

## ACCOMMODATION CONTRACT OF HAB HOTEL "HAB SAS"

This contract is for adhesion and contains the rights and obligations of both THE HOTEL and THE GUEST, taking into account the provisions of articles 1192 and following of the Commercial Code and the provisions of Law 300 of 1996, the regulations that add complement and modify. Therefore, THE PARTIES adhere to its terms, which are set forth in the following clauses. All the information is provided jointly, for which the consumer's duty of information enshrined in number 2.1 of article 3 of Law 1480 of 2011 -Consumer Statute- is highlighted.

**FIRST. OBJECT.** By virtue of this contract, the company HAB S.A.S. identified with NIT.900.470.885-1, who for all purposes derived from this contract will be called THE HOTEL will provide accommodation to THE GUEST in the room and its accessories, in exchange for a price, for the number of days and with the specifications indicated in the Hotel Registration Card, in accordance with the provisions of article 81 of Law 300 of 1996. Likewise, in the corresponding hotel registration card THE HOTEL will fill out the data of each GUEST. The lodging, in no circumstance, will be for a term greater than thirty (30) consecutive days. THE HOTEL may make room changes if THE GUEST accepts it and it is an accommodation of equal or better conditions, or in the event of a fortuitous event or force majeure. The time of entry or check-in is from 3:00 P.M. (15.00 hours) on the day of arrival and the time of departure or check-out is until 12:00 P.M. of the day of departure. Early entry or departure after the indicated time will be subject to availability and the GUEST must pay a value for said service. The total price of the reserved accommodation will be charged regardless of the time that the GUEST actually stays at THE HOTEL. In this sense, partial use causes the payment of the full rate. The provision of the services object of the contract and those complementary offered by THE HOTEL will be subject to availability and schedules, shifts or physical stock of supplies, goods, facilities or spaces for it.

**SECOND. PRICE.** The price of this contract corresponds to the fee per night that THE GUEST undertakes to pay and which amounts to the amount indicated on the Hotel Registration Card, which, in turn, corresponds to that indicated in the reservation made, all which will be described in the corresponding invoice, unless the reservation has been made and paid through a travel agency or any other intermediary, in which case the rate will be the one agreed directly with the agency, which may be confidential and not communicable to the GUEST. The GUEST must also pay all charges for food, beverages, laundry and in general for all those additional services to the accommodation that are provided and are not included in the offered rate. THE GUEST declares that he has been informed of the rates for accommodation and that he has accepted them consciously and voluntarily. In the same way, it has obtained information about the prices of additional services to accommodation. Failure to comply with the agreed payment will generate interest on arrears at the GUEST's expense at the maximum legal rate allowed by the Financial Superintendence of Colombia.

**FIRST PARAGRAPH. EXPRESS AUTHORIZATION FOR NON-PRESENTIAL CHARGES.** The hotel may make non-face-to-face charges to GUESTS who leave a credit card as a guarantee at check-in, in cases where it is evident that the GUEST left the HOTEL without paying any invoice for any service provided or product sold. ; and/or in cases where the GUEST has left without checking-out.

**THIRD. DURATION.** This contract will have as a start date the day of purchase and as an end date, the one in which THE GUEST's departure has been established with peace and payment of all the services provided and the obligations that have been generated to your position.

**QUARTER. CUSTODY OF MONEY AND OBJECTS OF VALUE.** In accordance with article 1195 of the Commercial Code, THE GUEST may deliver money and valuables to the HOTEL under receipt for its custody. For this purpose, the delivery must be made before the official designated by the HOTEL and a record must necessarily be drawn up where the money or objects delivered are related. The responsibility of the HOTEL will be that of the depositary, in the terms of article 1196 of the Commercial Code. Valuables such as jewelry, cameras, money, computers, cell phones, equipment or utensils that remain in the room or service areas other than those that the HOTEL has for deposit, will be under the sole risk of the GUEST since in this case the HOTEL does not assume any responsibility, in case of loss or deterioration.

**FIFTH. OBLIGATIONS OF THE HOTEL.** The obligations of THE HOTEL are the following:

5.1. Provide the service offered and that is the object of this contract, under the conditions of quality and suitability offered and those legally required.

5.2. Attend, receive, process and respond to the suggestions, complaints or claims presented by THE GUEST. The petitions, complaints or claims that are received will be dealt with in accordance with the procedure established in Law 1480 of 2011 -Consumer Statute- and the HOTEL's Terms and Conditions, which may be reviewed on the HOTEL's website. [www.habhotel.co](http://www.habhotel.co)

5.3. Not intervene in the legitimate use that THE GUEST makes of the room, except in the case of general daily cleaning and arrangement, or urgent and necessary repairs to guarantee the rights of THE GUEST.

