

ACCOMMODATION CONTRACT, CONDITIONS AND RESTRICTIONS CLAUSES. HOSTING CONTRACT.

CHAPTER I.

ARBELAEZ ESTRADA S.A.S., which hereinafter and for the purposes of this contract will be referred to as GUARACU HOTELES with its commercial establishments HOSTERIA GUARACÚ RNT 6770 AND CASA HOTEL GUARACÚ RNT 12717, supplies the GUEST with room accommodation service with space and its accessories (consumption in the different areas of the Hotel), by paying the price in force at the time of the provision of the service and in accordance with the different plans offered, said payment must be paid in full before entering the HOTEL.

1. If you wish to POSTPONE the reservation, you must do so in writing through the established format only at least 24 hours before the start of the day of the stay and once this process is authorized, 6 months are granted to resume the reservation without the right to extend this period again or cancellation. In case you want to CANCEL, the minimum period is 48 hours before the start of the stay and once this process is authorized, the full refund will be made within 10 business days following the cancellation. Once the return is made, you will be notified of the payment confirmation. If this period for cancellation or postponement is not met, the total amount paid for the reservation will be charged, unless it is ONLY due to force majeure, death up to the first and second degree of consanguinity, and first degree of affinity, medical incapacity valid only for the person who has it. In a multi-person reserve, disabilities only apply to the disabled person and not to the other persons in the reserve unless they are of the first degree of consanguinity. Disability or death must be proven with a duly certified death and/or disability certificate. Any reservation that is not fulfilled without prior cancellation will generate a charge without exception. Regarding postponements, if the new date has an additional cost or is outside the purchased promotion, the excess must be charged; On the contrary, if the new date has a lower value, no refund will be made.

2. GUARACÚ HOTELES, has the right of retention and pledge over the luggage and property of the GUEST, rights that will be effective for the breach of obligations by the GUEST. In this case, GUARACÚ HOTELES. may retain the aforementioned baggage and goods as a pledge for a period of







30 days, counted from the date of the breach, during which time THE GUEST must cancel all debts with GUARACÚ HOTELES.

3. Beverages, snacks and/or cold cuts are not allowed to enter our facilities and the entry of these will be charged the respective corkage, which will be 50% of the value of the product in our facilities or of the similar product sold in the hotel

4. GUARACÚ HOTELES, is unable to comply with a reservation accepted in writing, as long as there is a prepayment or payment; must obtain accommodation for the GUEST in another establishment with a similar rate, if the rate of GUARACÚ HOTELES is lower, GUARACÚ HOTELES will refund the difference to the GUEST, and if it is higher, it will be assumed by GUARACÚ HOTELES. The decision will always be made by GUARACÚ HOTELES, but it will try to ensure that there are no differences in rates as much as possible.

5. THE GUEST declares to be aware of the rate or prices of GUARACÚ HOTELES, and admits that these may be modified without prior notice.

6. The hotel day is 9.5 p.m., check-in will be at 3:30 p.m., but it can be done earlier as long as GUARACÚ HOTELES is available, the check-out time will be at 1:00 p.m., the next day. Late delivery of the room could incur a penalty of 10% of the value of the rate per person per night per hour or minimum \$60,000 per hour per person, this charge is for each hour that is delayed or fraction thereof.

7. The GUEST accepts and understands that in the room blocks it is not allowed to have music or behaviors that prevent the rest of other guests, therefore, music, parties or others that prevent the rest of others after 10 pm will not be accepted. For this, Guaracú Hotels has

Casa Hotel Guaracú: Being a colonial house adapted to a hotel, the bar service is until 10 pm and the stay at tables in the wet area and restaurant, until 12 at night. The park and the music and bar establishments of Santa Fe de Antioquia are available for those who want a different atmosphere

Hosteria Guaracú: There is a pool area to listen to music

Likewise, personal loudspeakers in the pool area, while there is music from the HOTEL, must be at a moderate volume and only for personal use, without disturbing or disturbing other tables or guests







8. THE GUEST shall be liable for even slight fault of his/her obligations and those of his/her companions. Any unregistered person who makes use of the accommodation exclusively reserved for the guest, must register and pay a surcharge of 100% of the current price.

9. The GUEST must behave in a decent manner and dress appropriately. GUARACÚ HOTELES, will refrain from providing its services, when the accompaniment or clothing of the GUEST is not adequate.

10. The GUEST admits that the practice of sports, physical exercises, use of instruments, tools and in general any activity that involves a risk, are the responsibility of the GUEST.

11. The GUEST undertakes to use the furniture and equipment in general in an appropriate manner, keeping them in the condition in which they are, and therefore will be liable for any loss or damage to the elements of GUARACÚ HOTELES and objects or goods in their custody for cause attributed to the GUEST or their dependents, it will recognize the price set by GUARACÚ HOTELES.

12. The GUEST acknowledges the authority of the manager of GUARACÚ HOTELES, in case of controversy or conflict, as well as the right of inspection and surveillance of the officials of GUARACÚ HOTELES, to guarantee the proper use of the housing units and common use. This right will be exercised in a reasonable manner, including the right to search the room when, in the opinion of the manager of ARBELAEZ ESTRADA S.A.S., he or she deems it necessary, the GUEST in turn undertakes to observe the schedules and rules set by GUARACÚ HOTELES for the provision of its services and to facilitate access to its employees for routine work in the room.

13. THE GUEST must always respect the members of GUARACÚ HOTELES, as well as the other GUESTS without prejudice to their stay there, under penalty of being removed by the Police authorities.

<u>Termination of contract The accommodation contract ends</u>: 1. Due to the expiration of the agreed term. 2. For breach of any of the obligations of the parties. The GUEST's failure to comply does not exonerate him from the payment of the full price for the agreed term. 3. When the contract is entered into on a day-to-day basis, that is, when it is not expressly stated on the Accommodation Registration Card, the term of stay at GUARACÚ HOTELES will be the expiration of the hotel day. 4. When the contract is for a fixed term, it will end with the expiration of the contract, in which case GUARACÚ HOTELES will be able to dispose of the room, in case of early termination THE GUEST must pay the rate corresponding to the full term. TERMINATION CONTROVERSY. If a dispute arises between the







GUEST and GUARACÚ HOTELES, regarding the termination of the contract, the HOTEL, in addition to the suspension of the service, will take all the necessary measures so that the GUEST can dispose of his/her luggage and personal belongings or will transfer them to a safe and adequate warehouse without responsibility of GUARACÚ HOTELES.

14. GUARACÚ HOTELES, reserves the right of admission.

15. AUTHORISATION FOR THE PROCESSING OF PERSONAL DATA

I declare that I have been informed:

That ARBELAEZ ESTRADA SAS. From now on, "GUARACÚ HOTELES" will act directly or through third parties as the person responsible for the processing of my personal data and has made available to me the email reservas@guaracu.com.co and the customer service offices for the attention of requirements related to the processing of my personal data and the exercise of the rights mentioned in this authorization.

Therefore, I AUTHORIZE the hotel to collect, store, use, circulate, delete and, in general, process my personal data, in accordance with the terms of Law 1581 of 2012, so that such processing is carried out for commercial purposes. Please see our data processing policy at <u>www.guaracu.om.co</u>

Proof of contract. The lodging contract is proven by means of the Hotel Registry issued by GUARACÚ HOTELES once the necessary data has been confirmed and accepted by the GUEST, which states that he/she adheres to the stipulations contained herein. THE GUEST expressly accepts that the liquidated sum of money that appears on the invoice is enforceable.

GUARACÚ HOTELES, is obliged by Migration Colombia and the Ministry of National Defense to keep a register of guests, so it is essential to physically present the respective identity document to the receptionist on duty. IF REGISTERING WITH MINORS must be staying with a parent and proof by means of the birth registry, or in the company of a responsible adult duly authorized by means of a notarized document signed by at least one of the minor's parents, a copy of the authorization must be given at the time of check-in, as well as the identity card or copy of the minor's civil registry

Minors must always be accompanied by their parents or legal guardian or authorized adult in all Hotel facilities, including common areas and rooms







16. Liability for loss If the GUEST does not deliver to GUARACÚ HOTELES the objects that the GUEST wishes to be safeguarded, the HOTEL is exonerated from all responsibility, in case of loss of valuables such as: jewelry, cameras, money, luggage or utensils that remain in the room or common areas, in any case it will always be the responsibility of the GUEST to keep their belongings.

The objects forgotten by the client will be kept in our hotel for 3 months after the end of the stay, after which they will be donated or destroyed as the case may be if they are claimed from us.

To request a lost item within 3 months, you must contact our reservations area or the hotel reception and make the request, which will take up to 5 business days. After this date the object will be delivered to the hotel or to an address in the city of Medellin owned by the hotel for pick-up, if shipping is required outside the city, it must be incurred by the client. Any news regarding the object will be reported to the customer within the same business days

17. Compliance with the pet policy is mandatory. Damages incurred by pets are the responsibility of the reservation holder and apply as damage caused by the GUEST

18. If you have special needs, reduced mobility, allergies among others, please inform us at the time of booking so that we can adjust our services to your needs. Failure to report this could result in not being able to provide the service properly

TERMS AND RESTRICTIONS CLAUSES.

CHAPTER II.

- 1. The guest is obliged to take GUARACÚ HOTELES, on the days contracted with the establishment.
- 2. If you wish to stay an additional night, you must validate availability with GUARACÚ HOTELES and pay the price set by the GUARACÚ HOTELES at that time.
- 3. The guest is obliged to pay the entire reservation before entering the HOTEL.







- 4. The guest is not allowed to enter the HOTEL under the influence of alcohol or psychotropic substances, as long as these effects cause harm to the staff of GUARACÚ HOTELES or other guests.
- 5. The right of retention will operate if, due to extraneous reasons, the guest has not paid the full value of the accommodation and has still enjoyed the facilities of GUARACÚ HOTELES.
- 6. GUARACÚ HOTELES, will not make refunds of monies paid if the guest has to leave before the end of the time in the facilities.
- 7. GUARACÚ HOTELES, may separate the guest from the facilities if it observes this bad behavior.
- 8. The guest must always respect the schedule assigned by GUARACÚ HOTELES for the provision of its services.



