



Booking Terms and Conditions

Revised November 2021

Every time a Guest confirms a reservation for the Villa Jade Property, located in Fraccionamiento Las Brisas, Acapulco, Guerrero, Mexico. A Rental Agreement between the Owner (VILLA JADE) for the agreed period (Rental Period) and the Tenant (Guest) on whose behalf the reservation is made. The rental agreement does not come into effect until the Owner or the Owner's Representative has confirmed the Guest's reservation in writing.

1. Bookings:

Age Requirement: The GUEST must be 25 years or older when booking a reservation, and the GUEST may be asked to present a valid updated ID If needed. By law, minors are not allowed to book reservations.

Prices/Rental Rate: The prices/ratal rate published may vary depending on the time of the year. The rate will be determined and confirmed at the time of booking.

Rates are confirmed in US Dollars unless otherwise specified in your e-mail confirmation details. Rates confirmed are for the number of occupants listed in your e-mail confirmation, per night and do not include additional charges for rollaway beds or extra people and will apply only to the property booked as part of this reservation.

Rental Rates do not include Inland expenses such as transportation, tours, meals, beverages, and other services. Inland expenses must be paid in cash at arrival or one day before the Guest's departure date. (US dollars and MXN pesos are accepted)

The taxes, service charges and value added tax shown on your e-mail confirmation are those currently in effect. Taxes, service charges, etc. are subject to change without notice according to local law.

Minimum Length-of-Stay Restriction: The Minimum-Length-of-Stay (MoS) requirement is two nights for most of the year except for the High Season, including Holidays, that require a 4 to 7-night stay.

Reservation Process:

For instant reservations:

- The Guest must fill out the **Instant Reservation Form** on our web page.

For manual reservations:

- The Guest must fill out our **Contact Form**. As soon as VILLA JADE receives the Guest request, VILLA JADE will contact the Guest with availability and pricing.
- Once the Guest agrees, VILLA JADE will place a hold in the villa calendar and send all the paperwork and payment instructions to the Guest.
- The Guest reservation will be confirmed when VILLA JADE receives the Guest Rental Agreement filled and signed, together with a copy of the Guest ID and the 50% deposit of the Rental Fee, which should be made no more than seven days after the booking

request. If the funds are not received within this specified period, the reservation will be automatically canceled.

- The 50% balance of the rental must be paid 30 days before the check-in date unless otherwise specified on the initial confirmation. For reservations made less than 30 days before arrival, VILLA JADE requires a full (100%) payment to confirm the booking.
- In High Seasons and Holidays, the remaining balance payments must be made at least 90 days before the arrival date unless otherwise specified on the initial confirmation. For reservations made within 90 days before the arrival date, the Guest must send full payment upon final confirmation.

There will be no effective date to this Rental Agreement until the GUEST gets a final confirmation e-mail from VILLA JADE. VILLA JADE may decline any reservation request with no further explanation.

Payment Options:

For instant reservations:

- Reservation payments can be made through a Credit card or PayPal.

For manual reservations:

- Reservation payments can be made through national or international bank wire transfers. The sender will bear all bank charges.

If VILLA JADE does not receive the remaining balance paid before or on the agreed due date, VILLA JADE reserves the right to cancel the reservation. Any cancellation fees will apply as specified in Paragraph 2 on this document.

Security Deposit:

For instant reservations:

- A pre-authorization to the Guest's credit card of \$1,000 USD will be made one day before arrival and released, if no damage were done, four days after departure.

For manual reservations:

- A security deposit of \$1,000 USD must be paid in cash upon Guest arrival; or, if the Guest prefers to put a credit card as damage guarantee, Guest must fill out the pertinent information on the Rental Agreement and send a copy of the credit card plastic (front and back) together with an ID.

Any damages or loss caused to the Property/furnishings or any "deep cleaning" needed due to the Guest, companions, or visitors' actions on the Premises will be the Guest's responsibility. It shall be charged to the GUEST's account or deducted from their security deposit. VILLA JADE has the right to inspect the premises upon termination of the rental period and determine if the property is left in acceptable conditions or assess the damage.

2. Cancellation Policy and Reservation Changes:

For cancellations 30 or more days before the arrival date, a full refund shall be rewarded.

