

Term and Conditions

Payment: A deposit of 50% of total rental will confirm your reservation to be made on our secure site by a Major Credit Card. The remaining 50% is due 60 days prior to arrival, you will receive an e mail with a Secure Link to our Merchant Bank in Denver and you can simply go to the Link and make your final payment on-line using a Major Credit Card. If the date of the reservation is made within 60 days of arrival, the whole amount is due with the reservation.

After you make the reservation, you will receive a confirmation, at the bottom of this is a link to "ARRIVAL INFORMATION" please click on this and review or print out for your records. Please make sure if you are arriving at Cozumel International Airport and if you would like someone to greet you and assist you with either your ground transportation or car rental pickup, that we have your Airline arrival information. If you would like to make other payment arrangements, please Email Albert@ecozu.com for questions or instructions.

SECURITY DEPOSITS: A \$500 Security Deposit will be collected at time of check in by Credit card or Cash Guarantee. The total of the deposit shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT immediately after the premises have been completely vacated less any amount necessary to pay OWNER; a) remote control replacement costs b) cost for repair of damages to premises, furnishings, electronic equipment, appliances and/or common areas above ordinary wear and tear, and c) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT immediately upon check out. If deposits do not cover such costs and damages, the Tenant shall immediately pay said additional costs for damages.

POOL & OTHER ON-SITE SERVICES: Pool Hours are 9 am to 10 pm. The rules posted in the pool and spa areas must be obeyed at all times. There is no Life Guard on Duty. Children under the age of 12 allowed in the pool only under direct supervision of their parent or guardian. We also respectfully ask if you must smoke outdoors at EL Cantil around the pool or beach areas, to be considerate and smoke downwind of the other visitors. We will all appreciate this courtesy.

There are Plastic Glasses in all units to bring your beverages in the pool and beach area. Both the stores across the street sell all beverages in Cans.

No glass or bottles allowed in or around the pool or beach areas. This will be strictly enforced for safety and local laws .We appreciate your co-operation.

Food and Beverage Service is available from the rooftop restaurant , Prima, from noon until 6 pm. There is a Yellow Call Box and Menu located between the two buildings , to call and place your order. Prima is open daily from 7 am until closing , usually 11 pm. Room Service is available Daily from noon . Please check with the Concierge for Special Events, Picnic Lunches or any other catering needs

GARAGE: There is one parking space per Unit in the Underground Garage. There is also parking in the areas in front of the Hotel on the street, please respect the RED curb, as you will be towed in these areas. If using the underground garage, as The Concierge , for a key to enter and use any space that is free. We do have a few full time residents who have marked a space and we ask that you respect their space and not park there.

NON SMOKING: EL CANTIL IS A SMOKEFREE DESIGNATED RESORT DESTINATION. It is agreed that all the building and interior areas of the building are designated non smoking. Smoking is not permitted in any of the interior areas of the building, the terraces(without permission of the owner, some do allow this). As well, see above about being a courteous smoker around other visitors in the pool and beach areas. Smoking is not permitted in Hallways, Stairways, or Elevators. A minimum fee of \$500.00 will be charged for units upon departure having evidence of smoking inside the unit or on the terraces. We appreciate your co operation.

CANCELLATION POLICY

If for any reason you need to cancel your reservation 120 days or more prior to arrival, we will refund your complete deposit less a \$300 cancellation fee.

If you need to cancel less than 120 days prior to arrival, you will still be able to receive a full refund of your deposit providing the unit is re-rented for the same period at the same rate, less a \$300 re-booking fee. We promise to make our best effort to do this. No – shows without prior arrangements will forfeit the full rental amount.

Rebooking or changing dates of reservations may be done depending on availability in lieu of cancellation on an individual basis, please call the numbers below to discuss any of this.

Please call us at 011-52-987-869-1517 or US number 1-713-234-6572 to assist with cancellations.

TRAVEL INSURANCE : We strongly recommend that you consider purchasing travel insurance for any reservation to a foreign country . It can protect you against many unforeseen circumstances. You can purchase this through many companies on the web.

