

CASA GORDON LICENSE AGREEMENT



Licensors: Palancasa, S.A. de C.V., a Mexican corporation, by and through its duly authorized United States leasing agent Travel for Adventure, Inc.

Licensee:

Signature: _____

Date : _____

Name: _____

Street: _____

City, ST, Zip: _____

Cell Phone: _____

Email: _____

Purpose and Premises: Private residence known as “Casa Gordon” located at Kilometer 18.244 Carretera Costera Sur, Cozumel, Quintana Roo, Mexico, for the sole use of Licensee identified above and below, and their respective guests and their minor children for private vacation entertainment, including access to the Casa Gordon amenities and its Staff with the exception of the southern master suite, office, service Staff apartment(s), and restrictions identified in the Rules and Regulations.

Term: The License Term begins on _____/_____/_____ with the arrival of the Licensee at approximately 3:00 P.M. CDT (License Commencement)
The License Term terminates at 12:00 noon CDT on _____/_____/_____ at which time Licensee agrees to vacate the Premises (License Termination) (collectively, the Term).

Security / Chef Service Deposit: \$_____ US security deposit for damage recovery plus a deposit for Licensee’s estimated chef service payment is due no later than 15 calendar days prior to the License Commencement.

License Fee Payment: (1) Upon executing this Agreement, the initial payment of \$_____ US, being 25% of the total License Fee to confirm Licensee’s reservation of the Premises for the Term.
(2) On or before _____/_____/_____, 25% of the total License Fee \$_____ US is due and payable.
(3) On or before _____/_____/_____, the remaining 50% License Fee payment \$_____ US (Final License Payment) is due and payable, being no later than 60 calendar days prior to the License Commencement (Payment Deadline).

Licensee, as group leader (by signing above), and Licensors (signing below) (together, Parties or each Party) approve, accept and execute this License Agreement and agree to abide by and accept the attached Rules and Regulations (Exhibit 1) and the Palancasa, S.A. de C.V. Release (Exhibit 2) which are each attached to this Agreement and all of which are incorporated by reference. To permit Licensees to access and enjoy Casa Gordon, executed Exhibit 2 must be presented by Licensees to the Staff on or before Term Commencement .

1. Identification of Licensors and Licensee. If Licensee is more than one individual all listed and executing Licensees are referred to as Licensee and are jointly and severally bound by the terms of this Agreement.

2. License Attachments.

Exhibit 1. Casa Gordon Rules and Regulations (Rules and Regulations). The Rules and Regulations generally govern the scope of duties of the Casa Gordon Staff and the interaction of Licensee with the Casa Gordon facilities and Staff. They provide certain specific information about Casa Gordon, yet do not cover every eventuality.

Exhibit 2. Palancasa, S.A. de C.V. Release. The Palancasa, S.A. de C.V. Release (Release) must be signed by every adult guest on behalf of themselves and their minor children (and those minor children for whom the adult is responsible during their stay).

3. Limits on Use and Maximum Occupancy. Licensee will provide Licensor with a complete list of all occupants of the Premises who will execute the Release. Premises are to be used only as a private vacation residence for Licensee and their guests numbered in this Agreement, and their minor children. Occupancy by (i) more guests than Licensee has identified or (ii) for longer than the License Term, is prohibited without Licensor's written consent and will be considered a breach of this Agreement. Licensee will not allow occupancy in excess of the following:

_____Adults	_____Teens/Tweens (10 – 17 years)
_____Children (3 – 9 years)	_____Infants (0 – 2 years)

4. License Commencement. Term of the Tenancy. Licensees can arrive at 12:00 PM CDT but rooms will not be ready until 3:00 PM CDT. Earlier check-in can be requested 3 days before travel only in the event that no prior guests are departing on your arrival day.

5. Non-Payments and Cancellations. If Licensee fails to pay the Final License Payment or the Security Deposit by the Payment Deadline and, absent Licensor's prior written consent, Licensee forfeits the all prior License payments made together with any Security / Chef Service Deposit reservation and License rights without any further obligation on Licensor's part.

6. Security / Chef Service Deposit. Within ten (10) business days after Licensee vacates the Premises and returns all keys, Licensor will return the Security Deposit or provide an itemized written statement of the reasons for, and the dollar amount of, any of the security/Chef Service deposit retained by Licensor, along with a check for any deposit balance. Unless directed otherwise in writing, the Security Deposit refund will be mailed to Licensee's address in this Agreement.