For cancellations 15 days before the arrival date, 50% of the rental amount is forfeited.

After that, there will be no refunds.

No cancellations are allowed for High Season's dates, including Holidays Bookings and Events. 100% of the rental rate is forfeited. If a cancellation is required, credit of any payments will be given towards a future rental if booked within the period of one year.

The cancellation policy for extended stays rentals applies to all 28 days or more reservations and overrides the previous cancellation policies. To receive a full refund, Guests must cancel 90 days before check-in; after that, VILLA JADE will refund 50% of the total rate if you cancel up to 30 days before check-in. There will be no refunds after that period.

- The above cancellation charges also apply if VILLA JADE cancels the reservation due to non-payment of the balance.
- Changing or modifying the reservation dates are classified as canceling, and cancellation charges may apply.
- Any applicable bank handling charges will deduce from the reimbursed amount.
- Subleasing of the villa is expressly prohibited.
- Any changes to the arrival date, departure date, or guest number of this reservation is subject to the property availability at the time the change is requested and may result in a possible rate change and/or service fee.
- All cancellations or modifications must be notified by e-mail to contacto@villajadeacapulco.com. Cancellations or changes are not accepted by phone. The cancellation or modification will take effect from the day the request is received and on central Mexico time.

VILLA JADE will cancel reservation should any of the following occur:

- The Guest tries to renegotiate a reservation rate once the reservation is confirmed or upon arrival to the property.
- The Guest fails to comply with any of the Terms and Conditions specified on this document.
- VILLA JADE reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

3. Check-In and Check-Out Policy:

The reservation begins at 3:00 pm on the day of arrival and ends at 1:00 pm on departure. At check-in, the Guest must present an official identification of each Guest and a credit or debit card as a guarantee.

i. Early Check-in Policy

- Subject to availability.
- Check-In before 9:00 am: The previous night will be charged.
- Check-In between 9:00 am and 12:00 pm: 50% of the rate on Confirmed Reservation will be charged.
- Between 1:00 p.m. and 3:00 pm: Access to the Premises will be granted as part of Villa Jade's Customer Service.

ii. No show, late arrival and early departure policy.

- *There will be no refunds for no show, late arrivals or early departures, except for early departure due to adverse weather conditions (hurricanes, floods or others), in this case, unused nights will be credited for a future stay.*

iii. Late Check-out Policy

- Subject to availability.
- Late Check-Out: up to 3:00 pm at no charge.
- Late Check-Out between 3:00 pm and 7:00 pm: 50% of the rate on Confirmed Reservation will be charged.
- Late Check-Out after 7:00 pm: Full rate on Confirmed Reservation will be charged.

Check-out time: At check-out time, the Guest should return all keys to the Villa Administrator. In case of forgetting to deliver them, the Owner will charge an amount of **\$100 USD** for each set of keys to your guaranteed deposit or credit card. Suppose you do not respect the Check-out time without prior authorization. In that case, your guaranteed deposit will be charged.

4. Registered Guests:

The Property has several beds to sleep to a maximum of 14 adults comfortably (19 if there are minors). For Guest safety, it is mandatory to respect the maximum occupancy.

Only the number of registered guests listed on the rental agreement may reside on the premises during the Rental Period. If, for any reason, the number of people agreed to occupy the villa varies during the rental period, even if the total does not exceed the maximum occupancy, the Guest should inform the Property's representative at least one day in advance to request the owners' permission and make the necessary adjustments to the reservation and/or rate. If this clause is not respected, the Property's representative will be forced to request the vacating of the property immediately, without the right to any refund of rent or security deposit. Unregistered Guests will not be allowed inside the Premises. Camping is not permitted on the Property grounds.

5. Extra Guests:

No more than 14 people are allowed in the villa. (19 if there are minors). From 14 guests, the cost for additional guests is USD 70 per person per night. Babies from 0 to 2 years old do not pay, a maximum of two babies per stay. Children over the age of two are considered paying guests. Unregistered guests will not be allowed into the facilities. The Property's representative will evict the GUEST and companions from the premises if these terms are not complied with; or charge USD 300 per night for each additional unregistered Guest; in this case, no refund or compensation will be given.

