outdoor equipment are in good working order. THE OWNER will have maintenance contracts in place so that the pool will be kept clean and checked 2-3 times a week and ofr the gardner will visit to maintain the garden 2-3 times a week. Note: The sand filters for the pool will work continuously but on a timer to clean the pool water and it is dosed from a salt-based chlorinator to keep the water bacteria free. You can tell that they are running when the elephants have water coming out of their trunks! The security lights around the pool and garden wall are on a light sensor and will come on automatically. The lights in the pool are on a timer.

Clean towels and linen are provided for use within the Villa and are not to be used for the beach or outside of the Villa. A change of these is included every 4 days.

THE OWNER or his representative will be available to deal with any emergency maintenance situations in a timely manner and to effect repairs as soon as is practical.

THE OWNER will maintain an adequate insurance policy on the property which will cover for rental use and for the usual perils including personal indemnity for THE OWNER, fire, smoke and water leakage.

10. General Obligations of THE RENTER

THE RENTER shall, at his expense, and throughout the period of the rental, keep the property in a state of cleanliness and in good condition, order and repair. THE RENTER acknowledges that at commencement of the rental, the property is in good and substantial repair except for any specific defect THE RENTER may report to THE OWNER's representative during the first day of the rental. THE RENTER shall leave the property in a good repair, order and state of cleanliness and report any breakages or damage to THE OWNER or his representative prior to checking out.

THE RENTER agrees that they shall not exceed the number of guests identified in this Agreement. If more than the agreed number of persons are found to occupy the unit, or if excessive cleanup is required, additional charges for such persons and additional maid service will be charged and deducted from the Security Deposit.

THE RENTER shall nevertheless be fully responsible for any damage to the premises in excess of the Security Deposit, plus reasonable costs of collection, including reasonable attorneys' fees, if necessary. Damage caused by THE RENTER's guests or invitees shall be THE RENTER's financial responsibility.

Without prior written permission of THE OWNER THE RENTER will not host any special events or gatherings at the Villa involving more than the immediate party, as enumerated above, and shall not conduct any events or activities that might interfere with the peace and enjoyment of the property's neighbours, including any outside noise or noise emanating from the Villa after 10 pm at night or before 8am in the morning. ***If THE RENTER is found to be in breach of this condition then THE RENTER will be asked to vacate the property immediately, and will forfeit the remainder of the rental as well as the security deposit.***

Septic Tank - The septic system for the outside pool toilet will block up if any improper material is flushed. THE RENTER agrees not to flush anything other than regular toilet paper down the toilet including no tampons, baby wipes, plastic of any type, cotton or similar products. THE RENTER agrees to cover the cost of unblocking and/or emptying the septic tank in case of breach of this condition.

Pool Pump House – This contains cleaning and maintenance chemicals for the pool. Entry to this room is prohibited. No chlorine is held as the pool works on salt.

Health and Safety - Any unsafe or dangerous condition must be reported to THE OWNER or his representative immediately. THE RENTER acknowledges that the use of the property is entirely at the renter's risk. THE RENTER shall take his/her own travel insurance for him and his party.

THE RENTER agrees to indemnify and hold harmless THE OWNER against and from any and all losses, expenses, claims, damages, suits, actions or liabilities arising from any nuisance or harm made or suffered on the property and grounds by THE RENTER's guests or invitees, including without limitation damage to personal property, injury or death (accepting those permitted by law or caused by the direct negligence of THE OWNER in the case of injury or death) or from any carelessness, neglect or improper conduct of any persons entering, occupying or visiting the property.

THE OWNER is not responsible for any accidents, injuries or illness that occur whilst on the premises or its facilities, except personal injury where caused as a direct result of THE OWNER's negligence. A safe is provided for valuables. THE OWNER is not responsible for the loss of personal belongings or valuables of the guest. All guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

Upon departure, THE RENTER agrees to clean the follow the check-out procedures specified in the Renter's Manual provided at check-in, including without limitation, cleaning the outdoor BBQ, if used, placing the garbage in the outdoor trash cans and putting any wet towels in a shower stall.

11. Children

Children are the direct responsibility of THE RENTER as well as their parents or caretakers. Children are NEVER TO BE LEFT UNATTENDED at the Villa neither in nor near the pool, whether in the house or outdoors.

