



## GENERAL TERMS AND RENTING CONDITIONS

### A- GENERAL TERMS

#### Agreement of user

The terms "us", "company" refer to Kaaxan, a limited responsibility company offering on line booking for houses and apartments through its website [www.kaaxan.com](http://www.kaaxan.com) and "you" , "the user" refers to the client who makes an on-line booking with us through our website. "the tenant" refers to the one who registers as signing the present agreement, "the guests" the people on the list who come with the tenant registered upon booking. All reservations done by you through our website are subject to the following terms, conditions and notice such and as they exist in the moment of booking. We reserve ourselves the right to change these terms, conditions and notice and you agree on accepting and respecting these terms, conditions and notices valid at the moment that you are using our website and offered installations.

#### Recitals

This website has an only purpose of helping you choose and determining availability of properties and services related with trips and make legitimate reservations and help the owner or the manager in renting his property on a short term basis, so called vacational renting, and has no other purpose. You agree to be governed by terms and conditions of owner or manager or buying terms and conditions of any supplier you decide to deal with including without being limited to, payment of all amounts when they become due and the respect of rules and restrictions of the supplier. You understand that any violation of these conditions could result in cancellation of your reservation(s) or errand(s), that you could loose the money paid for such reservation(s) or errand(s) and that the company could charge you with all costs we had to cover because of that violation. You will be fully responsible of all charges, fees, rights, taxes and contributions related to the products you bought through this website, and without limitation, you will be fully responsible of all charges, fees, rights, taxes and contributions related to the operations made by others in your name, even if these were made without your consent.

#### 1. What you guaranty us

You guaranty us that you are at least 18 years old and that you are legally responsible to celebrate this agreement and to use this website in accordance with the terms and conditions of this agreement. You agree that you are financially responsible for the full use you may have of this site, as well as the use of your name and credit card in order to pay the products and services you buy on this website for the members of your party, including minors living with you. You also guaranty that all he information provided by you or members of your party while using his website is true.

#### 2. Electronic communications

As you visit the website [www.kaaxan.com](http://www.kaaxan.com) and as you send us and receive from us e-mails, you communicate yourself electronically. You accept receiving electronic communication and fax communications from our company. You acknowledge that all notice, divulgation of information, agreements and other communications that you may receive from us electronically or through fax satisfy all legal requirements saying communications shall be in writing.

#### 3. Limitations of use of this website

As a condition to the use of this website, as you make a reservation through our website or using any information, data, or images of the website, you guarantee and declare to us that you will not use this website, nor the information, images, or data of the website with unlawful purposes or for unauthorized purposes for this agreement and you agree in not modifying, copying, distributing, transmitting, publishing, exhibiting, conceding users licence, create jobs derived from this website nor sell the products, services, information or computation programs found in this website.

#### 4. Payment of hotel operations

In the moment you make your reservation demand, you need to pay a reservation amount so the property shows "unavailable" on your dates, 60 days and 30 days before your arrival date, you need to pay remaining amounts. You agree that you will be charged to your credit card the amounts you agreed for on this website. You also understand that the validity of your booking is pending to the fact that you properly complete your payments through our website [www.kaaxan.com](http://www.kaaxan.com), entering with your user code and key. We cannot guarantee a booking for which posterior payments are not done properly.

## B- RENTAL CONDITIONS

### 1. The service

#### a. Description

The Rental is proprietary to the owner of the detailed unit and is protected by property laws and international property treaties. User's access to the Rental is licensed and not sold. The owner agrees to provide you with non-exclusive access to or use of the Service, consisting of renting a privately owned vacation home for the agreed upon period of time, subject to the terms and limitations set forth in this Agreement.

#### b. Best effort of agent

Our Company ONLY provides on-line automated booking to serve owner's or manager's interests and uses all its available means to offer accurate on-line availability calendars. However, we cannot guarantee that at the moment we will process user's booking request, the lodging proposal will still be valid. Our Company, reserves the right to reject your booking demand and propose alternative solutions, without being responsible of any of the consequences to the User. Whatever booking demand done on the website, is subject to our later agreement.

#### c. Accessibility

User agrees that from time to time the Service may be inaccessible or inoperable for any reason, including; without limitation: (I) causes beyond the control of the owner or which are not reasonably foreseeable by Company; (ii) periodic maintenance procedures or repairs may need to be undertaken from time to time; or (iii) unforeseen malfunction of rental property; or (iiii) visiting of prospective buying client when the property is currently on sale.

### 2. Price

All displayed prices include all taxes as well as expenses for consumption of gas, electricity and water, for lease terms agreed upon within reasonable limits, and only for rentals of less than 30 days. Under no circumstances shall prices include charges arising from the use of Telmex telephone services.

### 3. Tenant and Assignment of the reservation

Only the reserving party will be considered the Tenant. He will be held responsible for the payment and other Tenant responsibilities enumerated in the rental agreement. The reservation hereof is on behalf of Tenant, and shall therefore be non-transferable, either in whole or in part, to any other person.

