

RENTAL RULES AND REGULATIONS

Villa La Estancia Unit #1403. Paseo Cocoteros #700 Sur, Flamingos Nuevo Vallarta, Nayarit 63732 Mexico. (322) 226-8100

1. **CHECK-IN TIME** IS AFTER 4 PM CST AND **CHECK-OUT** IS 12 Noon CST. NO Early Check-ins.
2. This is a **NON SMOKING** unit.
3. **Pets** are not permitted in unit under any conditions.
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. **RESERVATION DEPOSIT**- A reservation deposit of 50% of total rental amount is required to guarantee the reservation. This must be received within seven (7) days of booking the reservation. Please make payments in the form of traveler's checks, bank money orders, cashiers checks or personal checks payable to William Smith. The reservation payment is not a damage deposit.
6. **FULL PAYMENT** – The BALANCE OF RENT is due sixty (60) days before your arrival date.
7. **SECURITY DEPOSIT** – A separate security deposit of \$300 is required sixty (60) days prior to the beginning of the rental period. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
 - c. Checkout is completed with Villa La Estancia and unit is left locked
 - d. NO Early check-in or late check-out.
 - e. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by Villa La Estancia.
8. **CANCELLATIONS** - A one hundred and twenty (120) day notice is required for cancellation. Cancellations that are made more than one hundred and twenty (120) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made less than one hundred and twenty days (120) but more than sixty (60) days prior to the arrival date, forfeit the damage deposit payment. Cancellations or changes that result in a shortened stay, that are made less than sixty (60) days prior to the arrival date, forfeit all payments made, except the damage deposit. However, forfeited amount can be applied as a credit against a future rental, provided the rental is by the same person, and that the rental period is completed no more than one (1) year after the original rental period was scheduled to be completed. The credit for a future rental is subject to availability of the unit.
9. **MAXIMUM OCCUPANCY**- The maximum number of guests for the unit is limited to eight (8) persons.
10. THIS PROPERTY REQUIRES A FOUR (4) NIGHT MINIMUM STAY.
11. Longer **minimum stays** may be required during holiday periods. If a rental is taken for less than four days, the guest will be charged the four-night rate.
12. **INCLUSIVE FEES** - Rates include villa rental and taxes. Any fees incurred at the resort for food, beverages, spa services, etc., are the responsibility of the renter.

13. **NO DAILY MAID SERVICE** – Unit will be cleaned prior to check-in and upon checkout. Additional cleanings can be arranged with the local property staff but must be paid by renter.
14. **RATE CHANGES** - Rates subject to change without notice.
15. **FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
16. **WRITTEN EXCEPTIONS** - Any exceptions to the above mentioned policies must be approved in writing in advance.
17. **LIMIT OF LIABILITY** - Each Villa is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
18. **HURRICANE OR STORM POLICY** - No refunds will be given unless:
 - a. The Mexican government orders mandatory evacuation of the local area where the property resides. In such an instance, we will refund:
 - Any unused portion of rent from a guest currently registered,
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period

By Signing Below, I agree to all terms and conditions of this agreement

Signature: _____ **Date** _____