

# Guest Agreement

## Payments

Your reservation is secured by the 50% payment of the total rental rate plus the 16% Mexican tax. The balance is due 15 days prior to arrival. Please be advised that payments are non-refundable

## Cancelation policy

Cancelations must be informed 20 days prior to your visit. Please be advised that payments are non refundable unless we can rebook the property at the full rental rate. In that event we will give a reimbursement equivalent to 85% of your payments.

## Age Requirement

A responsible adult must accompany any guest under 18 years of age. Adults traveling with children and minors are solely responsible for them. There is no lifeguard on duty at the pool.

## Rental Contract Violations

We reserve the right to reject or immediately terminate the rental without refund if in our opinion the Guest has violated rental policies and/or is detrimental to the property. **The number of guests in the property is restricted to the original reservation. Guests may be charged for any additional people staying in the property without advance notice.**

## Losses and Damages

Guests are responsible for all damage and loss to the property during their stay and are required to secure the property by keeping it locked at all times. Guest agrees to surrender the property in the same condition as at commencement of the rental period and be responsible for excessive cleaning, repair and housekeeping expenses caused by the Guest. An inventory and inspection will occur after every rental and Guest agrees to be charged after the rental for additional repairs and charges, accidental

damage or breakage in excess of \$10, missing items (towels, sheets, controllers, DVDs, Decor. etc), or damages to the property or the common areas. Property Owner shall not be responsible for missing or stolen property of any Guest, and Guests are asked to use the property safe to store money, tickets, travel documentation, jewelry and other valuables at all times.

### **Maximum Occupancy**

Maximum occupancy is 6 people (including any children). Exceeding the maximum occupancy at any time is not permitted without expressed written approval due to property owner requirements, health regulations, building codes, and other. Parties, weddings, functions of any sort, involving added guests, necessitate explicit Owner's permission and otherwise are not permitted.

### **Other Rules and Regulations**

Check-in time is 3:00pm local time, check out 11:00 am local time. Local time is CST (Day light savings time does vary from the U.S.)

No pets are allowed.

No smoking is allowed inside the property.

Rules and regulations for the common use areas have to be strictly followed.

### **Construction**

Construction of new attractions and accommodations often occurs in these areas. We cannot move people, make rate adjustments or give rebates for inconvenience due to construction, road repair, etc.

### **Things Beyond Our Control**

We work very hard to make sure your stay is happy and comfortable. However, there are things that are out of our control, please understand that there will be no refunds or discounts offered or expected. Examples of these types of things that are out of our control include: breakdown of air conditioners, TV, DVD, electronics and appliances, construction nearby,

beach accesses unusable due to acts of nature, property not decorated to your tastes, bad weather, disturbances by neighbors, etc.

### **Hurricane Guarantee**

The risk of your vacation actually being disrupted by a Hurricane is statistically very low but as a part of our total commitment to guest satisfaction, ACK REAL ESTATE offers you our Hurricane Guarantee to give you peace of mind as outlined:

A. If you are holding a confirmed reservation and are unable to travel to Playa del Carmen because of the closing of the Cozumel or Cancun Airport or the city due to the implementation of our National Hurricane Plan, we will allow you to reschedule and we will credit all of your payment towards a future reservation pending availability of the property.

- If you are currently In Playa del Carmen and a hurricane is predicted to impact the city and may require that you depart early, we will credit the balance of your stay to a future reservation pending availability of the condo.
- If prior to your arrival date the property is rendered not habitable, or public utilities in Playa del Carmen are not operational we will credit all of your payment towards a future reservation pending availability of the condo.

### **Owner Liability or Disputes**

Owner shall not be liable for damages resulting from injury to any person or any person's property in connection with this Rental Agreement or while on the premises. Guests agree (1) to indemnify and hold harmless Owner from any liability, loss or obligation resulting from any such injuries or damages, and (2) to resolve any disputes under Mexican law. The municipal court of the city of Solidaridad, state of Quintana Roo, Mexico, will have complete and absolute jurisdiction regarding any legal action

**Acceptance**

By making a payment on this reservation you are agreeing to all the terms set forth.

Tenant(s): \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ City, \_\_\_\_\_ State,

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Number in Party: \_\_\_ Adults \_\_\_ Children Flight Information and Arrival

Time: \_\_\_\_\_ Emergency

contact: \_\_\_\_\_

Emergency contact telephone or

email: \_\_\_\_\_

