




nicolas G.

SHORT & MEDIUM TERM ACCOMMODATION IN PANAMA

GENERAL TERMS & CONDITIONS OF SALE



Any use of the Website and Services *nicolas G.* implies unconditional acceptance of these terms. The tenant claims to have full legal capacity to engage under these conditions. These terms and conditions take effect at the time of booking or the receipt of deposit. Confirmation of acceptance of terms and conditions by the tenant constitutes an electronic signature which has between the parties the same value as a handwritten signature. Contracts, invoices and other electronic documents stored in the computer systems of *nicolas G.* under conditions of reasonable safety will be considered as evidence.

Website

nicolas G. reserves the right to change its terms and conditions at any time and without notice, including information and photographs on his website, without being responsible for any errors or omissions that may occur in the content. *nicolas G.* indicates his prices in US dollars. They do not include tax ITBMS (10%) and do not include optional services.

Refundable deposit

No later than on the day of arrival, the tenant must pay a refundable damage deposit to *nicolas G.* for the damages that may occur to the rented accommodation. The deposit amount depends on the rental unit. It is indicated with each accommodation price on the website. Payment can be made by wire transfer (\$ 50 fee), cash or certified check from a local bank. Payments by wire transfer should be made at least 5 days before the arrival of the tenant. After the departure of the tenant, *nicolas G.* returns the deposit within 7 days in the absence of degradation. In case of damage, *nicolas G.* will return, within 30 days, the balance of the deposit, which may exist after the deduction of the amount necessary to repair the rented accommodation.

Reservation and payment

After the tenant has submitted his reservation request, *nicolas G.* confirms the availability and price of the apartment by email. The tenant then has to pay, within 72 hours, the reservation deposit indicated. The tenant may also pay the entire stay. The booking is only confirmed after *nicolas G.* has received the amount of the deposit, and the tenant has received an email booking confirmation. Otherwise, *nicolas G.* reserves the right to cancel the reservation without notice and is free to offer for rental the pre-booked accommodation.

For a stay less than one month, the balance must be paid in full on the day of arrival in the rented accommodation.

For a stay of more than a month, the first month must be paid in full on the day of arrival at the rented accommodation, and then in advance each month according to the timetable set by *nicolas G.* The balance must be paid the last month of the stay.

Any delay in payment will be subject to a late fee equal to 5%. Payment can be made by wire transfer (\$ 50 fee), cash or certified check from a local bank. Payments by wire transfer should be made at least 5 days before the arrival of the tenant and before the beginning of each month, when staying for more than one month.

Services and utilities

nicolas G. is available to its guests during their stay, from 9 am to 12 am and 1:30 pm to 5 pm, in order to respond to their requests and help them make the most of their stay.

Prices include: before and after cleaning, except dishes and household waste. A weekly cleaning is included for stays longer than a week. On request, you may choose a more frequent cleaning service for an additional charge of \$50 each.

On request, *nicolas G.* provides the price of its optional services. To take advantage of the optional services, the tenant must inform *nicolas G.* of his request at least 48 hours in advance.



Arrival and departure times

Check-ins are between 3 pm and 7 pm. Check-outs are between 9 am and 11 am. All check-ins or check-outs made on holidays, weekends, or outside of these hours will be charged an extra \$50. In case of delay of the tenant, without a previous notice of at least 24 hours before the arrival time, *nicolas G.* reserves the right to cancel the reservation without notice and refund. Any rescheduled check-ins at the accommodation, due to tenant delay, will be charged and extra \$50.

Cancellation or changes

For any cancellations, notified by writing, received in less than 30 days before the arrival of the tenant, *nicolas G.* will refund the damage deposit but will retain the reservation deposit.

For any cancellations, notified by writing, received for more than 30 days before the arrival of the tenant, *nicolas G.* will retain a \$60 fee from the reservation deposit. The balance of the reservation deposit and the damage deposit will be refunded.

For any changes in the length of the stay, unless previously agreed by both parties, *nicolas G.* will keep the full amount of the remaining days. For any other changes, *nicolas G.* will retain a \$15 fee each.

If in case of an event beyond its control, in which *nicolas G.* is obligated to modify all or parts of its services, the accommodation or related services not included will not be charged and no compensation will be paid.



Tenant's obligations:

- a. Comply with the terms of delivery and return of the keys agreed with *nicolas G.*
- b. Use the rented accommodation exclusively as a residence. Organization of parties and abusive noise are prohibited and will be ground for an immediate expulsion from the rented accommodation and of a non refund of the damage deposit.
- c. Do not exceed the number of persons associated with the reservation to use the rented accommodation.
- d. Improvements or changes in the rented accommodation are prohibited. Any movement of furniture will be charged \$50 deducted from the damage deposit to put the accommodation in order.
- e. Allow *nicolas G.*, upon notice of at least 24 hours, to conduct periodic inspections during daylight hours to the accommodation to check its condition, and determine the necessary repairs.
- f. Enable the realization of urgent repairs or necessary maintenance in the accommodation.
- g. Communicate to *nicolas G.*, in the shortest possible time any disturbance, usurpation or damage caused to the property.
- h. Do not exceed a reasonable power consumption of 30 kWh per day. The difference will be deducted from the deposit.
- i. Do not use the video on demand of the cable TV.
- j. No smoking is allowed at the accommodation.
- k. No pets are allowed at the accommodation.
- l. To pay the rental rate on time as stipulated in the contract for a stay longer than 1 month.
- m. Wash the dishes and clean the kitchen before vacating the accommodation, leaving no waste. Otherwise \$50 will be deducted from the deposit.
- n. Returning the accommodation in the same condition as it was received.

The contract will be terminated automatically and without delay in case of default by the tenant of any of its obligations.



nicolas G. 's obligations:

- a. Provide the tenant with its chosen accommodation.
- b. Provide a clean accommodation under the appropriate conditions of hygiene and safety.
- c. Receive the tenant the day of arrival in accordance with the previously agreed schedule.
- d. Make optional services available to the tenant and communicate the rates on the request.
- e. Respond effectively to the needs of the tenant in a period no longer than 4 days, or 15 days in case of intervention from the cable TV or internet company.
- f. To be ensured by a final inspection of the accommodation that there are no pending damages attributable to the tenant for the misuse of the accommodation or its furniture.

Responsibility

The tenant waives all recourse for liability or claims against *nicolas G.* or the owner for:

- Late arrival of the tenant at the rented accommodation and transport difficulty.
- Accidents occurring in the accommodation whatever the cause.
- Theft, attempted theft, or any felony or assault, which the tenant may be a victim of in the rented premises.
- Malfunction or interruption of the lifts, water services, electricity, gas, telephone, air conditioning, internet, cable TV, or any computer system, communal service or facility of the building.
- Damage to housing and furniture due to leakage, seepage, moisture or other causes.
- Damage caused by other occupants of the building.
- Noise and other nuisances from outside the rented accommodation.