### 4. Use of accommodation

The accommodation shall be used for individuals and business travellers as a holiday rental, the Accommodation should never be used for commercial activities. Therefore, the Tenant declares that he/she is leasing the Accommodation for the purpose of spending his/her holidays, under no circumstances shall the Accommodation be leased under the terms of the contract hereof be used on a habitual residential basis.

### 5. Payment Terms

Each reservation requires a:

\_ 270usd deposit through Internet website [www.kaaxan.com](http://www.kaaxan.com), to be paid with credit card.

\_ 50% of rental minus the 270usd you paid upon reservation must be received no later than 60 DAYS prior to the arrival date.

\_ Remaining 50% should be paid no later than 30 days prior to arrival.

Failure to pay any of these amounts on time could result in loss of reservation. If reservations are made less than 60 days before arrival, or for Christmas or New Years weeks, then 100% of rental amount are required upon booking.

### 6. Check in - Check out Time

Check in can be anytime after 5:00 P.M. and check out is before 10:00 A.M. Arrangements can be made for storage of luggage should you require it in the case of an early arrival or late flight out.

### 7. Cancellation Policy

Cancellations should be made through website [www.kaaxan.com](http://www.kaaxan.com) and are effective from the date our company receives and acknowledges user's mail. Total amount of rental (in case it has been paid) is refunded:

\_ until 60 days prior to arrival date, minus administrative fees of 270usd.

\_ from 59 days to 30 days, there will be a surcharge of 50% of the rental amount.

\_ with a cancellation of less than 30 days' notice, surcharge will be of a 100% of rental amount.

(Bookings for Christmas, New Years and Easter holidays are subject to 100% surcharge regardless of time of cancellation).

In the event that the property is unavailable due to damage from hurricane, flood, fire, our company owner or manager shall be held harmless by User. Our company will make every effort to move guests to comparable accommodations at the original rate. If comparable accommodations are not available, the User agrees to accept a full refund of any monies paid, minus 3% of financial costs. In the event that the property is unavailable due to repairs not being completed on time, the selling of the property, etc. owner, manager or our company shall be held harmless by User. Our company will make every effort to move guests to comparable accommodations at the original rate. If comparable accommodations are not available, the User agrees to accept a full refund of any monies paid. Our Company shall not be liable for any damages, losses, lost profits, direct or indirect costs, arising from such cancellation.

In the case the payments at 60 days or 30 days would not have been carried out in the intended deadlines specified in this contract, the reservation will be automatically cancelled, and no money will be refunded.

Kaaxan puts all works about it so that the calendars of availability are as accurate as possible, but it can happen that 2 reservations on common dates are done simultaneously. If such were the case, Kaaxan could perhaps not deliver the lodging that you chose, but it will try to immediately propose something similar to you, and if nothing satisfied you, would transfer you versed installment of 270usd.

All the dates mentioned in this chapter take effect and are teminent with 00:00, hour Riviera Maya, Mexico, GMT-6.

#### 8. Registered Guests and maximum occupancy

No visitors are allowed. Occupancy count includes all children who require bedding and are over the age of 1 year at time of arrival. Only registered guests are allowed inside the villa or apartment, and on the property. Each villa or apartment has a specified maximum number of occupants. Should the owner or manager notice this number is exceeded, it reserves itself the right to end this contract immediately without further notice or refund.

#### 9. Damage/Security Deposit

Upon booking through our website, the user acknowledges that, upon entering the house or apartment, he will have to leave a security deposit, which will have to be CASH or in TRAVELER'S CHECKS ONLY. Each house has a different amount of security deposit, between 100usd and 1000usd, which will be specified upon booking. The security deposit shall be delivered to the manager in the moment of key delivery. The Tenant agrees to maintain the property in the same condition as it was received. After checking out the villa or apartment will take a thorough inventory taken. Provided there is no more than reasonable clean up and nothing damaged or missing, you will be refunded of the deposit upon departure. It is understood that with the exception of the items mentioned within this agreement, all other damages or lost items will be deducted at replacement cost, which may include but is not limited to labour expense, shipping and importation costs. You as the user agree to take all reasonable steps to ensure that your family, friends and other guests in his party adhere to the rules and regulations affecting the villa. Rearranging the furniture, using the couches and pillows as beds, or removing any items from the villa or apartment is prohibited. It is fully understood that smoking inside the villa, exceeding the maximum occupancy, allowing guests on to the property, and having non-approved parties or functions, will forfeit the security deposit and could result in eviction. Only the owner or his agents have the power of evaluating and decide, should the case arise, of retention of part or totality of the Security deposit; in no case can Kaaxan be held responsible for it.

#### 10. System Failures, Maintenance

Our Company tries hard to ensure that items listed on our website are in place, in working order, and the descriptions are as accurate and as reasonable as possible and that the villa is in good working order with all amenities in place. The owners or their manager will be available to handle questions, complaints and supervise maintenance. In case of a maintenance problem, the owners or their administrator will strive to have the problem repaired as soon as possible after being notified. Consider carefully that NO REFUND, or RATE ADJUSTMENT shall be made for unforeseen failures such as the supply of electricity, water, pool filtration systems, air conditioning, telephone, television or satellite service, appliances, etc. No refund or rate adjustment shall be made for any disturbance outside of the control of the property owner or his staff, such as construction at nearby properties or noisy parties at other villas, condos or hotels. Your agreement is for a specific property that is privately owned. We cannot move you to another property if you have a problem or complaint with the property. No shows, late arrivals, reductions in the number of guests, and early departures are all non-refundable.

