



## **HOTEL POLICIES**

### **CANCELATION POLICY**

Free cancellation until 30 days before the check-in date. THE 10% DEPOSIT (PLUS TAX) CHARGED AT THE TIME OF BOOKING IS NON-REFUNDABLE. Cancellations less than 30 days before the check-in date are not refundable. Guests can reschedule their booking free of charge. All other conditions must remain the same. Any upgrades to room type or season (i.e., from low season to high season) will result in additional charges.

### **TRAVEL INSURANCE IS STRONGLY RECOMMENDED**

HOTEL shall NOT be liable for any refunds or other compensation due to travel delays, cancellations outside these terms, any guest's inability to travel for any reason, and any related losses or expenses, including without limitation any losses or costs resulting from "acts of God" such as but not limited to: hurricanes, pandemics, political issues, illness, emergencies or any force majeure type events.

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE CONTRACT BETWEEN ALL TRAVELERS AND HOTEL GUESTS (INDIVIDUALLY AND COLLECTIVELY "GUEST"), AND HOTEL PROVIDING ACCOMMODATIONS AND SERVICES TO GUEST PURSUANT TO A CONFIRMED BOOKING WITH THE HOTEL HEREINAFTER REFERRED TO AS "HOTEL." PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO ENSURE YOUR COMPLETE UNDERSTANDING AND AGREEMENT. IN CONSIDERATION OF THE BOOKING CONFIRMATION ISSUED TO YOU BY THE HOTEL AND/OR ANY THIRD-PARTY TOUR OPERATOR, TRAVEL AGENT, OR TRAVEL PROVIDER, ALONG WITH OTHER GOOD AND VALUABLE CONSIDERATION, ALL GUESTS HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS IN THIS CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT":

1. Bookings made with HOTEL require a 10% non-refundable deposit at the time of booking. Balance owing is due 30 days before the check-in date and will be automatically charged to the credit card on file. Payment terms may vary for bookings made through third parties. If a third party fails to send payment to the HOTEL for a GUEST'S booking, the GUEST agrees that the HOTEL may charge the GUEST'S credit card for the total booking amount, and the GUEST agrees not to dispute any such charges. If the GUEST's credit card has insufficient credit, the GUEST agrees to send payment in full by other reasonable means within seven days after the HOTEL'S payment request.
2. All room rates are in US Dollars per room, per night, and are subject to an additional 9% government tax.
3. Rates are based on single or double occupancy per night.

4. Third and fourth guests are permitted in Villas only (not Casitas) for an extra \$25 US per person per night, plus 9%tax.
5. The HOTEL is an adult-only property (18 years old and up).
6. The HOTEL accepts Visa, Master Card, and American Express only.
7. Travel Delays and Cancellations: HOTEL shall NOT be liable for any refunds or other compensation due to travel delays, cancellations, any GUEST'S inability to travel for any reason, and any related losses or expenses, including without limitation any losses or expenses resulting from "acts of God" or force majeure type events. **TRAVEL INSURANCE IS STRONGLY RECOMMENDED.** Please refer to the Cancellation Policy for further details.
8. Check-in time is 3:00 p.m., and check-out time is 11:00 a.m. Subject to availability, early check-in or late check-out may be available.
9. Passport and Credit Card are Required for Check-In. Upon check-in at the HOTEL, the lead GUEST whose name the booking is under MUST PRESENT A VALID PASSPORT and a VALID MAJOR CREDIT CARD. The names on the booking confirmation, passport, and credit card must match. This is part of the HOTEL'S ongoing efforts to prevent fraud and protect GUEST'S identities.
10. Notwithstanding anything contrary, upon check-in at the HOTEL, each adult GUEST must sign the HOTEL's Guest Registration Form confirming the GUEST'S agreement with the Terms and Conditions and the HOTEL's RELEASE AND WAIVER OF LIABILITY FORM ("WAIVER"). A copy of the WAIVER included in the HOTEL's Guest Registration Form is attached to this CONTRACT. The HOTEL's Guest Registration Form specifies, among other things, that any claims or controversies arising out of or in connection with any GUEST'S stay at or presence upon HOTEL property— including the use of any related services, facilities, and amenities— shall be governed by and subject to the exclusive jurisdiction of the laws, courts, and authorities of Belize. IF THE GUEST REFUSES TO SIGN THE HOTEL'S WAIVER, THE GUEST SHALL NOT BE PERMITTED TO CHECK IN AND SHALL BE DENIED ACCESS TO THE HOTEL, ITS SERVICES, AND AMENITIES. THEREFORE, NOTICE OF THIS REQUIREMENT IS HEREBY PROVIDED, AND THE GUEST SHALL BE DEEMED TO HAVE READ AND UNDERSTOOD THIS REQUIREMENT AT THE TIME OF SAID HOTEL BOOKING. THE CANCELLATION CHARGES OUTLINED IN THE CANCELLATION POLICY SHALL APPLY IF THE GUEST CHOOSES TO CANCEL OR CHANGE THEIR HOTEL BOOKING DUE TO UNWILLINGNESS TO SIGN AND AGREE TO THE HOTEL'S GUEST REGISTRATION FORM. THE REQUIREMENTS OF THIS CONTRACT SHALL APPLY TO ALL HOTEL BOOKINGS, WHETHER MADE DIRECTLY WITH THE HOTEL OR THROUGH ANY THIRD PARTY OR TRAVEL AGENT.
11. Smoking (of any substance) is NOT permitted in rooms or on the public pool deck. Please be respectful of other guests who may not smoke. A minimum room cleaning fee of \$500 US will be charged to the booking credit card on file if a GUEST or one of their visitors smokes in the room.
12. Quiet Hours are from 11:00 p.m. to 8:00 a.m. Please be respectful of other guests.

