

Casa Joya del Mar Rental Agreement

Lagos del Mar Estates

Lot #2 Punta Mita

Nayarit, México

This Agreement is between PMIG, LLC, a Nevada Limited Liability Company (the "Company"), who represents the "Owner" of Casa Joya del Mar, an executive private home located on Lot 2 of Lagos del Mar Estates, Punta Mita, State of Nayarit, Mexico ("Premises"), and the undersigned ("Client", "Guest" or "Renter"). The Company hereby grants to Guest the right to use the Premises for the period of stay indicated below, and Guest agrees to pay to Company the amounts set forth below when due, under the terms and conditions set forth and incorporated by reference below.

**1. Guest Information:**

<b>Name of Guest:</b>	
<b># of Total Guests:</b>	
<b># of Total Adults:</b>	
<b># of Total Children:</b>	
<b>Address:</b>	
<b>Daytime Phone:</b>	
<b>Cellular Phone:</b>	
<b>Email:</b>	

**2. Reservation Details:**

<b>Arrival Date:</b>	
<b>Departure Date:</b>	
<b># of Total Nights:</b>	

**3. Rental Rates & Other Charges:**

<b>Description</b>	<b>Total Amount</b>
Rent: USD \$_____ per night x _____ nights = \$_____	\$
Security Deposit – 10% (minimum \$2,000) of total amount due	\$
Other Fees & Charges:	\$
<b>Total Due:</b>	<b>\$</b>

**4. Payment Terms:**

Description	Amount	Due Date
First Installment (50%) Total Due at Reservation Signing)	\$	
Final Installment (due 60 days prior to Arrival Date)	\$	
Total Due:	\$	

**5. Flight Information:**

<b>Airline or Tail Number:</b>	
<b>Flight Number:</b>	
<b>Arrival Date &amp; Time:</b>	

**6. Method of Payment:**

Payment must be in U.S. Dollars by bank wire or personal check. A Cashier's check or bank wire is required if payment has not been received within 15 days of arrival date.

All checks should be made payable to **PMIG, LLC**. Please mail checks to the following address:

Russ Haycock  
4005 N. Chieftain St.  
Las Vegas, NV 89129

Note: Customer's failure to pay in full by the required due date, or failure to perform any other covenant hereunder shall result in cancellation of this Agreement and forfeiture of the reservation and all sums previously paid by the Customer.

**7. Deposit - Cancellation and Refund Policy:**

The initial Deposit must be delivered to and accepted by the Company in order to secure customer's reservation and create a binding agreement. If the time of stay requested is not available at the time of Company's receipt of initial deposit, the Company shall return the initial deposit to Client and this Agreement shall be of no force or effect. The 10% security deposit, less any deductions allowed under this agreement, shall be returned to Client within 60 days after the end of client's stay. Client must cancel a reservation with 60 days notice prior to their arrival in order to receive a refund of 60% of the initial deposit.

If Client fails to give 60 days notice, all sums paid shall be NON- REFUNDABLE, with the following exceptions:

- a) If the Premises are uninhabitable for all or part of Client's time of stay due to casualty, loss, acts of God or other cause, Client may either be refunded all unapplied money previously paid or Client may re-schedule its time of stay as its sole remedies.
- b) If Client desires to cancel a reservation, but finds a replacement renter acceptable to the Company, for Client's specified time of stay, the Company shall apply the sums previously paid by the Client to the account of the replacement renter. In this event, such replacement renter shall be solely responsible for reimbursing the Client for any such amounts.

Note: The Security Deposit may be used to offset guest expenses, assuming there is no damage to the Property or Vehicles.

#### **8. Release & Hold Harmless:**

Unless caused by the gross negligence or intentional misconduct of PMIG, LLC, the Client holds the Company and Owner harmless for any monetary or physical loss. Neither PMIG, LLC, the Owner nor their agents, members, managing members, employees, officers or directors shall be liable to Client or Client's guests or family members for any personal injury, accident, death, lost, stolen or damaged property, loss of enjoyment, delay or inconvenience occurring at the Premises and/or during Client's time of stay from any cause whatsoever, or for any inaccuracies or misinterpretations of Company's descriptions or marketing of the Premises or the surrounding area that are not of a material nature. Client shall indemnify and hold Owner and its agents, employees, officers and directors harmless from any and all loss, cost, expense, claim or liability (including reasonable attorney's fees) arising as a result of the use by the Client or its guests or family members of the Premises or any accident or otherwise as a result of this agreement or the act of any employee or agent of the Owner or any act of Guest or their family or friends.