#### 11. Quiet Enjoyment & Parties

Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents in the neighbourhood. Absolutely NO house parties or functions are allowed without advance WRITTEN permission from the owners.

#### 12. Children

Parents should be aware that the villas and apartments are not without inherent risks. While this is in no way considered to be the comprehensive list of dangers, user should consider that the swimming pool is not fenced off and the shallow end for kids does not have a physical barrier from the deeper end. Railings on balconies can look like a climbing gym to kids. Tiles can be very slippery when wet. There are no lock offs for cupboards, drawers or electrical outlets. Storage/maintenance rooms with poisonous chemicals may not always be locked off. There are no child gates to block stairways. Corners are not rounded. There are pieces of art, various decorations, books, games etc. throughout the villas and apartments that are within reach of little hands, which you will be responsible for. Parents just need to know that children must be supervised closely.

#### 13. Ecology, energy savings

Help saving energy: upon leaving the villa or apartment for a while, user should make sure that all lights and fans are turned off as well as the and air-conditioning put to a minimum or switched off, and in any case, windows closed. If failed to do so, part of the security deposit could be charged.

#### 14. No Smoking

Smoking is permitted on the terraces, garden, rooftop. ABSOLUTELY NO SMOKING is allowed inside the villas and apartments. A \$150 fee may be charged for ionisation, if smoking in the property is detected.

## 15. House equipment

### Keys and Lockbox:

\_ There is a \$75 charge for lost villa keys.

\_ Bicycles: There is a \$200 charge for a lost bicycle and a \$15 charge for a lost lock or key.

\_ Electronic Equipment: Please do not reprogram the satellite TV system or disconnect wiring to TV, VCR, DVD, XBOX, stereo or computer. If you do and then we have to call in a service person you will be charged : 50usd.

\_ Cellular phone: For those properties providing a cell phone, in case of loss or damage: 150usd.

## 16. Disclaimer of Warranties

The service is provided on an "as is" basis without warranty of any kind, express or implied. You expressly agree that the use of the rental service is at your sole risk. We do not warrant that the Service will be uninterrupted or error free, nor do we make any warranty as to any results that may be obtained by use of the service. we make no other warranties, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose in relation to the service.

## 17. Limitation of Liability

Under no circumstances shall the owner or our company be liable to you or any other person for any indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement before, during or after occupancy. Your sole and exclusive remedy hereunder shall be for you to discontinue use of service, vacate rental property and terminate this Agreement.

Our Company shall not be liable for any type of damages that might derive from any of the following:

1.- The alteration of privacy and security through the use and content of the web page and the services by third parties that are not bound thereto, in accordance with the law currently in force.

2.- The presence of false elements in the services offered by third parties across the web page that might cause alterations in the computer system, electronic documents or files of the User.

3.- The lack of veracity, accuracy, exhaustiveness or updated status of the content offered by third parties.

4.- The lack of lawfulness, reliability and usefulness of the content of the services offered by third parties across the said page.

The guests defined on your reservation will be responsible for themselves. The user acknowledges that the property owners, employees, and agents do not carry personal liability insurance and can not be held responsible regardless of fault, for any accident, loss, damage or injury suffered by the renter, members of their party or any other guests which the renter or their party have allowed access to the property, regardless if said loss is a result directly or indirectly from acts of god, danger incident to the sea, any body of water, fire, breakdown of machinery, equipment, acts of government or other authorities, de jure or de facto, wars (whether declared or not), hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, custom regulations, delays or cancellations of or changes in itineraries or schedule or from acts of omission of any airline.

Furthermore, the user will release and hold harmless any and all parties involved with the rental, management and reservations of the property and to release and hold harmless it's owners or representatives for any loss or damage to personal property or for any injury and/or death.

"Kaaxan" and Its owners are not responsible for theft, lost or stolen Items, or Items left after occupancy. Tenants agree to pay for any damage caused.

## 18. Indemnification

You agree to indemnify, hold harmless and defend "Kaaxan", the owner, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement; (b) your use of the Service.

## 19. Penalty for Violation of this Agreement

If the Tenant or their guests violates any of the conditions or restrictions of this Agreement, the user agrees that the Owner and/or Administrator of the property may terminate this Agreement and enter the Villa or apartment. Upon notice of termination of the Agreement, the Tenant and all invitees shall vacate the Villa immediately without being entitled to any refund of rent or security deposit.

## 20. Venue in case of dispute

By booking a MEXICO vacation with Kaaxan, you acknowledge and agree that the venue for any dispute or claim that you may wish to make regarding vacation arrangements made by Kaaxan shall be made in the country of Mexico, in the jurisdiction of Playa del Carmen, Quintana Roo.