

Villa Mar Caribe Rental Agreement

LOCATED IN BAHIAS DE PUNTA SOLIMAN, QUINTANA ROO, MEXICO
 Nancy Neto 1290 B Street Suite 112, Hayward, CA 94541
 (510) 537-3500, Fax: (510) 537-8582, Email: solimanbay@yahoo.com

Please read the following agreement carefully, verify that all information is correct and CONFIRM by email that you have received it and that you agree with it. The agreement includes:

- Reservation Details
- Banking Instructions w/ Payment Options
- Rental Terms and Conditions
- Travel Tips and Check List

Reservation Details

This rental Agreement made this day _____ between _____ and Nancy Neto, Owner/Manager of this beach front property, Villa Mar Caribe, fully equipped and furnished, approximately 5600 square feet of living space in two halves of a duplex-villa, with 6 bedrooms and 6 full baths, 2 half baths for the time period stated below:

Date:	
Name:	
Address:	
Home Phone:	
Cell Phone:	
Work Phone:	
Fax No:	
Email:	
Special Requests:	
Arrival Date:	
Departure Date:	
No. of Nights:	
No. of Adults	
No. of Children:	
INCLUDES:	_____ days of cooking service _____ breakfast meals _____ dinner meals

Please do not exceed # of guests. \$250 per week charged for each additional guest.
READ CAREFULLY Paragraph 3 and 4 in the rental terms and conditions below
To validate this reservation Guest agrees to pay Nancy Neto the following for the time period described above:
TOTAL RENT including SECURITY DEPOSIT:
Security Deposit: \$500.00
Deposit:
Payment Schedule

Balance due date :
Amount Due:
Security Deposit: The Security Deposit will be included in the balance payment. Please see terms and conditions paragraph 5.

Check-in time: After 3:00 p.m.
Check-out time: Before 10:30 A.M.

To validate this reservation Tenant agrees to pay 50% of agreed fees to Owner/Manager within 7 days to guarantee the reservation with a signed contract. We will not honor the reservation request unless money is received within 7 days. If the reservation is made within 60 days of the booking, we require 100% of agreed rental. The balance is due 60 days before arrival date. You may mail the check or direct deposit into Owner's account as follows:

Any cancellation notice will be effective on the date that written notice is received in our office. The following assessment will apply on cancellations: Once reservations are confirmed, 50% of rent will be forfeited if the cancellation request is received over 30 days prior to arrival date. If the cancellation request is received less than 30 days prior to arrival date, 100% of rent will be forfeited. There will be no refunds for Christmas and New Year's cancellations.

Maid and gardener services are provided daily except Sundays. Bed linens are changed every fourth day. Tenant shall be responsible for taking respectful care of the Villa(s) and all furnishings, and for replacing and repairing any breakage, damage or loss caused by Tenant or their guests.

Owner(s) and managing staff and rental agents will not be responsible for any bodily injury on and around the premises, use of kayaks, weather related events, acts of God or uncontrollable events such as those as may be caused by Mexican electricity.

Please be advised there is no lifeguard at either the villa swimming pool or the beach, and children must be accompanied and supervised by a responsible adult at all times. Renters will assume all responsibility for their own and their guests' safety and well-being for ALL activities, including, but not limited to: water sports, kayaking, snorkeling, criminal acts, and food and water-borne irritants or pathogens, and agree to indemnify and hold Owner/Manager(s) harmless from and against any or all losses, damages, costs, changes and expenses of whatever kind or nature, including but not limited to attorney fees and expenses incurred.

Meal service may be arranged DIRECTLY with your caretakers, Elena and Pancho, \$3 usd or \$45 pesos per person for breakfast before 10 AM and \$7 USD or \$100 PESOS per person for dinner before 7:30 PM, unless other arrangement is made with Elena, and **guests provide all groceries**. Kindly pay for cooking service each time after the service is rendered. Generous tips will be always appreciated for their hospitality and services. We suggest Elena's real Margarita and Snacks for grocery shopping.

Banking Instructions w/ Payment Options:

BANK WIRE TRANSFER

Please wire funds for your payments to Owner's bank to confirm your reservation. Send to:

Bank of America, Hayward Main
1200 A Street
Hayward, ca 94541
ABA: 121000358
Acct No: 0014974724
For the Account of Nancy Neto

Online payments via credit card: You may pay online in confidence, as your payment is processed through a reputable, third party vendor with secure servers.

