

The following is a template of the Reservation Agreement that you will receive via email from Mayan Riviera Properties after booking your reservation. The emailed version will allow you to digitally sign this Agreement and return it to Mayan Riviera Properties via email.

Mayan Riviera Properties
(Hereinafter referred to as "Agent".)
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VACATION RENTAL AGREEMENT

(Hereinafter referred to as "Agreement".)

Reservation Information:

- Vacation Rental Unit: XXXX *(Hereinafter referred to as "Unit".)*
- Guest Name: XXXX *(Hereinafter referred to as "Guest".)*
- Reservation Number: XXXX
- Check-In Date: XXXX
- Check-Out Date: XXXX
- Number of Adults/Children: X Adults / X Children

Payment Terms & Information:

1. TOTAL RENTAL FEE = XXXX USD

2. PAYMENT SCHEDULE:

- If your Check-In Date is Greater than 90 days from Today:
 - The Reservation Deposit, 30% of Total Rental Fee, is due immediately to confirm your reservation and will be applied toward your Total Rental Fee.
 - The balance of your Total Rental Fee will be due 90 days prior to Check-In.
- If your Check-In Date is Less than 90 days from Today:
 - The Total Rental Fee is due immediately to confirm your reservation.

3. PAYMENT METHODS: All payments must be made via Visa or MasterCard directly with Mayan Riviera Properties. You will see "Mayan Riviera Properties" listed as the vendor in the information on your credit card statement. Payments to any other vendor and/or any other method of payment (PayPal, Cash, Check, other credit cards, etc.) is not accepted and will not be applied toward your rental.

4. PAYMENT REQUIREMENT: All fees related to the rental reservation must be paid in full, prior to check in. Reservations that have not paid in full, in accordance with the terms of this Agreement, will not be honored.

Agreement Terms:

1. GUEST:

- Guest is 25 years of age or older.
- Guest is to be an occupant of the Unit during the entire reserved period.
- Guest is the individual accepting responsibility for the Unit on behalf of all occupants.
- Guest is individual accepting responsibility for complying with all payments and any damage charges.

2. CHECK-IN: Check-In is after 4 p.m. CST without prior approval.

3. CHECK-OUT: Check-Out is by 10 a.m. CST without prior approval. A fee of \$50.00 USD per hour will be assessed for each hour past the required check-out time.

4. UNIT POLICIES: The following policies are to be followed by Guest and occupants of the Unit.

- OCCUPANCY: The maximum occupancy for this Unit is: X occupants, children and adults combined. Access to the Unit, its premises, and any shared common areas is limited to this number of occupants during the reservation.
- SMOKING: Smoking is permitted outside only. Please dispose of cigarettes in outside trash bins only. Extra cleaning/replacement fees will be assessed if there are any smoking-related odors/damage inside or litter outside the Unit.
- STUDENTS: This Unit is not rented to student groups under 25 years of age.
- NOISE: Please be considerate of neighboring properties in keeping noise level to a minimum during evening hours.
- PETS: This Unit allows the following as a maximum number of pets: X. For those Units that allow (0) zero pets, absolutely no pets are allowed in the Unit or on its premises. For those Units that do allow a certain maximum number of pets, Guest may or may not be charged a Pet Fee at the time of booking, as per the policies of the Unit. Guest assumes all responsibility for the pet(s) and agrees to limit number to the maximum as stated. Pet(s) must be well-behaved, stay off of furniture and beds, not be left unattended, kept on leash in common areas, and must not be a noise nuisance. Guest is responsible for immediately picking up after pet(s) in outdoor areas. Pet(s) must be treated with a flea and tick repellent three (3) days prior to arrival. Fleas and ticks are rampant in this area and can cause harmful illness to pets. Guest authorizes Mayan Riviera Properties to charge Guest's Credit Card for any charges related to repairs/replacement, landscaping, extra cleaning, and/or fumigation for fleas/ticks as a result of Guest's pet - even in the event that this amount exceeds the amount collected as the Damage Deposit. Guest agrees to remove pet from Unit's premises if pet(s) is determined to be a noise nuisance by Agent.
- UNIT USE: Unit shall be rented for the purpose of a private vacation rental. Special events, events for commercial purposes, and/or parties are not permitted. Additionally, Guest agrees not to conduct any activity or use Unit for a purpose that violates any law or governmental regulation.