13. You are liable for any damage caused to the allocated room(s), to the HOTEL premises, or to property caused by you or any persons in your party (whether or not staying at the HOTEL) during your stay. HOTEL reserves the right to retain your credit card details and charge or debit such amounts at its sole discretion to compensate or make good, damage, costs, or expenses incurred or suffered by the HOTEL.

14. Lost/stolen or damaged kayaks or paddle boards will result in a charge of \$500 US each. Lost/stolen or damaged life jackets or paddles will result in a charge of \$75 US each. Lost/stolen or damaged keys will result in a charge of \$25 US each. Lost/stolen towels will result in a charge of \$25 US each. Normal wear and tear are excluded from these terms. GUEST agrees these items shall be paid in cash before checkout. Failure by GUEST to pay will result in the cost being charged to the credit card on file.

15. Ground transfers and taxis are NOT INCLUDED. Taxis are typically readily available outside the airport's baggage claim area. Golf cart rentals are cost-effective and are the suggested mode of transportation.

16. Force Majeure. The HOTEL shall NOT be liable for any losses or damages due to events beyond their reasonable control, including without limitation acts or orders of governmental authorities; weather (hurricane, etc.); fire; flood; earthquake; volcanic activity; lightning; epidemics, pandemics or other illnesses; airline delays or cancelations for any reason; utility outages; strike, lockout, or work stoppage; terrorism; or any event typically described as "force majeure" or an "act of God." REFUNDS SHALL NOT BE OFFERED in case of a late or delayed arrival at the HOTEL. In the event of a delayed departure from the HOTEL, GUESTS shall be required to pay locally for any additional nights at a rate not to exceed the HOTEL's published ("rack") rates per night. Again, **TRAVEL INSURANCE IS STRONGLY RECOMMENDED.**

17. The HOTEL is located in a tropical environment. Although the HOTEL maintains a year-round pest control program, the HOTEL, its owners, employees, agents, insurers, and suppliers SHALL NOT be liable for, and all GUESTS shall HOLD HARMLESS the HOTEL, its owners, employees, agents, insurers, and suppliers from any injury, illness, or loss resulting from exposure to Zika virus, any other insect-borne disease, any similar tropical illness, or injury, illness, or loss, of any nature whatsoever. Potential GUESTS who are pregnant or may become pregnant should seek the advice of a qualified physician before traveling.

18. Due to the unique nature of the HOTEL, its buildings, grounds, amenities, and services, the HOTEL may not be suitable for guests with specific disabilities and mobility issues. Some buildings, rooms, grounds, beaches, amenities, events, and services may not be accessible. Likewise, guests with specific disabilities and mobility issues may encounter difficulties at local airports/ferries and with public or private transportation, walkways, buildings, facilities, services, and events.

