

CASA ENTRE ROCAS

**RENTALS PACKAGE FOR AGREEMENTS BETWEEN CASA ENTRE ROCAS, S. DE R.L. DE C.V.
(CER) AND A DIRECT CLIENT**

I.- TO CONFIRM A RESERVATION, THE CLIENT MUST PROVIDE TO CER THE FOLLOWING:

- i). Confirmation of deposit of 50% of the total lodging Tariff for all reserved nights and which must include all taxes (16% VAT and 3% Lodging tax) and service charge (3.5% plus 16%VAT).

*** Reservations made for the weeks that cover Christmas, New Year, Passover and Easter Sunday, require a deposit equal to 100% of the total lodging Tariff (plus all taxes and the service charge), that will not be reimbursed in the case of any cancellation (with the exception of the Security Deposit).

- ii). Original "Required Reservation Documentation" (See IV below) dully signed by the Guest.

Note: For a reservation made through a Wholesaler, the "Required Reservation Documentation" will only be that mentioned in incise i) above.

Once the above items are received by CER, it shall be considered a firm commitment and cannot be canceled by the CER, unless the CER considers that there is sufficient reason to cancel the reservation of a specific Guest.

II.- TO VALIDATE THE RESERVATION, 60 CALENDAR DAYS PRIOR TO THE DATE RESERVED FOR THE ARRIVAL OF THE GUESTS, CER MUST RECEIVE FROM THE CLIENT, THE FOLLOWING:

- i). Confirmation of final payment of lodging equal to the remaining 50% (Fifty percent) of the total Tariff for all nights of the corresponding lodging in question including all taxes (16% VAT and 3% Lodging) plus the Service Charge (3.5% plus 16%VAT).
- ii). Security Deposit for damages to the Property, that shall be the equivalent to 15% (Fifteen percent) of the total value of the Tariff for all nights of lodging.

III.- EXCEPTIONS: Only for the case that the lodging reservation is booked by a Wholesale broker and said wholesale broker refuses to deliver the security deposit:

- i). Obtain from the Wholesale a signed letter that establishes the amount for Security Deposit concept that the Wholesale has received in deposit, in favor of the CER for any damages caused to the Property by the Guest or anyone accompanying them.

CASA ENTRE ROCAS

- ii). The Wholesale shall deliver to the CER a letter signed by the Agent that stipulates his joint liability for the amount of the security deposit and the repair of any damages that could be caused to the Property by a Guest.
- iii). Obtain a promissory note from the Wholesale in the name of CER, for the amount of the Security Deposit Amount.

In the case of not having received the documents above referred or the Required Reservation Documentation 60 days prior to the date of arrival of the Guest, CER can cancel, without any responsibility, the lodging agreement and keep the reservation deposit (including taxes and services charges) as a contractual penalty.

HOWEVER, ANY RESERVATIONS MADE BY WHOLESALE BROKERS WILL NOT BE REQUIRED TO DELIVER THE SECURITY DEPOSIT DOCUMENTATION UNTIL ARRIVAL OF GUEST, AT WHICH TIME THE CER RESERVES THE RIGHT TO REFUSE ENTRY TO THE PROPERTY IF THE PROPER SECURITY DEPOSIT DOCUMENTATION IS NOT PROVIDED.

IV.- DOCUMENTS THAT THE ADMINISTRATOR SHOULD HAVE PRIOR TO ALLOWING CLIENTS TO ACCESS TO THE PROPERTY:

1. An Original signed LODGING AGREEMENT from the Guest for when GUEST DOES NOT ORIGINATE FROM WHOLESALE BROKER and Format of Client Registry.
2. ORIGINAL "WAIVER OF RESPONSIBILITY" DULLY SIGNED BY THE GUEST.
3. NOTICE FOR THE USE OR RENTAL OF A PROPERTY IN PUNTA MITA.
4. Written confirmation of payment of all payments being made, including lodging fee, taxes, fees and security deposit.

CASA ENTRE ROCAS

Contrato de Hospedaje/Lodging Agreement

Date/Fecha:		Reference/Referencia:	
Guest Name(s)/Nombre Huésped(es): *		Arrival Date/Fecha Llegada:(after-después de 12:00pm)	
Guest Address/Domicilio Huésped:		Departure Date/Fecha Salida: (before-antes de 12:00pm)	
		Total Nights of Guest Rental/Total de Noches:	
Guest Phone/Teléfono Huésped:		Lodging Deposit/Depósito Hospedaje (plus Taxes & Fees):	.\$
Guest email:		Security Deposit/Depósito en Garantía (15%):	.\$
		Total Number of Guests/Número total Huéspedes:	