5. OUTSTANDING CHARGES: All outstanding charges that have accrued during Guest's stay must be paid prior to departure. If all outstanding charges are not paid prior to departure, Guest hereby authorizes Agent to charge Guest's credit card for the balance due.

6. CANCELLATIONS/REFUNDS:

- If a confirmed notice of cancellation is received more than 90 days prior to the Check-In Date, the Reservation Deposit shall be forfeited by Guest.
- If a confirmed notice of cancellation is received within 90 days of the Check-In Date and the Unit is re-rented, the Reservation Deposit shall be forfeited by Guest. If the Unit is not re-rented, the Total Rental Fee shall be forfeited by Guest.
- All payments received for any concierge services, extra amenities, third party services, and tours are non-refundable.
- Shortened stays or early departure do not warrant any refund or rent or deposit. The purchase of trip insurance is recommended, as it is intended to protect travelers from unforeseen circumstances that cause cancellation or interruption, included but not limited to hurricanes, illness, etc. Trip insurance will be the sole remedy for the occurrence of such perils.
- Utilities, services, and amenities that are available in the Unit are maintained regularly and kept in good repair. Agent will facilitate the repair of equipment or restoration of services, however, lapses in services or equipment do not warrant any refund of rent.
- Construction noise from neighboring properties does not warrant any refund of rent.

7. UNIT DAMAGE/LOSS: Guest is responsible for immediately reporting any Unit damage or loss to Agent. To avoid erroneous blame, Guest is required to notify Agent immediately of any damage upon Check-In. While Agent does not require a separate damage deposit, Guest remains responsible for all damage/loss to the Unit during the rental period. The Unit shall be inspected after Guest Check-Out and prior to the next Check-In, with a maximum inspection time of 15 business days. Agent is authorized to determine the nature, extent, and expense association with any damage or loss as described below:

- No damage is done to the Unit, its contents or property beyond normal wear and tear.
- No linens are lost or damaged.
- The renter is not evicted by Mayan Riviera Properties or local law enforcement.
- All keys are left on the kitchen table, and the Unit is left locked and secured. If all keys are not returned, Guest will be assessed a fee of \$15.00 USD per replacement key.

8. BEACHES/HOT TUBS/POOLS/PATIOS ADVISORY: Guest acknowledges that if the Unit they have reserved includes a hot tub, pool, patio, and/or is beach accessible, they are fully aware that these areas can be dangerous, are unsupervised, are slippery, and can cause injury or death. All guests should observe any posted policies. With full knowledge of these facts and warnings, the Guest accepts and assumes all risks and liability involved in or related to the use of these areas.

9. HOLD HARMLESS: Agent and/or Unit Owners do not assume any liability for loss, damage, or injury to persons or their personal property. Neither do these Parties accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond their control. By accepting this Agreement, it is agreed that the Guest and all occupants, heirs, assignors, executors, and administrators, fully release and discharge Mayan Riviera Properties and Unit Owners from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the Guest, or any of his/her Guests as a result of, or in connection with the occupancy of the premises and agrees to hold Mayan Riviera Properties and the Unit Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

Guest Agreement & Credit Card Authorization Form:

By checking the boxes below and signing my digital signature below I, XXXX, hereby:

{checkbox} acknowledge that I have read this entire Agreement and agree to all of the agreement terms and conditions, payment terms and conditions, and unit policies contained herein.

{checkbox} authorize Agent to charge the credit card I have provided for all payments relating to this reservation including requested concierge services; requested amenity items; Unit Damage/Loss; late Check-Out fees; and/or Outstanding Charges during my reservation and after my departure.

Date of Agreement: XXXX

Guest Signature: XXXX