

Villa Amistad Guest Stay Agreement

This Agreement includes Addenda A–D, which form part of this document.

AIRBNB GUESTS: *Sections 2, 3A, 9, and 13 do not pertain to guests who booked through Airbnb. All other sections include details and explanations found in our Airbnb House Rules and Listing Descriptions.*

Welcome

Thank you for choosing Villa Amistad for your stay in Puerto Vallarta! This Guest Stay Agreement (“Agreement”) outlines the guidelines for your stay. By confirming your reservation, you (“Primary Guest”) agree to these terms and to ensure all guests and visitors follow them respectfully.

1. Parties, Property & Contact

Host: *Prime Property Rentals Puerto Vallarta SA de CV* (“Host”), represented by Mark Roberts, Owner of Villa Amistad and Authorized Agent of the Host.

Property: *Villa Amistad*, Puerto Vallarta, Jalisco, Mexico.

Rental Unit: The apartment(s) or entire villa listed on your booking confirmation.

Primary Guest: The person named on the booking who is financially responsible for the stay.

Definitions for this Agreement:

- "Host" means Prime Property Rentals Puerto Vallarta SA de CV, the booking counterpart and responsible legal entity.
- "Hosts" means Mark Roberts and John Molina, and any on-site representatives acting in a hospitality role.
- "Staff" means housekeeping and maintenance personnel engaged by the Host.
- “Visitor” means any person invited onto the property by a registered guest who is not a registered guest staying at the Villa.

Contact:

info@villaamistadpv.com

Mexico: +52 33 19 34 1890 | U.S./Canada: +1 604 337 7318

Emergency: 911 (Mexico)

2. Booking & Payments

A reservation is confirmed when the Host receives the booking confirmation and a signed Agreement.

Direct Website, Manual Quotes & VRBO/[Booking.com](https://www.booking.com) Bookings for Villa Amistad-Entire, Penthouse & Las Brisas

- Bookings 60+ days before arrival: No deposit required until 59 days prior to arrival.
- Bookings within 59 days: Full payment due at booking.

Direct Website, Manual Quotes & VRBO/[Booking.com](https://www.booking.com) Bookings for Ivan's Bella Vista, Curiel's Retreat, Miguel's Mirador & Jonathan's Lugar

- Bookings 30+ days before arrival: No deposit required until 29 days prior to arrival.
- Bookings within 29 days: Full payment due at booking.

Booking platform fees: For VRBO, a Guest Service Fee is collected at booking. For [Booking.com](https://www.booking.com), any fees and terms shown at booking apply.

Accepted Payments: Visa, MasterCard, Debit, or American Express (manual processing available).

If payment fails, Guest must provide an alternative within 24 hours to avoid cancellation.

Taxes & Fees: All rates subject to IVA (16%) and Jalisco Lodging Tax — 4% for 2025 stays, 5% for 2026+, plus the Damage Waiver Fee (Section 3).

3. Security Deposit & Damage Waiver

3.A. Security Deposit – Credit Card Authorization Hold

A security deposit is required for all reservations except those made through Airbnb. For all other bookings, a credit card authorization hold will be placed prior to arrival. This is not a charge, and no money is withdrawn unless damages or unpaid charges occur.

Hold Amounts by Listing:

Listing Type Security Deposit Hold

1-Bedroom Units (Jonathan's, Miguel's) \$200 USD

2-Bedroom Units (Curiel's, Ivan's) \$300 USD

3-Bedroom Units (Las Brisas, Penthouse) \$400 USD

Entire Villa (6 Bedrooms – Full Property) \$1,000 USD

How it works:

- The hold is placed 24–48 hours before check-in on the credit card on file.
- It remains valid for 5–7 days. If it expires during the stay, it may be re-authorized to ensure coverage until checkout.
- After departure, the hold is released within 1–7 days, once the property is inspected and no damages, missing items, or unpaid charges are found.
- No interest is charged.
- If damages or unpaid balances exceed the deposit amount, the guest authorizes the remaining cost to be charged to the card on file.