(Copies of Identification are Required for all Guests – Se require copia de Identificación de todos los huéspedes)

** NOTE: Please attach additional page if space is insufficient for all Guest Names – por favor use hoja adicional si el espacio es insuficiente para los nombres de todos los Huéspedes.*

ITEM	RATE PER NIGHT / TARIFA POR NOCHE	TOTAL NIGHTS / TOTAL NOCHES	TAXES / FEES IMPUESTOS / CUOTAS	TOTAL
Lodging at/Hospedaje en "Casa entre Rocas"	.\$			
16% IVA Tax (VAT)				
3% Lodging Tax – Impuesto al Hospedaje				
3.5% Service Fee – Cargo por Servicio (add-más 16% IVA Tax)				
TOTAL RENTAL FEE (in USD) TARIFA POR RENTA TOTAL (en USD)				\$
15% Security Deposit – Depósito en Garantía (returned according to terms – devuelto conforme a términos)				
TOTAL RENTAL FEE plus Security Deposit (in USD) TARIFA DE RENTA TOTAL más Depósito en Garantía (en USD)				.\$

GENERAL TERMS: (NOTE: Specific terms of the Lodging Agreement are attached)

TOTAL RENTAL FEE including taxes and fees (in USD) \$ _____

TOTAL SECURITY DEPOSIT \$ _____ (in USD)

Deposit. 50% Deposit of Total Rental Fee is required to secure the reservation and guarantee availability (includes 16% IVA Tax, 3% Lodging Tax, plus 3.5% Service Fee). For reservation for the weeks including Christmas, New Years day, Passover and Easter a 100% deposit in advance is required to confirm reservation.

CASA ENTRE ROCAS

Balance. 50% Balance of the Total Rental Fee and the 15% Security Deposit are due 60 days prior to arrival.

Bank wire transfer information:

Bank: Alpine Bank
Bank Address: 600 E. Hopkins Ave
Account Name: CER Rental LLC
Routing Number: 102103407
Account Number: 8910818429

(NOTE: Please write the reference number on your wire transfer document. Without the reference number we will NOT be able to guarantee your reservation.)

Rate Includes: Lodging, taxes, and services set forth in the lodging agreement.

Documents. Original documents of all Required Reservation Documents duly signed are required to secure reservation.

Security Deposit. The Security Deposit minus deductions for any damages or extra costs will be returned to the guest no later than 5 working days after Guest departure.

Damages. Guest will pay for any damages caused to the property or extra costs that are in excess of the 15% Security Deposit.

Cancellation Policies.

- Failure to comply with the stipulated payment schedule and terms of the Required Reservation Documents gives Casa entre Rocas, S. de R. L. de C.V. the right to consider the reservation cancelled by the Guest. The Cancellation policies will apply in the event of a Guest cancellation.
- Cancellations made 60 days or more prior to arrival date: Refund of the Total Lodging / Tariff sum, less 20% (charged as penalty).
- Cancellations made less than 60 days prior to arrival: Non-Refundable and the Total Lodging / Tariff sum will be charged as a penalty.
- Cancellations made during Holiday Seasons have a "No Refund" policy (Holiday Season includes any week that falls on Christmas, New Years, Passover or Easter): Lodging days may not be credited to alternative date.

CLAUSES

ONE.- OBJECT. CASA ENTRE ROCAS, S. DE R.L. DE C.V., (herein after CER) as legal designee of the Owner, agrees to provide the Guest temporary lodging services within the Property (Casa entre Rocas, located at private unit G2-5/4, subcondominium G2-A, Punta Mita Master Condominium, Bahia de Banderas, Nayarit). The Guest whose name appears in the front page of this document, declares that he/she has obtain the consent of all persons lodging in the Property to the terms of the present agreement. For the effects of the present agreement, the term Guest will be understood as the person whose name appears on the front page of this agreement, as well as any other persons authorized by him/her to be on the Property.

TWO.- TERM. Lodging shall last the number of days agreed in the front page of the agreement herein, starting at 15:00 hours on the date of arrival, and ending exactly at 12:00 hours (P.M.) on the departure day.

THREE.- SECURITY DEPOSIT. The Guest shall deliver to CER within the sixty (60) days previous to the date of entrance, a 15% security deposit of the full lodging tariff amount established on the front page herein, to

CASA ENTRE ROCAS

cover damages or costs including but not limited to: phone calls by Guest, losses and/or damages to the Property, its common areas, furniture and/or contents. In the event that damages or costs exceed the amount of security deposit, the Guest agrees to pay any excess in damages or costs above the amount of the security deposit. CER will refund to the Guest the remnant within 10 working days after the Guest's departure from the Property.

