

## **VACATION RENTAL LEASE AGREEMENT**

Zaragoza (Pro and Agreement. Ov	n Rental Agreement ("Agreemen perty manager of "Maya Rentals" re ("Guest") as of wner and Guest may be referred Parties agree as follows:	epresenting the the the date last wr	"Owner") itten on the signature page of this	
unit is, Residences & The Property is Property is full the Property: T some consuma available for us responsible for free of charge.	The property is described as a	Tulum Country - Akumal - Quinta is agreement by busekeeping. The ls, bed linens an ehold cleaning a they are available Guest is allowed to ra Maya Golf Cou	Club by Bahia Principe na Roo - Mexico (the "Property"). the Property manager. The following amenities are included in d towels. A big water bottle, nd hygiene products will be e for the next guest. Guest is o use TAO's pools and shuttle service rse are available for a fee.	
	cy. All persons in the rental party won this Agreement may stay in the Pro	<u>-</u>	· ·	
-	First Name & Last Name	Relations	hip to Guest	
The Rental Party will be adults with children.				
to, unless be assessed for	the Owner gives its prior written con reach person who stays in the Proper that notice for additional persons staying	nsent. A charge o	f US\$ 20 per person per night will he Rental Party. Guest will be	
persons permit overnight is sul	visitor is an occupant of the Property ted in the Property at any given time, oject to additional charges. No visitor of Guest is not on the Property. All visitor QR code.	including visitors will be allowed to	, is Any visitor staying use the common facilities, including	
to The Property	od & Check-In. The term of this ("Departure Date"). will be ready for Guest's occupant	cy beginning at	4 PM on the Arrival Date and the	

If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property. The Property requires a ....... night minimum stay.

**6. Keys & Access Codes.** Owner will provide Guest with a key, which will unlock the front door to the Property and will be stored in the lockbox. Guest is not allowed to make duplicate keys. A fee of US\$ 50 will be charged to Guest for failure to return the keys to the lockbox. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

Owner will provide Guest with access code to the lockbox. Guest agrees to always store the keys inside the lockbox, to scramble the code and never share the code with anyone for security reasons.

- **7. Rental Rules & Restrictions.** Guest agrees to abide by the following restrictions: If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.
- **8. Payment and Reservation Deposit.** Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of US\$ 50 (the "Reservation Deposit") is due and payable upon return of this signed Agreement in order to secure Guest's reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. At least 50% of the Total Amount Due, less the Reservation Deposit, must be paid 30 days before check-in. Payment in full, plus the Security Deposit, will be due 7 days before the Arrival Date.

Rental rate of US\$ x days	US\$
Cleaning service fee	US\$
То	tal Amount Due US\$
(Less Reservation deposit of	due immediately) (US\$ 50)
То	tal Balance Due US\$
	·

Accepted payment methods are Zelle or bank transfer to Mexican account. (Please see bank information on the last page. Any transfer costs will be the responsibility of the guest.)

The Reservation deposit of **US\$ ..... is paid upon reservation**.

- 9. Security Deposit. Owner charges a security deposit in the amount of US\$ ......
- This deposit will be fully refunded after Guest's departure and an inspection of the Property by the property manager, less any deductions for eventual damage to the Property or furnishings, excessive mess requiring additional cleaning, or other costs incurred outside the normal course due to Guest's stay.
- **10. Electrical usage:** An electricity consumption fee will be deducted from the security deposit if excessive AC usage is detected.
- **11. Cancellation.** If Guest cancels the reservation more than 30 days before check-in, 100% of the amount paid (less the Reservation deposit and transfer fees) will be reimbursed. (If booked between 30 and 14 days before check-in, a full refund will only be possible during the first 48 hs of booking.) If Guest cancels between 29 and 7 days before check-in, 50% of the amount paid will be reimbursed. If Guest cancels the reservation less than 7 days before the Arrival Date, , there will be no reimbursement.

## **HOUSE RULES**

**ELECTRICITY:** it is very expensive in Mexico. Please don't forget to turn the air conditioner off when you leave the condo or when windows or doors are open.

The ideal temperature setting is 24° Celsius (75 Fahrenheit).

