

Alexandra Bruin Earl

Yoga & Meditation



Terms and Conditions for Reservation

The Group Leader/Planner, Alexandra Earl, accepts bookings from Retreat Participants on the following conditions: The Retreat Participant will take full responsibility for all coordination and payments of the named retreat.

Capacity and Room Type

Xinalani Room Types

- Deluxe Room Open Air - 1 King Bed
- Eco Chic Suite w AC - 1 King Bed
- Beach Casita w AC - 1 King Bed
- Eco Chic Suite Open Air - 1 King Bed
- Big Palapa - 1 Twin Bed in Shared Room

*All rooms at Xinalani are intended for single or double occupancy.

Mixto Room Types:

- Penthouse - 1 King Bed and 2 Twin Beds or 4 Twin Beds
- Beach Room - 1 King Bed and 1 Twin Bed or 3 Twin Beds

*All rooms at Mixto are intended for single, double or triple occupancy. The Penthouses can accommodate quadruple occupancy upon request the King Bed will be split into 2 Twin Beds.

Rates

Rates per 7 night retreat per person are expressed in USD. The rates include three meals per day (breakfast, lunch, and dinner) kayaks, snorkeling equipment, and boogie boards, and all taxes.

Gratuities and flights to/from Puerto Vallarta Airport are NOT included.

Room Rates:

Xinalani Room Rates:

- Deluxe Room Open Air - 1 King Bed
 - Single Occupancy - \$2580
 - Double Occupancy - \$1845
- Eco Chic Suite w AC - 1 King Bed
 - Single Occupancy - \$4225
 - Double Occupancy - \$2668
- Beach Casita w AC - 1 King Bed
 - Single Occupancy - \$4785
 - Double Occupancy - \$2948
- Eco Chic Suite Open Air - 1 King Bed
 - Single Occupancy - \$3945
 - Double Occupancy - \$2528
- Big Palapa - 1 Twin Bed in Shared Room
 - Single Occupancy - \$1635

Deluxe Room w AC - 1 King Bed

Single Occupancy - \$2860

Double Occupancy - \$1985

Mixto Room Rates:

Penthouse - 1 King Bed and 2 Twin Beds or 4 Twin Beds

Single Occupancy - \$4225

Double Occupancy - \$2685

Triple Occupancy - \$2174

Quadruple Occupancy - \$1915

Beach Room - 1 King Bed and 1 Twin Bed or 3 Twin Beds

Single Occupancy - \$2860

Double Occupancy - \$2006

Triple Occupancy - \$1719

Individual Prorates

Should a group participant wish to attend the group retreat for a stay shorter than the retreat dates listed above, they will need to pay for the 7 nights stay, as we will not be able to sell the unoccupied nights.

Price and Gratuities

The price quoted for any stay in Xinalani/Mixto covers the selected accommodation, 3 meals per day taken in the dining room according to the documented meals schedule (see menu), all taxes and the use of all Xinalani/Mixto facilities.

The Shuttle Service is required for participants and is included in the price.

All other goods and services such as spa treatments, excursions, tours, and bar drinks will be charged separately to each guest's individual room account.

Although optional, staff gratuities are very important in Mexico and are welcome by cash only and should be handed to the front desk at check-out; they will be distributed among the staff. Recommended gratuity per guest is \$15-\$20 USD per night spent at Xinalani/Mixto.

Individual Accounts

Separate individual accounts will be established at check-in for all guests to cover all incidental charges to their rooms not covered by the group master account. All guests, before departure from the resort, must settle individual accounts.

Initial Booking Deposit

All prices in this contract are stated in American Dollars USD.

A non-refundable deposit is due at the signature of this contract to confirm a reservation at Xinalani/Mixto.

