



Brisa Caribe “Caribbean Breeze” RENTAL & SECURITY DEPOSIT AGREEMENT

NAME of LEASEHOLDER: _____

ADDRESS: _____

CITY: _____ STATE/PROVINCE: _____

ZIP/POSTAL CODE: _____ COUNTRY: _____

TEL. HOME: _____ CELL: _____ TEL. OFFICE: _____

EMAIL: _____

ARRIVAL: _____ DEPARTURE: _____ # of NIGHTS: _____

____ adults ____ teens ____ children ____ babies under 1 year of age at time of arrival.

Please list the names of all the **Registered Guests** in your party and the ages of all persons under the age of 30:

Registered Guest	Age	Registered Guest	Age
1. _____	_____	2. _____	_____
3. _____	_____	4. _____	_____
5. _____	_____	6. _____	_____
7. _____	_____	8. _____	_____
9. _____	_____	10. _____	_____
11. _____	_____	12. _____	_____
13. _____	_____	14. _____	_____
15. _____	_____	16. _____	_____
17. _____	_____	18. _____	_____
19. _____	_____	20. _____	_____
21. _____	_____	22. _____	_____

OF BEDROOMS _____ RENTAL RATE including tax _____

NOTE: Rates are in US dollars payable by check drawn on US bank account, US dollar bank draft or direct bank wire transfer. We can accept credit cards through PayPal but must add the 5.5% service fee. If you are a Wells Fargo customer you may be able to do a direct client to client payment. Sorry we cannot accept US dollar cheques drawn on a Canadian bank. US dollar bank draft obtained from a Canadian bank is OK.

REFUNDABLE SECURITY/DAMAGE DEPOSIT: **\$1000.**

SERVICE FEE FOR VILLA REGULAR STAFF: **\$400** This is given to the 4 regular staff working at the villa.

We have Wireless Internet & VOIP telephone with free calls to the USA and Canada available for \$25 per week. Would you like this activated YES ___ NO ___

Flight Arrival Time in Cancun of first group : _____ Time expected to arrive at villa: _____

Flight Departure Time of last group to leave villa: _____

***Check in time is **3:00 PM** Check out time is **10:00 AM** We have secure storage if you wish to drop bags off

Please advise if you will be requiring storage of luggage at Check IN _____ Check OUT _____

We have a maximum of 3 high chairs. (one is a booster seat style) We require ___0 ___1 ___2 ___3

BEDROOMS: please check the bedrooms you would like and how you want them prepared.

___ ASIA bedroom (2nd floor/villa/ faces casita) ___ Twin beds or ___ set up as a King bed

___ BUENOS AIRES bedroom (grnd. floor/villa/ faces casita) ___ Twin beds or ___ set up as a King

___ MEDITERRANEAN 'MASTER' bedroom (2nd floor/villa/faces ocean) King bed

___ SOUTH AMERICA bedroom (ground floor/villa/faces ocean and pool) King bed. There is a Futon in this room that can be set up as a Double bed ___ Yes ___ No

___ CARIBBEAN bedroom (ground floor/villa/faces ocean and pool) King bed

___ PERSIA bedroom (ground floor/villa/ nice courtyard view) Queen bed

___ AFRICA bedroom (2nd floor/villa/nice courtyard view) King bed + Single bed

OPEN to groups who rent more than 7 bedrooms

___ BOMBAY 'Pool House MASTER' bedroom (2nd floor/faces ocean and pool) King bed . The Sofa can be set up as a Single bed ___ Yes ___ No

___ MEXICO 'Pool House GUEST' bedroom (ground floor/faces ocean and pool) King bed

EXTRA BEDS:

We have 3 pack-n-play style cribs.

We have 2 mattress pads similar to what you would find in a camper trailer.

We have 1 double air mattress.

The extra beds can be set up on the floor in the following bedrooms ONLY. If you require this please indicate in which bedroom(s) so we can have them set up for you.

