

Casa Ducci

GUEST RESERVATION FORM & LODGING AGREEMENT

GUEST OF RECORD

Guest of Record _____ Email: _____
Phone: _____ Address: _____

GUEST(S) INFORMATION

Names of all guests:

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____
7. _____ 8. _____

PROPERTY

Property	CASA DUCCI
Address	Colonia El Pedregal (full address sent once your stay is confirmed)
City	Cabo San Lucas
State / Country	Baja California Sur, Mexico
Postal Code	23453

STAY DETAILS, RATE & PAYMENT TERMS

[LOCK STAY DETAILS](#)

Arrival	_____, 20____ (check-in 4:00 pm)
Departure	_____, 20____ (check-out 10:00 am)
Nights	_____ nights
Check-in / out	4:00 pm in / 10:00 am out (Early check-in/late check-out upon request, subject to availability)
Total Lodging Rate	\$_____ USD per night for _____ nights = \$_____ USD total.
Deposit & Balance	50% of the total = \$_____ USD, Deposit is due within 7 days of receiving the contract. Balance of \$_____ USD is due 30 days before check-in.
Damage Deposit	\$_____ USD upon reservation. Refund based on terms of "The Damage Deposit" in the Lodging Agreement.
Cancellation	Fully refundable if cancelled 30 or more days before check-in; 50% refundable if cancelled 15 to 29 days before check-in; non-refundable if cancelled within 15 days of check-in.
Payment	Zelle accepted with no fee. Canadian Email Transfer or credit / debit card (2.9% fee) also available. Payment details are provided once your reservation is confirmed.

I, THE GUEST, HAVE AGREED WITH THE PROVIDER TO PAY THE LODGING RATE, DAMAGE DEPOSIT, AND TAXES SPECIFIED ABOVE. I, THE GUEST, HEREBY DECLARE THAT I HAVE READ, UNDERSTAND, AND AGREED TO THE TERMS OF THE LODGING AGREEMENT INCLUDED WITH THIS FORM, WHICH I UNCONDITIONALLY ACCEPT AND CONFIRM BY SIGNING IN THE SPACE BELOW. I, THE GUEST, HEREBY UNCONDITIONALLY PROMISE TO PAY THE AMOUNTS ABOVE PLUS ANY ADDITIONAL COSTS OR FEES INCURRED.

GUEST SIGNATURE

DATE

Lodging Agreement

Casa Ducci • Cabo San Lucas, Baja California Sur, Mexico

This document creates a Lodging Agreement (the "Agreement") entered into by and between the person signing the Casa Ducci Reservation Form and Lodging Agreement on the opposite side of this sheet (or attached) and any of his/her guests or invitees (together hereinafter referred to as the "Guest"), and the "Provider".

