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# QUERENCIA RENTAL PROGRAM

TERMS & CONDITIONS 2024

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## **RENTER**

The Principal Renter is a minimum of 25 (twenty five) years of age. There are no age restrictions with other traveling guests. Kids of any age are welcome to all the properties, in the understanding that the persons responsible for minors are their parents or those of legal age who are with them.

The Renter will assume all responsibility for the Property during their stay and adhere to the rules and conditions set forth in this Term & Conditions. The Renter will be held liable for all actions of the registered guests, invited guests, occupants and any other individuals that are not part of the Company, who enter the Property during the dates of rental. The Renter will assume responsibility for any damages and/or violations of residence or community rules and any fines and/or assessments as a result.

The Renter agrees that only the number of people stated on the reservation shall occupy the Property for the duration of the rental. All properties have a maximum occupancy which cannot be exceeded at any time, additional guests are NOT permitted, violation of this can result in immediate cancellation of rental NO exceptions or refunds are given for changes in the number of the Renters after your arrival.

## **RENTER CONDUCT**

Excessive noise, loud music, illegal activity, rude conduct, damage to the community and/or evidence of violation of agreement policies, will result in fines and potential eviction from the Property. The Renter agrees to settle and pay these fines in full at the time they are issued.

## **ARRIVAL**

### **Check-in | 3:00 pm**

Early arrivals may be arranged when possible. If early check-in is not possible, we will arrange to store luggage for you. Schedule your arrival time with your Rental Coordinator and upon check-in they will provide a tour of the Property. Any existing damage will be documented during this inspection. For any other damage reports during your stay, please see Security Deposit Section.

## **DEPARTURE**

### **Check-out | 12:00 pm**

The Renter hereby represents and warrants that upon departure, the Property shall be returned in the same condition as the time of arrival.

Please confirm your departure time with your Rental Coordinator. If the Renter would like a late check-out, he/she must confirm in writing, and will be subject to availability. If the property has not been vacated by 12:00 pm and late check-out has not been approved a \$100 USD fee will be charged to the Renter. If the Property has not been vacated by 3:00 pm and a late check-out has not been approved, the Renter will be charged the equivalent of an additional night stay.

## **PAYMENTS**

100% (hundred percent) of the total reservation amount must be paid via credit card, or debit card in accordance to our reservation policies to confirm a booking.

## **BEACH CLUB**

To access all Beach Club facilities, registered Renters are required to pay a service charge. All consumptions service fees for the Beach Club restaurants, activities and amenities must be directly at the point of sale with a credit or debit card. The Renter ONLY has access to the Beach Club, all other amenity areas of Querencia are reserved for Querencia Members and their guests.

The Renter acknowledges that the Beach Club may have Member events during their stay which may cause excessive noise and related inconveniences. The Renter also acknowledges that all events are private and not accessible unless they're accompanying a Querencia Member.

## **ADDITIONAL SERVICES & PURCHASES**

All additional services (such as massages, chef services, babysitters, etc.) and purchases made on behalf of the Renter through external authorized providers of Querencia must be paid directly to the service provider.

## **PARTIES AND FINES**

The Ocean Residences are not intended for parties or events. Unauthorized events can result in eviction and/or other assessments or fines at the discretion of the Homeowner, Company, and/or Home owners association. The unit is not allowed to host parties or events for more people than those included in the rental registration.

## **SECURITY DEPOSIT**

**A security deposit of \$1,500 USD** (one thousand five hundred 00/100 of the United States of America) is required on all reservations. At check-in this deposit will be held on your credit card, and will be released 48 hours after check-out, if there are no damages or outstanding service charges applicable. A walk-through inspection will be performed at check-in and check-out with a Querencia representative. At check-in, any damage or missing items will be noted and acknowledged by the Renter's signature.

The Renter acknowledges and agrees that he/she is responsible for damages, loss of inventory, required cleaning, HOA fines, event fines, labor and delivery charges, and/or service charges during occupancy dates. If the maximum capacity and/or registered guests are violated, the reservation is canceled and the Renter will need to vacate the Property immediately.

## **CANCELLATIONS**

### **Standard Cancellation Policy**

- A cancellation made 30 days or more prior to the reservation will incur a fee of a 1-night stay plus taxes.
- A cancellation made within 30 days of the reservation will incur a fee of a 2-night stay plus taxes.

### **Holiday Cancellation Policy**

- A cancellation made 60 days or more prior to the reservation will incur a fee of a 2-night stay plus taxes.
- A cancellation made within 60 days of the reservation is nonrefundable.