BUENOS AIRES: space for 1 of the following only ___ mattress pad ___ pack-n-play crib

MASTER (MEDITERRANEA): space for 1 of the following only ___ mattress pad ___ pack-n-play crib
___ double air mattress

SOUTH AMERICA: in addition to the double futon there is space for 1 of the following only ___ mattress pad ___ pack-n-play crib

PERSIA: space for 1 of the following only ___ mattress pad ___ pack-n-play crib

NOTE: these bedrooms are available to groups who rent more than 7 bedrooms

_____ POOL HOUSE MASTER (BOMBAY space for 2 of the following only _____ mattress pad _____ pack-n-play crib _____ double air mattress

_____ POOL HOUSE GUEST (MEXICO): space for 1 of the following only _____ mattress pad _____ pack-n-play crib _____ double air mattress

NOTES:

- Please remember everyone must sleep in a bedroom
- We do not allow anyone to sleep on furniture or use cushions for beds
- Room choices & bed configuration must be made before arrival

I agree to adhere to the following terms and conditions:

Leaseholder: Only the reserving party will be considered the Leaseholder. The Leaseholder will be held responsible for the payment and other Leaseholder responsibilities enumerated in the rental agreement.

Terms of Payment: Reservations require a 50% DEPOSIT within 7 DAYS of booking for confirmation. The BALANCE of rental must be received no later than 90 DAYS prior to the arrival date. For HOLIDAY bookings (Christmas and New Years) the BALANCE is due no later than 180 days prior to the arrival date. For LAST MINUTE bookings (less than 45 days before arrival) full rental and security deposit is due within 3 DAYS of booking for confirmation. The SECURITY/DAMAGE DEPOSIT and SERVICE FEE/GRATUITY is due 45 days before arrival. Failure to make payments on time could result in loss of reservation.

Trip Insurance We **STRONGLY RECOMMEND** you purchase trip insurance when booking. There are many companies on the internet offering a wide variety of coverage. Here are links to 3 web site where you can shop for insurance coverage for cancellation, medical, emergency evacuation, lost luggage etc.

1) <http://www.csatravelprotection.com/>

2) <http://insuremytrip.com/p/myquote?pid=5389>

3) www.travelinsured.com this a company will cover you up to 75% for cancelling for any reason

Cancellation Policy: PLEASE READ CAREFULLY - Cancellations should be in writing and are effective from the date we receive and acknowledge your fax or email. The rental deposit, less a cancellation fee equal to one nights' rent per week rented is refundable until 91 days prior to the arrival date.

Cancellations between 61-90 days of arrival are subject to a 50% surcharge of the rental. Cancellations less than 60 days of arrival are subject to a 100% surcharge of the rental. Bookings for Christmas and New Years are subject to 100% surcharge regardless of time of cancellation. 100% of security deposit will be refunded upon any cancellation. There is no reduction in the rate for reducing the number of people or bedrooms after the deposit is paid. We **STRONGLY RECOMMEND** that you purchase **trip insurance** with clauses to cover you for any reason you might have to cancel.

Evacuation Policy: PLEASE READ CAREFULLY – If the Leaseholder is requested to evacuate the property by the Owner or their representative, they must do so. Leaseholder is responsible for their own transportation and alternative accommodation in the case of a mandatory evacuation. No refund or price adjustment will be issued for hurricane evacuations, floods, threats of terrorism or any other reason that might cause a guest to evacuate the villa. We **STRONGLY RECOMMEND** that you purchase **trip insurance** with a clause that will cover you for any disruption due to an evacuation.

Property Availability: PLEASE READ CAREFULLY - In the event that the property is unavailable due to damage from hurricane, flood, fire, due to repairs not being completed on time, the selling of the property, etc. Owner shall be held harmless by Leaseholder. Owner will make every effort to move guests to comparable

accommodations at the original rate. If comparable accommodations are not available, the Leaseholder agrees to accept a full refund of any monies paid.

Personal Property/Valuables: The area is not without petty theft. Use the security safes provided. Follow all instructions given in the guest book and provided by the Owner or their representative. Lock all doors and windows when you are not in the unit. Do not leave money or valuables unattended. Neither Brisa Caribe nor Owner will be held liable for any thefts. Thoroughly check all drawers and closets before departing. Owner only returns left behind items upon request at the Leaseholders expense.

