

# Villa Bellamar

AKUMAL - MÉXICO

The Ultimate Hosting Experience



## RENTAL AGREEMENT

**Please carefully review all the information in this document before printing.  
Please sign and forward it back to [info@bellamar-akumal.com](mailto:info@bellamar-akumal.com)**

GUEST				# ADULTS	
EMAIL		PHONE #		#CHD	
ARRIVAL DATE		DEPARTURE DATE		# ROOMS	
SPECIAL REMARKS:					

To validate this reservation guest agrees to pay Wilma Arcila – Owner, as described below:					
BASIC RATE		DEPOSIT		DATE DUE	
ADD GUESTS		2 <sup>ND</sup> PAYMENT		DATE DUE	
OTHERS		OTHER		DATE DUE	
SUB-TOTAL		BALANCE			
TAX (22%)					
GRAND TOTAL					

## TERMS AND CONDITIONS

### 1) CHECK-IN/OUT:

Check-in time is 3 pm. Please plan to arrive at the villa at that time. We make every effort to ensure your Villa is ready when you arrive. Check out time is 11 am.

### 2) PAYMENT:

Your 50% deposit is due within five days after the date of the acceptance of the Rental Agreement, and the balance is due 60 days before your arrival date unless another form of payment is made mutually by written. For bookings made within 60 days of arrival date, full payment is due upon confirmation and before arrival. You may send your payments either by Bank Transfers or PayPal.

For Christmas and New Year's reservations, balance must be due 6 months before the arrival date.

### 3) CANCELLATION POLICY:

A fee will be applied to all canceled reservations to cover any incurred credit card or payment processing expenses.

- Before 90 days of the arrival date: a fee of 20% of the total paid;
- Between 89 and 61 days before the arrival date: a fee of 50% of the total paid;
- Cancellation 60 days or less before the arrival date: a fee of 100% of the total paid.
- Canceling any holiday reservation (Christmas, New Year's, and Thanksgiving weeks) will result in the forfeit of 100% of the total rent. A full or partial refund is solely applicable if Villa Bellamar secures another reservation covering partially or fully the initial and canceled dates.

Your reservation will not be eligible for a refund in the event of cancellation due to a natural disaster during your stay whenever, due to circumstances beyond the owner's control, such as flood, fire, or hurricane, the owner is unable to honor this agreement.

Travel Insurance may protect you from losses you may incur because of unforeseen circumstances, illness, injuries, and even mandatory evacuation. We strongly recommend you consult your insurance agent or on the Internet and choose the one that fits your requests.

### 4) GROUP RESIZING:

You may change the number of guests as needed, up to 60 days before check-in and balance payment, always considering the minimum of 10 guests per night. After that, all group resizing will be subject to confirmation. In case of reduction of the number of guests no refund will be granted, and in case of increasing of the number of guests, acceptance will depend on the availability of services to be provided and the corresponding extra guests/nights payment.

**5) RESCHEDULING:**

You may reschedule your stay up to 90 days before your arrival date, in the same property and number of nights, for a date within one year from the original check-in date, with a \$200 rescheduling fee, subject to availability and price variations for the new reservation dates. Villa Bellamar will not reschedule Holiday reservations (Christmas, New Year's, and Thanksgiving weeks).

**6) OCCUPANCY:**

Guest agrees not to exceed the occupancy allowed in the property as described in this Rental Agreement. Visitors shall be permitted to stay in the villa by acquiring a day pass, which will have an extra cost, according to the season and services provided. The number of visitors must be notified in advance to the villa Manager for preparing the needed services and staff.

**7) MAINTENANCE:**

Even the best or newest equipment occasionally malfunction and cannot be 100% time guaranteed. The Villa Manager shall use its best efforts to ensure the operation of all amenities in the property, such as internet access, satellite or cable TV or hot tub, as applicable. The Villa Manager shall not be held responsible for such items failure to work, but will make every effort to correct any issues reported most quickly. The Villa owners use the best Managers and maintenance personnel available in the Akumal area. The staff will fix problems as soon as humanly possible. The Villa Manager or an authorized employee or technician may enter the premises during business hours for any purpose connected with the repair, care or maintenance of the facilities. You may expect a courteous and professional attitude toward problem-solving. Guest acknowledges that the use of amenities, such as hot tub, pool, barbecue, decks, and the like, may be potentially dangerous and involve potential risks if improperly used, particularly by children, and such use is at the guest's risk.

**8) USE OF THE PROPERTY:**

Guests shall use the property for residential purposes only and in a careful manner to prevent any damage or loss. Guests and additional permitted attendees shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall guest use the property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance related to the Property.

If Guest is to be using the property for any events such as weddings, receptions, parties or large gatherings, Guest agrees to submit a written request for the Villa Manager's and adheres to the specific conditions on that issue. For each approved event, Guest may be required to pay an "event fee" and an additional security deposit. Guests shall provide to the Villa Manager, well in advance, full information on external services providers privately hired – servers, musicians, DJs, masseurs and others.

Neither Villa Bellamar nor the Owner shall be responsible for providing any additional furniture, cutlery or extra equipment not available presently in residence. If furniture is displaced, Guest will be responsible for returning it to its proper location, other than any charges may it incur.

**9) PENALTY FOR VIOLATION OF THIS AGREEMENT:**

Should Guest fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's belongings and leave the Property in good order, and free of damage. There will be no refund of any portion of the Total Rental and, if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

**10) RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal belongings and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest for any theft, damage, destruction or other loss and Villa Manager shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless: Rental Agent and their agents, owners, successors, as well as employees and contractors, from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest, in or about the Property, and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

**11) LEASEHOLDER RESPONSIBILITIES:**

While there may be many occupants in a given dwelling, only the reserving party will be held responsible by the Agent/Manager for the payment and other leaseholder responsibilities enumerated in the lease.

**12) DAMAGE SECURITY DEPOSIT**

A cash security deposit shall be payable to Villa Bellamar upon arrival. It is to cover the costs of any damage or breakages during the rental period of the Villa or its contents. We will fully refund the Damage Security Deposit, said damage was not the fault of the Guest. The Guest is responsible for all damages excluding wear and tear, and including those which exceed the deposit amount.

**13) INDEMNITY & LIABILITY:**

The Guest is responsible for their travel/health insurance. Neither the Owner nor Manager shall be held liable in any way for accidental injury, death or damage/loss to personal effects of the Guest, That includes any accidents related to the use of the Villa's facilities or local procured third party services. Services such as, but not limited to, watercraft, water sports, jeeps, golf carts or bike rentals.

**14) ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

**15) PETS:**

We permit pets on our property with prior written approval and payment of an additional security deposit.

**16) PERSONAL VALUABLES:**

Please use the safe deposit boxes located in each suite. Do not leave unattended currency or valuables on the property. Neither Agent nor Owner will be held liable for any thefts. Thoroughly check all drawers and closets before departing. Any items left behind will be returned upon request only, and at Guest's expense, plus USD 100.00 handling fee.

**17) RESTRICTED AREAS:**

Certain parts of the house may be closed and locked in the Villa. These rooms will stay at a "non-available for guests use" condition. They are storage, spare, backup and support rooms.

**18) PROHIBITED VEHICLES:**

It is forbidden to park on the streets. The community does not allow campers, motor homes, motorcycles, boats and boat trailers and recreational vehicles. Villa Bellamar provides a parking lot for a minimum of four cars.

**19) AGREEMENT**

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

With agreement,

Local and date	Signature