5.5. Issue to THE GUEST the corresponding receipts for the provision of services and receipt of money.

5.6. The others that by ministry of law are applicable.

5.7. Treat the personal data of THE GUEST confidentially. The terms and conditions for the processing of personal data can be consulted on the HOTEL's website. [www.habhotel.co](http://www.habhotel.co)

5.8. Inform the GUEST that according to article 17 of Law 679 of 2001, the exploitation and sexual abuse of minors in the country are criminally and administratively sanctioned, in accordance with current laws.

**SIXTH. OBLIGATIONS OF THE GUEST.** The obligations of THE GUEST are those that are stated below, without prejudice to all those that due to the nature of the contract are required:

6.1. Identify yourself to register at the HOTEL with a suitable identity document, presenting your citizenship card if you are Colombian or your passport or relevant document if you are a foreigner. For minors, a valid identification document must be presented and minors must be accompanied by their legal representative or an adult empowered to act as their representative.

6.2. Learn about the characteristics of the services offered, as well as the terms indicated in the liability clause, which are an integral part of this contract.

6.3. Cancel in the agreed and timely manner the value of the lodging, of the additional services plus the corresponding taxes.

6.4. THE GUEST acknowledges and accepts that the invoice issued on the occasion of the provision of all the services of THE HOTEL constitutes executive merit and prior communication is not required for the constitution in default. The client will give HAB a valid e-mail to send the electronic invoice.

6.5. Maintain appropriate conduct, which does not under any circumstances threaten the life, dignity, integrity of other guests, neighbors and HOTEL collaborators. This duty of conduct and is extended to the goods that are inside the HOTEL and surrounding areas. In the event that THE GUEST causes any damage to the property of the HOTEL and/or third parties, they will be exclusively and solely responsible for all the damage caused, both material and moral.

6.6. Register at the reception of the HOTEL all the companions or guests and pay the corresponding fee or value for each of them.

6.7. Maintain the number of people authorized to enter the room. In the event that THE GUEST enters someone additional to the previously informed companions, they must immediately notify THE HOTEL, with whom they will handle the additional price for the additional occupants as long as THE HOTEL consents to it. The foregoing, without prejudice to the right of THE HOTEL to terminate the contract for non-compliance, immediately, without refund of any sum. THE GUEST shall refrain from holding parties or meetings in his room, unless a prior agreement has been reached with THE HOTEL and express, written authorization has been granted and a rate has been set for said case.

6.8. THE GUEST acknowledges that the practice of sports, physical exercises, use of instruments or tools and in general any activity that represents a risk or that can be considered as dangerous activity, will be his decision, under his exclusive responsibility and implies that THE GUEST has the skills and knowledge that allows you to assume such risks, exonerating THE HOTEL and its officers or employees from any liability in the event of any damage or injury.

6.9. Use the belongings, equipment and, in general, all the accessories available at THE HOTEL in an appropriate manner, keeping them in the state in which they are found. THE GUEST must deliver the room in the same conditions in which it was delivered. THE GUEST will be responsible for the damages and breakdowns suffered by the property of THE HOTEL and which are generated due to the negligence of THE GUEST and his lack of care for them. THE GUEST will pay the value of the property that has been totally or partially damaged and no type of account crossing will be made. In such case, by signing this document THE GUEST expressly and irrevocably authorizes the HOTEL to charge the respective costs or expenses to their credit card.

6.10. Allow THE HOTEL the right to inspect and/or monitor the room. This right will be exercised in a reasonable manner and includes the power to enter or search the room when, in the opinion of THE HOTEL, it is necessary.

6.11. THE GUEST will be solely and exclusively responsible for paying the fines that may eventually be imposed by the administrative authorities when rules of coexistence and the Police Code are violated, among others. In this way, THE HOTEL does not assume any responsibility and is totally exonerated in the face of these circumstances.

6.12. Allow employees and officials of THE HOTEL access for routine tasks and cleaning of the room.

6.13. Do not carry out works or repairs in any installation of the HOTEL, as these are the exclusive responsibility of THE HOTEL. In the event that THE GUEST observes any deterioration or breakdown in the property, he must notify THE HOTEL immediately so that it can intervene as soon as possible. THE GUEST is prohibited from carrying out repairs directly or contracting such repairs with third parties, under penalty of assuming the damages caused thereby. In no case will THE HOTEL reimburse repairs made by THE GUEST.

6.14. This contract is not subject to assignment by THE GUEST, unless there is express and written acceptance by THE HOTEL.

6.15. It is the responsibility of THE GUEST to find out about the environmental conditions of the place where the HOTEL is located, so THE GUEST must take all the measures that are useful to take care of their health, such as the use of medications that have been prescribed for them. formulated, etc

6.16. The sexual tourism of minors and the practice of activities within the HOTEL that are directly or indirectly related to said crime are prohibited.