Deposit Amount = \$500 USD per person 12 years+

Payment Calendar

- a) The initial deposit as listed under "Initial Booking Deposit" is due within 72 hours of room availability confirmation, and upon receiving the 'Retreat Registration Confirmation' email. If the deposit is not received within **72 hours**, Alexandra Earl reserves the right to cancel the registration. In the case of two or more guests wanting to book the same room, the guest who puts down the deposit first will be able to book.
- b) **Partial Payment or the entire Remaining Balance must be paid on or before December 29, 2023 (120 days before arrival):**
Remaining Balance = room rate per person less deposit (\$500)
- c) Partial Payment: 50% of the remaining balance is due no later than **December 29, 2023** (120 days before arrival).
- d) Final Payment: Final remaining balance is due no later than **March 16, 2024** (6 weeks before scheduled arrival).
- e) If possible, full payment of the entire remaining balance is appreciated by February 1, 2024 to help Alexandra Earl cover the cost of the payments due by her to Xinalani/Mixto.

If applicable, all bank transfers fees and/or credit card fees will be paid by the Retreat Participant.

All payments must be made on the agreed schedule. If for any reason, the Retreat Participant delays any payment by more than 10 business days, Alexandra Earl reserves the right to cancel the reservation and all monies received from the Participant are non-refundable.

Payments

Payments should be made via cash, check or via Zelle at associated e-mail address: alexandra.bruin@gmail.com

Credit card

Payments can also be made by credit card (Mastercard, Visa, Discover); additional fees of 3% will apply to the reservation payments made through credit card. Call or email Alexandra at +1-480-406-0229 or alexandra.bruin@gmail.com directly for more information on how to submit credit card payment.

Cancellation Policy

All monies received from the Participant are non-refundable. In the event of a cancellation made within 90 days of registering, or prior to registering, they will be credited minus a 30% administrative fee to the Participant. No credit is available if the Retreat Participant cancels after 90 days from the date they registered, or if the Participant does not show up, or leaves early for any reason.

***In case of a Covid related travel ban occurring during the retreat dates, an 18 months credit note will be issued for the group. Any guest/ group participant cancellation showing a positive PCR Test will receive a credit for a personal stay at Xinalani/Mixto valid for 12 months.

Method of Reservations: Retreat Planner takes reservations

Xinalani/Mixto expects a definitive rooming list 21 days before arrival with detailed guest information (first name, last name, personal email address, gender, room category, single/double occupancy, arrival flight information, departure flight information, food allergy, specific request, and specific comments). Xinalani/Mixto will provide Alexandra Earl with a Guest List spreadsheet template to be submitted to Xinalani/Mixto. Alexandra Earl will request the detailed guest information directly from each Participant 35 days before arrival.

Check-in / Check-out

Check in is at 3:00 PM.

Check out is at 12:00 PM.

How to arrive to Xinalani/Mixto

Xinalani/Mixto is only accessible by boat, there is no road leading to the resort. Guests should book an arrival flight that lands no later than **4:00 PM** and a departure flight that takes off no earlier than **12:00 PM**. All guests arriving to the airport after 4:30 PM (as scheduled or due to delays or flight cancellations) will have to find their own accommodations at their own expense for the evening and will be transferred to Xinalani/Mixto the following morning. They will receive a new transfer schedule and instructions notice by email in a timely manner. **NO transportation service will be provided if the arrival flight lands after 4:30 pm on the arrival day or departs before 12:00 pm on the departure day. For safety reasons, the guests will need to spend the night in Puerto Vallarta, Xinalani/Mixto will not be responsible for the hotel night in Puerto Vallarta as we are letting the retreat participant know in advance about the flight times.**

Shuttle Service (Required and Included in Price)

The service includes:

- Transfer by taxi or van from the airport to the pier Terminal Maritima or Boca de Tomatlán
- Transfer by boat from the pier to Xinalani/Mixto
- Return to the airport at the end of the retreat. Any guests not returning to the airport must pay for their own transportation from Terminal Maritima or may go to the airport and choose the transportation of their choice to go to their final destination.

