

APARTMENT RENTAL AGREEMENT

This agreement, made by and between _____ (Guest) locate at _____ and Eliana Enriquez Coyle (Owner) of Rubik-Media where in both parties agree that the Guest(s) shall rent the apartment described.

This agreement for the apartment located at 2887 Andres Arguibel, 8B, Las Canitas in Capital Federal, Buenos Aires, Argentina, as follows:

APARTMENT ADDRESS

2887 Andres Arguibel, 8B, Las Canitas, BsAs

OTHER COSTS and RENTAL CHARGES

Early Check-in: (from 8am) \$_____ USD

RENTAL PERIOD and NIGHTLY RATE

Late Check-out: (until 8pm) \$_____ USD

FROM: _____

UNTIL: _____

Total Nights:

RENTAL CHARGES: \$_____ USD

Nightly Rate: \$_____ USD

Less 30% reservation deposit due now: \$_____ USD

Subtotal: \$_____ USD

Total due on 5/7/2010: \$_____ USD

PAYMENT TERMS and CONDITIONS

A 30% down payment of the total rental cost will be paid via Pay Pal to Rubik-Media to secure the reservation for a short term apartment rental of an apartment 8B located at 2887 Andres Arguibel, Las Canitas in Capital Federal, Buenos Aires, Argentina. as provided in the CANCELLATION POLICY below.

CANCELLATION POLICY

MORE THAN 30 DAYS NOTICE: You may change or cancel your reservation more than 30 days prior to your check in date without charge. Your cancellation must be made by telephone (+1 206-370-1172) prior to midnight of the applicable date.

LESS THAN 30 DAYS NOTICE: Should you need to change or cancel your reservation less than 30 days prior to your scheduled check in date, or fail to arrive and occupy the apartment as scheduled, then we will attempt to mitigate the situation as follows:

- If we CAN find a substitute guest for some or all of the dates you have reserved, then we will discount their rent from your balance and return the difference (if any) to you.
- If we CAN NOT find a substitute guest or guests, then we will keep your reservation deposit.

By consent of paying the 30% rental deposit I acknowledge I have read and I accept the terms and conditions of Cancellation Policy listed above.

Full payment is due no less than 7 days prior to the start of the rental period.

ADDITIONAL TERMS and CONDITIONS

This Rental Agreement includes additional terms and conditions that are printed below. The Guest(s) acknowledge that they have read and agree with these Additional Terms and Conditions.

DAMAGE or LOSS to the APARTMENT or PROPERTY THEREIN

In addition to the **RENTAL CHARGES** itemized above, the Guest agrees to pay for any damage or loss to the apartment or its contents that may occur during the Guest's rental period, whether caused accidentally or otherwise, by the Guest(s) or the Guest's visitors. This liability does not include any malfunction of the apartment's facilities, appliances, fixtures, equipment, electronics or furniture that may result from normal wear and use.

In the event that there is any damage or loss to the apartment or its contents during the Guest's rental period, either divulged by the Guest or discovered during the rental period the Owner and/or his Agent is authorized to deduct the cost of said damage or loss from the Guest's Security Deposit as provided herein.

SECURITY DEPOSIT

As a Security Deposit against any loss or damage to the apartment or its contents during the Guest's rental period, the Guest has provided a **\$500.00 USD** Security Deposit by cash as provided in a Cash Security Deposit Receipt attached hereto.

ADDITIONAL TERMS AND CONDITIONS

- The Guest(s) acknowledge that the apartment is rented for vacation purposes and agrees that the apartment will be used only as the Guest's temporary residence.

- Check-in is 3:00pm.

- Check-out is 12:00pm.

- The Guest(s) agrees that no more than 2 people approved by the Owner or Agent in advance will occupy the apartment unless other arrangements are made with the Owner or Agent.

- Gas, water, heat, internet, telephone, cable and other miscellaneous daily/weekly/monthly operating expenses are the responsibility of the Owner.

- Weekly maid service is included in the rental.

- Failures of utility services such as internet service, cable TV service, telephone service, and failures of appliances, electronic devices, television etc. will be responded to as quickly as possible. However, the Guest(s) agree(s) that no refunds shall be given to the Guest(s) for such failures as every effort is made to ensure that the property is properly maintained.

- The Guest(s) agree(s) that no cats, dogs, birds or other animals shall be kept in the apartment.

- The Guest(s) agree(s) that Owner and the Owner's Agents are not liable for any personal property belonging to the Guest(s) or the Guest's visitors that may be lost or stolen from the apartment or from the building at any time.

- The Guest(s) agrees that Owner or the Owner's Agents are not liable for any physical injury that the Guest(s) or the Guest's visitors may incur in the apartment or in the building.

- The Guest(s) agrees that the Owner and/or Agent may enter the apartment in the event of an emergency, including but not limited to water leaks, plumbing, gas and electrical issues. In such instances the Owner/Agent will make every effort to contact the Guest(s) prior to entering the apartment and will subsequently advise the Guest(s) of any such entry.

- Both parties agree that this Rental Agreement will be terminated in the event that the apartment is destroyed by fire or other casualty so as to become unfit for human habitation. In such an event, the Guest(s) will be entitled to a refund of the unused portion of the rental charges.

- The Guest's use of the apartment and building's common areas shall not disturb other residents. Disturbing the building's peace shall result in the immediate termination of this Rental Agreement.
- The Guest(s) may not sublease the apartment, or assign or transfer this Rental Agreement to any other party.
- The Guest(s) agree(s) not to physically modify or alter the apartment in any way.
- The Guest (s) agree(s) not to smoke in the apartment.
- If the Guest(s) stay(s) beyond the expiration of the Rental Period, the Guest agrees to pay a penalty in the amount of **\$1000.00 USD** per day until the Guest vacates the apartment.
- The term "Guest", both in singular and plural reference, shall specifically refer to the individual(s) named in and/or executing this Agreement, and to all other persons accompanying them and authorized by the Owner or his Agent to occupy the apartment.
- Both parties agree that this Rental Agreement may be legally enforced in any appropriate court in the country of Argentina.

I agree to all the above terms and conditions.

This **AGREEMENT** is made this day and date written below:

Guest:(date)..... Passport # Country

Owner:(date).....