This security hold ensures that reasonable funds are available to cover damages, excessive cleaning, missing items, noise fines, unpaid services, or violations of the rental agreement.

The Damage Waiver Fee described below still applies and offers coverage for accidental damage only.

3.B. Damage Waiver Fee

A Damage Waiver Fee is applied to all reservations at the time of booking. The Damage Waiver provides peace of mind by covering accidental damage, allowing guests to enjoy a worry-free stay. We kindly ask that guests report any accidental damage or breakage during their stay so that we can promptly replace or repair items, ensuring everything is ready for you and for our future guests. This fee provides limited protection for accidental damage that occurs during the stay. It is a per-stay fee (not per night or per guest) and may appear differently on various booking platforms, such as “Management Fee,” “Resort Fee,” or “Administrative Fee,” depending on where the reservation is made (Direct, Airbnb, VRBO, [Booking.com](https://www.booking.com), etc.). In some cases, the fee may be included in the rate total.

Damage Waiver Amounts and Coverage:

Property Type Fee Coverage

1-Bedroom Units \$10 USD Up to \$300 in accidental damage

2-Bedroom Units \$20 USD Up to \$400 in accidental damage

3-Bedroom Units / Full Villa \$35 USD Up to \$500 in accidental damage

What It Covers:

- Unintentional and accidental damage to the property or its contents during your stay.

What It Does Not Cover:

- Negligence, misuse, or intentional damage
- Theft or missing items
- Smoking inside the property
- Excessive cleaning or unsanitary conditions
- Damage caused by violating house rules
- Exceeding maximum occupancy
- Unauthorized events or parties
- Hair dye stains on sheets or towels — guests must ensure any hair dye is fully set and will not transfer to linens or fabrics, including excessive sunscreen, makeup, and tanning stains. Makeup removal towels are provided and refreshed upon request

Any damage or loss that exceeds the waiver coverage amount—or falls under the exclusions above—will be charged to the credit card on file, or, for Airbnb reservations, processed through the Airbnb Resolution Center.

4. Guests, Visitors & House Etiquette

Villa Amistad is a peaceful, boutique-style property dedicated to relaxation, respect, and the peaceful enjoyment of all guests and neighbors.

Occupancy: Each apartment has a defined limit. Visitors must depart by Midnight unless approved in advance.

Visitors: The amount of visitors allowed by the guests must be no more than the occupancy of the listing. (Example: Curiel's Retreat max occupancy is 4 guests. Four visitors are allowed onto the property by the guests in Curiel's Retreat). The Villa property maximum visitor amount is 8 unless approved by the Hosts. No more than 20 guests and visitors combined on the property. Visitors must be escorted and are not permitted to stay without a guest present, may not receive access codes, and must follow all rules. The Host reserves the right to deny entry or request departure for disruptive visitors. Guests are responsible for their visitors.

Noise & Conduct: Quiet hours are 10 p.m.–8 a.m. Voices, music, and televisions should be kept at moderate levels at all times, fostering an environment of calm and respect for our neighbors. Guests are kindly asked to help preserve the villa's tranquil atmosphere for everyone.

Smoking/Vaping: Villa Amistad is a 100% SMOKE-FREE PROPERTY. Smoking is allowed only at the base of the outside entry staircase; please dispose of cigarette butts safely.

Pets: Not permitted (Emotional Support Animals are considered pets).

Prohibited Areas: Staff and operational areas and the Owner's private apartments (entry level and rooftop, including 4th-floor level) are off-limits.

5. Check-In, Check-Out, Luggage Storage & Access

We understand that travel plans don't always align perfectly with our standard check-in and check-out times, and we do our best to accommodate early arrivals and late departures whenever possible while respecting cleaning standards and staff schedules.