7. Licensee's Responsibilities. Licensee, separately and on behalf of each of their guests, accepts responsibility for their conduct and will: (1) treat property and furnishings with reasonable care; (2) immediately notify Licensor and its on-site representative(s) of any defects or dangerous conditions in and about the Premises of which Licensee becomes aware; (3) reimburse Licensor, on demand by Licensor, for the cost of any repairs to the Premises damaged by Licensee or Licensee's guests or business invitees through misuse or neglect; and (4) cooperate with Casa Gordon Staff in maintenance of Premises and protection of Premises and furnishings.

8. Licensor's Inability to Deliver Possession. If Licensor is unable to deliver possession of the Premises to Licensee at License Commencement for any reason not within Licensor's control, including, but not limited to:

- (1) damage or partial or complete destruction of the Premises by weather or other disaster; or
- (2) travel restrictions that may be imposed by the Mexican Consulates or the U.S. Embassy during the Term of this Agreement,

Then, Licensor will have the right to terminate this Agreement and immediately notify Licensee. In such event, Licensor's liability to Licensee will be limited to the return of all License Fee payments and the Security / Chef Service Deposit paid by Licensee to Licensor.

9. Licensee's Assumption of the Risks. Licensee fully understands that Casa Gordon and its Premises have potentially dangerous conditions and hazards that can create the risk of serious bodily injury, illness, drowning, or death and damage to personal property (Injury) including: insects, spiders, and arachnids; swift water, shallow water, swimming pool and ocean currents; paddle boarding and kayaking; and unauthorized or careless individuals on the Premises subject to causing injury or death (collectively, Perils).

10. Licensee's Release and Indemnity. Licensee understands the Perils, and waives, releases and promises to defend and hold harmless Palancasa, S.A. de C.V., a Mexican corporation and its leasing agent Travel for Adventure, Inc., a Texas corporation, and their respective officers, directors, shareholders, representatives and agents, and Casa Gordon together with its employees and Staff (collectively, Palancasa), from and against any and all claims, damages, costs and attorneys' fees (Liability) arising from any Perils or occurrences resulting in Injury from any Casa Gordon activity (collectively, any Incident) whether caused BY REASON OF THE RELEASED PARTIES' ACTIVE OR PASSIVE NEGLIGENT CONDUCT OR BY REASON OF THE PREMISES, WHETHER NATURAL OR

MAN-MADE AND WHETHER THE CONDITION IS CAUSED BY THE RELEASED PARTIES' ACTIVE OR PASSIVE NEGLIGENCE (collectively, Release). Licensee and his/her/their heirs, successors and assigns will not make any claim or file a lawsuit, and will Release, reimburse and hold harmless Palancasa for any Perils and for any Injury. Licensee agrees to defend and indemnify Palancasa from and against all Liability arising from any Incident (Indemnify). Licensee's obligation to Release and Indemnify Palancasa shall survive this Agreement. Contemporaneously with this Agreement, Licensor requires all Licensees, on behalf of themselves and their guests (including minors), to execute the Palancasa, S.A. de C.V. Release in the form attached as Exhibit 2. If there is any conflict between this Release and Exhibit 2, this Release shall control.

11. Jurisdiction and Venue. Licensees and their Guests acknowledge and agree that Travel for Adventure has made no representations or warranties, and understand that Travel for Adventure does not own, operate or otherwise control any aspect of the Premises. Licensees and their Guests acknowledge and agree that all issues concerning the condition of the property and the activities and services provided at Casa Gordon are the responsibility of Palancasa, S.A. de C.V., a Mexican corporation whose operations are limited to Mexico. Accordingly, Licensees and their Guests agree that any claims relating to the Licensees' and their Guests' stay and activities at Casa Gordon shall be governed by the laws of the State of Quintana Roo, Mexico. Licensees and their Guests further agree that any dispute concerning this Agreement and/or arising out of the condition of Casa Gordon or the Licensees' and their Guests' stay and activities in Mexico, including but not limited to any claims for personal injury, shall be pursued exclusively in the courts located in the City of Cozumel, State of Quintana Roo, Mexico, and Licensees and their Guests hereby renounce and waive the right to pursue any such claims in any other court or venue anywhere in the world, and waive any right to a trial by jury.

12. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed electronically by any of the Parties.

AGREED BY ALL PARTIES as Evidenced by the Licensee's Signature (above) and Licensor's Signature following:

LICENSOR:

PALANCASA, S.A. DE C.V., A MEXICAN CORPORATION,

By and through its U.S. Leasing Agent

TRAVEL FOR ADVENTURE, INC.

Date _____

Patricia Barron, President
Travel for Adventure, Inc.
7210 Blairview Drive
Dallas, Texas 75230
CasaGordon@gmail.com

EXHIBIT 1

CASA GORDON RULES AND REGULATIONS

These Casa Gordon rules and regulations (Rules and Regulations) generally govern the scope of duties of Casa Gordon Staff and the interaction of Licensee with the Casa Gordon facilities and Staff. It is intended to provide information to the Licensee as to various particulars involved in the License; yet, it does not cover every eventuality that may result from any activity or experience in the renting or occupancy of Casa Gordon.

A. Specific Daily Duties of Casa Gordon Staff

Licensee should be aware that all Casa Gordon Staff personnel have regular, daily duties that take priority to insure that the house and facilities operate smoothly. Those assigned duties include, among other things, upkeep and maintenance of the house and the Casa Gordon grounds and security for the property and its occupants. During Licensee's stay Casa Gordon Staff obviously provide certain – yet very specific – services directly for our guests, such as daily cleaning of each room and one-time laundry service for sheets during a week's stay. If requested, personal laundry service is available at \$5 at load. While the Casa Gordon Staff aims to respond to guest requests as they can, daily duties take priority.

B. Beach Facilities and Areas of Casa Gordon Restricted to Staff Use Only

Life jackets are supplied and strongly recommended, especially when using the water toys and swimming by children and infants. Please see that all paddle boards and kayaks are returned at least halfway up the beach to the house due to the daily rising water during high tide. Water shoes are recommended to access the sandy bottom beach from the house.

Only Staff may use the following: the outdoors grill, the gas stove in the kitchen; the small office (computer) room adjacent to the den; the laundry machines (washers/dryers); the mechanical areas such as the water purification plant, pool and house pump rooms, generator building, and electrical transformer box; the 4 wheeler ATV, powered watercraft, and other motorized vehicles; certain storage areas, such as the locked area of the Master Bedroom closet; and the southwest upstairs (owner's) suite.

C. Smoking is Prohibited

Casa Gordon is a smoke free habitation. No open fires – on the beach, in a Casa Gordon grill, or otherwise by any guest – are permitted on the Premises. No smoking is allowed inside any part of the house or within 25 feet of any other enclosed structures. When 25 feet or more from the structures, smoking guests are required to use the ashtrays. Smoking in the house is considered a breach of the Agreement and a damaging event because of the effects of the smoke itself on the bedding, furniture, air ducts, etc. Damage assessments will be levied for smoking in the house, garages, or storerooms. Refusal to honor the no smoking policy may also result in termination of this Agreement and forfeiture of your License Fee Payment.

D. Electronics Systems & Devices(s)

Casa Gordon has various electronics systems including satellite television, telephones, wireless internet and audio-visual systems such as TV/DVD. Casa Gordon makes no promise or guarantee, implied or otherwise, that these systems and devices will be working. While we strive to see that everything is functioning properly, there are times when certain devices or systems malfunction.

E. Treatment of Items Broken or Lost By Licensee

Due to Casa Gordon's remoteness and the attendant difficulty replacing or repairing many items, we must impose a policy and penalty to charge guests for lost or broken items. Often, replacement requires shipment from the United States and related import duties, or alternatively, very slow replacement deliveries from Mexican vendors. Examples of charged items include: keys (\$10 US per key); beach towels (\$25 US per towel); satellite TV access cards (\$350 US - these cards do not work in the US, by the way).

F. Available Menu and Chef Service Payments

Your leasing agent Travel for Adventure, Inc. will make arrangements for your Chef Service options and enhancements. This is an extra cost program and is priced according to the specific services you request. Included, for example, are meals, drinks, parties, bartender and entertainment, etc. The Chef Service Deposit will be assessed 15 days before travel to offset the cost of supplies and service for the optional meals / menus. Please note that menu selections are required fifteen days prior to occupancy; if selections are not made within this time frame we may not be able to honor the requested meal selections. Once your menu selections are finalized, the approximate final cost of your Chef Service can be determined. Additional Requests for drinks/snacks not covered by the Chef Service deposit are due in cash prior to License Termination. Use of the kitchen by guests for anything other than the storage of snacks and drinks, and the preparation of basic snacks and drinks is prohibited.

