

BOOKING TERMS AND CONDITIONS

1 General: MyHuatulcoVacation.com Inc. ("the Company") is a registered Ontario Corporation. MyHuatulcoVacation.com Inc. acts as a booking agent. It arranges bookings and reservations of holiday accommodation for the vacationer ("the renter") as agents for the owners of the holiday accommodation ("the Property Owner/Manager").

2 Payment:

2.1 Bookings shall be confirmed in writing by the Company on payment of a deposit (said confirmation does not refer to the Booking Application Form).

2.2 Receipt of any deposit prior to the Company's written confirmation of the reservation shall not constitute acceptance of any booking.

2.3 The balance shall be payable forty-two days prior to the commencement of the holiday.

2.4 Holidays booked less than forty-two days from its commencement will be paid in full upon booking.

2.5 All payments shall be made to the Company as stated at the top of the booking application form, by credit card, pay pal, money order or in cash only.

2.6 Bookings made within two weeks of occupancy must be made by valid credit card, money order or cash.

3. Use of the Property/Limitation of Liability: The Renter will use the property and its facilities in accordance with these Booking Terms and Conditions and the accompanying Booking Notes and will do so at his own risk. The Renter covenants to indemnify and save the Company and the Property Owner/Manager harmless from any claim for damages or costs which may be asserted against them by the family or guests of the Renter as a result of personal injury, sickness or death, or loss or damage to property, however caused, arising from the use of the property and its facilities. For himself, the Renter hereby releases and discharges the Company and the Property Owner/Manager harmless from any claim for damages or costs which may be asserted against them by him as a result of personal injury, sickness or death, or loss or damage to property, however caused, arising from use of the property and its facilities. The Renter accepts full responsibility for the use of any recreational equipment, such as boats, and motors, etc., and agrees to pay for any repairs or replacement of said equipment, other than for normal wear and tear.

4. Alternative Accommodation:

4.1 In the highly unlikely event that the Company shall be unable to arrange the holiday accommodation requested by the Renter the Company shall arrange alternative holiday accommodation of a similar type and cost and standard and in a similar location as that

originally requested by the Renter. If the alternative holiday accommodation and/or rate is not acceptable to the Renter the Company shall refund in full, to the Renter all monies paid by him/her to the Company. Any additional costs are the responsibility of the renter.

4.2 Requests by the Renter for alternative accommodation and/or dates, will be provided only if the original booking property/time can be re-booked, and will result in an additional administrative charge of \$25.00 per change.

5. Cancellation: Any cancellation made by the Renter shall be in writing addressed to the Company at the address stated at the top of the booking application form. On receipt of such notice of cancellation the Company shall endeavor to rebook the holiday accommodation for the entire period of the original booking.

5.1 The Renter acknowledges that he/she has been informed of the ability to purchase Holiday Cancellation Insurance at the time of booking, and that the Company does not provide this service directly. If the Cancellation Insurance was not purchased, or the reason for cancellation is not covered by the insurance company, (i.e. is not an insured risk), the following terms are applicable.

5.1a If the Company is successful in rebooking the holiday accommodation for the entire period originally booked it shall refund to the Renter all monies paid (whether deposit or full payment has been made) less a cancellation fee of \$200.00 per period booked.

5.1b If the Company shall only succeed in rebooking the holiday accommodation for a portion of the period originally booked, it shall refund the monies paid relating to the period re-booked, less a cancellation fee of \$100.00 per period booked.

5.1c If the Company shall be unable to rebook the holiday accommodation at all then all monies paid by the Renter (whether deposit or full payment has been made) shall be forfeited to the Company.

6. Alterations to Property Description/Inventory: The information contained in any printed and website materials is believed to be accurate at the time of printing/viewing. However, the Company reserves the right to make alterations thereto and the Company shall endeavor to inform the Renter of such alterations. If the alterations relate to fundamental elements or services, the Company shall attempt to provide comparable fundamental elements or services. If these comparable elements or services prove unacceptable to the Renter the Company shall bear no responsibility other than to provide an appropriate refund for those unavailable fundamental elements or services.

6.1 Fundamental elements refer to water systems, plumbing and electrical systems, major appliances such as refrigerator and stove.

6.2 Fundamental elements do not refer to recreational items such as boats, motors, televisions, VCR's or satellite dishes. These elements are provided at the discretion of the owner as an

added feature for Renter use. While every attempt will be made to ensure that such equipment is in working order during a holiday, should breakdown or some other situation occur whereby these elements are not available for the term of the holiday, neither the Company nor the Property Owner/Manager takes responsibility for replacing or refunding the Renter for the lack of use of these elements.

