

**Cascadas Vacations Inc**  
**Rental / Maintenance Dues Reimbursement Authorization Agreement**

Member Name: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Villa Name & Number to Use: \_\_\_\_\_ Week: \_\_\_\_\_ Year of Use: \_\_\_\_\_

**The above named "Member" hereby authorizes Cascadas Vacations Inc, ('CVI') to market, rent and use the Villa above based upon the following terms and conditions**

**TERMS AND CONDITIONS**

**TERM:** This Agreement is for the week listed above and shall remain in effect until after the week to be used has past or this Agreement has been terminated in writing by either party as described below.

**BEST EFFORTS:** CVI agrees to make best efforts to secure a paying user for Member's villa at the established rate, but **CVI cannot guarantee the rental or use of the villa** until Member is notified in writing.

**NOTIFICATION OF USE:** CVI shall notify Member by e-mail when the Villa has been reserved. If CVI does not notify Member of the villa being reserved, it is the Member's responsibility to decide how to best use their Villa.

**AGREEMENT TO REDUCE RENTAL RATE IN ORDER TO REIMBURSE DUES:** CVI reserves the right to reduce the nightly rate for the villa in order to secure the reimbursement of the full maintenance dues for the villa. If a full week user cannot be secured by CVI, CVI will use as many nights as possible and reimburse the member no less than the equivalent of the nightly maintenance dues for each night used. If the villa is not used by CVI, Member is not entitled to compensation.

**AUTHORIZATION TO DEDUCT MEXICO TAX & ADMINISTRATIVE FEES:** Member hereby expressly authorizes CVI to pay the applicable taxes in Mexico on behalf of Member and to pay Member 65% of the Net Rental Amount, or the pro-rated nightly maintenance dues for the Villa, whichever is greater.

**ACCOUNTING AND PAYMENT TO MEMBER:** CVI will complete and mail a reimbursement check to Member within forty-five (45) days after the week has been used. Reimbursement check will be mailed to Member's address on record with Club Cascadas unless otherwise instructed in writing by the Member.

**TERMINATION:** This Agreement may be terminated at any time by either party with or without cause with 15 day notice, except Member may only terminate this Agreement if the Villa has not been confirmed to a user. Termination of this Agreement must be in writing and shall be solely evidenced by issuance to Member of a unique cancellation code by CVI.

**ANNUAL DUES:** Member acknowledges and agrees that placing the Villa in the CVI use program does not relieve Member of the responsibility to pay the annual dues by the due date. In the event Member owes any dues or fees to the Cascadas de Baja Association at the time the villa is used, CVI is hereby authorized to pay to the Association on behalf of Member all monies due to Member from the use of the villa as described above.

**ENTIRE AGREEMENT:** This Agreement is the sole, full and complete agreement of the parties and supersedes any prior oral or written agreement between the parties. If the Villa is jointly owned, any Member in title may execute or terminate this Agreement. This Agreement may only be amended in writing by both parties. Member agrees to be responsible for the total cost to accommodate any guest denied use of the Villa due to Member's error or failure to comply with this Agreement.

**SIGNATURES:** The person executing this Agreement warrants they are duly authorized to execute this Agreement on behalf of their respective party.

Date \_\_\_\_\_

Member Signature: \_\_\_\_\_

Please return completed agreement to:  
Cascadas Vacations Inc. 25510 Commercentre Drive, Suite 100 Lake Forest, CA 92630  
Phone: (888) 846 5571 Fax (949) 751-2440 Email [sales@cascadaslegacy.com](mailto:sales@cascadaslegacy.com)