EXHIBIT 2
PALANCASA, S.A. DE C.V. RELEASE

To permit access to the property (Premises) of Palancasa, S.A. de C.V. (Casa Gordon) for swimming, diving, lounging, kayaking, paddle boarding, hiking and other use of the Premises, interaction with the Casa Gordon Staff and meals, and all other recreational activities in Mexico (Guest Activities) during my stay on the Premises, I (Guest) accept this agreement and release (Agreement), and I assume the risk, and release and indemnify Palancasa, S.A. de C.V. (Palancasa), its shareholders, owners, heirs, agents, attorneys, successors and assigns, as well as Christiane Maria Belan Monneyron de Irigoyen and her employees, independent contractors and agents (together, the Staff), as well as Palancasa's leasing agent Travel for Adventure, Inc., and its officer(s) and employee(s) (collectively, all of these are the Released Parties).

No Representations, Warranties or Liability. The Released Parties make no representations or warranties, express or implied, and shall have no liability for (i) the condition and/or safety (including the suitability, habitability, merchantability or fitness) of the Premises and/or any food, beverages, services, or accommodations provided or recommendations by the Staff for off-Premises recreational activities; (ii) the Guest Activities and related perils, including but not limited to potentially dangerous conditions and hazards that can create the risk of serious bodily injury, illness, drowning, or death and damage to personal property (Injury) including: insects, spiders, arachnids, rushing, swift water, swimming pool and ocean currents; paddle boarding and kayaking; and unauthorized or careless individuals on the Premises; or (iii) any other hazard, risk or liability relating to the Premises, including but not limited to contracting COVID-19 or any other viral or bacterial illnesses (collectively, (i) – (iii) are the Perils). Guest has neither received nor relied upon any oral or written representations, data, presentations, warranties, or other information from any of the Released Parties about the Premises or the Guest Activities regarding any fact, circumstance, recommendation, condition, legal effect, or promise of future action.

Release and Indemnity. Guest waives and releases all claims and agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, causes of action, damages, and attorneys' fees with respect to any personal injury, loss, death, or any loss, damage or destruction of personal property (the Liabilities) arising from any Perils or occurrences resulting in injury from or related to the Premises, any Guest Activities or Perils (collectively, any Incident) BY REASON OF THE RELEASED PARTIES' ACTIVE OR PASSIVE NEGLIGENT CONDUCT OR BY REASON OF ANY INCIDENT, WHETHER NATURAL OR MAN-MADE AND WHETHER THE CONDITION IS CAUSED BY THE RELEASED PARTIES' ACTIVE OR PASSIVE NEGLIGENCE (together, Release & Indemnify). Guest acknowledges that the Premises are in a foreign country and agrees to assume the risk of all dangers and Perils that may arise. Further, Guest and their heirs, successors and assigns covenant not to sue any one or more of the Released Parties and agree to Release and Indemnify the Released Parties against any Liability arising from any Incident.

Responsibility for Minors. Guest includes any minor(s) in Guest's care (Minor) for whom Guest, as parent/guardian, agrees to keep close watch and to diligently supervise, to assume full responsibility, and to Release & Indemnify the Released Parties for any Claims of Minor including THE RELEASED PARTIES' ACTIVE OR PASSIVE NEGLIGENT CONDUCT. Guest, on behalf of themselves and Minor, authorizes the Released Parties free and unlimited use of each of Guest and Minor's name, likeness, voice and testimonial.

Controlling Law and Venue. GUEST AND THE RELEASED PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT AND THAT ANY AND ALL MATTERS ARISING OUT OF OR RELATED TO THE USE OF THE PREMISES ARE GOVERNED BY THE LAWS OF THE STATE OF QUINTANA ROO, MEXICO AND THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THE PREMISES SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS LOCATED IN THE CITY OF COZUMEL, STATE OF QUINTANA ROO, MEXICO, TO THE EXCLUSION OF ANY OTHER COURT.

Print name: _____

Date _____

Signature: _____