Standard Times

- **Check-in: 4:00 PM**
- **Check-out: 11:00 AM**
- **Access:** Entry instructions and unique time-limited codes are accessible after guests complete the pre-arrival check-in process.
- **Security:** The main gate must remain locked at all times. Guests are responsible for securing their units.
- **Unauthorized late departures (without prior approval) will be charged the full base nightly rate,** as this delays cleaning and may prevent us from accepting new reservations.
- **Complimentary Luggage Storage:** Available from **10:00 AM to 5:00 PM** with prior notice. *May not be available on Sundays or days when staff is not scheduled.*

Early Check-In

Complimentary Early Check-In

- If the property is ready early, complimentary check-in from **3:00 PM** may be offered.
- Confirmation is only provided on the day of arrival.

Priority Early Check-In (From 12:00 PM / Noon)

Hosts will confirm on the day of arrival once we know the apartment or villa can be prepared in time.

Listing Type Early Check-In Fee (from 12:00 PM)

1-Bedroom \$30 USD

2-Bedroom \$35 USD

3-Bedroom \$45 USD

Villa Amistad-Entire \$100 USD

How It Works:

- Requests must be requested through www.villaamistadpv.com/smart_luxury_extras as soon as possible so we can try to arrange proper staffing.
- If approved on arrival day, the fee is charged to the **card on file**, or for Airbnb bookings, sent through the **Airbnb Resolution Center** and must be accepted prior to check-in.
- **Guests who are approved for early check-in but arrive later are still responsible for payment of the fee**, as our staff prioritizes cleaning and preparing the unit before other duties and may adjust staffing schedules. Failure to arrive during the Priority Early Check-in time period is the guest's responsibility.

Note:

This does **not guarantee access exactly at 12:00 PM**. Entry will be provided **between 12:00 PM and 3:00 PM**, depending on when cleaning is complete, usually we are able to provide the check-in before 1:00PM. Guests that require a guaranteed check-in **before 4:00 PM or check-in before 12:00 PM should book the night before**. Our staff prioritizes preparing your apartment or villa ahead of other duties to make early access possible.

Standard Check-out

- **Standard check-out is 11:00 AM.**
- **Guests must fully vacate the property — including the apartment or villa, terraces, pool, and all shared areas — by 11:00 AM unless a late check-out has been approved. Failure to vacate the property by check-out time may incur an unapproved late check-out fee of \$150 USD as our staff needs the time to prepare the apartment in a timely manner for the next guests who may also wish a Priority Early Check-in. This fee will be charged to the card on file.**

- After check-out, **bathrooms, showers, pool areas, and all facilities are no longer available**, as our team requires full access to prepare the property for incoming guests.
- **The reservation period ends at 11:00 AM** on departure day unless extended and confirmed in writing.

Late Check-Out

- **Late check-out requests must be requested via www.villaamistadpv.com/smart_luxury_extras as soon as possible**, so we can verify staff availability and ensure the unit can be blocked from new bookings if approved. Requests will be confirmed by the day prior to departure.

Late Check-Out Fees:

Listing Late Check-Out Fee

Jonathan's \$50

Miguel's \$50

Curiel's \$75

Ivan's \$85

Las Brisas \$110

Penthouse \$125

Villa Amsitad-Entire \$275

- The late check-out fee guarantees the guest may stay until 5:00 PM, but they may depart at any time earlier. **No refund or discount is provided for earlier departures.**
- **Guests overstaying past 5:00 PM** may be asked to vacate immediately or will be charged the **full base nightly rate.**
- **Payment for late check-out must be made immediately after confirmation.** The listing will not be blocked or confirmed for late check-out until payment has been received. Guests who booked through Airbnb, will receive a request for payment through the Airbnb Resolution Center and must accept the request before we will provide the late check-out and block day from being booked.
- If late check-out is not available, guests may request **luggage storage until 5:00 PM**, subject to staff availability. This may not be available on **Sundays or staff rest days.**

6. Housekeeping & Property Care

Daily housekeeping: Monday–Saturday, typically starting around 10 AM (excluding major holidays).

Includes bed-making, towel refresh, essential restocking, sweeping, and light cleaning.

Extended Stays:

- 7+ nights: Linen change & bathroom deep clean every 5 days.