3.2. The Guest hereby expressly allows CER to deduct from the security deposit, without giving previous notice or judicial decree, any amounts for damages or costs. CER shall refund to the Guest the remnant within 10 working days after the Guest has departed from the property and CER has had sufficient time to inspect the Property.

FOUR.- LODGING SERVICES. The consideration for Lodging services includes the following:

- a) Lodging within the Property, which includes: 7 bedrooms all with private bathroom, Main Palapa, a Kitchen, a Formal Dining, an Open Living Room, the Main Pool and Jacuzzi, the Game Room, the Wine Cellar, a Volleyball Pool, Zen Yoga garden, Sky Lounge, Movie Theater, Palapa Bar and a Gym.
- b) Cleaning and chambermaid services, daily provided according to the program of CER.
- c) Electricity, water, gas, satellite television, Internet access and local telephone service (long distance phone calls are not included).
- d) Staff included: Butler, chef and two maids (includes daily laundry).

In the event that the Guest requires additional services and/or personnel they may be requested to CER, who shall provide them at extra cost, in accordance with current tariff and/or prices by CER..

FIVE.-GUEST ACKNOWLEDGEMENT. The guest hereby specifically acknowledges that:

- a) The Property and the contents pertaining to the Property are in excellent conditions and hygiene.
- b) The Property is located within an area which is classified as tropical, according to its flora and fauna. Hence, the Guests discharge CER and the Owner from any liability deriving from any issue that might arise as a result of the geographical location of the Property and/or its biodiversity.
- c) The Property is located within the Punta Mita Development, which is currently under construction. The Guest hereby acknowledges that the Owner and/or CER are not responsible of such construction and the Guest hereby releases the Owner and/or CER from any liability pertaining to any issue arising as a result of the aforementioned constructions.
- d) The Property is subject to a condominium regulation which terms shall be observed and fulfilled by the Guest.

SIX.- RESTRICTIONS. The following are strictly prohibited to the Guest:

- a) Using the Property for any purposes other than lodging.
- b) Introducing any sort of pets to the Property and/or its common areas.
- c) Allow the entrance to persons other than the authorized
- d) The use of stereos systems, amplifiers or any sort of devices that might disturb or bother neighbors after the permitted hour, which is from 9:00 to 21:00 hours.
- e) Participate in any activity that might damage the Property or any of its common areas or contents.
- f) Modify the structure, decoration, distribution or any other arrangement of the Property and/or its contents.
- g) Enter any property located within Punta Mita Development without authorization.
- h) Alter the tranquility or order of the community, or damage the flora and/or the fauna found in the surroundings of the Property or Condominium.
- i) Use or consume illicit or illegal substances, according to the governing laws in México.

CASA ENTRE ROCAS

- j) Introduce explosives, firearms or any other sort of arms to the Property.
- k) Smoke inside the Property.
- l) Damage, remove or misuse any of the contents of the Property.
- m) Engaging in any other activity or action that might damage or affect in any way the Property, its common areas, its contents, its personnel and/or any activity which may be considered as an illegal activity according to the governing laws in México and the Rules of the Condominium.
- n) Assign or sublease the Property without consent of CER.
- ñ) Leave doors and/or windows open during bad weather.
- o) Any illicit form of entertainment.

The Guest will hold CER and the owner harmless for any third party actions or claims that arise from the breach of this clause or terms of this agreement.

SEVEN.- NUMBER OF GUESTS. There is an allowance of 20 persons (adults and kids) on the Property and a maximum allowance of 22 persons with an extra charge per night and guest above the 20 persons limit which is: \$500.00 USD per person, per day. Plus taxes (16% IVA tax & 3% Lodging tax) and 3.5% service charge.

EIGHT.- SAFETY. The Guest shall take the necessary precautions on his/her own person and on the persons along with him/her while inside the Property and its common areas, agreeing to discharge CER and the Owner from any liability that might arise in the event of any accident, illness, fire, flood and/or any human act or natural event. The Guest agrees to sign a waiver of responsibility in favor of CER and the owner prior to entering the Property and will not be allowed to access the Property without first having signed such waiver.

The Guest shall keep all of his/her personal effects under his/her custody and possession at all times, and hereby discharges CER and the Owner of all and any of the liabilities that may arise in the event of loss, damage or robbery of such effects. In order to take such precautions, he/she shall use the safety deposit box of the Property.