System Failures, Maintenance & Rate Adjustments: PLEASE READ CAREFULLY – We try hard to ensure that items listed on our web site are in place, in working order, and the descriptions are as accurate as reasonably possible. However, you should be aware that décor, colors, inventories and amenities may change at the owners discretion. The Owners and staff work hard to ensure that the villa is in good working order with all amenities in place. The Owner or their representative will be available to handle questions, complaints and supervise maintenance. In case of a maintenance problem, the Owner will strive to have the problem repaired as soon as possible after being notified. **HOWEVER**, please be **VERY AWARE** that you will be visiting a developing country where not very far behind the beautiful villas, luxury condominiums and fancy resorts, is a country that is desperately poor with significant infrastructure weaknesses and an inadequate supply of quality trades people and parts. Therefore, while normally there are no problems, there very well could be and the time to repair it may not be what you would expect. Consider carefully that **NO REFUND**, or **RATE ADJUSTMENT** shall be made for unforeseen failures such as the supply of electricity, water, pool filtration systems, air conditioning, telephone, television or satellite service, appliances, etc. No refund or rate adjustment shall be made for any disturbance outside of the control of the Owner or his staff, such as construction at nearby properties or noisy parties at other villas, condos or hotels. Your agreement is for a specific property that is privately owned. We cannot move you to another property if you have a problem or complaint with the property you have rented. No shows, late arrivals, reductions in the number of guests, and early departures are all non-refundable.

Construction Disturbance: PLEASE READ CAREFULLY – We are located in a highly desirable, rapidly developing, resort area where there is a possibility of construction disturbance. There is no requirement for developers to notify the public prior to a project starting. So while there may be no construction near the property at the time you make a booking, there is no guarantee that there will not be construction when you arrive. It is not the Owners responsibility to advise Leaseholder of construction. We cannot move guests, re-schedule, or make price adjustments due to construction. Please consider this when scheduling a visit to the Riviera Maya.

Registered Guests: No visitors are allowed. Only registered guests are allowed inside the villa and on the property.

Maximum Occupancy: Maximum occupancy is limited to the number of people agreed to in the final confirmation after all monies are paid. We consider all children over the age of 1 year at the time of arrival as people in the head count.

Smoking: Smoking is permitted on the terraces, garden, rooftop and around the pools. **ABSOLUTELY NO SMOKING** is allowed inside the villa.

Quiet Enjoyment & Parties: We wish to maintain a family atmosphere for the quiet enjoyment of our villa and property by our guests. We rent to family groups and responsible adults only. Party Animals please find another villa because you will not be allowed to go crazy here. While it is expected that our guests shall be enjoying themselves, enjoying each others company and having fun, guests shall be sufficiently quiet and peaceful, so as not to disturb other residents in the neighborhood. Absolutely NO house parties or functions are allowed without advance WRITTEN permission from the Owner.

Weddings & Special Events: The Owner welcomes small weddings, anniversaries, family reunions and other special events which involve ONLY those guests staying at the villa. Sometimes these events require catering staff and other support people to enter the property. Advance WRITTEN permission from the owners is required for anyone to enter the property who is not named in this rental agreement. Please provide details as to 1) The

type of function(s) you are wishing to have and when. 2) Details regarding the non registered support staff you wish to have access the property. This information will help us to assess if we will allow it and the appropriate extra charges if any.

Check in - Check out Time: Check in is after **3:00 P.M.** and check out is before **10:00 A.M.** Arrangements can be made for secure storage of luggage should you require it in the case of an early arrival or late flight out.

Access and use of Villa items: The Owners, or their staff, may enter the villa to perform any repairs or maintenance as necessary. If the villa is put on the market for sale, the villa Owner reserves the right to allow the villa to be shown, but only by advance appointment made with Leaseholder. Every effort will be made to schedule such brief showings at a time convenient to you, to respect your privacy, and not interrupt your vacation. Locked closets, storage rooms, cupboards, laundry, staff quarters, and the garage are not part of this rental. Rearranging the furniture, using couches and pillows as beds, or removing any item from the villa other than beach towels, beach chairs, snorkeling/dive equipment, coolers and bicycles is prohibited.

Keys: There is a \$75 charge for any lost keys to replace the locks.

Electronic Equipment: Leaseholder is not permitted to move, reprogram or disconnect any electronic equipment.

Furniture & Furnishings: Leaseholder is not permitted to re-arrange furniture or furnishings.

Children: Parents should be aware that the villa is not without inherent risks. While this is in no way considered to be the comprehensive list of dangers, you should consider that the swimming pool is not fenced off and the shallow end for kids does not have a physical barrier from the deeper end. The wall down to the beach is set back but not fenced. Railings on balconies can look like a climbing gym to kids. Tiles can be very slippery when wet. There are no lock offs for cupboards, drawers or electrical outlets. Storage/maintenance rooms with poisonous chemicals may not always be locked off. There are no child gates to block stairways. Corners are not rounded. There are pieces of art, various decorations, books, games etc. throughout the villa that are within reach of little hands, which you will be responsible for. Now having said all of that, we have had hundreds of children of all ages at the villa and never had a serious problem. Parents just need to know that children must be supervised closely.

