



RENTAL AGREEMENT

This agreement is made between Xbalanque and the renter. Xbalanque agrees to rent to the renter the selected property under the following conditions:

DEPOSIT A non refundable deposit of 30% will be required with a signed contract to reserve the rental property for the dates requested. If cancellation is necessary, another rental date may be selected and deposit applied, upon the discretion of the owner. If cancellation is made at least 30 days prior to arrival, a full refund will be issued. RESERVATIONS FOR HOLIDAYS SUCH AS CHRISTMAS, NEW YEARS AND EASTER ARE NON-REFUNDABLE.

PAYMENT Balance of the rent is payable 14 days prior to arrival and can be paid by cashiers check, credit card (Mastercard, visa , PayPal, wire transfer or a US check.

DAMAGES Renter shall deliver the property in good order and repair. A security deposit with a credit card will be retained and charged for any damages or loss of items. A charge of \$250 will be charged for smoking in the rooms or balconies. Smoking is only permitted in designated areas.

RIGHT OF ACCESS Management shall have the right of access for repair and maintenance, cleaning or in case of an emergency.

USE Rental shall be used as in compliance with laws and ordinances. Renter shall not use the property for disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment.

Designated persons on this agreement are the sole occupants for the property. Overnight outside guests are not allowed. Any misuse described above will result in termination and no refunds will be issued.

PROPERTY LOSS Xbalanque shall not be liable for damage to renter's property of any type, for any reason or cause whatsoever. Xbalanque is not responsible for theft or loss of any item belonging to the renter. Xbalanque is not responsible for any injury occurring on the premises or anywhere.

PETS Animals, of any kind shall not be permitted inside or outside the rental property or on Xbalanque premises.

OCCUPANCY The renter agrees that occupancy shall not exceed the designated number for the rental unit agreed upon by the management. All occupants must be listed on the rental agreement along with passport information. Xbalanque reserves the right to enforce the number of people allowed to occupy the rental unit.

INDEMNIFICATIONS Renter releases Xbalanque from liability for and agrees to indemnify against losses, incurred by Xbalanque as a result of

- a. renters' failure to fulfill any condition of this agreement
- b. any damage or injury happening in or about rental premises to renter's invitees or to the renter
- c. renter's failure to comply with any requirements imposed by any governmental authority and
- d. any judgment, lien, or any other encumbrance filed against renters as a result of renter's action
- E. faulty use of equipment such as kayaks, snorkel gear, paddle boards, Pool, exercise equipment, golf carts or any Xbalanque equipment

PROPERTY DAMAGE In case the rental property is not returned in its normal condition, Xbalanque will supply a list of charges and renter agrees to pay the cost of repair or replacement. A credit card must be supplied with signed contract as security.

I HAVE READ THE FOREGOING AGREEMENT AND AGREE WITH ITS TERMS