19. Forum Selection; Governing Law: As a condition of making any HOTEL booking, all GUESTS hereby AGREE that the courts and authorities of Belize shall have exclusive jurisdiction over any claims or actions of any nature whatsoever arising out of any claims, act, omission, illness, injury, loss

or other occurrences at the HOTEL or anywhere in the country where the HOTEL is physically located. All other jurisdictions that any guest may have access to because of domicile or otherwise, including, without limitation, the United States, Canada, and the United Kingdom, are hereby irrevocably waived. Any such claims or actions shall be governed exclusively by Belize's laws and regulations. GUESTS agree that any claim brought in a jurisdiction other than Belize shall be dismissed with prejudice, and all costs of such dismissal, including but not limited to attorney's fees, shall be borne by the GUEST. The provisions contained in this CONTRACT are LEGALLY BINDING on all HOTEL GUESTS. In the event of a conflict between the provisions of this CONTRACT and any other information or advertising relating to any GUEST'S travel to or stay at the HOTEL, the provisions contained in this CONTRACT SHALL CONTROL.

20. Limitations of Liability: UNDER NO CIRCUMSTANCES shall HOTEL, its owners, officers, employees, agents, or insurers be liable for any claim or action of any nature whatsoever arising out of or in relation to any act, omission, illness, injury, loss or occurrence at the HOTEL or in Belize. Each GUEST shall HOLD HARMLESS HOTEL and its owners, officers, employees, agents, and insurers from any such HOTEL-related claims and actions and any claims or actions based on the acts or omissions of any third party, including but not limited to airline, transportation provider, and tour and excursion providers. UNDER NO CIRCUMSTANCES shall the HOTEL, or any of its respective owners, officers, employees, agents, or insurers be liable for any consequential, incidental, punitive, or exemplary damages or any damages based on emotional distress, mental suffering, psychological injury, or any injury or illness of any kind.

21. This CONTRACT is LEGALLY BINDING. Each GUEST is responsible for reading, understanding, and agreeing with the terms and conditions outlined in this CONTRACT as a condition of securing a HOTEL booking or staying at the HOTEL. The provisions of this CONTRACT have been made available to the GUEST in advance of making a HOTEL booking or at the time of check-in. The provisions of this CONTRACT are meaningful and enforceable and are NOT "BOILER PLATE" PROVISIONS. This CONTRACT has been made available to GUESTS prior to making a HOTEL booking and prior to travel; thus, ADVANCE NOTICE has been provided.

22. Upon or before check-in, GUESTS aged 18 and over MUST sign our WAIVER. Please be aware that the HOTEL has taken reasonable steps and precautions to ensure safety while staying with us. However, guests use our property at their own risk. To stay with HOTEL, our WAIVER must be signed upon arrival or brought with the GUEST, who has already signed. If not already signed, upon check-in, the HOTEL will require GUESTS to sign the WAIVER. GUEST agrees to release and hold harmless HOTEL, its owners, agents, and insureds from any liability.

#### RELEASE AND WAIVER OF LIABILITY

I, the undersigned ("GUEST"), hereby irrevocably and unconditionally waive and release and hold harmless from liability Mangata Villas ("HOTEL"), its owners, agents, and insureds ("RELEASEES") from any and all liabilities, claims, actions, damages, costs, or expenses of any nature whatsoever

whether in law or equity, known or unknown, occurring during, caused by, relating to, or arising in any way from staying at, or participating in any activity at HOTEL.

GUEST also understands that attending this facility in the jungle, near the sea, may involve voluntary participation in indoor and outdoor physical activities, inevitable exposure to wildlife and walks, steps, paths, uneven roads, and water activities both in the pool and the sea. There is a certain element of risk with these and all related activities. By signing this waiver, GUEST hereby acknowledges that participation and use of facilities and grounds are at GUEST'S own risk and that GUEST assumes all responsibilities for any and all aspects of participation by both GUEST and any children who might accompany the GUEST or visitors of GUEST invited on the property by the GUEST. GUEST understands that the proper use of the pool, kayaks, and paddle boards provided as some of the available activities is required. This WAIVER applies to any and all activities, named and unnamed herein, which are voluntarily participated in by GUEST and family members and visitors of GUEST at the HOTEL. GUEST agrees, releases, and waives liability from the HOTEL related to their use of the pool, kayaks, paddle boards, or golf carts used by GUEST on or off the property.

GUEST also understands that this WAIVER irrevocably and unconditionally releases and holds harmless all RELEASEES from any financial or other liability for any injury, bodily harm, sickness, illness, or loss of life, or any economic harm or loss of property occurring during, caused by, relating to, or arising in any way out of staying at HOTEL.