

Barceló Gran Faro Los Cabos

Registration Form for Day Pass Use

DATE: _____

Last Name _____ First Name _____

Last Name _____ First Name _____

Last Name _____ First Name _____

Last Name _____ First Name _____

State _____ City _____

Tel. _____ C.P./ ZP _____

Email _____

Brazaletes _____
(Fill by the hotel)

Time _____
(Fill by the hotel)

Where did you hear about our Day Pass? _____ CABO CRAZIES CLUB

Are you celebrating anything special? _____

Whats is your favorite place for day pass, why? _____

How often you go for a day pass? _____

How many people usually go accompaine you in a day pass? _____

I agree with:

The price of the services indicated in this contract. The Hotel internal regulations are the responsibility of the client to take care of their garments and values. The Hotel will NOT be responsible for losses.

You will be asked for an identity document in retention, which will be returned at the time of you departure when you deliver the bracelets and pool towels at the reception desk.

The service includes food, drinks, entertainment activities and pool towels

Hours of use: Day Pass 9:00 a.m.-17:00p.m. Evening Pass 17:00p.m.-12:00a.m.

The use of speakers is NOT allowed, (only headphones equipment)

The payment of the day pass is non-refundable in case it is interrupted either for personal reasons due to excessive alcohol consumption or for breach of the Contract of Service (read back)

Snack (the island) There is not dress restrictions.

Access to the restaurant must always be with footwear, Not wet and wear a shirt at all times in case of men and in the case of women do Not enter with a bathing suit.

Not allowed to enter the rooms

Admission to specialty Restaurants is subject to an additional charge (40 USD per person) (Dress code required.)

Firma/ Signature _____

LODGING SERVICES AGREEMENT ENTERED BY HOSPITALIDAD TURISTICA, S.A. DE C.V., HEREINAFTER REFERRED TO AS THE PROVIDER AND BY THE (INDIVIDUAL OR ENTITY) ESTABLISHED HEREIN AND WHO ATTENDS WITH HIS NAME AND ADDRESS IN THE FRONT PAGE OF THIS DOCUMENT, HEREIN REFERRED TO AS THE USER, TERM THAT INCLUDES THE PERSONS JOINING HIM/ HER/ IT AND OCCUPYING THE ROOM, WHO EXPRESS TO BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE FOLLOWING CLAUSES.

I. - THE PROVIDER expresses

1. - That it operates the lodging facility commercially known as Barcelo Gran Faro Los Cabos, located in the lot No. 9, S/N, Hotel Section 1, at San Jose del Cabo, Baja California Sur, México (hereinafter referred to as THE HOTEL).
- 2.-That the lodging, use and enjoyment of the rooms and of THE HOTEL by THE USER, according to the NOM-07.TUR-2002, is protected with a civil liability insurance covering the common risk derived from the use and enjoyment that THE USER will carry out on the facilities of THE HOTEL, which covers damages to third parties in their goods or their persons, excepting the damages caused due to circumstances or causes attributable to said third parties, as established in the policy executed by THE HOTEL.

II. - THE USER expresses:

1. - That it is intention to compel itself in terms of this agreement, expressing that it has legal capacity in order to executed this document and that it knows the regulations an limitations that THE PROVIDER has in connection with the use of the facilities.
2. That acknowledges and understands the scope of the Privacy Notice that is shown in the front Desk and web page of THE HOTEL, therefore, he/she acknowledges an accepts that the fact of providing his/her personal data by means of the procedures this THE PROVIDER has implemented, that is a tacit consent in order for THE PROVIDER to uses, stores, transfer, or disposes, directly or indirectly, the personal data provides, according to the legal provisions set forth in the Federal Law for the Protection of Personal Data in Possessions of Private Entities or Individuals.
3. - That for security reasons accepts and agrees that it is susceptible of being recorded by the video surveillance cameras of THE HOTEL; in the understanding that the images and sounds are captured by the same cameras and are used for their own safety, as well as other people who for any reason are inside the premises.