6. Public Services:

Villa Jade is responsible for all public services on the Premises. For long-term rentals, electricity, water, and gas are included up to a **limit of \$15,000 MXP** per month.

7. Food and Beverage:

Independent accommodations require the Guest to provide all supplies and consumables necessary for their stay. The Guest can choose to buy their groceries before arriving at the Property or use our Pre-Stock Service. (20% fee will be added to the Guest account). The Property's representative will duly justify all expenses to the Guest before departure. The Guest is obliged to pay in cash the total of the provisions or extra costs incurred during their rental period and before their release.

8. Service Personnel:

The Property's service Staff (Housekeeping, chef, and Butler) is mandatory and included in the rate. Service Personnel's work schedule is from 8:30 am to 10:00 pm.

The Service Personnel at the Villa is contemplated to assist a maximum of 10 Guests. For any reservation of more than ten people, the Guest must hire one or two additional assistants. Each other attendee has an approximate cost for the Guest of **USD 40** per day. Guest must pay this extra personnel service in cash upon arrival.

If service personnel are needed after-hours, or if the Guest requires additional service personnel such as night waiter, bartender, driver, babysitters, etc. It can be requested to the Concierge or the House Manager.

For security reasons, any extra service personnel or service provider hiring must be done through our Concierge. The hiring of service personnel or suppliers by the Guest is strictly prohibited. Property's service personnel will provide services exclusively inside the premises. No service personnel are allowed to leave the premises with any of our Guests or accompany them to any activity outside the property. It is strictly forbidden for any staff member to use our Guest's vehicles. VILLA JADE, Legal Representative, or any Staff Member will not be liable for any damages should an accident occur.

We ask our Guests to respect our staff's work breaks and meal times.

9. Guest's Staff:

If the Guest is traveling with their service personnel, such as a nanny, the property has a sleeper sofa in the service area; this will have a cost per person per day. No more than two people are allowed. (Service subject to availability)

Guest's personnel will hold no authority over the Property's Staff Members, nor will they be allowed to use the property's facilities without previous authorization from VILLA JADE.

10. Visitors (Day Pass):

The Guest is allowed to have visitors on the premises during the day but must inform the Administration Manager in advance since hiring extra staff, or catering services will probably be necessary.

The number of visitors allowed is 50% of the number of guests staying at the property (e.g., ten guests = five visitors). Above the authorized percent, it will be considered an Event and should be informed to the Administration Manager in advance as fees and certain policies may apply. There are no exceptions.

If any visitor remains at the property for more than 8 hours, \$50 USD per visitor will be required. Visitors are not allowed to sleep over on the premises without previous

authorization from the Administration Manager; the Guest will be subjected to a \$300 USD fine if they fail to comply with this regulation.

11. Parties or Large Gatherings:

The Guest shall use the Property only for vacation or leisure time purposes unless confirmed otherwise in writing. If the Guest would like to host a party/event or use the Premises for other purposes, they must request authorization from the Administration Manager during the reservation process.

Villa Jade reserves the right to authorize or decline such reservations depending on the type of party, event, or gathering. ***Please read our Party and Events Terms and Conditions.***

12. Third-Party Services:

External services such as car rental, yacht rental, transportation, hiring of personnel (babysitters, drivers, barman), massage service, etc., can be contracted through our Concierge before your arrival or during your stay. These services are subject to availability. The Guest will be responsible for the payment of any service used. VILLA JADE or the Property's Representative are not responsible for any third-party services.

13. Laundry and Dry Cleaners Service:

The Property offers third-party laundry and dry cleaners service. VILLA JADE will charge the cost of this service plus a 20% service fee. The Guest will pay for this service at the moment of request or no longer than check-out day. VILLA JADE or the Property's representative will not be responsible for any damages or items lost when using third-party services.

14. Ecological Policies:

In Acapulco, public resources (electricity, gas, and water) are limited; thus, the property complies with an ecological policy. The Guest agrees to make responsible use of services.

- **Electricity:** We kindly ask all guests to only use air conditioning when in rooms and keep all windows closed when the AC is on. Also, we ask our guests to turn off AC appliances and lighting when not needed or leaving the room. Service personnel can turn off AC or lights when the Guest it's not in the room. In case of ignoring this rule, the Guest may be subject to penalty.
- **Water:** Water is in short supply in Acapulco, so we ask all Guests to take quick showers and not let the sink faucet run unattended. Bedsheets and towels are changed every three days. If a Guest requests more frequent changes, there may be an extra charge.