12. Mattresses

The mattresses in the villa are expensive luxury ones as used in 5* hotels and cost over 1,000 euros each. They cannot be repaired if wet so and THE RENTER will have to pay for replacements. To avoid this if you have young children under 8 we will fit plastic protectors as a matter of course. If you are an adult and likely to have a problem then please fit the protectors left in the master bedroom.

13. Swimming Pool Safety

THE RENTER acknowledges that there is a swimming pool in the garden and on the compound as well as other amenities that could be dangerous to children and others. THE RENTER acknowledges and accepts that there will be no lifeguard or any other supervision on the premises during their stay, that the pool is shallow and 1m -1.8m depth so **no diving or jumping in** is allowed as this will be dangerous.

THE OWNER will not be responsible for supervising the use of any of the facilities by either adults or children. THE RENTER all of his guests and invitees undertake all use of the property at your own risk.

Note: The pool uses safe 12v lightbulbs which pose no danger to swimmers in the event of a fault. The owner is not responsible for building or renovation noise around or near the property in any way.

14. Out of bounds Areas

The pump house is "out-of-bounds" as it contains the salt and cleaning chemicals as well as pumping equipment for the pool. It is locked at all times. Also the cupboard

by the patio eating area is also for storage of maintenance items for the villa and is also locked.

15. Whole Agreement

This Agreement represents the whole agreement between the parties. THE RENTER assumes full responsibility for his party in fulfilling the terms of this rental for the period stated. THE RENTER agrees that he and his party will abide by this Agreement all times while at the property and shall cause all members of the rental party and anyone else the party permits onto the property to abide by all the conditions in this Agreement at all times whilst at the property.

If any term or condition of this Agreement is considered invalid in law then it shall not render invalid any other term.

Signatures:

Owner:

Date:

Witness:

Renter:

Date:

Witness

PET ADDENDUM

Pets may only be accepted provided separate written agreement is made. If this permission has been given, then this section applies.

1. The RENTER agrees not to keep or permit to be kept on the Property any further pets or animals of any description without the previous consent in writing of the OWNER.
2. The RENTER hereby undertakes and agrees to remedy and pay for any damage caused to The Property and/or contents of The Property which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage shall not be deemed to be "fair wear and tear". The RENTER agrees to pay for any additional professional cleaning of the property required at the end of The Tenancy including the cleaning of and treating the property for fleas and mites.
3. RENTERS are responsible for their pets in accordance with the good animal welfare practice. If the OWNER believes that a pet kept in the property has been neglected or abandoned, they will report it to an appropriate animal welfare organisation.
4. RENTERS must not leave their pets in the property when they are away unless clear arrangements have been made for their care.
5. Dogs should not be left alone in the property for more than 4 hours at a time. RENTERS must ensure that their dogs will not cause ANY damage to the property or its contents if they are left alone unsupervised.
6. All pets kept at the property must be properly vaccinated and regularly treated for fleas and worms (if appropriate) and diseases in accordance with good veterinary practice and guidance. Pets must not be allowed onto the expensive beds and mattresses or to scratch any furniture.
7. RENTERS with pets may be asked to put down an extra deposit to cover any damage to the property, garden or furnishings caused by their pets.
8. RENTERS must properly clean the property when they move out, ensuring that the beds are thoroughly cleaned and treated for fleas and mites.
9. RENTERS are responsible for keeping all areas of the property clean and free from parasites, such as fleas.
10. RENTERS must ensure their pets do not cause a nuisance to neighbours. This includes excessive noise and barking. Dogs must be kept under control and on a lead in any public places, communal areas and walkways. The estate bylaws must be respected and any mess made picked up and disposed of.
11. Pets must not be allowed to foul inside the property, except for caged pets and pets trained to use a litter tray. Any pet faeces must be removed immediately from the garden or outside areas and disposed of safely and hygienically.

- 12.No animal considered as dangerous or wild may be kept at the property.
- 13.RENTERS may not breed animals or offer for sale any animal in the property.
- 14.RENTERS who wish to obtain an additional pet after moving into the property must first apply for permission in writing to the OWNER.