CLAUSES

FIRST. We are a 100% free tobacco smoke hotel. Based in articles 26 and 28 of the General Law for Control of the Tobacco and, when any user and/or visitor is found smoking in the restricted areas for smoking, he/she will be asked to stop smoking or changed to the smoking area. In the event of refusal, **THE HOTEL** without responsibility will not render **THE SERVICES** to **THE USER** and/or the breaching visitor. If the offender continues with his/her behavior **THE HOTEL** will inform immediately to the competent Authority in order to enforce the accomplishment of the General Law for the Control of Tobacco with the assistance of the police, as well as to establish the corresponding penalties. Likewise, it will be charged \$100.00 dollars for deodorizing and cleaning the area.

SECOND. **THE HOTEL** includes the service of alcoholic beverages, hours vary from 10:00 AM to 01:00 AM, depending on the consumption center, for those who have purchased the All Inclusive plan, serving a maximum of 2 drinks per guest in each order. By law provision only alcoholic beverages will be served to people of the age 18+, previously identified with a bracelet color. It is not allowed for guests of legal age, to request or provide through them, alcoholic beverage to minors or Guests paying European plan. The staff of **THE HOTEL** has precise instructions to deny the service of alcoholic beverages to **THE USER** who requests them in a notorious state of drunkenness and is authorized to give notice to the competent authority in case of inadequate behaviors that annoy other users, or charge to the Guests for damages or cleaning costs that may result. In Room Service alcoholic drinks will be served only accompanied with food, offering table wine and beer only.

THIRD. -The following are rescission causes of this agreement: 1.) The breaching of any of the parties to the obligations set forth and derived from this agreement; 2) The inappropriate or lack of payment established in clause **SECOND** of this agreement at **THE USER's** expense; 3) Any infraction to the Internal Regulations of **THE HOTEL** and/or applicable legislation.

FOURTH. -

For the construction and accomplishment of this agreement, the parties submit to the competency of the Federal Consumer's Prosecutors located at Baja California Sur, México, as well as to the laws of said state.

TRANSITORY.- The parts acknowledge that at the beginning of the year 2020, there was a world crisis caused by the CORONAVIRUS / COVID-19, which on March 11th, 2020 the OMS defined as a pandemic and on March 23rd, 2020 in the DOF, The General Security Council recognized the virus disease epidemic SARS-CoV2 or COVID-19; in consequence **THE HOTEL** starts the implementation of General Measures and Protocols of Security and Hygiene (**GOVERNMENTAL AND PRIVATE**) due to the health emergency COVID-19 amount other measures, Mandatory USE OF FACE SHIELD and/or FACE MASK, as well as application of HAND SANITIZER in the designated areas and corresponding social distancing for all Hotel guest and/or Visitors, and that if these are NOT complied with, **The Hotel** reserves the right of admission to it and without any liability. Therefore **THE USER** agrees that in the case of showing signs of this condition, either by observing their symptomatic conditions or being referred by the same (cough, shortness of breath, fatigue, or trouble to breathing, chest pain or tightness, chills, muscle pain, headache for more than 6 hours, sore throat, loss of taste and smell, or diarrhea) or by the temperature reading taken with a digital thermometer giving a result equal to or greater than 37.5C, it is obliged to immediately inform **The Hotel** reception, in addition to being temporally isolated in his room, forcing himself to take the corresponding test and in case of being positive for COVID-19 from this moment he is obliged to follow and sign all the ACTION protocols accepted that establishes The Hotel. Regardless of the above from that moment on, the **PROVIDER** and **THE USER** must establish the courses of action to follow as a result of the confirmation of the Covid-19, for which they agree on 2 possible scenarios without any exception, since the provider always has the last word in case of NOT reaching an agreement and without any responsibility for this (with the understanding that in no case may those who want hospitalization or constant medical care remain housed): i) leave your stay at **The Hotel** with your own means and without any liability for **THE PROVIDER** or relocate in the room designated for this type of condition that **The Hotel** has implemented in another section of the same **Hotel**, as long as it respects and complies with the aforementioned action protocols, in both cases, the way in which the balance of used **FOR SERVICES** will be settled as well as the sanitization of the room and disinfection of white, which **THE PROVIDER** has assessed at a rate of **\$10.00 dollars plus IVA** per room and additional to the rate.

Once read this Agreement by the parties and acknowledged of its scope and legal consequences, they express that there are no wills vice and therefore they submit expressly to the provisions set forth herein.

CONFORMITY SIGNATURE

THE USER