6.17. The GUEST will refrain from smoking in the HOTEL facilities, whether they are common areas or their room; in case of contempt, the client authorizes the HOTEL to apply a fine as a penalty; In the case of persisting in the conduct, the GUEST must pay the value of the invoice at his own expense and the accommodation contract will be terminated.

**SEVENTH. TERMINATION OF THE CONTRACT.** The accommodation contract will end in the following events:

i) Due to expiration of the agreed term; ii) By mutual agreement between the parties; iii) the contract may be terminated in advance due to the breach of THE GUEST of any of its obligations such as the due payment of the services provided, breach of the obligations stipulated herein and derived from the nature of the contract, among others; iii) for conduct by THE GUEST that threatens life, safety, personal integrity or that of third parties and that generates potential damage or specific losses to persons and property of THE HOTEL and/or third parties.

**FIRST PARAGRAPH.** In all events in which the termination of the contract occurs due to a breach by THE GUEST, THE HOTEL may demand full payment for the services provided and will not return any money that has been previously paid for accommodation or any other concept.

**SECOND PARAGRAPH.** Once the contract is terminated, THE HOTEL may freely dispose of the room.

**EIGHTH. DESTINATION AND USE OF THE PROPERTY.** THE HOTEL rents the room exclusively under the tourist accommodation modality, and the use of the property for different purposes is prohibited. Additionally, the use of the room for the development of activities related to drug trafficking, money laundering, illicit businesses and other illegal activities is prohibited.

**NINTH. SEVERABILITY OF CLAUSES.** In the event that any of the clauses contained in this contract is declared ineffective or invalid, it will be excluded from the contract without the other clauses being affected and therefore, the fulfillment of the contract will be maintained in the same terms except in what regarding the clause declared ineffective and/or invalid.

#### **TENTH. DECLARATION OF CONTRACTUAL AND EXTRA-CONTRACTUAL CIVIL LIABILITY – USER COMMITMENT LETTER**

10.1 VOLUNTARY PARTICIPATION. The undersigned user (GUEST) of the HOTEL declares that with my signature on the HOTEL entry registration form I have received, read, understood and accepted the regulations, procedures and information on the conditions of use of the facilities, services, products, amenities, annexes and other HOTEL teams (hereinafter Teams).

10.2 RISK OF THE ACTIVITY. I know, assume and accept all the risks associated with the use of the services or equipment of the HOTEL, but not limited to falls and accidents, illnesses and even injuries or death, generated among other reasons, by my medical or clinical history, by contact with other users, dehydration, the

consequences of the weather, such as temperature and/or humidity, vehicular traffic, and in general all risks that I declare known and valued by me, because the activities will be under my control and exclusive execution as Responsible user.

10.3 PHYSICAL CONDITION AND CAPACITY. I am in perfect physical, mental and health condition and I do not suffer from any illness, injury and/or disability and/or condition that disables me from using the equipment. I am fully aware that if on the date of use of the HOTEL equipment or services I present any of the following conditions, I will not be able to use them: pregnancy, drunkenness, under the effect of psychoactive substances, heart disease, respiratory, muscular, bone diseases, use of crutches, casts and/or prostheses and all those conditions that disable the use of the equipment on my part.

10.4 PRUDENCE AND RESPONSIBILITY. I undertake to adopt the measures that prudence advises to avoid damage to myself or others to people and property derived from the use of the Equipment by me.

10.5 KNOWLEDGE, ACCEPTANCE AND INDEMNITY. Having read this declaration, knowing these facts and considering that I accept them by the fact of using the Equipment; Acting on my own behalf and/or on my behalf and/or on behalf of my minor children, I release and leave THE HOTEL harmless and I withdraw from any administrative or judicial action and exonerate THE HOTEL, its owners, administrators, operators, workers and other natural or legal persons linked to it, their representatives and successors, from any claim or liability of any kind arising from my use of the Equipment or the people in my charge.

10.6 CUSTODY AND CARE. The Equipment will remain under the responsibility of the GUEST during the loan period, committing to its care and surveillance during the entirety of said period. The GUEST declares that he has received the Equipment in perfect working order and operability, with its components, parts and complete accessories. The GUEST is expressly prohibited from lending, renting or transferring the equipment to third parties.

10.7 NO RESPONSIBILITY OF THE HOTEL. The GUEST must comply with the minimum and mandatory standards of individual security. In accordance with the foregoing, it is noted:

10.7.1 THE HOTEL is not responsible for accidents, falls, blows, injuries or death that occur during the use of the equipment or for events subsequent to it as a result of acrobatics, incidents and activities that it irresponsibly carries out. the GUEST, given that the use of the Equipment requires a certain level of care and physical demands, therefore THE HOTEL is not responsible for any eventuality since the information on the rules of use of the equipment within the HOTEL was previously communicated, known and accepted by the GUEST.