### **Holiday Reservation Dates:**

- Thanksgiving week
- Christmas week
- New year's week
- President's Day
- Spring Break/Easter week

Querencia does not issue refunds due to acts of nature such as: weather, road conditions, power outages, security, travel warnings, pandemics, epidemics, hurricanes, or political unrest during your rental dates and once the Property is occupied by the Renter. In the event the Property is rendered unfit for occupancy or is sold, a full/pro-rated refund will be issued to the Renter for the time the Property was not used or a new reservation of equal days at the same property for future dates will be made. Full disclosure will be made if the property is listed for sale or goes on the market.

## **OUTSIDE VENDORS/SERVICES**

Querencia offers concierge assistance to the Renter during their stay. Only service providers, outside agencies, and vendors that are pre-approved in writing by Querencia are permitted to be on the premises at any time during the rental period. All renters hereby acknowledge and accept that at no time he/she will commit and contract any services from a third party or outside agency without first obtaining the written consent of Querencia. If an outside service provider enters the premises for any reason, the security deposit may be forfeited. This is for the safety and security of the Renters, Homeowners, Property and staff. Hired sexual companions and illegal substances are strictly prohibited on the Property.

## **GUEST REGISTRATION**

The Renters must register all guests in advance and they must inform their Rental Coordinator of the guest's first and last name, date and time of their visit. The Renters registered guests must use valet parking, are not allowed to access to the Beach Club and are strictly prohibited from staying overnight.

## **SMOKING**

Smoking is not permitted inside the Property or on the Beach Club premises. Any detection of smoking within any part of the Property will result in a fine and potential eviction. Any damages related to smoking will be deducted from the Renter's security deposit.

## **PETS**

The Renter is not allowed to have any pets on the premises and Property. A \$1,000 USD fine is charged to the Renter in the event of a violation of this rule and will be cause for eviction.

## **PRIVATE PROPERTY**

The Renter agrees that any locked off areas are exclusively the private property of the Owner and are not part of this Terms & Conditions and the rental agreement. The Renter will not make any alterations, repairs, or modifications to any part of the Property at any time. The Renter is allotted one space in the covered parking garage and any recreational vehicles are not permitted unless previously authorized.

## **TERRACE**

The Renters access the terrace at their own risk. Any towels, clothes, swimsuits and other items are strictly prohibited from being hung off the terrace. Outdoor speakers are not allowed and any gathering on the terrace after 11:00 pm is strictly prohibited.

## **COMMUNITY RULES**

The Renter acknowledges that he/she is subject to rules established within the Property or Querencia Beach Club and will be held responsible for any violations caused resulted of actions of the Renter or other members of the Renter's party. The Renter will act in a socially respectable manner within the community and at the Beach Club. The use of drones is prohibited and could result in eviction. The Beach Club may deny access to the Renter's who do not comply with appropriate behavior.

## **MAINTENANCE ISSUES**

Any maintenance related issues need to be reported immediately. Emergency contact numbers for the Rental Coordinator and Property Manager are provided at check-in, please report to those numbers immediately upon detection of any maintenance issue. Querencia will make all reasonable efforts to take care of issues in a timely manner to avoid any inconveniences during your stay. Do not pour grease or put any other foreign objects (including feminine products) in drains or in the toilet. If a service call is required due to the Renters improper actions, applicable fees will be deducted from the security deposit.

## **EMERGENCIES**

In the event of an emergency, dial **Querencia Security Phone Number: +52-624-145-6693.**

## **RIGHT OF ENTRY**

Querencia may enter the Property with the Renter's consent for any maintenance our housekeeping related issues. In case of an emergency Querencia reserves the right to enter the Property even without the Renter's consent.

## **SECURITY & SAFETY RISKS**

The Renter assumes responsibility for the Property and its contents, as well as the Renter's and registered guests personal property. Querencia does not assume any responsibility for injuries or loss resulting from failure to use due caution. We recommend that you always lock doors when you leave the Property. Children should always be supervised, especially around water features, pools, and hot tubs. Extreme caution must be used with all gas appliances and fire features and must be turned off when not in use. If you do not know how to use appliances or they are not working properly, please contact your Rental Coordinator or Concierge.

The Renter is responsible for supervising all activities on the Property including, but not limited to, activity in or around the pool. We do not provide life saving devices, or a lifeguard on duty. The Renter may encounter risks while staying at the Property, including but not limited to slippery floors, pathways, and stairs (especially when wet), precipitous drop-offs, unfenced swimming pools/water features, and other unlisted dangers. Therefore, the Renter agrees that he/she is voluntarily participating in the use of the Property, and hereby assumes all risk of injury, illness, loss of life and damage or loss of property that could result.