Damage/Security Deposit: The Leaseholder agrees to maintain the property in the same condition as it was received. After checkout the villa will be cleaned and a thorough inventory taken before the next guests check in. Provided there is no more than reasonable clean up and nothing damaged or missing, then a check for the returned security deposit will be mailed to you within 3 working days. It is understood that with the exception of the items mentioned within this agreement, all other damages or lost items will be deducted at replacement cost, which may include but is not limited to labor expense, shipping and importation costs. You as the Leaseholder agree to take all reasonable steps to ensure that your family, friends and other guests in your party adhere to the rules and regulations affecting the villa. **It is fully understood that smoking inside the villa, using couches and/or pillows as beds, exceeding the maximum occupancy, allowing guests on to the property, and having non approved parties or functions, will forfeit the security deposit and could result in eviction.**

Responsibility: The Leaseholder named in this agreement will be responsible for the villa and its contents during the rental period. Leaseholder must ensure that the villa's windows and doors are securely locked when not on the premises, and must observe all cautions, as given in the villa 'Guest Book' or from the Owner or their representative. The Leaseholder will be responsible for themselves and all guests on the property. The Leaseholder acknowledges that the Owners, their employees, and agents do not carry personal liability insurance and can not be held responsible regardless of fault, for any accident, loss, damage or injury suffered by the Leaseholder, members of their party or any other guests which the Leaseholder or their party have allowed access to the property, regardless if said loss is a result directly or indirectly from acts of god, danger incident to the sea, any body of water, fire, breakdown of machinery, equipment, acts of government or other authorities, de jure or de facto, wars (whether declared or not), hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, custom regulations, delays or cancellations of or changes in itineraries or schedule or from acts of omission of any airline. Furthermore, the Leaseholder will release and hold harmless any and all

parties involved with the rental, management and reservations of the property and to release and hold harmless it's Owners or representatives for any loss or damage to personal property or for any injury and/or death.

Penalty for Violation of this Agreement: If the Leaseholder or their guests violates any of the conditions or restrictions of this Agreement, the Leaseholder agrees that the Owner of the property or their representative may terminate this Agreement and enter the Villa. Upon notice of termination of the Agreement, the Leaseholder and all invitees shall vacate the Villa immediately without being entitled to any refund of rent or security deposit.

Agreed: _____ Date: _____

INSTRUCTIONS

- 1) To make a reservation. Contact us by email to confirm dates, number of people, number of bedrooms and rates.
- 2) We will then send you an email with an ON HOLD notice confirming details of the reservation.
- 3) Fill out the Rental & Security Deposit Agreement making sure to initial each page and sign it.
NOTE: electronic initials and signature are OK.
- 4) You can simply email the digitally signed rental agreement to us OR scan and email OR fax the signed agreement to **1 888 364-8949** OR mail the rental agreement form with your rental payment to the address below within 7 days to confirm your reservation
- 5) Payment can be made by US check drawn on a US bank, US dollar bank draft, US dollar money order or a direct bank transfer. We can accept credit cards through PayPal but need to add 4.8% to cover service charges. (contact us for details to pay by wire transfer or PayPal)
- 6) A temporary confirmation will be sent to you by email upon receipt of the deposit and signed rental agreement.
- 7) Send the balance of Rental payments, Security/Damage deposit and Service Fee if applicable, as per schedule.
- 8) An email confirmation for the final payments will be sent to you along with a PRE ARRIVAL document attached. This will contain emergency contact information, detail directions to the villa, travel tips and other useful information.

All Questions should be made to. **Email:** info@BrisaCaribe.com **telephone: +52 984 873-5459 or 1 303 325-5800 or 1 403 775-7028** Please call between the hours of 8:00AM – 7:00PM Eastern time.

Make check payable to: **Doug Wasmuth**

Mail to: **Doug Wasmuth c/o Kathy McCabe**
40 Hilltop Trail
Fairfield, PA
USA 17320

Please note the villa name, the name the reservation is under and the date of the reservation.