

Terms and Conditions

Saladita Surf Rentals By using this website you agree to the following

Terms and Conditions All properties represented by, Saladita Surf Rentals and Canoas Agua Azul S. de R.L. (CAA) are individually owned and furnished to the needs of the owner. Owner's personal property must be respected. Online reservations are conditional until you receive a confirmation letter from Canoas Agua Azul S. de R.L. CAA represents the owner(s) of the property(s) in a client/agency relationship. The terms Guest(s) & Tenant(s) are used interchangeably and are defined as the principal party(s) renting a vacation property & those accompanying the principal party. Please Review Terms and conditions of occupancy as these terms apply to all properties. Terms and Conditions are not subject to any modification. 1. RESERVATION DEPOSIT: Reservations require an initial 50% reservation deposit that is applied toward the entire reservation. Upon receipt of initial reservation deposit, a confirmation with balance due will be e-mailed to the principal party named on the reservation. Online reservations are conditional until you receive a confirmation letter from CAA. The preferred payment method for deposits is a personal check. Credit card payments are subject to a credit card fee. CAA uses Paypal to process credit card payments. Paypal charges 2.9% + \$.30 per transaction. CAA credit card fees reflect that amount as a charge for the convenience and protection of using a credit card.

2. PAYMENT/BALANCE DUE: The balance of your reservation is due upon arrival in dollars or pesos. Payments are to be made to the property owner. For your protection, have the owner sign your invoice from CAA with the date, amount paid by you, the guest, to the owner. All funds received are deposited in an interest bearing trust account until disbursement. Interest earned on escrow/trust account is paid to Canoas Agua Azul S. de R.L. 3. CANCELLATIONS: All cancellations must be in writing. You may cancel your reservations without charge until we transfer the money to Mexico, usually 7 days. If you should have to cancel your reservation after seven (7) days from the initial deposit, please contact our office immediately. Refunds or credits will only be in the form of vouchers for future dates in the same property. No refund will be given for cancellations made 13 or fewer days before the trip begins, or if you leave the property early. A full refund will be given if we cannot fulfill your reservations request, or we are forced to cancel your reservations for any reason.

4. PETS: MOST PROPERTY OWNERS DO NOT ALLOW OR ACCEPT PETS due to owner preference or allergy concerns. If pets are allowed, there is a non-refundable pet fee of \$25/pet. No pets are allowed without CAA pet agreement signed in advance of arrival. If pets are allowed, all pets must be kept on rental property. CAA reserves the right to bill guest for any pet related damage or cleanup of pet debris upon departure. Guests (including visitors and day guests) who bring pets to non-pet properties will be subject to pet fees, additional cleaning fees and possible removal from the property without refund.

5. METHOD OF PAYMENT: All rates quoted by CANOAS AGUA AZUL S. de R.L. are amounts payable by cash, check, money order, or credit card in U.S. funds. Canoas Agua Azul S. de R.L. accepts MasterCard and Visa credit cards on the web with Paypal. All non-U.S. Bank Drafts and checks are subject to collection and processing fees. To avoid excessive bank fees, we suggest obtaining drafts on U.S. banks.

6. CHECK-IN TIME (3PM-9PM): Check-ins take place at your rental at Saladita between 3:00-9:00PM. Sorry, early Check-Ins are NOT available. Please schedule arrivals accordingly. If a guest is to arrive after 9:00PM, call for special instructions. 7. CHECK-OUT TIME (11AM): Check-Out and vacating the property on the day of departure is 11:00 a.m. Guest will be charged one additional day rental if property is not vacated by Check-Out time.

8. DEPARTURE REQUIREMENTS: The rental property is to be left generally clean. Rental items should be left as required by CAA.

9. SUBLETTING PROHIBITED: Guest acknowledges that the rental property may not be sublet. Subleasing shall immediately void any rental agreement with no refund due to guest.

10. GUEST/OCCUPANCY: Vacation properties are limited to the maximum occupancy as stated in the tariffs provided with these terms of occupancy. Overnight guests (8:00 p.m. - 8:00 a.m.) are limited to the maximum occupancy limits and includes all adults and children. 11. HOUSE PARTIES/LARGE GATHERINGS: House parties and large gatherings exceeding maximum occupancy are prohibited and may result in guest's removal.

12. QUIET HOURS: For guest's enjoyment and the enjoyment of others, please respect quiet times between 10PM and 8AM.

13. PARKING: Parking is limited. Don't drive off the roads. Do not park where a falling coconut could damage your vehicle. 14. ACCOMMODATIONS: Accommodations range from luxury homes to very basic bungalows. All properties are privately owned, individually furnished and equipped for housekeeping with basic items such as pillows, blankets, cookware, flatware and dishes. Other small appliances, beach chairs, grills, TV, radio, fans, etc., may or may not be provided. Canoas Agua Azul S. de R.L. is unable to provide additional furnishings or appliances.

15. **WATER POTABILITY:** Rental properties have varying tap water quality. Tap water should be used only for domestic purposes. CAA advises guests to use the provided bottled water for consumption during occupancy.