NINE.- REFUND, CANCELLATION AND RESCISSION. In the event that the Guest(s) breaches any of the terms and/or obligations herein established during his/her stay in the Property, or that is specifically contemplated within the restrictions and prohibitions hereinabove, CER, in representation of the Owner, reserves the right to cancel such agreement and retain all of the considerations, without any liability and/or necessity of judicial decree, by giving the Guest a written simple notice.

In the event of rescission or annulment of the agreement, if there is an amount due to the Owner that the Guest refuses to pay, the Owner and CER reserves the right to take any legal action which may proceed, according to the law of the State of Nayarit.

In the event that the Guest decides to leave the Property before the agreed departure date, it is understood that the agreement is cancelled, but CER, in representation of the Owner, will retain all considerations given for the Lodging Services.

TEN.- OFFERED SERVICES. The Guest hereby acknowledges that this agreement is only for Lodging Services and, regarding the nature of the same, it does not constitute a right of possession over the Property, and he/she hereby agrees that the Owner, CER, its representatives and/or employees may enter the Property at any time as long as they respect the privacy of the Guest.

ELEVEN.- RENEWAL OR EXTENSION. This Agreement can only be renewed or extended by the written agreement signed by CER and Guest.

TWELVE.- NON-SOLICITATION. During the term of this Agreement and any time after termination of this Agreement, Guest will not, without the prior written consent of the CER, (either directly or indirectly, on Guest's own behalf or in the service or on behalf of others), solicit or attempt to solicit, divert or hire away

CASA ENTRE ROCAS

any person employed by the CER or any customer of the CER. In case of default the Guest will be liable to a penalty equal to US\$ 20,000 payable to CER.

THIRTEEN.- SURRENDER OF PROPERTY. At the expiration of the Agreement, the Guest shall surrender the Property in as good state and conditions as it was in at the commencement of this agreement. Guest shall be liable for all damages to the Property and nothing in this agreement shall be construed to limit Owner's remedy against Guest for any such damage to retention of the Security Deposit. If keys are not turned in at the expiration or termination of this agreement, Guest shall incur a fee of Fifty and No/100 U.S. Dollars (\$50.00) per missing key.

FOURTEEN.- HOLDING OVER. Once the term of the lodging ends, for the contracted dates, and the Guest, by any reason does not leave the Property, and by any reason, he holds the Property after the expiration of the terms hereof; the Guest shall be bound to pay a rate equal to 2 (two) times the basic daily tariff herein specified till the clear and delivery of the Property, without prejudice for CER to file any legal action against the Guest for the caused harms and damages caused.

FIFTEEN.- NUISANCE. Guest shall not commit or suffer to be committed any nuisance which may disturb the quiet enjoyment of any surrounding property owners. Any violation of this provision after notice is duly given, if not cured, shall be a default of this Agreement and could result in legal action been taken.

SIXTEEN.- BARRING ACTS OF GOD OR UNFORESEEN EVENTS. Barring acts of God or unforeseen events that may impede the rendering of Lodging Services during the Lodging period, CER, in representation of the Owner, shall refund the Guest the amounts pertaining to the period in which the rendering services herein described was not possible to provide. Neither the Owner nor CER will not be liable for losses or damage to Guest's person or property caused by vandalism, fire, smoke, water, rain, hail, ice, snow, lightening, hurricanes, tornados, acts of God or any other cause than gross negligence of the Owner or CER.

SEVENTEEN.- JURISDICTION AND VENUE. The parties hereby state that in this agreement there is no bad faith, error, fraud, deceit or any other defect in consent that might void the agreement and they hereby agree to submit to applicable law and competing tribunals of the Municipality of Bahía de Banderas, Nayarit, Mexico, expressly waiving and renouncing any other jurisdiction that may correspond to them regarding their current or future addresses or regarding any other reason whatsoever.

This agreement shall be effective immediately after being read and signed by the parties in two copies of the same and dated.

CASA ENTRE ROCAS, S. de. R.L. de C.V.,

Represented by _____

GUEST

Guest signature: _____

Name: _____

Date: _____

I accept all the terms and conditions herein stipulate

CASA ENTRE ROCAS

Waiver of Responsibilities

I, _____ (Guest), acknowledge that I have signed a lodging agreement for Casa entre Rocas located at private unit G2-5/4, Subcondominium G2-A, Punta Mita Master Condominium, Bahia de Banderas, Nayarit (the Property) and agree to hold harmless and free of any claim from an injury, damage, loss or death that I or my guests may sustain while using the Property and its contents. I have fully reviewed the Property, including its furnishings, rooms, pool, grounds, living areas, kitchen areas, etc. and find them of top rate and satisfactory quality and recognize that they do not present any issues or inherent dangers that would cause harm to me or my guests in the normal and permitted use of the same. I fully understand that it is my responsibility to supervise and to be responsible for the conduct of my guests (including children) and by allowing them on the property. Furthermore, I am in agreement to hold CASA ENTRE ROCAS, S. de R.L. de C.V. and the Owner harmless and free any cost or charge that could result from claims that arise from persons I have allowed get into/stay on the Property, and which could include but are not be limited to injuries, harm, damage, loss or death to person or Property. Furthermore, I assume all risks inherent in my voluntary use of the subject property and by signing this document WAIVER AND RELEASE, in advance, all rights to file any claim for damages, harm, injury, loss or my death or of any of my companions, that could arise during my stay on the Property.