7. Noise: Neither the Property Owner nor the Company can control - or be liable for - noise or disturbance caused by occupants of properties adjacent to or near the subject property, or their family or guests.

8. Drinking Water: All Renters are recommended to bring in or otherwise treat (boil) drinking water, regardless of the water source of the property accommodation they are booking. Neither the Property Owner nor the Company takes any responsibility for the quality of the property drinking water source, or the quality of the water body the property is located upon.

9. Safe Boating Regulations: The Renter will ensure that the current regulations now in place concerning the operation of boats (including paddle boats and kayaks) including, without limitation, the new provincial Operator Competency Requirements, will be complied with during his occupancy. Any expenses/fines arising from non-compliance are the responsibility of the renter.

10. Wildlife: Birds, iguanas, spiders, other insects and other forms of wildlife are found in and around properties from time to time. The Renter acknowledges that neither the Property Owner nor the Company can ensure that he will not encounter these aspects of property life during his occupancy.

11. Number of Persons Using the Holiday Accommodation: The number of persons present overnight (including children and guests) shall not exceed the maximum number indicated in the Inventory Listing for that property. The number of persons present during the day (including children and guests) shall not exceed the maximum number indicated in the Inventory Listing for that property, without prior authorization from the Company.

11.1 Renters who contravene the maximum number stated for each property will be subject to immediate eviction without refund or an additional nightly charge of \$100.00 per person, at the discretion of the Company.

11.2 There will be no subletting of the property permitted. Where separate parties will be occupying the property at different time periods, booking forms must be completed for each party.

11.3 There shall be no camping, tenting, or otherwise placing auxiliary accommodation facilities on the property without prior written authorization.

12. Access: The Property Owner and/or the Company's agents shall be allowed access to holiday accommodation at any reasonable time during any holiday occupancy.

13. Repair: The Renter will keep the property and property and all furniture, fixtures, chattels, fittings and effects in the property or on the property at the beginning of his/her occupancy, whether or not these items are set out in the Inventory Listing, in the same state of cleanliness, order and repair in which they were found. Failure to do so, to the satisfaction of the Property Owner, may result in a use of the Security/Damage Deposit to defray cleaning costs, or repairs incurred by the Property Owner.

14. Pets, Smoking, & Other Conditions of Booking: Renters shall abide by the conditions of booking and any other instructions contained in the Property Instructions, Inventory Listing and/or as noted on the face of this form. All such conditions apply to guests visiting the property, whether day visitors or overnight.

14.1 Renters who contravene said conditions shall be subject to immediate eviction without refund and/or a penalty of \$100.00 per day at the discretion of the Company.

14.2 If pets are allowed at a property, the number of pets is restricted to one, unless prior, written authorization is obtained by the renter.

14.3 If a property is "No Pets" or "No Smoking" restricted, please note this does not necessarily mean the property has not had pets or smokers present at some time. The Company takes no responsibility for conditions arising from allergies at any property, whether noted as "No Pets" or "No Smokers", or not.

15. Inventory Listing/Property Instructions/Route Directions/Booking Confirmations: The Company will forward a copy of the Inventory Listing, Property Instructions, Route Directions for the holiday property with the Booking Confirmation. Renters shall abide by all instructions and information contained therein. If the Renter has not received these documents one week prior to the holiday period, the Renter shall notify the Company and obtain said documentation.

16. Keys: The Renter agrees to return the key to the Company within six days of the holiday end date or leave at the property as per the specific instructions for that property.

17. Facsimile Agreement: The renter agrees that this agreement may be executed by facsimile transmission, or certified receipt email and that the original facsimile signatures will evidence the binding obligation of the parties to be bound by the terms of this Agreement.

18. For ease of drafting only, the Renter has been referred to in the singular and in the masculine gender. References to Renter shall be made in the singular and feminine gender, or in the plural, as the context may require.

I have read, understand and agree to abide by the Terms and Conditions as set out above. I understand that the property owner(s)/manager, MyHuatulcoVacation.com Inc. or its employees or agents will not be liable whatsoever for any loss or any injury to myself or anyone on or using the property or its' property during my rental term, however caused.

I acknowledge that when I have signed below, and delivered this Booking Application Form to the Company, and a Booking Confirmation has been issued to me by the Company, I will have entered into a binding contract with the Property Owner/Manager, the conditions of which are set out in this Booking Application Form, the Booking Notes, and the Booking Terms and Conditions. I have read and understand all of this material.