16. **TELEPHONE SERVICES/INTERNET:** There are no telephone lines. Telcel, Usatel, Verizon and Cingular phones have limited service at Saladita. Check with your provider regarding roaming charges in Mexico. There are several satellite based wireless networks. Access to these networks is at the discretion of the network owner.

18. **MECHANICAL & APPLIANCE FAILURE:** CAA will use its best efforts to have mechanical (water, septic, electrical and plumbing) and appliance failures corrected as soon as possible, but cannot control the scheduling of outside service contractors. NO REFUNDS will be made for appliance(s) or mechanical failures or breakdowns. CAA shall have the right to arrange, inspect and make repairs during rental period. Tenant will be charged for unnecessary maintenance and service calls or repairs caused by abuse beyond normal wear and tear. NO refunds will be made for the malfunction of appliances or other equipment.

19. **CONSTRUCTION:** As Saladita continues to grow, we cannot predict when or where new construction will begin. CAA has no control in these situations, and cannot move or offer refunds on confirmed reservations if construction occurs near the property being occupied for rental purposes.

20. **PROPERTY RESERVED:** Each rental property is privately owned and reflects the owner's personal taste. Each property is represented by CAA as realistically as possible with regard to space, physical size and comparison.

21. **UNFORESEEN CIRCUMSTANCES:** If the rental property becomes unavailable or uninhabitable, CAA reserves the right to move a guest to a comparable location accommodating the same number of persons and within the same price range. CAA cannot guarantee availability or comparability of other properties. Owner and CAA are not liable for any acts of nature or major mechanical failure that would prohibit or limit the use of a property.

22. **ERRORS & OMISSIONS:** CAA has taken great effort to ensure the information in our brochure, website and all of our printed material are accurate. We cannot be held responsible for errors, omissions, or change in prices. All rental properties are privately owned and their furnishings vary depending upon the owners' taste. Canoas Agua Azul S. de R.L. cannot guarantee the presence of particular listed furnishings because they may change from time to time depending on the owner's taste.

23. **LIMITATION OF LIABILITY:** Guest(s) hereby agree(s) to hold and save harmless Canoas Agua Azul S. de R.L., their employees, and the property owner from damages or injuries to personal property by reason of any cause whatsoever, either in or about the occupied property or elsewhere.

Canoas Agua Azul makes all reasonable efforts to provide advice and safety information. This information can be found in the paperwork mailed to you after final payment has been made and is posted throughout the house. It is the responsibility of the Guest to ensure that they have read and understood the contents and advice given. Canoas Agua Azul is willing to provide any and further information pertaining to the Property providing the Guest has first read the final paperwork sent them. In addition, Canoas Agua Azul states the following: Canoas Agua Azul does not accept liability for equipment failure and or services in the Property. In the event of failure of equipment, the Guest must notify the management company within 1 working day such that they can elect to remedy the failure. Canoas Agua Azul does not accept liability for lost or stolen personal property of the Guest from the Property during the Rental Period. Canoas Agua Azul provides information and advice in paperwork mailed out in an advisory capacity only, with no guarantee or promise of security, even where the Guest makes use of advice given. In the event that the property of the Guest is stolen or lost, the Guest should advise Canoas Agua Azul/or the management company and they will in turn notify the appropriate authority. Canoas Agua Azul accepts no liability for personal loss or injury to the Guest during the Rental Period. The Guest must ensure that they have adequate insurance cover. Canoas Agua Azul provides information and advice in the final paperwork to the Guest in an advisory capacity only, with no guarantee or promise implied. Canoas Agua Azul does not accept any liability for the acts or omissions of any agent. These include but not limited to airlines, car hire companies, travel agents, ticket agents, homeowners, or utility providers. Canoas Agua Azul does not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the Guest. In the event of such force majeure Canoas Agua Azul will try to assist the Guest whenever possible to do so.

24. **AGENCY DISCLOSURE:** Canoas Agua Azul S. de R.L. represents the property owner(s). CAA will make every effort to assist guest(s). CAA is a vacation home rental company and the management of the property is the sole responsibility of the Owner(s).

25. **GUEST RESPONSIBILITY:** The guest whose name appears on the confirmation is responsible for all terms and conditions set forth in this document for them, their guests or others they may have visiting or staying at the vacation rental property during their term of occupancy.

26. VIOLATION OF TERMS OR CONDITIONS OF OCCUPANCY: When Guest(s) violate(s) any of the terms of occupancy, property rules, community rules or regulations, the guest(s) may be asked to vacate the property by CAA and NO refund will be due to guest(s).

GUEST AGREES TO ABIDE BY THESE TERMS OF OCCUPANCY UPON TENDER OF ANY PAYMENT. CAA, INC. AGREES TO MAKE PROPERTY AVAILABLE SUBJECT TO THIS DOCUMENT AND RENTAL CONFIRMATION SUPPLIED TO GUEST. I Agree