Important information regarding Shuttle Service:

- a) The Retreat Participant must send a complete list of travel companions 30 days prior to scheduled arrival with each guest's first name, last name, occupancy, email address, detailed flight itineraries for both arrival and departure (airline, flight number, flight landing, and take-off schedule) and must advise Alexandra Bruin Earl in case of last minute changes
- b) Xinalani/Mixto will send to all guests detailed and illustrated transfer instructions and a transfer schedule at least 72 hours before group's arrival.
- c) Hostesses from the cab/van transfer operator will greet guests at the airport and coordinate their transfer to the pier
- d) A Member of Mixto's staff will be at the pier to greet guests and escort them to the boat.
- e) If a guest flies in early and stays at a different place the days before his/her scheduled check-in at Xinalani/Mixto, he/she will have to meet the group directly at the pier (Marina Vallarta or Boca de Tomatlán). No discount, no refund or credit will be allowed due to the void car/van ride from the airport to the pier
- f) If a guest flies in early and stays at Xinalani/Mixto for any number of nights before the retreat, Xinalani/Mixto will arrange to ensure his/her Shuttle Service to the resort at no extra cost
- g) If a guest leaves the retreat early or late, Xinalani/Mixto will arrange to ensure his/her Shuttle Service to the airport

- h) Xinalani/Mixto's transfer coordinators consistently make their best efforts to ensure a pleasant experience and to limit guest's waiting time at the airport or at the pier, but guests must be advised that due to cars, vans, and boats availability, capacity and efficiency, in special group transfer circumstances, they may have to wait at the airport and/or at the pier for up to two hours.
- i) For Departure, boats are scheduled by default to leave the resort at least 3.5 hours before flight departure, knowing that the boat transfer may last between 30 to 45 min and the cab/van ride may last between 5 and 15 minutes. Xinalani/Mixto will make their best efforts to adapt the transfer schedule to their guest's comfort, but declines responsibility for any delay or, on the contrary, unexpected waiting time at the airport.
- j) At least 24 hours before the end of the retreat, Xinalani/Mixto will print a departure schedule and give it to Alexandra Bruin Earl for guests to double check their personal flight information and to acknowledge their boat's schedule
- k) Boat navigation in the Bay of Banderas is subject to weather conditions and to authorizations of the Harbor Master of Puerto Vallarta. Xinalani/Mixto reserves the right to modify the transfer schedule and itinerary or cancel it for any reason dictated by local authorities or force majeure and declines liability for any consequence the guests may suffer as a result of this itinerary/schedule modification/cancellation.
- l) Xinalani/Mixto does not directly operate car and boat transportation from and to the airport but acts as a contractor's coordinator. We carefully selected duly authorized and accredited transfer service providers that operate under their own liability and are fully insured. Xinalani/Mixto is not liable for anything that occurs during those transfers, should they require it, the guests will be referred to the insurance company's of those service providers

Food & Beverages

Three meals a day (breakfast, lunch, and dinner) are included in the room rate, including a fresh juice of the day at breakfast, including a fresh fruit water or natural iced tea of the day at lunch. Fresh purified water, high quality house coffee and house tea and hot water are available at the dining patio at any time of the day from 7:00 am to 9:30 pm. All other foods and drinks requests may be subject to additional charges.

All meals are served at the dining room (Xinalani) or beach front dining patio (Mixto) with the following schedule:

Morning Tea/Coffee: 7:00 AM

Breakfast: 10-11 AM

Lunch: 2:30-3:30 PM

Dinner: 7:30-8:30 PM

Any guest can arrive at the restaurant during the time span allotted for a specific meal and expect to be served. Guests arriving for lunch at 2:29 PM will be served.

Most breakfasts, lunch and dinner are served buffet style. All guests should feel free to repeat any dish the number of times they want subject to availability.