- 28+ nights: Blanket change every 15 days.

White towels are for bathing only; dark towels for makeup. Guests may not launder villa linens.

See Addendum C for Full Housekeeping Details.

7. Pool, Terraces & Common Areas

Use at your own risk — no lifeguard on duty. Children must be supervised.

No glass or running near the pool. Umbrellas must be closed after use during rainy season (June–October).

Please shower before swimming and avoid entering immediately after applying sunblock.

See Addendum B for details.

8. Honor Bar Purchases

At Villa Amistad, we trust our guests to enjoy a relaxed, boutique-style experience through our self-serve Honor Bar. It's a reflection of the villa's friendly spirit — one based on trust, community, and the shared enjoyment of good company.

Guests are invited to browse and enjoy a variety of beverages during their stay. Prices are clearly displayed, and purchases can be conveniently settled by credit or debit card via a QR code with secure payment link at the Honor Bar or by cash pesos in the envelopes provided, also at the Honor Bar.

TABS (For Stays beginning early December). All Guests may request to run a tab for Honor Bar purchases during their stay. The website for ordering will become active early December 2025. All items placed on a tab will be charged the card rate on the menu.

We simply ask that guests record what they take, pay daily, and respect this system of mutual trust so that future guests can enjoy the same amenities. The Honor Bar is one of the ways we keep Villa Amistad's warm, communal atmosphere alive — a true hallmark of *The Villa of Friendship*.

Please see Addendum A – Honor Bar Terms & Tab Policy at the end of this Agreement for full details.

9. Cancellations & Refunds

We understand that plans can change. Our goal is to be fair and clear while keeping the villa running smoothly for everyone.

Direct & Manual Bookings

1 & 2 Bedroom apartments:

- 30+ days before arrival: Full refund of amounts paid.
- Arrival day to 29 days before arrival: 50% refund of amounts paid.

3-bedroom apartments and Villa Amistad-Entire:

- 60+ days before arrival: Full refund of amounts paid.
- Arrival day to 59 days before arrival: 50% refund of amounts paid.

VRBO & Booking.com Bookings:

Please refer to the cancellation terms shown at booking; booking platform policies will apply to those reservations.

If the Host must cancel due to emergencies, essential maintenance, or other circumstances beyond our control, you will receive a full refund of amounts paid for unused nights and assistance with alternative options when possible.

10. Safety & Property Conditions

Villa Amistad is built on a hillside with stairs and elevated terraces typical of Puerto Vallarta's architecture. Please walk carefully, use handrails, and take your time — especially with wet feet or after rainfall.

For additional details on stairs, terraces, and child supervision, please review Addendum D: Child Safety & Accessibility Notice.

11. Right of Entry

The Host and authorized staff may access the property with reasonable notice for housekeeping, repairs, maintenance, or inspections. In an emergency, or where there is a reasonable belief of a rule violation or safety concern, the Host may enter without prior notice to protect guests and property.

12. Liability & Indemnity

We work hard to provide a safe, well-maintained environment. Even so, use of the property and its facilities is at the guest's own risk. The Host and its agents are not liable for accidents, injuries, theft, or loss. The Primary Guest agrees to indemnify and hold harmless the Host, Owners, and Staff from claims arising from their stay, except in cases of the Host's gross negligence or willful misconduct.

13. Governing Law & Jurisdiction

This Agreement is governed by the laws of Jalisco, Mexico, and any disputes shall be resolved exclusively in the competent courts of Puerto Vallarta, Jalisco.

14. Entire Agreement & Acceptance

This Agreement and attached Addenda constitute the full understanding between Guest and Host. No verbal promises or prior communications alter these terms.

Confirmation of booking or payment constitutes acceptance of all terms.

Addenda A–D

Each Addendum begins on a new page for readability.

Addendum A – Honor Bar Terms & Tab Policy

Villa Amistad offers a self-serve Honor Bar experience for your convenience and enjoyment. Guests may purchase beverages directly during their stay. The following guidelines ensure accuracy and fairness for all guests.