## **RENTER PERSONAL PROPERTY**

By signing this Agreement, the Renter agrees and accepts that Querencia will not be liable for any damage, loss, or theft to the Renter's personal property. In the event the Renter leaves items on the Property after vacating, or that abandonment or surrender occurs, Querencia shall not be held liable or responsible for the return of the Renter's personal property. If Querencia finds items left behind by the Renter or a member of the Renter's party, we will send items back to the Renter, at both the Renter's request and expense.

## **CONSTRUCTION AND UTILITIES DISRUPTION**

The Renter acknowledges and accepts the following factors that may impact the peaceful use of Property rented under this agreement:

- There may be construction in the area, which may affect noise or temporary disruption of utility services. (Services and construction hours may vary.)
- Utility services may be interrupted in the event of inclement weather or other events not within Querencia's control.

## **INDEMNIFICATION & HOLD HARMLESS**

All Renters use the Property structures and premises at their own risk. The Company and Owners shall not be held liable or responsible in any way for injury, death, or loss of property to any Renters and/or their guests or occupants caused by the failure of structures, furnishings, equipment malfunction (including all appliances and water features), whether by misuse, acts of nature, and/or guest conduct. The Renter agrees to indemnify and hold harmless the Owner, Querencia and/or any affiliate provider, Agent, the Development, and its' employees for any and all liability arising from any use of the Property. Any discontent of the Property area, furnishings, privacy, interiors should be reported immediately for further assessment. Any medical issues that arise during the occupancy period are at the sole risk of the Renter.

In the event that any action is brought against any party to dispute the terms of this Term & Conditions or legal action is instituted, The Renter shall personally pay for all legal costs and expenses incurred by the Owner and/or Querencia including but not limited to any remedies or judgments which may as a result be awarded, and reasonable attorney's fees and costs.

## **CREDIT CARD AUTHORIZATION & ACKNOWLEDGMENT**

The Renter warrants that the electronic signature below is the same as the authorized cardholder. The Renter's electronic signature is on file as a full and irrevocable authorization for Querencia to charge the credit card for vacation related expenses incurred by his/her party during the reservation dates. In the event of damages to the Property that are not covered by the Security Deposit, the credit card provided at check-in will be charged, and a copy of the charges will be sent to the Renter. The Renter understands that he/she is executing this agreement on behalf of all members of his/her party. The Renter's electronic signature below executes this charge authorization and is evidence of his/her acceptance of this agreement in full.

## **MISCELLANEOUS**

- For the interpretation, performance and enforcement of this Terms & Conditions, the Renter hereby irrevocably submits to the jurisdiction of the competent courts of San José del Cabo, Municipality of Los Cabos, Mexico, and expressly waives any other jurisdiction they may be entitled to by reason of their present or future domicile or any other reason.
- In the event any portion of this this Terms & Conditions shall be deemed void or unenforceable, the remaining provisions of this agreement shall continue in full force and effect.
- Any signature delivered by digital signing device shall be treated in all manner and respect as an original document.
- Booking will be complete and confirmed after payment, a signed rental agreement and a completed identification and credit card authorization. This process is verified through a third party - all data is safely encrypted and stored until the end of the reservation.
- The Renter is signing this agreement in good faith.
- The Terms & Conditions and the rental agreement embodies the entire agreement and the understanding between and among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, or prior understandings relating to such subject matter. No modification, amendment or waiver requested shall be valid unless made in writing and signed by each and all parties hereto.
- The Renter understands that if a request for a particular item is not agreed in writing, prior to arrival, then the Renter will have no legal right to request that item/service (chef, flowers, food items, cars, babysitters, or any item that are not specifically included in this Agreement) and will have no legal right to reimbursement for such item or service.



- If the Renter decides to vacate the Property prior to the end of the rental period for any reason, then the Renter will not receive a refund or compensation for any time not used.
- Any reference to "Querencia," "we," "us," "our," or "Company" refers to Querencia Property Management.
- The Renter is signing the Terms & Conditions in good faith and comprehension of the English language. If a native language other than English is required, an agreement will be provided upon request.

As the Principal Renter of an Ocean Residence condominium, I am aware and confirm that I have read the terms and conditions presented here.

Printed Full Name : \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



[QCabo.com](http://QCabo.com)

[Info@QCabo.com](mailto:Info@QCabo.com)

1.833.507.2226 US | (52) 624.145.6615 MX

[f](#) [X](#) [@QCabo](#)