

La Sirena

Rental Agreement



We want you to have the best vacation possible. And we want you to tell your friends and of course come back. Repeat guests are our favorite. They know and appreciate our second homes and our staff and we all know our repeat guests. With this in mind, we have developed this Rental Agreement to be as fair, practical and simple as possible.

Reservations and Deposits

- A deposit minimum of 50% is needed to confirm your reservation. We will hold a temporary reservation for 7 days, per your request.
- If you are booking far in advance, i.e., 6 months or more, we are flexible in in the amount of your initial deposit and subsequent payments, i.e. for example 3 or 4 payments. We do need to coordinate this early on, so there is no confusion. So please let us know of this need. We still must receive initial deposits within a week.
- If we receive another request, and we have not received your deposit, we will give you first right, but we may cancel your reservation.
- Final payment for accommodations is due 45 days prior to arrival. Reservations made less than 45 days prior to arrival will require full payment.
- Upon receipt of final payment, a detailed planning guide including access documents will be provided to you.
- Our condos and villas are truly our second homes, and not just the average rental. Therefore, we need a security deposit.

OPTION 1: \$59 Purchased Damage Waiver

- Purchased at the time of booking,
- Insures you up to \$1500 in accidental damages made to the property with no deductible,
- Damages must be reported before checkout to be covered,
- You are responsible for any damages exceeding \$1500

OPTION 2: \$300 REFUNDABLE DEPOSIT

- The deposit will be returned to you about 14 days after your stay, based on no excess wear or damages occurring during your stay.
- If deposits are to be returned via Paypal or credit card, a \$40.00 processing fee will apply to cover their charges.

Policies

- Our complex has occupancy limits that we need to follow. These are: a total of 5 persons in 2 bedroom units and 7 persons in 3 bedroom units. Additional persons may violate the rental.
- As we are family and couples oriented, we don't rent to anyone under the age of 25.
- Parties and/or events are not allowed. We and our guests prefer a quiet time.
- We are a non-smoking environment. A non-refundable cleaning fee of \$200.00 may be required to oxidize the unit if smoking is detected.
- Like most condominium complexes, we have Pool and Complex rules. Not abiding by them, could violate the rental.
- We don't allow subletting, and we do need to know who all is staying with us.
- Pets are not permitted without prior written approval and payment of an additional security deposit.

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Change/Cancellation

COVID-19 Flexible Policy

So as long as the COVID-19 situation is with us, having hard cancellation rules now don't seem right. Planning a great vacation should be FUN and stress free. So we have implemented new Flexible Payment and Cancellation Policies for bookings made by September 30, and does not apply to Holiday Dates.

Please note, these relaxed policies are meant to provide peace of mind in the changing COVID-19 world, where none have us have any control over government/various imposed travel restrictions. They will not apply to other situations.

- You can make a reservation with as little as 25% of the total rental fee to hold your dates.
- You can make payments monthly, quarterly: we can fit to your schedule. Let's talk.
- Your reservation does need to be paid in full, 30 days prior to arrival. If you need to cancel, your deposit will be refunded without penalty.
- If you are booking with less than 30 days before arrival, we can grant some flexibility as long as you are paid in full 14 days before you arrive.
- In the unfortunate event you must cancel your reservation due to last minute imposed travel restrictions, etc, you will receive a refund of 100% of total reservation charges if booked direct.
- If you must cancel for other related COVID-19 reasons, less than 30 days prior to arrival, but more than 14 days, you will receive a refund of 50% of total reservation charges.
- Your reservation is nonrefundable if your written cancellation is received less than 14 days prior to arrival.

No one can think of everything. If you have other extenuating circumstances, let us know. We are here to help!

As always, we strongly encourage our guests to purchase Cancel for Any Reason (CfAR) Trip Insurance.

Our Standard Change/Cancellation Policy

Events do happen and we understand. If we can easily make the requested, we will at no cost to you.

What this means:

- If you need to cancel, and we can re-book, we will refund for up to the full amount you paid, no matter regardless of your booking dates (even holidays).
- If you need to change dates, and we can make that change such that it does not negatively affect the condo/villa, we will do so.
- We do ask that you also be fair; otherwise we can't do the above. In other words, please don't ask for multiple changes, or push our policies.
- In order to do the above, we need to know of your needs as soon as you do. While text and voice is a great way to alert us, we do need official email written notice.

If we can't do the above, we will follow the industry standard, which is:

- Reservation refund where the cancellation notice is received 60+ days prior to the date of arrival will be 100%.
- There is no reservation refund where the cancellation notice is received ≤ 60 days prior to arrival.