1. Recording Purchases

- Guests should record each item immediately after taking it using the envelope provided for cash payments, direct card payment at the honor bar(QR Code), or for guests wishing to open a tab during their stay, at the Honor Bar Website.
- Non-tab purchases MUST be settled daily. All amounts due should be settled before checkout or will be billed to the Primary Guest. Tabs will not be permitted for Guests on a reservation if the Primary Guest requests we not provide them.

2. Payment Options

- Payment by cash (pesos only) using the envelopes provided at the Honor Bar or by credit/debit card, using the QR code at the Honor Bar, should be completed daily. There are two menus, one with a discount for cash payments and the other for card payments with the regular price.

OPENING A TAB

- Primary Guests will be able to submit their purchases through the Honor Bar website and they will be posted to their guest folio. Primary Guests who booked Direct or through an online booking service such as VRBO, Booking.com, or Misterbnb will have their account settled automatically with their card on file at the end of their stay.

- For Primary Guests who booked through Airbnb and all guests who are not Primary Guests, will need to provide a card on file through our secure payment link. The link can be found in the Honor Bar website. A 10 peso (about 50 US Cents) credit hold will be placed on the card temporarily to verify the card is active and then released soon after. At the end of the stay, before check-out, the card on file will be charged for outstanding amounts due.

Settlement of amounts owed must be completed before guests check-out. In some instances this may involve the tab being closed the day before check-out.

3. Care & Safety

- Glass bottles and glassware are not permitted in or around the pool. Please use the plastic glasses provided.

- Cans and empty glass bottles should be placed carefully in the garbage cans provided.

4. Pricing & Inventory

- Prices are clearly listed in the Villa Amistad Honor Bar Menu and in the Guest App. Cash prices apply only at the bar.

- The Host reserves the right to restock or adjust pricing without prior notice.

5. Responsibility

- All guests must maintain accurate accounting of their purchases throughout their stay.

- Any unpaid or missing items at checkout will be billed to the Primary Guest.

- Hosts reserve the right to close the Honor Bar to guests at their discretion.

Thank you for helping us maintain a trust-based system that reflects the spirit of Villa Amistad — *The Villa of Friendship*.

Addendum B – Pool & Common Area Use & Safety

Villa Amistad's shared areas are designed for everyone's relaxation and enjoyment. These guidelines ensure safety and comfort for all.

1. Pool Use & Safety

- No lifeguard is on duty; guests swim at their own risk.
- Children must be supervised at all times.
- No standing, sitting, or placing of objects on the far pool wall — risk of falling.
- No glassware or glass bottles in or around the pool.
- Please shower before entering the pool.
- Avoid swimming immediately after applying sunscreen or oils.

2. Umbrellas & Weather

- Umbrellas must be closed after use during the rainy season (June–October) or during storms to prevent damage and injury.

3. Winter Pool Cover Use

During the winter months, a thermal pool cover is used to maintain comfortable water temperature and reduce energy use by up to 70–80%. Guests agree to handle the cover carefully and ensure it is replaced over the pool when not in use.

The pool is not a hot tub. We typically maintain the pool around 85–86°F (29–30°C), and even on cooler mornings, it rarely drops below 80°F (26°C) when covered overnight.

For full instructions on use, please see the “*Pool & Terrace*” section of your Villa Amistad Digital Guidebook or contact the Host for assistance.

4. Towels & Personal Items

- Personal items and towels should not be left in shared areas or the pool, allowing everyone to enjoy these spaces.
- Wet towels, bathing suits, and other items may not be dried on railings or furniture — especially leather outdoor chairs on Curiel’s Retreat terrace. Drying racks are provided in each bedroom.

5. BBQ Use

- The BBQ gas tank must be turned off completely after use.
- Use at your own risk. Contact the Host if you have any questions before operating.

6. Courtesy

- Guests should keep voices and music at moderate levels to respect others' enjoyment.
- The neighborhood is generally quiet; please respect the peaceful environment of Villa Amistad.