Owners' automobile and golf cart (the "Vehicles") may be used and driven by Guest within the gates of Punta Mita only by Guest possessing a valid driver's license. Any damage to the Vehicles or other property will be paid by Guest upon presentment of a receipt for repairs and related costs.

#### **9. Prohibited Activities:**

Client shall not engage in or permit any other party or guest to engage in, and use the Premises for any criminal or unlawful activity whatsoever. No noxious, offensive, or dangerous noise, odor or fumes shall be permitted to emanate from the Property while under Client's control.

#### **10. Right of Entry:**

Client agrees that Company and Company's agents may enter the Premises during reasonable hours to inspect the Premises, to make such emergency repairs, improvement or alterations thereto as Company or Company's agents may deem appropriate, or to show the Premises to prospective purchasers, renters, or customers (with prior arrangement of the Guest).

#### **11. Surrender & Repair of Services:**

At the end of the Time of Stay (departure date), Client shall surrender the premises to the Company's agent in the same condition as existed at the beginning of the Time of Stay, except for reasonable wear and tear, no later than 11 am on the day of departure (unless an extended departure time has been approved in writing by Owner). The cost to repair and/or replace any item in, on or part of the Premises that is lost, stolen or damaged during Client's time of stay shall be paid by Client and may be deducted from Client's security deposit and retained by the Company. Company and its agents shall be responsible for day to day maintenance and repair of the Premises, including appliances, utilities, linens and towels, as may be reasonably necessary.

#### **12. Governing Law:**

The parties hereto expressly submit to the laws of Mexico for the interpretation and enforcement of this Agreement, hereby waiving any other jurisdiction that may now or hereafter be applicable by reason of their present or future domiciles. Both parties agree that the execution of the Agreement or any written documents which may follow from it can be made by each party signing individually in counterparts and transmitted by way of Facsimile, PDF scanned email, US mail, messenger or delivered in person.

**13. Services:**

The home has full time staff of two. Daily maid service is provided at no extra cost. They work 6 days, Monday through Saturday, and rest from on Sunday. Other staff will perform housekeeping and meal preparation on Sunday. Airport pick-up and return, using Owner's Suburban, with chauffer, included in the rental fee. If additional vehicles or more than one airport pick-up is required for large groups, then additional fees will apply (at Owner's actual cost), unless noted in "Other Fees or Charges", Daily breakfast and a light lunch is prepared and served at no extra cost. Guests will pay for all food and beverages. A professional chef may be contracted at an additional cost. All amounts paid by Owner (or Owner's Agent) on behalf of Guest will be reimbursed to Owner in cash (Mexican Pesos or U.S. Dollars) prior to Guests departure from Property. Owner's Agent to provide details of amounts paid on behalf of Guests. These costs may include grocery shopping, massage therapy, boating, fishing or other adventures arranged by the House Concierge.

Note: The Security Deposit may be used to offset guest expenses, assuming there is no damage to the Property or Vehicles.

**14. Rules & Regulations:**

Client shall comply with the rules and regulations of the Premises and Punta Mita, and shall ensure compliance with same by its guests and family members.

- MAXIMUM OCCUPANCY: No more than 16 adults and children (unless additional guests are approved by Property Manager) may occupy the Premises at any time. No campers, mobile homes or RVs are allowed at the Premises.
- PETS: No pets allowed.
- NO SMOKING inside the premises.
- POOL AND JACUZZI to be used at Client's and their Guest's and family members own risk and in a safe manner. An adult must accompany children at all times when children are in or near the pool.
- TELEPHONE/FAX: Charges for all long distance calls made by the phone or Fax machine during Client's time to stay shall be charged to the Client and deducted from its security deposit according to Company's actual costs. Clients are encouraged to utilize the Vonage VOI service, which allows free phone calls to and from the U.S. and Canada. Wireless internet service provided at no cost to Guest.

**GUEST**

NAME PRINTED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**OWNER**

NAME PRINTED: \_\_\_\_\_ PMIG, LLC \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_