Xinalani/Mixto offers a varied selection of specialty coffees, smoothies, beers, wines, liquors, and cocktails at an additional cost (a bar menu is available upon request). Incidentals are charged to each guests' room as per their Individual Account. Xinalani/Mixto may cater to special requests for specific wines or liquors provided they are available on the market and the logistics allow the staff to purchase it in a timely manner.

Special diets such as vegetarian, or vegan, and personal food allergies can be catered to in Xinalani/Mixto if properly advised with 4 weeks anticipation.

Yoga Studio Schedule

There will be 2 yoga classes offered per day. One in the morning, mid-morning or midday and one in the evening before dinner. The exact times will depend on Xinalani's studio availability. Our group will have the option to be assigned Xinalani's 5 yoga studios from 11:00 AM to 3:00 PM, and will be able to practice yoga poolside on a hard floor or on the beach at Mixto. It is also possible that we will be assigned Xinalani's studios at other times than stated above, and Alexandra Earl will request this.

Health

The Retreat Participant must ensure that they have no physical or medical conditions that would adversely affect their ability to stay at Xinalani/Mixto and to take part in the yoga program offered by Alexandra Earl, or other physical or cultural activities offered at Xinalani/Mixto. Attending a retreat at Xinalani/Mixto is at your own risk and as such Xinalani/Mixto/Alexandra Earl is not liable for any injuries incurred while on property.

Force Majeure

Xinalani's/Mixto's/Alexandra Earl's failure to perform any term or condition of this contract as a result of an extraordinary event or

circumstance beyond its control such as, but not limited to, war, strikes, riots, fires, floods, acts of God, natural disasters, epidemics, governmental restrictions, power failures, or damage or destruction of any facility, shall not be deemed a breach of this Contract.

Xinalani/Mixto/Alexandra Earl reserves the right to cancel the Group Reservation in case of force majeure. In this event, no refund is possible. Xinalani/Mixto/Alexandra Earl is not responsible for any expenses or damages incurred as a result of event cancellation including preparation costs, airline tickets, travel documents or other expenses. Travel insurance is always recommended. All monies related to outstanding services that could not be performed at Xinalani/Mixto, or by Alexandra Earl, as a result of a force majeure event will be credited to the Retreat Planner's account and can be used at Xinalani/Mixto Retreat upon availability within the 18 months following the cancellation notice in the form of a rescheduled group retreat with the same group leader. The credit is personal to the Retreat Planner and it is not transferable to any other party. In the case of force majeure during a retreat, Xinalani/Mixto/Alexandra Earl will take the best course of action to keep all guests safe as decided by management. This may include emergency evacuation and cancellation of the event. Should a group be evacuated, Xinalani/Mixto/Alexandra Earl will make its best efforts to provide an option of safe accommodation to the group as long as necessary at the guests' expense. All monies associated with room and food costs for the time away from property will be covered by the guests.

Limitation of Liability

The fulfillment of this agreement by either party is subject to acts of God, war, government regulation, disaster, Hurricane, Flood, Influential Terrorist attacks, strikes, civil disorder, and curtailment of required transportation, or other emergencies making it inadvisable, illegal, or impossible to fulfill this agreement. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party to the other, without liability.

Indemnification and Hold Harmless

Xinalani/Mixto/Alexandra Earl and the Retreat Participant each agree to defend indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including attorney's fees, and cost arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by Xinalani/Mixto/Alexandra Earl on the one hand, or the Retreat Participant on the other hand, pursuant to the performance or failure to perform each party's obligations, including the negligence of each party hereunder. Xinalani/Mixto/Alexandra Earl and the Retreat Participant each agree to defend, indemnify and hold harmless the other party for any claim, action, cause of action and liabilities which may be asserted by third parties arising out of the performance or failure to perform each party's obligations pursuant to this contract, including the negligence of each party hereunder, except for the willful misconduct or gross negligence of the other party.

