

VILLA LAS UVAS VACATION RENTAL AGREEMENT

This Rental Agreement (the "Agreement") is dated **from the moment that payment is received**, by and between *Villa Las Uvas* ("VLU"), and the "Guest" (and all guests within the Guest's party).

The Guest (and all guests in the Guest's party) agrees as follows:

PREMISES. VLU, in consideration of the agreements and payments provided in this Agreement, rents to Guest the property located at Vieja Carretera Costera Sur, Kilometro 7.5, Cozumel, Quintana Roo, Mexico (the "Premises").

TERM. The Guest will have full use of the Premises beginning from 3:00pm on the date of check-in until 11:00am on the date of check-out.

RENTAL PAYMENTS. If paid by PayPal or Check, half of the total rental payment is due upon booking. The remaining total is due 30-days before the check-in date. If booked through the website, a credit card payment will be required to be made in full.

SECURITY DEPOSIT. At the time of the booking, the Guest will submit the refundable \$1,000 damage/security deposit, per property. If there are any major and unreasonable damages caused by the Guest(s), those damages will be paid for with this damage deposit. The difference, if any, will still be refunded to the Guest no later than 7-days after the checkout date. Deposits received by credit card, can take up to 30-days to see the hold lifted from the Guest's credit card account.

CANCELLATIONS & REFUNDS. (a) If the Property becomes unavailable to the Guest prior to occupancy, for reasons related to VLU (property emergency, double booking, water damage, fire damage, etc...), VLU agrees to refund the full amount paid to the date of cancellation or find the Guest another property unit of equal amount, and Guest agrees to release any claims against VLU. (b) If, for any reason, the Guest cancels this Agreement within 60-days from the check-in date, Guest will not receive a refund of amounts paid, but can use those funds as a credit for a rescheduled trip within 12-months of the original check-in date. For Guest cancellations made prior to 60-days within the check-in date, VLU will issue a full refund. (c) Failure to pay the Final Payment in a timely manner will be considered a guest cancellation. Final Payment must be made in full 30-days prior to the check-in date. Cancellations related to the COVID-19 pandemic, other illness, missed/canceled flights, or natural disasters are dependent on a number of factors that VLU has no control over. If one of these events occur, contact VLU and the situation will be analyzed. Any upcoming reservations will be canceled/rescheduled if there is a known risk of a hurricane or other natural disaster that will land just before or during the reservation dates.

MINIMUM STAY. This property requires a 4-night minimum stay during non-holiday dates, and a minimum of 7-nights during the holiday season.

USE OF PREMISES/ABSENCES. Guest shall occupy and use the Premises as a dwelling unit. Guest will maintain the premises in good order and appearance including keeping the premises free of trash and garbage. Due to the COVID-19 pandemic, Guest agrees to adhere to all guidance from the Centers of Disease Control and Prevention (CDC) on COVID-19 and any local and state regulations.

GATES. The main gates are to remain closed at all time (24/7). Upon daily and routine entry and exit, Guest and VLU staff must open and close gates with each passthrough. VLU employees will lock the gates at 10:00pm each night and unlock the gates at dawn every morning (gates will remain closed, but unlocked during the day). For guests requiring entry and exit before or after these times, they can speak with VLU employees to unlock gates, but gates must be locked once Guest has re-entered for the duration of the night. The gates should remain unblocked and unobstructed at all time. No parking is allowed in any area that blocks the gates and prohibits the entry/exit of the property. Violators will be toed at the Guest's expense.

OCCUPANTS. No more than the number of guest(s) from the original booking may occupy the Premises at any one time unless the prior written consent by VLU is obtained. No children under the age of 12-years-old may occupy the Premise, unless written permission from VLU is obtained. Any party falsely representing the number of people, or exceeding the maximum may be subject to immediate eviction without refund and complete loss of the security deposit.

PETS. Pets are not be allowed at any VLU property, unless written permission by VLU is given.