15. Pets:

Villa Jade does not accept pets; only assistance dogs are welcome. A sanitation fee may apply.

16. Smoking Policy:

Smoking is only allowed in open outdoor areas. If the Guest or companions fails to comply with this obligation, a penalty fee of **\$200 USD** per sanitation will be charge.

17. Music or Noise:

The local ordinance for Las Brisas Community states that music sound levels cannot be above 80 dB during the day and 60 dB at night, starting from 11:00 pm until 10:00 am. If surrounding residents file a noise complaint or any ordinance violation against the property, VILLA JADE may be fined up to MXN 12,000; in that case, the Guest will be responsible for the payment. It is appreciated if the Guest and companions comply with this ordinance out of respect for the adjacent neighbors.

18. Pool Rules:

Under no circumstances will the Guest be able to adjust, move or change controls or pool machinery or accessories (pump, heater, timers, etc.). Ignoring this can damage the equipment, and consequently, the Guest is responsible for any repair or replacement. No glass containers or items are allowed near or around the pool area. No food is allowed in the pool. The pool does not have a heater. Out of context objects are not permitted in the pool. The use of shampoo, soap, or bubble bath is prohibited in the pool.

19. Insects:

A vast tropical forest surrounds Acapulco; we appreciate that you do not eat in the rooms or leave wet clothes on the floor to avoid attracting insects.

20. Toilets

Do not use excessive toilet paper, and do not throw away sanitary napkins, diapers, or solids objects in the toilet. If you detect a problem, please notify the housekeeper immediately. Suppose our maintenance personnel determines that the clog or failure is due to excess paper or previously prohibited objects. In that case, we will have to charge you a minimum of **\$75 USD** to the Guest for the toilet's reparation.

21. Parking:

Please use the property's garage, do not block the street or the parking lot of the neighbors for no reason.

22. Linens and Towels:

All linens and towels are provided, including beach towels. Please do not remove the towels from the bathrooms. All sheets and towels are inventoried and will be checked before the Guest's departure. Any misuse or replacement of sheets or towels will be penalized.

23. Use of Premises and Behavior:

The Guest is responsible for the Property during the rental period and for all companions and visitors' correct and appropriate behavior. The Guest shall maintain the Premises in a good and clean condition and use the Premises carefully and lawfully during the Lease Term, as well as respecting the stipulations of this document;

- Any physical abuse, aggressive behavior, foul or abusive language towards any Staff Member is strictly forbidden;

- Excessive or unacceptable damage or loss on the Premises shall cause immediate termination of this agreement;
- Illegal or immoral activities within the Property are strictly prohibited, including prostitution, entry of sex servers, banned drugs, possession or use of firearms and other weapons, pyrotechnics, Cantoya balloons, or any other fireworks that could put the safety in risk of the property and its Guests;
- It is forbidden to take or extract anything from the Property. Without any exception, your security deposit or Credit Card will be charged.

If any member of the group behaves in a manner deemed inappropriate. AT THEIR SOLE DISCRETION, VILLA JADE or the local representative may call the authorities and ask the offending Guest or Guests to vacate the villa immediately. In such a case, this will be treated as a cancellation of the original reservation, and the Guest can claim no refund from the VILLA JADE or local representative. This will also result in the loss of the prepaid rent and the refundable security deposit.

24. Safety Deposit boxes:

The Property has Safety Deposit boxes available to the guests; it is strongly recommended to store all valuables in these boxes. The Guest will be responsible for all valuables, personal items, or possessions left on the Premises during their Lease Term. VILLA JADE, the Lessor's representative, or Staff Members will not be held liable for any loss, damage, misplaced valuables, or personal items of the Guest and their companions.

25. Security:

Please close all doors and windows when leaving the Property.

It is strictly forbidden to make door key duplicates.

The Guest is informed that there are security cameras in the corridors and open areas of the villa to protect the perimeter. If the Guest wishes the cameras to be turned off during the rental period, the Guest must request it in writing to VILLA JADE at the time of booking or during their stay.