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- Cancellations for Christmas and New Year's will result in the forfeiture of 100% of total charges. Please note that major holidays tend to be booked far and advance, and close to that time, re-bookings tend to NOT happen.
- We can't provide refunds for early check-outs or no shows.
- A processing fee of \$50.00 will apply. Refunds will be provided as quickly as possible given the above guidelines.

Indemnification: In signing this rental agreement, all parties agree that:

- All individuals are fully responsible for his/her well being and the well being of his/her belongings.
- The owners and management company(s) are not responsible for any accidents, illness or loss or damage to personal beings or belongings that may occur.
- The owners and management company(s) are not responsible for inconvenience related to power or other utility outages.
- The hurricane season is from June 1 to November 30 every year. In the event of a hurricane or other acts of god, the owners:
 - At their discretion provide any refunds,
 - Are not responsible for finding alternate lodging for the renter,
 - Are not responsible for renter's financial losses related to transportation or alternate lodging.
- The venue for any disputes related to this rental agreement will be settled exclusively in the state of Quintana Roo, Mexico.

We urge you purchase Travel Insurance prior to paying the final balance of your reservation and protect your vacation investment. We can help with that, as well there are many options on-line now.

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PLEASE COMPLETE AND SEND TO AkumalEscapes@sbcglobal.net or at 5531 Tamaron Court, Dallas, Texas, 75287. Also feel free to call us at 1.972.672.7468 :

Name: _____
Address: _____
City: _____ State: _____
Country: _____ Zip Code: _____
PREFERRED EMAIL: _____
CONTACT PHONE #: _____

CONDO/VILLA NAME: _____

Guest Names:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

For 3 bedroom units only:

- 6) _____
- 7) _____

Are there children in your party? YES/NO - if yes, please indicate their ages:

Date of Arrival: _____
Date of Departure: _____
Number of Nights: _____

Agreed Price Per Night: _____ x _____ of Nights	= _____	Base Price
TAX: _____ of Nights x 19%	= _____	Tax
Choose one: Damage Waiver Policy (59 USD\$)	= _____	
Refundable Security Deposit (300USD\$)	= _____	
TOTAL	= _____	

I the undersigned have read the terms and conditions and accept them:

Signature: _____ Date: _____

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POOL RULES

The pool is meant for everyone's enjoyment, both guests and owners.

- Failure to follow these rules or direction of management will result in termination of pool privileges.
- No running, loud music, roughhousing, inappropriate behavior, or excessive noise around the pool area or in the pool. No Nudity at any age.
- Children under the age of 13 must be accompanied and supervised by a parent or responsible adult at all times.
- Pool Hours are from 8AM – 10PM
Adults only from 8AM to 9AM and from 8PM to 10PM
- No life guard on duty. Pool is shallow - no jumping or diving is allowed. Swim at your own risk
- Only owners, their accompanied guests and occupants of La Sirena may use the pool.
- Only “water wings”, Life Jackets and “Noodles” can be used as flotation devices in the pool for personal use and should not interfere with others use of the pool. Items left un-attended overnight will be removed by management.
- No glass in or around the pool. No food in the pool or on the pool coping
- Children under the age of 3 must wear water proof diapers.
- Pool is treated with chemicals around 7 AM. Chemically sensitive people should be aware.
- Do not remove the pool chairs from the pool area or place furniture into the pool

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General Complex Rules

- All owners and guests should respect the feeling and rights of the other owners and guests. Many owners and guests come to Akumal for the laid back atmosphere and peace and quiet. It is expected that all owners and guests act accordingly.
- Complex quiet times are from 10PM to 8AM
 - Guests / Owners arriving or leaving during quiet times should recognize that noise in the stairwells and in the garden areas are amplified and can be heard throughout the complex
 - Also realize that many condo's will have their windows open during the night – please respect others right to quiet so as not to disturb their ability to sleep
- Children less than 13 need to be supervised by a parent or responsible adult while on the beach.
- **NO LITTER ON THE BEACH !** If you bring bottles, cups, paper to the beach; please either take it back to your condo or place in the trash cans on the beach. Do not leave cigarette butts on the beach or other locations on the grounds.
- Pets of owners or guests should be supervised at all times and cleaned up after. The beach and grounds are for all owners / guests to use and they should not have to deal with domesticated animal droppings.
- No skateboarding, rollerblading or roller skating is allowed anywhere in the complex. This includes “wheelie shoes.”
- Do not place any chairs or chaises in the ocean, on the rocks or the pathways into the water.
- Remember that the reefs are alive! Do not touch the coral or rocks while swimming or snorkeling and do not stand on the reef. Do not take live shells from the water. Do not disturb shells, crabs, iguanas, and other wildlife on the premises. No fishing is allowed in Half Moon Bay.
- These condos are second homes – please treat them as you would a friend's house. Do not remove items from the condos as “souvenirs” or because you think someone won't miss them or need them. You will be charged for broken or missing items.