

**Villa Pura Vida**

**GUEST USE AGREEMENT  
("Agreement")**

Premises Description: Villa Pura Vida  
Del Mar Development  
San Jose Del Cabo, B.C.S.  
Mexico, 23400

Confirmation Number: \_\_\_\_\_

Guest Name: \_\_\_\_\_ ("Guest")

Arrival Date/  
Departure Date: See Attached Reservation Confirmation Form

Check-In Time/  
Check-out Time:

Number of Occupants: Up to \_\_\_\_\_

Daily Fee: \$\_\_\_\_\_

Total Daily Fees: \$\_\_\_\_\_ (which is the Daily Fee for \_\_\_\_\_ days)

Deposit: \$\_\_\_\_\_ (equal to two days of Daily Fee)

Deposit Due Date: Upon execution of this Agreement

Service Surcharge: \_\_\_\_\_% of the Total Daily Fees

Final Payment:  
Fees, \$\_\_\_\_\_ (being the amount equal to the Total Daily  
plus the Service Surcharge, less the Deposit)

Final Payment  
Due Date: 90 Days prior to arrival date

Security Deposit: Execution of credit card authorization form at  
registration.

Guest hereby agrees to pay the Total Daily Fees and the Final Payment specified in the corresponding spaces above. Guest further acknowledges and understands that neither the Total Daily Fee nor the Final Payment includes food, beverages, and miscellaneous expenses beyond those specifically listed.

### **USE OF PREMISES**

Guest understands the Premises is a privately-owned residence. The owner of the Premises ("Owner") shall not be responsible for providing any equipment or furnishings unless such is currently in/on the Premises. Guest agrees to accept the Premises "as is" and assumes all responsibility for the safety and well-being of Guest and its invitees at all times. Locked off areas, if any, are reserved for the use of the Owner and are not a part of this Agreement. The use and occupancy of the Premises shall be limited to vacation accommodation purposes only for the time period specified above. No other rights in and to the Premises are created by this Agreement, and Guest (and Guest's family and invitees) must vacate the Premises promptly at the end of Guest's rental period, leaving the Premises in the same condition as existed at the beginning of the rental period described above.

### **CANCELLATION POLICY**

This Agreement is subject to cancellation by the Guest by providing written notice to Owner prior to the scheduled arrival date. If Guest cancels this Agreement on or prior to the 90th day prior to the scheduled arrival date, the Deposit will be refunded to the Guest, less a cancellation fee equal to five percent (5%) of the Deposit. If the Guest cancels this Agreement less than ninety (90) but more than sixty (60) days prior to the scheduled arrival date, Owner shall be entitled to retain fifty percent (50%) of each of the Deposit and Final Payment as liquidated damages. If the Guest cancels this Agreement on the 60th day prior to the scheduled arrival date or at any time thereof, Owner shall be entitled to retain all of the Deposit and the Final Payment as liquidated damages. Guest agrees that cancellation of this Agreement will cause Owner harm, that actual damages to Owner are difficult, if not impossible, to calculate, and that the amounts described in this paragraph as liquidated damages are a reasonable estimate thereof.

### **FORCE MAJEURE**

The acceptance of any advance monies by Owner shall not make the Owner responsible or liable should the Premises become unavailable due to a natural disaster, or other events beyond the reasonable control of the Owner. If the Premises become unavailable and an acceptable replacement is not found, then the Deposit and Final Payment will be returned to the Guest. GUEST FULLY RELEASES AND DISCHARGES OWNER AND ITS EMPLOYEES, AGENTS AND AFFILIATES FOR ALL LOSS, DAMAGE, INCONVENIENCE, EXPENSES, OR CLAIMS ARISING OUT OF OR RELATED TO UNAVAILABILITY OF THE PREMISES.

## **SERVICES**

Owner, in its sole discretion, will make suitable arrangements to provide Guest with a personal concierge, daily butler service, access to Club 96 (Villas Del Mar's private beach club), access to Club Espiritu, daily cleaning services, and bathroom supplies, all at the expense of Guest unless otherwise expressly agreed in writing executed by Guest and Owner. It is the Guest's responsibility to leave the Premises in the same condition as received, except for normal departure cleaning. Guest shall pay for any extraordinary cleaning, and for all costs to repair damages caused to the Premises and its contents, including furniture, furnishings, fixtures, or personal property.

## **GOLF CART WAIVER**

Owner will arrange for Guest's use of a golf cart (to be driven only by individuals over the age of sixteen (16) with a valid driver's license and each of whom have signed a separate golf cart use agreement) during Guest's stay at the Premises. GUEST HEREBY RELEASES, INDEMNIFIES, AND FULLY HOLDS HARMLESS OWNER AND THEIR RESPECTIVE AGENTS, EMPLOYEES, AND AFFILIATES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER ARISING OUT OF OR RELATING TO GUEST'S, OR GUEST'S INVITEES', OR GUEST'S FAMILY MEMBERS' USE OF A GOLF CART IN CONNECTION WITH GUEST'S RENTAL OF THE PREMISES. GUEST VOLUNTARILY AND KNOWINGLY ASSUMES ALL RESPONSIBILITY, LIABILITY, AND RISK WHATSOEVER ARISING OUT OF OR RELATING TO ALL BODILY INJURY, DEATH, OR PROPERTY DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER IN CONNECTION WITH ANY GOLF CART USAGE, FOR ANY PURPOSE AT ANY TIME, IN CONNECTION WITH GUEST'S RENTAL OF THE PREMISES.

## **TELEPHONE**

All long distance calls must be charged to the Guest's long distance personal calling card or credit card.