Personal Check:

If you would prefer to send a check, please make the check payable to Nancy Neto and mail to:

Nancy Neto
1290 B Street #112
Hayward, CA 94541

BE SURE to send her details of your reservation, name, dates, and whether you are renting the entire villa, Casa Kristie, or Casa Jihae to expedite our confirmation to you.

RENTAL TERMS AND CONDITIONS:

This agreement constitutes a contract between the Guest and and Nancy Neto, the Owner of the property.

Please read carefully and send us an email confirming you have read and agree to the terms and conditions of this Rental Agreement.

1) RENTAL BALANCE AND SIGNED CONTRACT:

Your deposit is due within 7 days of the date your Rental Agreement and the balance of Rental monies is due 90 days before your arrival date. For all HOLIDAY bookings (Christmas and NewYear) the deposit payment is due within 7 days after confirming a reservation and the balance is due 180 days before arrival date. Failure to pay on time could result in automatic cancellation of reservation and automatic forfeit of all monies paid to date.

2) CHECK-IN TIME IS 3:00 PM: Plan to arrive at your villa no earlier than 3:00 PM. Do not use the villa or premises before this time. WE MAKE EVERY EFFORT TO ENSURE YOUR VILLA IS READY AT 3:00 PM BUT WE CANNOT GUARANTEE it.. CHECKOUT TIME IS 11:00AM.

3) OCCUPANCY: The Guest agrees not to exceed the occupancy allowed by this property as described in this Rental Agreement (babies in cribs are not included).

Akumal Villas does not rent to minors. Penalty for violation of this Agreement is outlined in Paragraph 4.

4) **PENALTY FOR VIOLATION OF THIS AGREEMENT:** If Guest violates any of the conditions or restrictions of this Agreement, the Guest agrees that the Agent and/or Manager of the property may terminate this Agreement and enter the Villa. Upon notice of termination of the Agreement, the Guest and all invitees of Guest shall vacate the Villa immediately without being entitled to any refund of rent or security deposit.

5) **DAMAGES/SECURITY DEPOSIT:** Damages include accidental breakage or damages to the property in excess of normal wear-and-tear which is deemed to be a maximum of \$50.00 USD. Any damages in excess of this amount will be deducted from your Security Deposit.

Guest agrees to surrender property in the same condition as at commencement of the rental period. In cases of abuse and malicious damage to rental property in excess of the security deposit, Guest will reimburse Owner the amount of all damage including excessive housekeeping expenses and reasonable attorney's fees. Fees will be automatically deducted from your Security Deposit. If no damages occur, deposit will be returned within 2-3 weeks after your departure. If the Security Deposit is paid with Credit Card we will deduct a 3% Credit Card fee when returning the deposit to you. Otherwise the Security Deposit can also be sent to our bank account (please see bank payment instructions above).

6) **INDEMNIFICATION OF AGENT BY GUEST:** Guest agrees to indemnify and hold any Agent(s) and Owner/Managers, free and harmless from any claim or liability for any loss or damage whatsoever arising from, related to, or in connection with rental of the Dwelling, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by any Guest or any Guest's invitee.

7) **LEASEHOLDER RESPONSIBILITIES:** While there may be numerous occupants in a given dwelling, only the reserving party will be held responsible by the Agent for the payment and other lease holder responsibilities enumerated in the lease.

8) **REPAIRS/CONSTRUCTION:** You understand that even the best or newest equipment occasionally malfunctions and cannot be guaranteed 100% of the time. Agent(s) and Owner/Managers use the best administrative staff and maintenance personnel available in the Soliman Bay area. Problems are corrected as soon as humanly possible.

Agent(s) and Owner/Managers or an authorized employee or repair person may enter the premises during business hours for any purpose connected with the repair, care or maintenance of the premises. Refunds will not be issued due to malfunctioning equipment or other Guest dissatisfaction. It is possible that during your stay, adjacent properties may be under construction. Guests will not be moved or refunds given due to construction noise. You should expect a courteous and professional attitude toward problem solving.

9) PETS: Pets permitted on the premises ONLY with prior written approval and payment of an additional security deposit.

10) TRAVEL INSURANCE: Many travel insurance options are available through your insurance agent, or online. Travel insurance may protect you from losses that may be incurred because of unforeseen circumstance, illness, injuries or even mandatory evacuation.

11) CANCELLATION POLICY: Cancellations are effective on the date written notice is received by fax or e-mail in our office. The following assessments will apply: 61+ days prior to arrival date 5% of rental fee; 31 - 60 days prior to arrival 50% of rent; Less than 30 days prior to arrival 100% of rent. Every reasonable attempt will be made to re-rent the property in which case a refund with respect to the amount of re-rental will be made.

12) NO REFUNDS FOR EARLY CHECK-OUTS OR NO SHOWS: Guest agrees that once they have checked in to the property, no refund will be made for early check-outs. If Guest does not cancel the reservation and does not arrive for the Guest's rental period, all monies paid will be forfeited.

13) HURRICANE EVACUATION POLICY: PLEASE READ CAREFULLY – Agent/Owner will not issue any refunds for hurricane evacuations or any other natural disasters. Guest may purchase travel insurance which will cover mandatory hurricane evacuations and all other natural disasters.

14) PERSONAL PROPERTY/VALUABLES: Lock all doors when you leave your accommodations. Do not leave money or valuables unattended in the Villa. Neither Agent nor Owner will be held liable for any thefts. Thoroughly check all drawers and closets before departing. Caretakers will return left-behind items upon request at the guest's expense which includes a \$100.00 USD fee.

15) AMENITIES: We do not issue refunds for non-functioning or closed amenities.

16) OWNERS CLOSETS: Within each property some closets or cabinets may be locked or inaccessible. These are for Owner use only and will not be available for Guest use.

17) PROHIBITED VEHICLES: Parking is not allowed on the streets. The communities do not allow campers, motor homes, motorcycles, boats and boat trailers, or recreational vehicles.

18) USE: Any use of the dwelling other than residential use during a family vacation must be approved in writing by the Owner. If the dwelling is to be used for any event such as weddings, receptions, parties or large gatherings, the Guest agrees to submit a request for approval to the Owner and adhere to the Owner's determination on that request. If the Owner approves the event, the Guest will be required to pay an "event fee" and an additional security deposit. If the Guest misrepresents an event (said misrepresentation to be determined by the Agent), the Guest will forfeit the security deposit paid and may be asked to vacate the property and will not be entitled to any refund.

19) HOME / VILLAS: The Owner shall NOT be responsible for providing any additional furnishings or equipment not available presently in the residence, It is understood that each property and its furnishings are privately owned. If furniture is moved, you will be responsible for any charges incurred in returning it to its proper location.

20) SAFETY: Soliman Bay, while gated and relatively secure, is not free of petty theft. Each Casa at Villa Mar Caribe is fitted with a safe and there are locks on all doors and windows. Your caretakers will show you how to lock the doors and windows. Please give them your full attention and remember to lock up valuables, and always lock doors and windows when leaving. We also highly recommend locking up when enjoying the pool or beach.

SOLIMAN BAY / TULUM / AKULAM TRAVEL SUGGESTIONS AND CHECKLIST:

a) Each person in your group must have a Passport AND a valid Photo ID. If you are traveling with a minor whose parents are not traveling with you, you must have a notarized letter from them giving you permission to do so. Check with your travel agent or airline for instructions.

b) Unless you plan to purchase costly items when a Visa or MasterCard is necessary, Cash or Travelers checks are easier to deal with. Not all restaurants accept credit cards. \$500 per person should be plenty of cash for a week's stay.

c) There is so much to do in and around Tulum/Akumal, that we suggest you rent a car. This can be done online before you leave, at one of the many rental car agencies at Cancun International Airport listed and linked to on:
<http://www.cancun-airport.com/rental-car-agencies.htm>.

You may also hire a taxi or limousine from the airport to your villa and back again.

d) Check with your doctor to see if she/he recommends you bring any preventative medicine such as Bactrim. (It is also available here.) There is a doctor available at a clinic five miles south of Akumal if needed.

e) Bring your Diver C-card if you have it. Bring your own snorkeling gear and if you plan to SCUBA dive, bring BCD and regulator. Any of these can be rented in Akumal.

f) Bring one pair of comfortable rubber soled shoes for climbing Mayan pyramids, walking and tennis.

g) Swimsuits, sunglasses, suntan lotion, sun hat and a lightweight windbreaker, sweater or shawl.

h) Camera and film, and a small flashlight.

i) Shorts and lightweight shirts, one lightweight pair of long pants, socks and insect repellent for jungle treks.

Print Name _____

Renter Signature _____

Owner Signature _____

Date _____

Date _____