

Villa Paradise Cozumel Beach House

Carretera Costera Sur km 12.5
Cozumel, Quintana Roo
Mexico, 77600
Email: info@cozumelbeachhouse.com
Email: J.Jaxen.ceo@gmail.com

Vacation/Recreational Lease

Lease, made this _____, 202 .

By: Jasianna K. Jaxen
Costa del Sol Community Villa C1
Carretera Costera Sur Km 12.5
Office +1.341.999.4608
Mex. 011.52.987.871.3777
hereinafter called LANDLORD,

And:

Address:
Tel:
Email:
hereinafter called TENANT,

Witnesseth, that the LANDLORD hereby leases to the TENANT the premises, Entirety Villa Paradise Cozumel located at C-1, Costa del Sol, Km 12.5 Carretera Costera Sur, Cozumel, Quintana Roo, Mexico.

This lease shall be for a maximum of 6 Guests and begin at 3:00 pm on _____, 202 . and end at 11:00 AM on _____, 202 .

PAYMENTS:

For this term, the TENANT agrees to pay TOTAL \$ _____ USD includes 5 nights@ \$ _____ .00 USD per night subtotal \$ _____ .00 /100 Dollars plus 19% Tax \$ _____ which includes utilities such as electricity, water, sewer, trash removal, etc. payment shall be payable to Jasianna K. Jaxen, either by Deposit, Interact or Wire Transfer to **Bank of America Account** 5860 3324 1994 ROUTING number 026009593 (Sent form USA) Swift Code BOFAUS3N (outside USA).
Paypal account ibisson715@gmail.com or call us with your credit card (bank charges 4% will be apply).

The TENANT hereby acknowledges \$ _____ is due upon signing of this Lease. The other 50% \$ _____ plus \$ _____ refundable damage deposit will be paid by Tenant 90 days prior arrival _____, 202 .
TENANT agrees to pay \$ _____ .00 as a security deposit; it being understood that said security deposit is not to be considered prepaid rent, nor shall any damages claimed (if any) be limited to the amount of said security deposit. Security deposit to be held by LANDLORD.

The LANDLORD hereby notifies the TENANT that the LANDLORD, or their Agent, will submit to the TENANT an itemized list of any damages claimed to have been caused by the TENANT and return the entire security deposit less damages and other lawful deductions, within fourteen (14) days after termination of the lease.

SUMMARY OF PAYMENTS

Initial Deposit	\$	Due	Upon Signing
<i>Final Deposit</i>	\$	<i>Due</i>	<i>90 days Prior Arrival Time</i>
Security Deposit		\$300 Due	<i>90 days Prior Arrival Time</i>

ALL AMOUNTS SHOWN ARE IN US DOLLARS

LANDLORD Initials _____

TENANT Initials _____

We sincerely hope your vacation is an enjoyable one.

DISCLAIMER

There are a number of circumstances that traveling clients should be aware of which we cannot be held liable for. These include, but are not limited to, Acts of God, Medical Emergencies, Accidents, Airline Problems, etc.

CANCELLATION POLICY

If this reservation is cancelled by _____, 202 . TENANT will receive a full refund of Initial Deposit paid to LANDLORD. After that date, payments are refundable only if we re-rent the property. If you must cancel, it must be done in writing, and your payment will be forfeited unless the property is re-rented at the same rent, for the exact dates. If we are able to re-rent the property you will receive a full refund, less a \$150 cancellation fee. If an emergency occurs and you must cancel, please call 1.341.999.4608 and every effort will be made to re-rent the property so we can offer you a full refund.

TRAVEL INSURANCE

We strongly suggest that you consider purchasing travel insurance for your reservation. It can protect you against many unforeseen circumstances. We recommend acquiring travel insurance to alleviate such situations.

LOSSES AND DAMAGES

TENANT will be responsible for all damage and loss to the property during their stay and will be required to keep the property secure and locked at all times. TENANT will be charged \$20 US for each key card not returned to the rental management company. TENANT agrees to surrender the property in the same condition as at commencement of the rental period and agrees to be responsible for excessive cleaning, repair and housekeeping expenses caused by TENANT or Guests. An inventory and inspection will occur after every rental and TENANT agrees t be charged after the rental for additional repairs and charges due to accidental damage or breakage in excess of \$10, missing items, towels, sheets, DVD's, etc. or damages to the property or common areas. Neither Agent nor the Property Owner shall be held responsible for missing or stolen property of TENANT and Guests. TENANT and Guests are asked to use the property safes to store money, tickets, travel documentation, jewelry and other valuables at all times.