## **INCIDENTAL CHARGE**

All incidental charges will be paid upon departure by Guest to Owner, or its affiliate, by cash or credit card. Credit Cards accepted are Visa, MasterCard and American Express. Any incidental charges paid by credit card are subject to a five percent (5%) processing fee; incidental charges include but are not limited to Club 96 consumptions, spa services and telephone charges. Please note that it may take up to sixty (60) days to receive telephone bills, and the credit card on file will be charged accordingly. Please provide a fax number if you would like a copy of the charges sent to you following departure.

## **RELEASE AND WAIVER; GUEST RESPONSIBILITY FOR LOSS OR DAMAGE**

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NONE OF THE OWNER OF THE PREMISES, VILLAS DEL MAR HOLDINGS, S. DE R.L. DE C.V. (DEVELOPER), DEL MAR MANAGEMENT S. DE R.L. DE C.V., OR DEL MAR DESTINATIONS, L.L.C (MARKETER),

OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OR AFFILIATES (THE "RELEASEES"), WILL BE LIABLE, OR ASSUME ANY RESPONSIBILITY FOR ANY DAMAGES, LOSSES, COSTS, EXPENSES, COMPENSATION, LOSS OF USE, CONSEQUENTIAL LOSS OR DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, OR DEATH AT ANY TIME TO THE GUEST, GUEST'S INVITEES OR FAMILY MEMBERS, OR TO THIRD PARTIES, OR TO HIS/HER/THEIR RESPECTIVE PROPERTY (THE "RELEASED CLAIMS") FROM WHATEVER CAUSE ARISING FROM OR RELATED TO GUEST'S RENTAL OF THE PREMISES OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, USE OF THE SWIMMING POOL AT THE PREMISES. GUEST, ON HIS/HER/ITS OWN BEHALF, AND ON BEHALF OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER GUEST, HEREBY KNOWINGLY RELEASES, WAIVES, INDEMNIFIES, FULLY HOLD HARMLESS, AND FOREVER DISCHARGES RELEASEES FROM AND AGAINST ALL SUCH RELEASED CLAIMS.

Guest agrees that Guest is completely liable and responsible for any and all damage to the Premises and its contents (and to any of the furniture, furnishings and other personal property within the Premises), above and beyond normal "wear and tear" resulting from Guest's, its family members', or its invitees' use of the Premises.

#### **ENTRY**

Authorized repairmen, Owner, or employees of Del Mar Destinations or its affiliates may enter the Premises at any customary hour with notice, for the purposes of repair, improvement, care or management of the Premises.

#### **FORM OF PAYMENT**

All payments will be processed through PayPal.

#### **FINAL PAYMENT**

If Guest fails to timely make the Final Payment, Guest shall be in default of this Agreement, whereupon this Agreement shall terminate, Owner may retain the Deposit as liquidated damages, and neither Owner, on the one hand, nor Guest, on the other hand, shall have any further obligations one to the other hereunder. Guest agrees that a failure to pay the Final Payment timely constitutes a material default by Guest, that actual damages to Owner are difficult, if not impossible, to calculate, and that the Deposit is a reasonable estimate thereof.

#### **DEL MAR DESTINATIONS**

Owner has, pursuant to a separate agreement with Del Mar Destinations, engaged Del Mar Destinations to assist Owner with the administration of Guest's rental of the Premises and to act as Owner's representative, for that limited and sole purpose, under this Agreement. Del Mar Destinations is authorized, in its capacity as the Owner's representative, to take all actions, make all decisions

and elections, and give all notices on behalf of Owner under this Agreement. IN NO EVENT, HOWEVER, SHALL DEL MAR DESTINATIONS, ITS AGENTS, EMPLOYEES, OR AFFILIATES, HAVE ANY OBLIGATION OR LIABILITY TO GUEST UNDER, OR ARISING FROM, THIS AGREEMENT, OR GUEST'S USE OF THE PREMISES, AND GUEST HEREBY RELEASES, WAIVES AND AGREES NOT TO ASSERT ANY CLAIM AGAINST DEL MAR DESTINATIONS, ITS AGENT, EMPLOYEES, OR AFFILIATES, UNDER, RELATING TO, OR ARISING FROM THIS AGREEMENT OR GUEST'S USE OF THE PREMISES.

### **ATTORNEY'S FEES**

In case it should be necessary for Owner or Del Mar Destinations (or any affiliate of Del Mar Destinations) to bring any action under this Agreement or to place said Agreement, or any amount payable to either thereunder, with an attorney for the enforcement of any of rights hereunder, then in each and any case Owner or Del Mar Destinations (or any affiliate of Del Mar Destinations) shall be entitled to recover reasonable attorney's fees, expenses, collection costs, expert fees, mediation and arbitration fees, and court costs against Guest.

### **GOVERNING LAW**

This Agreement is governed by the laws of the State of Texas, without regard to any conflicts of laws principles. Exclusive venue for any dispute or other matter arising out of this Agreement shall be in Harris County, Texas.

### **EFFECTIVE DATE OF COMMUNICATIONS / SIGNATURES SENT BY FACSIMILE**

The parties agree that for purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing.

This Agreement, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by both parties.

None of Owner, Del Mar Destinations, L.L.C., Del Mar Management, or their respective agents, employees, or affiliates, is responsible for valuables or any item or property left in Villa Pura Vida.

**AGREED:**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name)

“Guest”

Date: \_\_\_\_\_

\_\_\_\_\_  
*Bill Rhoda*

“Owner”

Attachments:

1 – Reservation Confirmation Form

**Attachment 1**

**Reservation Confirmation Form**

<b>Conf. #</b>	<b>Name</b>	<b>Arrival Date</b>	<b>Departure Date</b>	<b># People</b>	<b>Rate Per Night</b>

Guest Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Special Requests/Notes: