**PIED-À-TERRE AT CASITAS APARICIO**

**NEW MEMBER’S VERIFICATION STATEMENT**

1. I UNDERSTAND THAT I HAVE PURCHASED \_\_\_\_\_\_\_ REGISTERED 30-NIGHTS INTERVAL PER YEAR IN CASITA NO. \_\_\_\_\_\_ FOR THE MONTH(S) OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WHICH RUNS FROM THE \_\_\_\_\_TH OF THE MONTH PURCHASED, THROUGH THE \_\_\_\_\_TH OF THE FOLLOWING MONTH. THE INITIAL TERM OF MY AGREEMENT IS FOR 25 YEARS, RENEWABLE AT MY OPTION FOR THREE 25-YEAR INCREMENTS UP TO A TOTAL OF 100 YEARS INCLUDING THE INITIAL 25-YEAR PERIOD. AT THE TIME OF EACH RENEWAL, I WILL PAY A RENEWAL FEE EQUIVALENT TO FIVE THEN RECURRING MEMBERSHIP FEES FOR EACH REGISTERED 30-NIGHTS INTERVAL MAY BE USED BY MEMBER, MEMBER’S FAMILY, GUESTS AND RENTERS.
2. I UNDERSTAND THAT MY FULLY FURNISHED UNIT CONTAINS \_\_\_\_\_\_ BEDROOM(S), \_\_\_\_\_\_ BATHS, AND A FULLY FURNISHED KITCHEN.
3. I UNDERSTAND THAT ALL MEMBER-PROCURED RESERVATIONS MUST BE HANDLED THROUGH THE JYPK MANAGEMENT AT NO COST TO MEMBER. MEMBER WILL MAKE ALL MEMBER-GENERATED RESERVATIONS PERSONALLY. RESERVATIONS FROM MEMBERS WILL NOT BE ACCEPTED THROUGH BRICK AND MORTAR TRAVEL AGENCIES, ONLINE TRAVEL AGENCIES, WHOLESALE AGENCIES OR OTHER THIRD PARTIES, UNLESS SUCH RESERVATIONS ARE MADE BY THE COMPANY AT A 15% COMMISSION NET OF ANY FEES, TAXES OR CHARGES ASSESSED BY THIRD PARTY RENTAL ENTITIES. MEMBER WILL SEND TO JYPK MANAGEMENT AN EMAIL AT [CONTACT@PIEDATERRE-SANMIGUEL.COM](mailto:CONTACT@PIEDATERRE-SANMIGUEL.COM) FOR ANY RENTER OR GUEST (NOT ACCOMPANIED BY MEMBER) BEFORE THE ARRIVAL AT THE PROPERTY.
4. I UNDERSTAND THAT I HAVE THE OPTION TO SECURE RENTAL SERVICES THROUGH JYPK MANAGEMENT, RENTALS AND SALES. THE COMPANY RESERVES THE SOLE DISCRETION IN ALL MATTERS RELATING TO FUTURE RENTAL SERVICES PROVIDED THROUGH JYPK PROPERTY MANAGEMENT AND RENTAL COMPANY, INCLUDING SUBSTITUTION OF A DIFFERENT PROPERTY MANAGEMENT AND RENTAL COMPANY IN THE FUTURE.
5. I UNDERSTAND THAT NET RENTAL INCOME PAID TO MEMBER, IF APPLICABLE, SHALL BE PAID TO MEMBER BY JYPK MANAGEMENT ON THE 15TH DAY OF THE MONTH FOLLOWING THE MONTH OF RENTAL OCCUPANCY. NET RENTAL INCOME WILL BE FIRST APPLIED TO UNPAID FEES DUE FROM MEMBER, IF APPLICABLE, BEFORE BALANCE IS REMITTED TO MEMBER.
6. I UNDERSTAND THAT I HAVE THE FOLLOWING THREE OCCUPANCY OPTIONS REERENCED BELOW:
7. OCCUPY MY UNIT FOR ALL OR PART OF THE 30-NIGHTS INTERVAL ASSIGNED TO ME (INCLUDES FAMILY, GUESTS AND MEMBER-GENERATED RENTALS).
