



SERVICE AGREEMENT ENTERED BY AND BETWEEN OTIKSOM PROPERTY, S.A. DE C.V. REPRESENTED IN THIS ACT BY MR. DIEGO GARCÍA GUAZMAN OR ROGER VALES ALCARAZ, HEREINAFTER REFERRED TO AS "THE PROFESSIONAL" AND THE BELOW UNDERSIGNOR HEREINAFTER REFERRED TO AS "THE GUEST", IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

**DECLARATIONS:**

- I.- The "Professional" declares that: a) Has the legal capacity to grant the services established in the present agreement, b) One of its principal activities is to provide lodging and/or administration services, and c) Its address is in 10th, Av. Esq. 14<sup>th</sup> Bis 2<sup>nd</sup> Floor, Down Town area, in Playa del Carmen, State of Quintana Roo, México. Z.C. 77710, and
- II.- The "Guest" declares that: a) Has the legal capacity to execute the present agreement, b) He/She Wishes to obtain lodging services from The Professional in order to stay temporarily in the property described in Exhibit "A" that forms part of the present agreement, c) That for any legal purposes, establishes his/her address in the described in Exhibit "A" of the present agreement and d) commits to fulfill the terms and conditions of this agreement.

In accordance with the above, the following is granted and agreed:

**TERMS AND CONDITIONS**

- 1. Payment Options.** The confirmation of reservation must be through credit card or wire transfer, indicating the number of reservation mentioned in Exhibit A of the present agreement. In addition:
  - a) The reservation will be automatically canceled in the event that the payment is not received from the Guest in the period mentioned,
  - b) The Guest will receive confirmation via e-mail once the deposit and the present agreement is executed.
  - c) Prior to the arrival of the Guest, this one will receive via e-mail pertinent information about emergencies, about the arrival to the property and instructions to pick up keys,
  - d) The guest should confirm the payments, sending an e-mail to [laura@moskitopm.com](mailto:laura@moskitopm.com) indicating the reservation number, name, dates, property and amount paid.
- 2. Payments and Agreement:** The total payment should be fully covered 30 days prior to the arrival date. The lack of payment will result in cancellation of the reservation. For Christmas & NYE stays the balance due must be covered 60 days prior to the arrival.
- 3. Check in / Check out.** Check in is at 3:00 PM. Check out is at 11:00 AM.
- 4. Occupation:** The guest agrees not to exceed the number of occupants agreed for the property in accordance with the present agreement.
- 5. Security Deposit.** A credit card with signature on file will be kept for any open balances or adjustments during your stay. A security deposit on your credit card (Not Debit - Visa & Mastercard only) will be required upon arrival. Excessive cleaning including upholstery, breakage, soiling or damage to the interior or exterior caused by the renter may be subject to additional fees to the renter. You are required to leave the unit as you received it. In the event the guest does not count with a Credit Card, the security deposit will be requested upon Check-In in Cash (USD or Mexican Pesos.) The security deposit will be reimbursed via Wire TRansfer 5 days after the lodging is concluded, once that the property is inspected and the Professional verifies that the property and its contents are in the same conditions when the same where delivered to the Guest at the beginning of the service. Damages over the property or its contents include any that exceed from "normal use". Any damage will be discounted from the security deposit. In addition, the rules and regulations of the condominium must be observed at all times, on the contrary the security deposit will be lost in favor of The Professional.
- 6. Responsibilities:** The guest will be the only person responsible for payment and the terms established in the present agreement. Even though there might be more individuals at the property, the undersigner assumes the responsibility for the other individuals joining him/her.
- 7. Prices and Property:** There are no guaranties over the prices and/or property for subsequent occupations or rental.
- 8. Constructions and Repairs:** Moskito and the owner of each property are willing to offer the best maintenance possible, nevertheless even with new accessories occasionally present defects for which they cannot guaranty there proper functioning. Any problem or failure on any accessory of the property will be resolved as soon as possible, reason why someone from Moskito or the owner will have to access to the property to provide the corresponding maintenance. There will not be any reimbursements of funds because of malfunction of any of accessory in the property or any loud noises because of construction, nevertheless we will always try to solve any problem that is presented.
- 9. Property Availability:** In the event that the owner of the property should have to make last minute repairs to the property, Moskito will try to offer another property with the same characteristics as the reserved one, in the event that another property is not available, the Guest accepts to receive the reimbursement of the funds paid.
- 10. Cancellation Policy:** The cancellation dates will be applied once Moskito receives payment and in accordance with the following: a) From 61 to 90 days prior to the arrival date – Charge of USD\$100.00, b) From 30 to 60 days prior to the arrival date – charge of 50% of the total rent or c) Less than 30 days prior to the arrival date – charge of 100% of the total rent. In addition: i) The cancellations in Christmas, New Year and Easter weeks will be applied 100% of the total rent, notwithstanding the cancellation time, ii) 100% of the security deposit will be reimbursed in any cancellation and iii) In the event that Moskito has the possibility of renting to a third party, the funds will be reimbursed.
- 11. Returns.** There will be no returns of funds in the event that the guest decides to leave the property prior to the departure date. In the event that the customer has not canceled the reservation and did not arrive on the arrival date, there will be no return of funds.