The Owner will only disclose the exact location of the property to the Guest closer to the arrival day. No appointments are available without previous authorization.

26. Refund for failures or malfunctions:

The operation of all appliances is guaranteed. The property is kept in excellent condition and receives ongoing maintenance. In case of failure of electrical appliances, electricity, water supply, telephone line, cable TV, internet, heaters, pumps, or any other service or device, the House Manager will make all the necessary measures to fix it. Please consider maintenance schedules and external suppliers' times. If this occurs, VILLA JADE will not grant any refund or compensation.

27. Guest Insurance:

It is highly recommended that the Guest acquires Travel Insurance and Medical Insurance before any travel.

28. Lessor's Liability:

The GUEST and any of their Guests now indemnify and hold harmless the Lessor against all claims of the following:

- i. Personal injury, including death, illness, or property damage, including vehicles and rentals, third-party services, or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss.
- ii. Any vehicle or the contents of any vehicle used, rented, or hired by the Guest or the Guest group during the Rental Period.
- iii. any service or external personnel or provider contracted directly or indirectly by the Guest or any member of the Guest's group.
- iv. The inability of the Guest or any member of the Guest's group to enter the Property as a result of not obtaining the proper travel or visa documentation.
- v. Cancellation or amendments to travel arrangements or lack of flights or travel connections; or any delay or cancellation of the reservation; as a result of an airline strike, natural disaster, fire, disease, weather conditions.
- vi. Technical problems on transportation or airport activities caused by a technical, mechanical, or electrical malfunction.
- vii. Any damages to electronic or electric devices plugged into the electric outlets on the Property.
- viii. Interruptions in the supply of water, electricity, Internet connection, cable television or pool filtration systems at the Property; any other circumstance that amounts to "Force Majeure" or acts of God, or other events beyond the control of the Lessor, such as fires, floods, severe weather and any other type of delay, inconvenience or expense caused directly or indirectly by events outside the landlord's control.
- ix. In no event shall the Owner or the Owner's Representative, individually or collectively, be responsible for making any payment, reimbursement, or compensation that exceeds the total amount of the rent paid.
- x. The Lessor is not responsible for any remodeling/changes done to the Property not mentioned on its website or that of third parties.

29. Complaints:

If the Guest has any problem during their Rental Period that cannot be resolved directly with the property staff. It is suggested that the Guest communicate, as soon as possible, with VILLA JADE or the Property Representative to try to resolve the problem in the best possible way. VILLA JADE or the Property Representative will do everything in their power to resolve any inconvenience; however, they will not be responsible for situations beyond their control, as mentioned in the previous clauses. VILLA JADE will not consider claims or complaints submitted after the Guest's departure or not recognized by VILLA JADE or its Legal Representative.

30. Reservation Changes or Cancellations by Villa Jade:

If the Owner cannot provide the rental service of the Property to the Guest for reasons of force majeure or beyond its control, for example, severe damage to the Property, lack of

services, sale of the Property, etc. The Owner reserves the right to cancel the reservation. However, it will endeavor to place the Guests in an alternative Property of the same category and for the required period and at the exact cost. However, if this cannot be possible, or the Guest does not wish to be transferred, the Owner reserves the right to cancel the reservation and fully reimburse the Guest for all rental payments made so far to the Owner. VILLA JADE will not be responsible for any other obligation or claim on the part of the Guest.

31. Governing Law

This agreement shall be governed and subjected to the laws of the State of Nuevo Leon, Mexico. Any dispute between the Guest and the Owner or Owner Representative that cannot be resolved in a friendly manner, both parties agree to refer the case exclusively to the courts in Nuevo Leon to be settled by arbitration in law.

These Terms and Conditions for Rental Reservation, or any Agreement or Contract drawn from it, shall be governed by the Mexican Civil Code in the State of Nuevo Leon. Only the courts in the State of Nuevo Leon shall have the jurisdiction to settle any dispute or complaint related to them.

AGREEMENT

It is understood that when making the reservation effective, the GUEST and Guests knows and accepts expressly and tacitly these internal regulations, agreeing with all the points mentioned above.

I/We agree to the above conditions and hereby accept the application of the previous Terms and Conditions to my/our reservation.