TO FAMILY GROUPS AND RESPONSIBLE ADULTS ONLY

Any guests under 25 years of age must be accompanied by parent or guardian. Villa C-1 Paradise will not be rented to high school or college groups, even if they are chaperoned by adults. LANDLORD reserves the right to immediately terminate rental, without refund, if in our opinion the TENANT has violated these policies or determines, in LANDLORD or Agent's sole discretion, that TENANT are detrimental to the property.

MAXIMUM OCCUPANCY

Please note the Maximum Occupancy of the property is 6 people. Exceeding the Maximum Occupancy at any time, with either overnight guests or day guests, is not permitted without express written approval from LANDLORD, due to property owner requirements, health regulations, building codes, and other. Parties, weddings, functions of any sort, involving added guests, necessitate express written permission of LANDLORD. If you exceed the number of guests the property was reserved for you will be required to pay an additional guest charge, or in the case of exceeding the maximum capacity you will be required to find alternate accommodations for the extra guests.

CONSTRUCTION

Construction of new homes and facilities may occur in the community. We cannot move people, make additional rate adjustments or rebates for inconvenience due to construction, road repairs, grounds repairs, etc.

SUBSTITUTION

Should Villa Paradise Cozumel Beach be sold, be out of order or deemed substandard prior to your arrival, TENANT will receive a complete refund of monies paid to LANDLORD by TENANT.

LANDLORD Initials _____

TENANT Initials _____

THINGS BEYOND OUR CONTROL

LANDLORD will do everything possible to make sure your stay is happy and comfortable. However, there are things that are out of our control. Please understand that there will be no refunds or discounts offered or expected. Examples of these types of things that are beyond our control include: breakdown of air conditioners, TV's, DVD players, electronics and appliances, construction nearby, beach or pier access unusable due to acts of nature, the home not decorated to your tastes, bad weather, disturbances by neighbors, or beach access location.

RESPONSIBILITIES FOR CHILDREN/MINORS

Adults traveling with children and minors are solely responsible for them. There is no life guard on duty at the pool, beach or hot tub.

DISPUTES/LIABILITY

Landlord, Agent and/or Owner are not liable for damages resulting from injury to any person or any person's property in connection with this Rental Agreement or while on the premises. TENANTS agree (1) to indemnify and hold harmless Landlord/Agent/Owner from any liability, loss or obligation resulting from any such injuries or damages, and (2) to resolve any disputes under Mexican Law. The municipal court of the city of Cozumel, State of Quintana Roo, Mexico, will have complete and absolute jurisdiction regarding any legal action.

- 1) No more than 6 people will occupy said premises. This includes babies and visitors. No animals, birds or pets of any description shall be kept in or upon the leased premises.
- 2) The TENANT shall leave the house in good condition. All furniture and accessories will be left as they were found.
- 3) The TENANT will not remove bath towels from inside the home.
- 4) If the TENANT defaults/otherwise fails to comply as regards to any item in this lease, the TENANT agrees to vacate said premises upon receipt of proper notification from the LANDLORD or their Agent.
- 5) The TENANT agrees to allow LANDLORD or their Agent to enter and view the premises:
 - (a) To inspect the premises
 - (b) To make repairs
 - (c) To perform maid service
- 6) The LANDLORD agrees to keep the property in good repair and to supply fixtures and household furnishings.
- 7) The LANDLORD and the TENANT state that the rental of these premises is for vacation or recreational purposes.

- 8) The TENANT shall not allow smoking inside the home at any time.
- 9) Release of the security deposit is subject to the following provisions:
 - (a) Expiration of the full term of lease
 - (b) No damages to the property beyond normal wear and tear
 - (c) If non-compliance of either the “no pets” or “no smoking” restrictions occur, then the security deposit will be held in full and not refunded.

ACCEPTANCE

By making a payment on this reservation you are agreeing to all the terms set forth.

IN WITNESS THEREOF, the said parties hereto set their hands and seals on the day and year first above written.

LANDLORD: _____ TENANT _____

Jasianna K. Jaxen