8. AUTHORIZE THE COMPANY TO RENT MY PROPERTY FOR THE DAYS SPECIFIED BY ME ON A BEST EFFORTS BASIS THROUGH THE OTA’S (ONLINE TRAVEL AGENCIES), THE PIED-À-TERRE WEBSITE AT [WWW.PIEDATERRE-SANMIGUEL.COM](http://www.piedaterre-sanmiguel.com), RETURNING GUESTS, AND OTHER MEMBERS.
9. LEAVE MY UNIT UNOCCUPIED FOR THE MONTH ASSIGNED TO ME.
10. I UNDERSTAND AND AGREE THAT ACCRUAL OF MONTHS IS NOT PERMITTED.
11. I UNDERSTAND THAT, CONTINGENCY ON SPACE AND AVAILABILITY, I HAVE THE RIGHT TO RENT ADDITIONAL NIGHTS AT A RATE 20% LOWER THAN THE LOWEST POSTED RACK RATE POSTED ON THE PIED-À-TERRE WEBSITE [WWW.PIEDATERRE-SANMIGUEL.COM](http://www.piedaterre-sanmiguel.com).
12. I UNDERSTAND THAT COMPANY MAKES NO GUARANTEE ON RENTAL OF MEMBER’S MONTH OR RESALE OF MEMBER’S OCCUPANCY AGREEMENT, AND ANY ACTIONS ON THE PART OF THE COMPANY WILL BE PERFORMED ON A BEST EFFORTS BASIS.
13. I UNDERSTAND A MASTER EXCLUSIVE OCCUPANCY AGREEMENT (A COPY WHICH IS PROVIDED TO ME) WILL BE RECORDED BEFORE PROCURADURIA FEDERAL DEL CONSUMIDOR, CONTAINING A MASTER RECORDING NUMBER, EVIDENCING CONSTRUCTIVE NOTICE TO THE PUBLIC OF THE TERMS AND CONDITIONS THAT BIND THE MEMBERSHIP AGREEMENT.
14. I UNDERSTAND THAT PAYMENT FOR THE PURCHASE OF A MEMBERSHIP(S) MAY BE PAID IN USD OR CRYPTOCURRENCY, ACCEPTABLE TO THE COMPANY AT THE TIME THE AGREEMENT IS SIGNED.
15. I UNDERSTAND THAT I WILL PAY AN ANNUAL OPERATING AND MAINTENANCE FEE EQUAL TO 1/60TH OF THE THEN PREVAILING OPERATING AND MAINTENANCE FEE CALCULATED IN ACCORDANCE OF PROVISION NO. 3 OF THE AGREEMENT, PLUS A RESERVE POR PERSONAL PROPERTY FEE EVERY FIVE YEARS (INCLUDES PERSONAL PROPERTY AND EXTERIOR), EQUIVALENT TO ONE THEN PREVAILING MAINTENANCE FEE PER REGISTERED OCCUPANCY MONTH OWNED.
16. I UNDERSTAND AND RECOGNIZE THAT I HAVE SIGNED THIS AGREEMENT ON MY OWN FREE WILL AND VOLITION, AND HAVE NOT RECEIVED OR RELIED ON ANY PROMISE, ORDER OR INDUCEMENT OF ANY KIND, ORAL OR WRITTEN NOT SET FORTH IN THIS AGREEMENT.
17. I UNDERSTAND THAT THE COMPANY MAY ENFORCE SPECIFIC PERFORMANCE OF THE TERMS IN THIS AGREEMENT.

I HAVE READ AND UNDERSTOOD THE FULL AGREEMENT FOR EXCLUSIVE OCCUPANCY RIGHTS, NEW MEMBER’S VERIFICATION STATEMENT AND THE CURRENT GUEST POLICY. THE PURCHASE OF MY 30-NIGHTS INTERVAL OCCUPANCY AGREEMENT PERTAINS TO PIED-À-TERRE NO. MONTH \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AND OCCUPANCY DATES \_\_\_\_\_THROUGH THE \_\_\_\_\_.

THIS AGREEMENT IS AN INTEGRAL PART OF THE AGREEMENT FOR EXCLUSIVE OCCUPANCY RIGHTS.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021.

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APRICUS CORPORATION JONATHAN YAMAUCHI – CEO

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