

## **Terms and Conditions**

**Mexico Villa Rentals (MVR) is the parent corporation for the company listed in this website.**

**Bookings and Payments**– Reservations must be guaranteed with a valid credit card. A deposit of 50% of the total due is required within 7 days of making a reservation. The balance is due 45 days prior to departure date, 60 days prior to departure date for holiday periods.

**Documentation** – Final confirmation documents will not be released until full payment and the requested signed documentation is received. Documents delayed due to late payment or non-receipt of required documents may require overnight shipment, the cost of which will be billed to the recipient.

**Rates and Substitution** – All prices at this date, amenities and services reflect current rates in effect and are subject to change without notice. MVR reserves the right to substitute similar accommodations or services, and to make adjustments in prices if it is discovered that a specific price was shown or quoted incorrectly. Every effort will be made to provide services or accommodations of equal standard and quality.

**Expenses** – Rates quoted do not include items not listed including but not limited to air fares, tips, meals, drinks, parking fees, insurance, resort fees, telephone calls, laundry service and cleaning.

**Refunds**– All payments are non-refundable unless MVR can re-rent the same property for the same period of time. Properties that are re-rented are subject to a \$100 cancellation fee, however payments in respect of Holiday periods are non-refundable regardless of re-rental.

**Luggage** – Neither MVR, nor the selling agent shall be responsible for the damage, delay or loss of customer's luggage.

**Mexican Entry Requirements** – A valid passport or an original or certified copy of a birth certificate is required and if the latter is provided then Photo ID may also be required. It is not MVR's responsibility to provide these documents. No refunds will be made to any person refused entry as a result of their failure to provide the proper documentation. A Mexican Tourist Card is also required and this is supplied by the carrier. Persons under 18 years of age can only travel with the consent of both parents in accordance with Mexican Law. A notarized letter of consent is required when a child under 18 years of age is traveling with only

one parent, or copy of the death certificate if they are a surviving parent. Failure to provide these will result in boarding being denied. Citizens of countries other than the U.S. should contact the Mexican Consulate for their requirements.

**Responsibility** –The suppliers that provide transportation, tours, and accommodations for MVR are independent contractors and are not employees or agents of MVR. By using the services of the MVR suppliers, you agree that neither MVR nor any of its representatives shall be liable for any accident, loss, injury or damage to you or to those traveling with you in connection with any accommodations, transportation or other services resulting directly or indirectly from any occurrences or conditions beyond their control, including defect in vehicles, poor road conditions, breakdown in equipment, adverse weather conditions, inconvenience due to construction, illness, accident, strikes, theft, delays, cancellations or changes in itineraries or schedules, etc.

**Limitation of Liability** – in any circumstance MVR shall not be liable for any consequential damages and the sole extent of liability to MVR shall never exceed the amount actually paid to MVR. Making final payment for the reservation acknowledges and agrees all of the terms and conditions in the reservation.

**Waiver of Liability Disclaimer** Mexico Villa Rentals (dba Cabo Villa Rentals) owners shall not accept responsibility for losses to the guests for any claims, including but not limited to: 1) responsibility for personal body injury, death, accident, lost, stolen or damaged property, loss of mental or physical enjoyment, delay or inconvenience. 2) Any delays or changes in schedule, itineraries, incurred by any person arising out of any willful or negligent act or omission of any carrier, hotel, condo, villa, ground operator or other person who is to or does not render any services or accommodations, 3) the act or omissions of any party, 4) monetary crisis, labor problems, economic changes, mechanical maintenance or construction difficulties or noise, climatic aberrations, local laws, novel or unexpected conditions; 5) absence of travel documents, passports, visa and health certificates, where required, 6) additional expenses due to delay or changes in air or other services, missed carrier connections, substitute accommodations or of common carrier equipment, termination of service, change in fare and rates, cancellation or double booking reservations or tickets, sickness, strike, war, quarantine, pilferage, monetary crisis, political or social unrest, disease, acts of god or any events beyond our control. Accordingly, the Guests covenant and agree the Property Owner or Mexico Villa Rentals is not responsible for damages such as (but not limited to) motorcycle, scooter, and four wheeler (ATV) rentals, horse-back riding, SCUBA diving, deep-sea fishing, golfing, pool/ocean swimming and surfing, falls from pool decks, wet tile and or stairs along with any sliding glass door injuries. Therefore, each guest agrees that he/she is voluntarily

participating in any and all activities, risks, and use of the accommodations, and hereby assumes all risk of injury, illness, damage or loss to person and property that might result, including, without limitation, any loss or theft of personal property.

For the execution interpretation and enforcement of this Agreement, the parties expressly submit to the laws in effect and to the courts of San Jose Del Cabo, Baja California Sur., Mexico, hereby waiving any other jurisdiction that may now or hereafter be applicable by reason of their present or future domiciles.

**Disability** – Mexico does not conform to the United States' American Disabilities Act ,therefore, facilities for disabled persons are limited in Mexico.