- 12. Hurricane Evacuation Policy:** Moskito will not reimburse any funds in the event of Hurricane or any natural disaster. The guest has the possibility to obtain travel insurance.
- 13. Services:** Moskito will not reimburse any funds in the event that any service is closed or non functioning.
- 14) Owners belongings:** Some of the closets located in the property are locked since they contain owners belongings and they are not at the disposal of the guests.
- 15) Additional usage of the Property:** Any other usage of the property that is not for residential purposes is prohibited and will need consent from Moskito or the owner of the property to change this policy. In the event that the property is used for a wedding, cocktail, television production event, the customer is required to obtain prior consent from Moskito. It is prohibited to have parties inside the property and the rules and regulations of the condominium should be respected and observed at all times. In the event that the guest destines the property for other use or is not authorized, the guest will lose the security deposit and will have to leave the property immediately.
- 16) Number of guests:** The number of authorized guests to occupy the property is indicated in Exhibit A of the present agreement. In the event that there are any additional guests from indicated, the guests will lose there security deposit and will have to leave the property immediately.
- 17) Properties:** Nor Moskito or the owner will be responsible to provide additional furniture that is not already available in the property. Each property and there furniture has its owner and Moskito is the agent that obtain the reservations for the owner. In the event that any of the furniture or accessories of the property are moved or missing, the guest will be responsible to leave everything as delivered.
- 18) Security:** There are existing locks in the Doors and Windows. Moskito will explain how to use them: please don't forget to put under lock your belongings when you leave the property.
- 19) Responsibility:** At the execution of this agreement, the guest is responsible of his own person and additional guests staying at the property. The guest accepts that neither Moskito, the owner, employees or agents will be responsible for any accidents, damages, losses suffered by the guest or guests staying or invited to the property. This includes accidents in the water, fire, damages caused by an accessory of the property, strikes, political events, acts of war, theft, migration, epidemics, changes in airlines itineraries, among others. In addition, the guest absolves Moskito, agents and owner of any responsibility derived from the above, theft, damages or death.
- 20) Conclusions:** This agreement is valid until the guest executes the same. Moskito reserves the right to terminate this agreement at any time in the event that Moskito does not receive the payments agreed in the present document or in the event of non compliance with the same.
- 21) Legal Responsibility:** Moskito under no circumstance will be responsible for any situation caused by the execution of this agreement. It is the guest responsibility to terminate the present agreement or decide not to use the services or leave the property.
- 22) Indemnify:** The guest accepts to indemnify Moskito, the owner, agent and employees of any situation, lawsuit, damage or costs derived by the guests in: a) this agreement, b) use of the services provided by Moskito.
- 23) Penalty for violation of this agreement:** In the event that the guest violates any condition or restriction of the present agreement, the guest accepts that Moskito and/or owner terminate this agreement, enter into the property and the guest will have to leave the property without any right on reimbursement of rent and security deposit.
- 24) Based on Articles 15 and 16 of the Federal Law of Protection of Personal Data** held by individuals we are aware that OTIKSOM PROPERTY SA De CV, located in AV.10 #250 2NDO PISO COL. CENTRO MUNICIPIO SOLIDARIDAD PLAYA DEL CARMEN QUINTANA ROO 77710 México is responsible for collecting personal information, use to be given to them and their protection. Your personal information will be used for the following purposes: to provide products and services you requested, to notify you about new services or products that are related to the already contracted or acquired; tell you about changes in them, undertake studies and programs that are necessary to determine consumption habits, periodic evaluations of our products and services to improve the quality effect thereof; assess the quality of service we provide, and generally to comply with the obligations we have undertaken with you. For the purposes mentioned above, we need to obtain the following data:  
Full name – Nationality – Age – Sex - Telephone and / or cellular – Signature – Address – email - Bank information to return security deposits  
It is important to inform you of your right to access, rectification and cancellation of personal data, to oppose to its treatment or revoke consent that for this purpose you have given us.  
For this it is necessary to send the request pursuant to the Law in its article 29 to the Data Protection Department, head of our Department of Protection of Personal Data, located at AV.10 #250 2NDO PISO COL. CENTRO MUNICIPIO SOLIDARIDAD PLAYA DEL CARMEN QUINTANA ROO 77710 México, or to communicate by phone at 52 (984) 8032582 or via email at [roger@moskitopm.com](mailto:roger@moskitopm.com), which confirms request by phone to ensure correct reception.  
If you do not wish to receive promotional messages from us, please send your request via e-mail address: [roger@moskitopm.com](mailto:roger@moskitopm.com)  
Important: Any change to this Privacy Notice may consult at [http // www.moskitoplavadelcarmen.com](http://www.moskitoplavadelcarmen.com)  
I have read the present agreement and I am in agreement with all terms and conditions.

Name & Signature "The Guest"

Date