- The Guest and the Provider agree to regulate their lodging relationship in accordance with the terms and conditions established in this agreement, the Welcome Casa Ducci Instructions, Pedregal Rental Guests – Rules & Guidelines, and the Civil Code of Baja California Sur (the "Civil Code") viewable at <https://transparencia.pjbc.gob.mx/documentos/pdfs/Codigos/CodigoCivil.pdf>. Copies of said documents are available by request or at the Casa Ducci home.
- The Guests, by executing this agreement, by occupying Casa Ducci or by using any of the services, amenities and/or facilities provided by the Provider or any Related Party hereunder, agree to submit themselves to the terms and conditions of this Agreement, the Welcome Casa Ducci Instructions, Pedregal Rental Guests – Rules & Guidelines and the Civil Code, as well as to the rules, regulations, practices and procedures that the Provider may establish from time to time in connection with Casa Ducci.
- Only listed and approved Guests are permitted at Casa Ducci. No unauthorized pets permitted. Renters and Guests will adhere to requests from Pedregal Security to limit noise. Renters and all guests understand that a breach of this clause is grounds for immediate eviction from the property and may result in forfeiture of payment. Renters and all guests further waive any and all rights to recourse against the OWNER/Provider for enforcing this clause.
- **MAXIMUM OCCUPANCY:** Occupancy of Casa Ducci is limited to a maximum of eight (8) persons unless otherwise approved in advance and in writing by the Provider. Exceeding the approved occupancy is grounds for immediate eviction and may result in forfeiture of payment.
- **NO SMOKING:** Smoking is not permitted inside Casa Ducci. Guests responsible for smoking indoors will be liable for any resulting cleaning, deodorizing, or repair costs, which may be charged against the Damage Deposit or otherwise.
- **NO PARTIES OR EVENTS:** No parties or events involving persons who are not listed and approved Guests are permitted without the prior notice to, and consent of, the Provider. A breach of this clause is grounds for immediate eviction from the property and may result in forfeiture of payment.
- The Guest agrees that the **TOTAL AMOUNT CHARGED** (less the Damage Deposit) as indicated on the reverse side of this Agreement shall be deemed liquidated damages for Guest's failure to comply with the terms hereof. This is because the Provider incurs significant fixed costs associated with operating and maintaining Casa Ducci and preparing for the Guest's stay. Notwithstanding, in the event Guest wishes to change the date(s) of his/her reservation, Provider will use its best efforts to accommodate Guest's request based on the circumstances, existing reservations, and the provisions of the Internal regulations. If due to unforeseen circumstances or force majeure the Provider is unable to accommodate the Guest on the dates reserved, Provider shall notify Guest as soon as it becomes aware of said circumstances and attempt to reschedule the reservation, or, if Guest is unwilling or unable to reschedule, Provider shall refund the Guest the **TOTAL AMOUNT CHARGED** without deduction or penalty. If the force majeure happens during the stay due to no fault of the Guest, the Provider shall notify the Guest and return the prorated amount for the unused days.
- The Damage Deposit stipulated on this form will be refunded to the Guest within 10 days of check-out and inspection in the event no damage to Casa Ducci has been caused. If Casa Ducci has been damaged by the Guest, then Guest hereby authorizes Provider to pay the cost of repair of the damage caused from the Damage Deposit and remit to Guest the balance, if any.
- The Guest agrees with the Provider that the civil liability of the Provider and the Provider's affiliates, agents, directors, officers, employees, branch offices, members, shareholders, holding companies and subsidiaries (together, the "Related Parties") to the Guest in the event that the Provider or any of the Related Parties were to default on any of its obligations hereunder or for which it may otherwise be liable pursuant to the Internal regulations or the Civil Code shall be expressly limited to US\$5,000. The Guest hereby agrees that the maximum amount that the Provider will assume and/or be liable for with respect to said claim shall not exceed US\$5,000.00 or the equivalent in local currency, which amount the parties hereby establish as liquidated damages in the event of Provider's default hereunder. Accordingly, the Guest hereby waives any right or claim it may have against the Provider for damage or injury not beyond the aforementioned amount, except in the case of Provider's willful misconduct.
- Because Casa Ducci is located in the United Mexican States ("Mexico") and the services hereunder will be rendered by Provider exclusively within said territory (notwithstanding any possible offer, advertisement or agreement made outside of Mexico by any party), the Guest hereby expressly and irrevocably submits to the competent courts of Cabo San Lucas, Baja California Sur for the resolution of any and all controversies arising hereunder, regardless of present or future domiciles.
- This agreement is executed in the English language. A certified translation is available upon request. In the event of a controversy, the parties agree that the certified translation provided by the Provider shall govern.
- **ILLEGAL DRUGS OR ILLEGAL ACTIVITY:** Under no circumstances shall any illegal drugs (including illegal prescription drugs) or other illegal activity be allowed on the Casa Ducci property. Renters and all guests understand that possession or use of any such substance is grounds for immediate eviction from the property and may result in forfeiture of payment. Renters and all guests further waive any and all rights to recourse against the OWNER/Provider for enforcing this clause.

GUEST'S INITIALS _____