We recommend a Carrier who gives good rates for EL Cantil and who we recommend is: CSA Travel Insurance <https://www.vacationrentalinsurance.com>

HURRICANE GUARANTEE

The risk of your particular vacation at your particular time of year actually being disrupted by a Hurricane is statistically very low. But just in case you are still concerned, El Cantil Condominiums, as part of our commitment to total guest satisfaction, offers you our Hurricane Guarantee to put your mind at ease.

1. If you are holding a confirmed reservation and are unable to travel to Cozumel because of the closing of the Cozumel Airport or the Island due to implementation of our National Hurricane Plan we will allow you to reschedule and we will credit 100% of your payments towards a future reservation in any property at El Cantil Condominiums. This credit has no time limitations or penalties associated with it *
2. If you are currently on Cozumel and a hurricane is predicted to impact the island we may require that you depart the island early. If this occurs we will credit 100% of the dollar value of the lost vacation days towards a future reservation in any property offered by El Cantil Condominiums. This credit has no time limitations or penalties associated with it *
3. If prior to your Check-in Date the property you have reserved is rendered not-habitable, or public utilities on Cozumel Island are not operational, we will credit 100% of your payments towards any other property at El Cantil Condominiums that is available. Alternatively we will credit 100% of your payments towards a future reservation in any property offered by El Cantil Condominiums. This credit has no time limitations or penalties associated with it *

***A hurricane is defined/validated by the National Hurricane Center, typically a tropical cyclone in which the maximum sustained surface wind is 74 mph (64 knots) or greater. A property is not considered not-habitable because the beach or surrounding area has been made less than desirable by a storm.**

RENTALS TO GROUPS: Any guest under 25 years of age must be accompanied by parent or legal guardian. We will not rent to high school or collage age groups, unless they are accompanied by a legal guardian or parent. El Cantil Condominiums, Inc. reserves the right to immediately terminate or reject rental, without a refund, if in our opinion the tenants have violated this policy or determines, in Agents sole discretion, that tenants are detrimental to the property.

Children: Children and minors are the total responsibility of the parents/adults with them -- both behavior and safety. Children must be watched -- especially poolside.

Liability: Owner shall not be liable for damages by reason of injury to the person or any property belonging to any person which injuries or said damages may in any way be connected to or with the premises, and the tenants hereby agree (1) to indemnify and hold harmless the owner from any liability, loss or obligation resulting from any such injuries or damages, and (2) to resolve any disputes under Mexican law.

IVA Tax and Service Charge: Quoted rates do not include the government required 14% occupancy tax; no service charge has been added or will be requested.

LIMITATIONS/MAXIMUM OCCUPANCY: **Please note the maximum occupancy of the UNIT IS ____ Persons** . Exceeding the Maximum occupancy at any time, with either overnight or day guests, is not permitted without the prior written approval due to the individual property owner contracts with us, health regulations, and building codes and other.

Additional persons occupying the unit will be subject to the daily rate, calculated on a per-person basis, for that unit. This not to exceed the maximum number of persons permitted for that unit as included in the rental agreement above. Additional rate to be **\$475.00 per week**.

CONSTRUCTION: Construction of new attractions and accommodations often occurs in resort areas. We can not make rate adjustments or refunds for inconvenience due to construction, road repairs, etc.

SUBSTITUTION: Should a condo be sold or be out of order for any reason prior to your arrival, El Cantil Condominiums Inc reserves the right to change the reservation to a comparable or better accommodation without liability. If comparable or better accommodations are not available, or guest chooses to decline the substitution, guest will be given a full refund. Web Site photos of some units may not be accurate as new furnishings or ownership changes, but all remain in the same style and 5 star qualities as is standard for El Cantil.

TIPPING: No service charge has been added or will be requested. Tips made to maids and other personnel are solely a matter of discretion. If you wish to tip, \$2.00 per person per day is recommended. If the Maids perform extra duties as you request in your unit, it would be appropriate to increase this sum.

THINGS BEYOND OUR CONTROL: The Whole staff here at El Cantil works very hard to make sure your stay with us is perfect in every way. However, there are things that are beyond our control, and there will be no refunds or discounts offered nor expected. Since we are the only Condominium in Cozumel to have an on site office, most of these things will be corrected in the least amount of time. Examples of these types of things, breakdown of AC, TV, VCR, Electronics, Appliances, Jacuzzis, construction nearby, beach access unusable due to acts of nature, home not decorated to your taste, bad weather, disturbances by neighbors, etc.