10.7.2. THE HOTEL is not responsible for medication expenses, medical, hospital, surgical fees, medical and/or labor disabilities, nor for compensation and damages due to accidents, falls, blows, injuries suffered by the GUEST due to the use of the Equipment. and after this, as well as in case of death of the GUEST; THE HOTEL is not responsible for funeral expenses or transfers or any expenses.

10.7.3 THE HOTEL is not responsible for personal belongings of the users in the HOTEL facilities, departures and arrivals, as well as luggage and other belongings of the GUEST, which must be under strict care and permanent surveillance of each of the the guests.

## **ELEVENTH. COMMITMENT TO THE ENVIRONMENT**

11.1 THE GUEST must ensure compliance with the current provisions on environmental matters and the conservation of natural resources, avoiding any activity of their own and/or their dependents that causes deterioration to the Environment. For its part, THE HOTEL must promote the conservation of natural areas effectively, which implies the preservation of biodiversity, in a way that helps its sustainability and ecological integrity.

11.2 The PARTIES shall promote respect for the natural resources and human communities, not only in the area visited, but in any other natural space.

11.3 The PARTIES shall protect the fauna and flora. The GUEST understands that the extraction or damage of wild plants or animals inside or outside the HOTEL, the commercialization of wild plants or animals, the introduction of species of fauna and flora and feeding wild animals is prohibited.

11.4 The GUEST must use products that do not contain environmental contraindications and limit the use of disposable, non-recyclable or non-biodegradable products as much as possible.

- 11.5 THE GUEST must respect the landscape elements of the hotel and its surroundings.
- 11.6 The GUEST must deposit all kinds of waste only in the places expressly provided for it.
- 11.7 The GUEST must enjoy the ecotourism activities in the infrastructure and spaces provided for this purpose.
- 11.8 The PARTIES must protect the maximum water resources within the HOTEL facilities as well as the one that surrounds it.
- 11.9 The GUEST must keep the HOTEL harmless and indemnify it for expenses, fees, interest payments, fines or other judicial or administrative sanctions in relation to the investigation or defense in a lawsuit or other judicial or administrative legal proceeding initiated against the HOTEL, which arises from acts or omissions by the GUEST or persons under his charge, related to any kind of damage caused to the Environment. The GUEST will be fully responsible for each and every one of the damages, deterioration, losses and losses caused to natural resources and the Environment.
- 11.10 The following behaviors are prohibited, among others and not exclusively:
- 11.10.1 Smoking in the common areas of the HOTEL or in the rooms.
- 11.10.2 The dumping, introduction, distribution, use or abandonment of toxic or polluting substances that may disturb ecosystems or cause damage to them.
- 11.10.3 Cut down, undermine, thin out.
- 11.10.4 Make any kind of burning / fire in the HOTEL or its surroundings.
- 11.10.5 Carry out excavations and felling of any kind.
- 11.10.6 Cause damage to the constituent values of the area.
- 11.10.7 Throw or deposit rubbish, waste or residues in places not authorized for it or incinerate them.
- 11.10.8 Produce noise in proportions that affect the natural environment.

**ELEVENTH. DECLARATION OF ORIGIN OF FUNDS.** In accordance with Colombian laws, as well as applicable international regulations, I allow myself to make the following declarations about the source and origin of funds and legal activities: 1. I declare that my assets and resources come from legal activities, in accordance with Colombian regulations. 2. That I will not allow third parties to make deposits in my (our) accounts with funds from illicit activities contemplated in the Colombian Penal Code or in any other regulation that adds it; nor will I carry out transactions intended for such activities or in favor of persons related to them. 3. That all the activities and income that I receive (we receive) come from lawful activities. 4. That I am not on any international reporting list or blocked for drug trafficking activities, financing of terrorism, corruption, money laundering, or crimes associated with sexual tourism in minors. 5. That no proceedings are brought against me in national or international instances for any of the above aspects. 6. I authorize to terminate any agreement, benefit, subsidy, business or contract entered into with the Hotel, HAB S.A.S., or any of its chapters in case of infraction of any of the numerals contained in this document, exempting the entity from any responsibility that may be derives from erroneous, false or inaccurate information that you have provided in this document, or from the violation of it.

Under the gravity of oath, I declare that the data set forth herein obeys reality, for which I declare that I have read, understood and accepted this document.

The HOTEL HAB SAS as responsible for the treatment can be contacted for everything pertinent to the phone 318 547 9611 or to the email address [reservas@habhotel.co](mailto:reservas@habhotel.co)