



#### 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. 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 c/o 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.

#### 6. Deposit - Cancellation and Refund Policy:

The Initial Deposit (50% of total amount due at signing) 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 Client has 2 options for refund of the Initial Deposit (50% of total amount due at signing):

1. The initial deposit, less any deductions allowed under this agreement, shall be returned to Client within 30 days after the end of client's stay. Client must cancel a reservation with 90 days' notice prior to their arrival date in order to receive a refund of 100% of the initial deposit, with the exception of Christmas weeks. During Christmas weeks, Client shall give 120 day notice prior to their arrival date in order to receive a refund of 100% of the initial deposit.
2. The initial deposit, less any deductions allowed under this agreement, shall be returned to Client within 30 days after the end of client's stay. Client must cancel a reservation with 60 days' notice prior to their arrival date in order to receive a refund of 60% of the initial deposit.

If Client fails to give the above notices, all sums paid shall be NON- REFUNDABLE, with the following exceptions:

1. 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 money previously paid or Client may re- schedule its time of stay as its sole remedies.
2. If the property is unavailable due to the sale of the property and the new owner is unable to accommodate stay, Client shall be refunded 120% of the initial deposit.
3. 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.

**Please check the refund option that you prefer:**

90 day notice with 100% refund

60 day notice with 60% refund

#### **7. 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.

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

#### **8. 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.

#### **9. 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 or customers (with prior arrangement of the Guest).

#### **10. 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.

### **11. 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.

1. Maximum Occupancy: No more than 16 people (children & adults) may occupy the Premises, unless authorized by Owner in writing.
2. Pets: No pets allowed
3. No Smoking: Smoking (including e-cigarettes) inside the Premises is prohibited.
4. Pool & Spa: Use in a safe manner with children supervised by adults at all times.
5. Client shall not engage in or permit any other party or guest to engage in or use the Premises for any unlawful activity whatsoever.
6. No Noxious, offensive or dangerous odor or fumes shall be permitted to emanate from the Premises.
7. Guests agrees to maintain reasonable noise levels day and night of all kinds, including live music, loud talking, etc. Quiet time will begin no later than 10 pm, which means courteous & respect for our neighbors by no outside noise that neighbors can hear.

### **12. Services:**

1. Villa Staff: The home has full time staff that will provide daily maid service at no extra cost.
2. Airport Transfers: Airport pick-up and return, using Owner's Suburban, with chauffeur, 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).
3. Daily Breakfast: Daily breakfast and a light lunch are prepared and served at no extra cost.
4. Food & Beverage: Guests will pay for all food and beverages.
5. Chef: A professional chef may be contracted at an additional cost.
6. Cash Reimbursements: 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.

**SPECIAL ARRANGEMENTS:**

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**GUEST**

NAME PRINTED: [REDACTED]

SIGNED: [REDACTED]

DATE: [REDACTED]

**OWNER**

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

SIGNED: [REDACTED]

DATE: [REDACTED]

***This form does not act as your confirmation. Confirmation will be emailed to you by the Owner confirming the details of your stay and subject to receipt of your first installment.***

***Submitting this form acts as your signature and binds you to the terms and conditions of the Rental Agreement.***

***Thank you for submitting this form and we appreciate your interest in Casa Joya Del Mar, Punta Mita.***