



Mayan Riviera Properties  
(Hereinafter referred to as "Agent".)  
Av. Tulum SM 1 MZA 9 Lote 16  
Puerto Morelos, Q. Roo, Mexico 77580  
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## **VACATION RENTAL AGREEMENT**

(Hereinafter referred to as "Agreement".)

### **Reservation Information:**

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Vacation Rental Unit: XXXXXX (Hereinafter referred to as "Unit".)

Guest Name: XXXXXX (Hereinafter referred to as "Guest".)

Guest Address: XXXXXX

Guest Phone: XXXXXX

Guest Email: XXXXXX

Reservation Number: XXXXXX (Hereinafter referred to as "Reservation".)

Check-In Date: XXXXXX

Check-Out Date: XXXXXX

Number of Adults/Children: X adults / X minors

## Payment Schedule & Terms:

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1. TOTAL RENTAL FEE = XXXXXX  
RESERVATION DEPOSIT = 30% of Total Rental Fee
2. PAYMENT SCHEDULE:
  - a. If your Check-In Date is Greater than 90 days from Today:
    - i. The Reservation Deposit, 30% of Total Rental Fee, is due immediately to confirm your reservation and will be applied toward your Total Rental Fee.
    - ii. The balance of your Total Rental Fee will be due 90 days prior to Check-In.
  - b. If your Check-In Date is Less than 90 days from Today:
    - i. The Total Rental Fee is due immediately to confirm your reservation.
3. PAYMENT(S):
  - a. **All payments must be made by the Guest listed on this Agreement using a credit card in the Guest's name.**
  - b. All payments must be made via Visa or Mastercard.
  - c. For your fraud protection: Within 48 hours of booking, Guest must provide the following to Agent:
    - i. Photo of the Credit Card used to make the Reservation (All numbers except the last 4 digits may be blocked in the photo)
    - ii. Copy of Official Identification (Passport, Drivers License, Government ID)
    - iii. Signed copy of this Agreement
  - d. For your fraud protection: "Mayan Riviera Properties" will be listed as the merchant of record on your payment receipt that we will email and in your credit card statement. Any other method of payment (PayPal, Cash, Check, other credit cards, etc.) is not accepted and will not be applied toward your rental.
  - e. All fees related to the Reservation must be paid in full prior to check-in. Reservations that have not paid in full prior to check-in and in accordance with the terms of this Agreement will not be honored.

## Agreement Terms:

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1. GUEST:
  - a. Guest is 25 years of age or older.
  - b. Guest is the individual accepting responsibility for the Unit on behalf of all occupants.
  - c. Guest is individual accepting responsibility for complying with all payments and any damage charges.
2. CHECK-IN:
  - a. Check-In is after **4 p.m.** Cancun Time.
  - b. Prior approval is required for early check-in. Early check-in is a courtesy and cannot be guaranteed.

- c. Guest must be present at check-in and provide ID and Credit Card used to make Reservation.
3. CHECK-OUT:
  - a. Check-Out is by **9 a.m.** Cancun Time.
  - b. Prior approval is required for late check-out. Late check-out is a courtesy and cannot be guaranteed.
  - c. A fee of \$50.00 USD per hour will be assessed for each hour past the required check-out time that the Unit is occupied.
4. UNIT POLICIES: The following policies are to be followed by Guest and occupants of the Unit --
  - a. OCCUPANCY:
    - i. Guest is to be an occupant of the Unit during the entire Reservation period.
    - ii. The maximum occupancy of this Unit for this reservation is: X adults / X minors. Access to the Unit, its premises, and any shared common areas is limited to this number of occupants during the entire Reservation.
  - b. SMOKING: Smoking is permitted outside only and is subject to any HOA Rules. 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.
  - c. STUDENTS: This Unit is not rented to student groups under 25 years of age.
  - d. NOISE: Please be considerate of neighboring properties in keeping noise level to a minimum during evening hours.
  - e. PETS: This Unit allows the following as a maximum number of pets: X.
    - i. For those Units that allow (0) zero pets, absolutely no pets are allowed in the Unit or on its premises.
    - ii. For those Units that do allow a maximum number of pets Guest will be charged a \$25.00 USD/night Pet Fee at the time of booking. 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. Guest agrees to remove pet from Unit's premises if pet(s) is determined to be a noise nuisance by Agent.
  - f. 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. CANCELLATION/REFUND POLICIES:
  - a. If required documentation is not received from Guest (Copy of Credit Card in their name, Identification, Signed Agreement) within 48 hours of booking, Agent reserves the right to cancel the reservation and withhold a 5% credit card processing fee.

- b. To Cancel Your Reservation:
    - i. Guest must send an email to Agent requesting cancellation.  
[Rentals@MayanRivieraProperties.com]
    - ii. Upon receipt of this email, Agent has the obligation to respond to the cancellation request the following business day, thus confirming the cancellation.
  - c. As of the confirmed cancellation, the Agent will attempt to re-rent the Unit for the cancelled dates and the following policies will apply:
    - i. Unit is re-rented for the dates of the Reservation: Guest may choose one of the following options:
      - 1. Refund of monies collected, less an amount equal to 10% of the Total Rental Fee.
      - 2. Apply the monies collected toward another reservation within one calendar year of the Reservation, without penalty.
    - ii. Unit is not re-rented: All monies that have been collected by Agent from Guest shall be forfeited by Guest.
    - iii. COVID-19 Cancellation: Should travel not be possible due to an official COVID-19 travel restriction preventing the ability to travel to the Municipality of Puerto Morelos and/or from the Guest's County/Municipality, issued by one or both of the respective governments, for the dates of the Reservation, the Guest will receive full credit of all monies collected by Agent from Guest toward a new reservation within one calendar year of the original Reservation. No refund will be issued.
  - d. All payments received for third party services (Concierge, Amenity Items, Tours) are non-refundable.
  - e. Shortened stays or early departure do not warrant any refund or rent or deposit. It is the Guest's responsibility to purchase of trip insurance, 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.
  - f. Utilities, services, appliances, and amenities that are available in the Unit are maintained regularly and kept in good repair. Lapses in service or equipment failure does not warrant refund.
  - g. 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:
- a. No damage is done to the Unit, its contents or property beyond normal wear and tear.
  - b. No linens are lost or damaged.
  - c. The renter is not evicted by Agent or local law enforcement.
  - d. 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. COVID-19 MEASURES WAIVER: The current measures that Agent is taking in response to COVID-19 can be found on Agent’s website: [MayanRivieraProperties.com](http://MayanRivieraProperties.com). Guest acknowledges that these protocols are subject to change, do not guarantee a COVID-19-free environment, and that Agent makes no warranties as such.
10. 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:

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By initialing below I, XXXXXX, hereby:

\_\_\_\_\_ acknowledge that I have read this entire agreement and agree to all of the agreement terms and conditions, payment terms and conditions, cancellation policy, and unit policies contained herein.

\_\_\_\_\_ authorize agent to charge the credit card I have provided for all payments relating to this reservation.

\_\_\_\_\_ authorize Agent to charge the credit card I have provided for any outstanding charges accrued by reservation including but not limited to: Unit damage/loss, late check-out fees, and or any charges accrued before or after my departure.

Date of Agreement: \_\_\_\_\_

Guest Signature: \_\_\_\_\_

*To finalize your reservation, for purposes of Guest Fraud Protection, Guest must send:*

- 1. The last page of this Agreement with initials and signature*
- 2. Copy of ID*
- 3. Copy of Credit Card used to make reservation. (Guest is welcome to cover all but the last 4 digits on the credit card image.)*