PARKING. Guest can park anywhere in the private lot as long as no garage doors, entryways, driveway, or delivery ways are blocked.

NON-DISTURBANCE CLAUSE. Guest and their guests shall not disturb, annoy, endanger or inconvenience neighbors nor use the premises for any unlawful purposes. No loud music or partying will be allowed in any common area after 10:00pm unless there written permission is given by VLU. Moderate music and sound-levels are allowed so long as other guests are not being disturbed.

SMOKING/VAPING. Smoking and vaping are strictly forbidden inside the Property. Smoking/vaping is only allowed outside. Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional cleaning fee charges to Guest as excess damage cost and will be charged against the credit card on file or Guest's security deposit at VLU's discretion.

COOKING. Guest may cook only in the specific areas set aside by VLU for cooking (kitchen and barbecue area). No open fires are allowed other than in the grill. All fires must be thoroughly extinguished before leaving unattended, all ovens and stoves must also be turned completely off after every use, and must never be left on and unattended. Any negligent fire or smoke damage will be repaired at the Guest's expense.

CLEANING. The property will be inspected and cleaned after departure. Since the pandemic, VLU has augmented current cleaning protocol to account for the changes in cleaning in adherence to COVID-19 cleaning protocols, even after the pandemic has passed. Guest is required to leave the property in the same general condition that it was received in by making sure that the dishes are washed and put away, and the property is generally picked up and ready to be vacuumed, dusted, disinfected and laundered. The property has been cleaned by VLU staff in accordance with CDC recommended cleaning and disinfecting standards.

LAUNDRY. The rental fee includes laundry service for the towels and linen. Once per week, VLU staff can wash one load of laundry per group. Guest is not allowed to use the laundry machines.

HOLDOVER. If Guest needs to stay one or more days after the check-out date, Guest can do so only if there is availability, upon approval by VLU, and must pay for each additional night, plus tax by 11:00am on the original check-out date.

ACCESS BY VLU TO PREMISES. Subject to Guest's consent (which shall not be unreasonably withheld), VLU shall have the right to enter the Premises to make inspections, or provide necessary services (like cleaning). However, VLU does not assume any liability for the care or supervision of the Premises and items within while under the possession of Guest. As provided by law, in the case of an emergency, VLU may enter the Premises without Guest's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Guest agrees to indemnify, hold harmless, and defend VLU from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which VLU may suffer or incur in connection with Guest's possession, use or misuse of the Premises, except VLU's act or negligence. The Guest agrees to resolving all matter's directly with VLU, in peaceful negotiations, and in the event of impasse, the Guest agrees to resolve the matter through mediation.

DANGEROUS MATERIALS. Guest shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of VLU is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. No firearms or weapons of any kind are allowed on the Premises.

CONTROLLED SUBSTANCES. Absolutely no illegal drugs are allowed on the premises (interior or exterior areas), including marijuana (with or without a medical card, and no matter if it is permissible by law).

CASUALTY OR DESTRUCTION. (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to the Guest.

BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction. Furthermore, the Guest agrees to not file suit against VLU. The Guest agrees to not publicly defame (including negative and/or false reviews online and on social media) VLU and agrees to communicate with VLU privately in the unlikely event that any issues arise.

CAUSE FOR EVICTION. The Guest and all parties with the Guest will be subject to immediate eviction from the Premises if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, noise ordinance or parking. In the event of eviction from the Premises, the Guest shall forfeit all amounts paid and there will be no refund of money.

ATTORNEY'S FEES AND COSTS. If VLU employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover deposits not due, Guest shall be liable to VLU for reasonable attorney's fees and costs incurred by VLU.

ACCEPTANCE. In providing payment, Guest acknowledges that he/she/they has read, understands, and agrees to all parts of this rental agreement and by making a payment to VLU, Guest understands that this is a mutually agreed-upon and legally-binding contract. Making a payment acts as a confirmation and signature of this contract.