7. Liability

Guests use all common areas at their own risk. The Host is not responsible for accidents, injury, or loss resulting from unsafe behavior or misuse of facilities.

Thank you for helping us maintain a safe, relaxing, and friendly environment for all who share Villa Amistad.

Addendum C – Full Housekeeping Details

Villa Amistad's housekeeping team provides daily cleaning and care to keep your space beautiful and comfortable. These services are included for all stays, with optional upgrades available.

1. Included Daily Service

- Daily housekeeping Monday–Saturday (excluding holidays).
- Bed-making, towel refresh, bathroom cleaning, dishwashing, sweeping, and light mopping.
- Included for Villa bookings; available as an upgrade for 2- and 3-bedroom apartments upon request, subject to schedule and availability.

2. Additional Notes

- Housekeepers will not move or handle personal items. If belongings are left on the bed or in the way, Staff will clean around them and skip bed service for that day.
- Staff are permitted to leave for the day once duties are complete. If guests are sleeping in or the space is unavailable, service will resume at the next scheduled day.
- Guests may request a specific cleaning window when possible.

3. Gratuities

Our housekeeping team works with great care to keep your space fresh, comfortable, and welcoming. Gratuities are never expected and always appreciated — if you wish to recognize their hard work, a small cash tip (pesos preferred) may be left in the suite or given to the Host to be shared 100% with the team.

Thank you for the kindness and respect you extend to our staff — it truly helps us provide a warm, safe, and pleasant experience for every guest.

Addendum D – Child Safety & Accessibility Notice

Villa Amistad welcomes guests of all ages; however, due to its hillside location and multi-level design, we ask that all guests review and understand these important safety considerations.

1. Hillside & Stair Access

- There are 17 stairs from the street to the main entry of Villa Amistad.
- Guest apartments and shared spaces are located one to two additional levels above the entry, depending on which unit is reserved.
- Villa Amistad is built on multiple levels connected by stairs and terraces. There are no elevators on the property.
- Parents and guardians must ensure children are accompanied at all times when moving between levels or on exterior stairways.
- The Hosts and Staff are happy to assist with carrying belongings when available; however, for health and safety reasons, they may not carry items exceeding 50 lbs (23 kg).
- The villa is located in a small alley that can usually accommodate large vehicles, though some drivers may be hesitant to enter. Guests may inform drivers they can use the garage directly across from the villa for loading, unloading, or turning around if space is available. Some drivers may need a bit of reassurance, but Ubers, taxis, and other ride services are inexpensive and readily available.

2. Terraces, Railings & Balconies

- The property includes open terraces and balconies with waist-height railings typical of Mexican architecture.
- Climbing, sitting, or leaning over railings is strictly prohibited.
- Furniture and planters must not be moved close to terrace edges or railings.

3. Pool & Water Safety

- There is no lifeguard on duty.
- Children and non-swimmers must be supervised at all times while near or in the pool.

- Floating devices and toys are welcome but should be removed after use to prevent accidents.

4. General Child & Guest Safety

- Electrical outlets, appliances, and kitchen tools are not child-proofed. Parents should monitor children closely in kitchens and common areas.
- Windows and balcony doors may open widely; please ensure children do not play near open windows or doors.
- Breakable décor, art pieces, and glassware are placed throughout the villa; guests are responsible for supervising children to prevent accidents or damage.

5. Accessibility

- Due to its hillside design, Villa Amistad may not be suitable for guests with mobility limitations.
- Stairs connect all guest units, terraces, and pool areas; there are no ramps or elevators.
- If you require assistance or have accessibility concerns, please contact the Hosts in advance to discuss accommodation options.

6. Liability

Guests acknowledge and accept that the property includes stairs, terraces, and elevated areas. By confirming this Agreement, guests agree to assume responsibility for their own safety and that of any accompanying children or dependents.

Villa Amistad

“The Villa of Friendship”

Prime Property Rentals Puerto Vallarta SA de CV

villaamistadpv.com

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