SIGNATURE _____ DATE _____

NAME:	
ADDRESS	
E-MAIL:	
TELEPHONE:	
FAX:	

CASA ENTRE ROCAS

Waiver of Responsibilities for the use of vehicle

The Guest(s), (whose name(s) and signature(s) is/are written at the bottom of this document) declare his/their consent to use the vehicle (henceforth the "Vehicle") listed in this document, under his full and sole responsibility, thus he agrees to:

- 1.- Have reviewed and tested the Vehicle and declares it to be to his entire satisfaction and without defects, or in the event of any remark on the Vehicle's state, it has been noted at the bottom of this document.
- 2.- Be the person responsible for the use of the Vehicle and releases the Vehicle's Owner and the "**Operator**" for any contingency, damages or loss that may occur as a consequence of any use of the Vehicle, damages to third parties or property, physical injuries, accidents and death, among others.
- 3.- Duly operate the Vehicle, and abide by the traffic laws appropriate, thus he agrees to respond for any violation to traffic rules, and to pay for any damages caused by the use of the Vehicle, and also to third parties.
- 4.- The use of the Vehicle is not authorized to persons who have not signed this document, and in no case may be under 21 years of age and with valid driver's license.
- 5.- Release from responsibility and indemnify and set the Vehicle's owner and the "**Operator**" free and safe for any damages caused by the Vehicle during their use of the same, or by the use of the Vehicle by third persons with authorization, while in possession of the same.
- 6.- Pay for any damages occasioned to Vehicle, and also to pay for the owner's and "Operator's" costs to carry out the repair of such damages, which may include legal fees and costs to be expended by the Owner or the Operator at the defense of any damages caused by the Vehicle during all of the time the guest keeps possession of the same.
- 7.- Immediately inform the Operator of any damage or accident any of the Vehicle might get involved in.
- 8.- Deliver the Vehicle with the same fuel load with which it was received.

The undersigned, recognize that the Vehicle(s) object of this instrument corresponds solely to CASA ENTRE ROCAS, S. de R.L. de C.V., and thus undertake the commitment to return it at the end of my reservation.

CASA ENTRE ROCAS

VEHICLE

SIGNATURE _____ DATE _____

Make	
Model	
Type:	
Color:	
Motor No.	
Serie No.	
License Plates	
Driver's Information	
Name	
Address	
Telephone	
ID	

Vehicle's Remarks: _____

Complete a form for each Vehicle

CASA ENTRE ROCAS

NOTICE FOR THE USE OR RENTAL OF A PROPERTY IN PUNTA MITA

By means of the present letter **CASA ENTRE ROCAS, LLC** owner of the Property identified as "Casa de Casas", hereby formally inform you that I have decided to lend my property to Mr. _____, which is located in Private Unit G2-5/4, Sub-Condominium G2-A, Master Condominium Punta Mita, Bahía de Banderas, Nayarit, Mexico.

The permission granted for the use of the property shall be under the modality of:

Lease

Free lease

Loan

Whereas it shall not be used for commercial purposes of any kind including but not limited to time share, fractional ownership, vacation clubs or any other analogue figure.

The property subject matter hereof will be exclusively used by a maximum of _____ persons, which shall abide by the Punta Mita regulations currently in force. The information of the person responsible of the use of the property is the following:

1. Name: _____
2. Address: _____
3. Phone number: _____
4. E-mail: _____

Copy of the identification attached hereto:

Passport

Official Identification Card

Driver's license

Other

Specify: _____.

CASA ENTRE ROCAS

The dates in which the user will be entitled to use the property shall be from _____ until _____.

Hereby agrees to be entirely responsible for any contingency or damage that may be caused by the user to any private or common area within the Punta Mita Master Condominium.

NOTES.

I hereby authorize the administration of the Punta Mita Master Condominium to verify any and all the information mentioned in this document.

Serve this letter for any legal purposes which may apply.

Sincerely,

CASA ENTRE ROCAS, LLC
Represented by
Christopher Richard Souki

[Lessee/Renter].