

# SouthNest Inc. Terms and Conditions

**RENTAL AGREEMENT:** The minimum rental period is one month. February is the peak travel month and due to limited availability, SouthNest Inc. will give preference to customers renting February along with either January or March, 2012. Rentals are for full months from the first until the last day of the month. All rentals begin at 2:00 p.m. on the first day of the rental period and finish at 2:00 p.m. at the end of the rental period unless otherwise agreed in writing by SouthNest Inc.

**SouthNest Inc.** welcomes family and friends to visit during your long stay vacation. Apart from initial person(s) sharing condo rental, there are no additional charges for occasional guests visiting less than 15 days. A maximum of only 2 persons per bedroom is allowed to occupy a unit at any time. Failure to observe this will result in cancellation of rental contract with SouthNest Inc. and vacating premises at renters' expense. No extra furnishings or accessories will be provided in excess of initial accommodation numbers for condos or villas. SouthNest Inc. reserves the right to provide an equivalent villa or condo, should chosen villa or condo become unavailable due to circumstances beyond our control.

**SECURITY DEPOSIT AND RELEASE:** Security deposit and balance of rental payment must be made 60 days before arrival. The security deposit is a separate cheque made out to SouthNest for the amount of \$300 USD which will be returned to customers following departure from their rental once it is confirmed no significant damages have occurred. All clients are responsible for declaring any damage to rental property or lost items. Should any omission occur, clients will be notified and billed accordingly. Deposits for Villas with a landline, will be refunded once all phone bills have been collected; this may take up to 8 weeks after end of stay.

**PAYMENT PROCESS:** Submit online reservation form. Upon receipt of the online reservation form, SouthNest will confirm the availability for the period and request, by email, a PayPal down payment of \$250 person for the rental period. Rental confirmation will be forwarded on receipt of deposit. Balance of rental payment is due 60 days prior to arrival. A \$300 USD security deposit cheque is required upon arrival. Deposit will be returned at the end of your stay as long as there are no damages or outstanding phone costs when there is a landline in a Villa

**REFUNDS AND CANCELLATIONS:** The down payment is non-refundable. The full amount is non-refundable anytime after 60 days prior to the beginning of the rental period. Only an email cancellation confirmation by SouthNest will be acknowledged as a reservation cancellation. SouthNest will forward a cancellation letter to enable travel insurance reimbursement.

**PICK-UP:** SouthNest provides a single airport pick-up and return to and from accommodation only for initial rental clients and persons sharing accommodations. This does not apply to visiting guests. An additional \$500.00 Mexican Peso per extra trip to the airport will be charged if: Clients arrive or depart on different flights; groups of clients are larger than a party of 4 individuals; clients experience a late arrival and a new pick-up time needs to be arranged. Clients will not be picked up from the bus station. Clients driving to Mexico or arriving by bus or ferry, who don't require a pick-up, can deduct \$100 USD from total rental fees. Tipping is encouraged as the drivers are independent from SouthNest Inc.

**LIVING STANDARDS ALONG THE GULF BEACH AREA:** The condominiums and villas are the summer beach properties of the citizens of Merida. The apartments are simply furnished, equipped similarly to our summer cottages. Each accommodation is individually owned, therefore furnishings and decorations vary from one to another. The salt air oxidizes taps and deteriorates the metal and chrome surfaces on stoves and fridges; this has no impact on their function. As anywhere, interruptions of water and electricity supplies or natural gas may occur. The level of security and standards of accommodation are not the same as in our Canadian homes.

**It is highly recommended that insurance is purchased** to cover your rental amount and your airline and/or carrier costs to protect you from trip interruption or cancellation, lost baggage, etc. In addition, it is strongly suggested that prior to your departure insurance is acquired to cover accident and medical assistance over and above what your provincial plan may cover for travel outside of Canada.

**PASSPORT AND TOURIST CARD:** Upon entry into Mexico, it is the customer's sole responsibility to ensure that they have the proper documentation to enter the country. The tourist card must indicate sufficient number of days to cover rental period or intended period of stay. SouthNest Inc. cannot be held responsible should anyone be refused entry into Mexico for any reason. In the event of such refusal, all expenses incurred by SouthNest Inc. to cancel, as well as all routine cancellation fees and charges will be borne by the individual. All travel documents, as well as compliance with all custom regulations of the Republic of Mexico, are the sole responsibility of the renter, not SouthNest Inc.

**SouthNest Inc.**, its affiliates, employees or agents shall NOT be liable for any delay, inconvenience, loss of enjoyment, upset, disappointment, distress, frustration, injury, whether physical or mental resulting from an act or omission of SouthNest Inc., its affiliates, employees, or agent resulting from this fact or from the use of these rental properties in general.

**FORCE MAJEURE:** SouthNest Inc., its affiliates, employees, or agents shall NOT be liable or be held liable for the acts or omission of any hotel, any carrier, any restaurant, any company, or any airline, for any delay, inconvenience, loss of enjoyment, upset, disappointment, distress, frustration, injury, whether physical or mental resulting from an act, or acts, including but not limited to: Acts of God, sickness, theft, labour dispute, mechanical breakdown, government actions, weather, war, rebellion, civil commotion, delays in repairs to rental facilities; refusal, suspension or cancellation of any license, permit or authorization by government authorities or their delegates, or any other cause beyond SouthNest Inc.'s direct control.

**ACKNOWLEDGEMENT OF AGREEMENT:** The reservation down payment on any rental property administered by SouthNest Inc. shall constitute consent to all provisions in the SouthNest Inc. TERMS AND CONDITIONS published herein.