NO SMOKING INSIDE THE CONDO, NO PARTIES, EVENTS or ANY ILLEGAL ACTIVITIES ALLOWED. If any of these rules are broken all guests will be evicted immediately from the condo and no compensation nor any rental days left will be reimbursed.

**LOST KEYS OR REMOTES:** There is a charge of US\$ 50 for lost/stolen/broken keys or remotes. Remotes include AC and TV remote controls.

**SEPTIC SYSTEM:** In order to protect our delicate environment, do not flush anything but small amounts of toilet paper down the toilet. Flushing feminine products will clog up the septic system.

**DRINKING WATER:** The tap water is treated and softened for all usage, however, we recommend drinking and cooking with bottled water only. A large bottle of water will be provided. Additional water can be purchased at supermarkets or is available for delivery. (Check with the property manager.)

**QUIET TIME IS 10 PM.** Please respect your neighbors. Some are retired and live at TAO full time. Repetitive offenders will be asked to leave. No compensation will be made for unused vacation days.

**SECURITY:** This is a gated community with 24 hour security. All visitors must check in with security by providing their name, ID and QR code. (The property manager will send the required QR code to you via WhatsApp before your arrival date.)

**SAFETY:** All children must be under adult supervision in TAO's common areas. When using the pool, remember there is a certain risk associated. Use the pools at your own risk. The pools are open until 10 PM.

**ASSISTANCE:** If you should need assistance during your stay you can contact the property manager via WhatsApp (Emergencies only after 9 PM): ...

José Peña: +52 1 984 ......

## PETS: No pets are allowed in the TAO Community for rentals shorter than 6 months.

Only 1 pet is allowed per unit on LONG TERM rentals. Renters are responsible for the actions of their pets that affect issues of cleanliness, health or tranquility of the community.

Pets must have all their vaccination certificates, and a collar with the owner's name and phone number. It is prohibited to walk pets without leash, to leave them unattended on the unit's decks, and to leave them alone for a long period of time.

Pet owners are responsible for picking up and properly disposing of their pet's waste, and for avoiding noise and eventual damages caused by their pets, inside and outside of the unit.

The owner of the pet will have to pay for any damage or extra cleaning costs.

- **11. Cleaning.** A cleaning fee of US\$ ..... will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.
- 12. Furnishings. The Property is fully furnished and equipped for the Guest's comfort.

Furniture, bedding, kitchen equipment, utensils, towels, and any other items supplied with the condo must not be removed from the Property. The Guest agrees to pay for any loss of items within the Property or damage to the Property or furnishings in excess of normal wear and tear. The Property will be inspected by the property manager after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify the Property manager immediately.

- **13. Parking.** Parking is limited to 1 space. Guest may park for free in any spot of the parking area by the ...... building.
- **14. Mechanical Failures.** Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against failure of electrical service, water supply, stopped plumbing, air conditioning, audio visual equipment, internet access, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to the Property manager immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow the Property manager access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.
- **15. Acts of God.** If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure or delay in performing any of its obligations due to any act not within its control.
- **16. Limitation on Liability.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES SHALL OWNER OR PROPERTY MANAGER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY.

IN NO EVENT WILL OWNER OR PROPERTY MANAGER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THEY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

- **17. Indemnification.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner and the property manager from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in the previous paragraphs.
- **18. Violation of Agreement.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.
- **19. Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by, and enforced in accordance with the laws of the State of Quintana Roo. Any dispute arising from this Agreement shall be resolved through mediation.
- **20. Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.
- **21. No Waiver.** Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.
- **22. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and will continue to be valid and enforceable.
- **23. Notices.** Any notice or communication under this Agreement must be in writing and sent via email or WhatsApp.
- **24. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.
- **25. Entire Agreement.** This Agreement represents the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations (if any) made between the Parties.

## **SIGNATURES**

erty manager Signature representing the Owner	Guest Signature
JOSE LUIS PEÑA ZARAGOZA	
	Guest Name
Date	Date
CONTACT INFO	PMATION .
CONTACTINIO	MATION
EMAIL:@hotmail.com	EMAIL:
WHATSAPP: +52 1 984	WHATSAPP:
BANK INFORMATION	
BANK:	
ACCOUNT NUMBER:	
CLABE:	
BENEFICIARY:	
(The guest will pay for any transfer costs.)	