Assumption of Risk

Xinalani/Mixto/Alexandra Earl is dedicated to ensuring the safety of all guests, although all clients must assume the risk inherent in travel. Xinalani/Mixto/Alexandra Earl is not responsible for any unexpected risks or occurrences including those from weather, terrain, wildlife or other *force majeure*.

Legal Jurisdiction

This agreement shall be construed under the laws of the state of Jalisco, Mexico and in the event litigation is required to settle any dispute between the parties, it is agreed that litigation shall be commenced and maintained in the Circuit Court in Puerto Vallarta Jalisco, Mexico.

Guidelines and Rules on Property

This set of Guidelines and Rules is printed in each room.

ACTIVITIES AND SERVICES

-It is not allowed to charge for activities or services onsite. The only activities or services that will be offered for an extra charge at the hotel, are the ones that Xinalani/Mixto offers.

WATER & BATHROOM

- Don't drink tap water. There is a water dispenser in your room and a couple of glasses. When empty, our housekeeping team will refill them with filtered water
- When showering, please only use biodegradable soaps and shampoos (like the ones provided in your suite) as we recycle the water and use it for irrigation purposes. The housekeeping staff will give you more soap and shampoo if needed.
- To limit water consumption, please shut off your showerhead when showering.
- White towels are for your room. Orange towels are for the beach. Please leave white towels in your room
- The toilet paper goes into the toilet

IN THE ROOMS

- Please don't hang towels or wet clothes on the balcony or on the bamboo walls, use the hooks provided in your bathroom - The electric outlets in your suite are for cell phones, laptops or cameras. Please don't use hair-dryers, as our electrical circuits are not designed to withhold high intensity

electric devices

- Leave your shoes out of your room and enjoy a barefoot retreat
- Please don't use any loud sound system in your suite after sunset. Should you have specific needs, please inquire
- Don't leave food in your suite as it will draw bugs and animals
- The housekeeping staff will make your room daily while you're in yoga practice or at the restaurant. In an eco-friendly effort, we replace towels and sheets once every three days. Should you need a specific change of linens or towels, let us know
- Please be gentle when manipulating curtains, as they are fragile. If you need help with your curtains, let us know
- A fire extinguisher is located in the closet of every suite. Make sure you read the instructions to be ready in case of an emergency

NO SMOKING

- Xinalani/Mixto is a non-smoking property. If you wish to smoke, please do so on the beach and dispose of your cigarette butt in a proper trash can afterwards SAFE BOX
- Each suite has a safe. Instructions are available in a card inside the box. If you're having trouble with your safe, please let us know. Make sure you leave all your personal objects in the safe (wallets, cameras, ipods, jewels, passports, etc).

SPA, TOURS & ACTIVITIES RESERVATIONS

- Reservations for spa treatments, tours & activities need to be made at least one day in advance. Reservations are not cancelable and they will be charged to your room's account

FIRST AID

- A first-aid kit is available at the front desk

RESTAURANT

- Your fare includes 3 meals per day, if you're craving for a bite in between meals, please inquire at the restaurant for available snacks. Additional costs apply
- To make sure you get the greatest service, please respect the restaurant schedule, and the staff will love you even more

IN THE YOGA STUDIOS

- You may use props, mats, blankets, etc. make sure you clean them and replace them when you're finished

CHECK-OUT

- Please double check that the front desk staff has your departure flight information. They will confirm your boat schedule to go back to the airport - Check-out is done at the front desk. To avoid long lines and stress, you may settle your bill the night before check out. - Upon departure, you can leave your packed luggage outside your room, one of our staff will pick it up and bring it down to the panga (boat). Kindly make sure that all your belongings are on the boat before you get onboard to leave Xinalani. Xinalani is not responsible for forgotten items.

GRATUITIES

- Tipping is customary in Mexico. You may leave gratuities at check-out and the management will distribute them to the staff evenly. min. recommended \$15-\$20 USD per day and per guest and are accepted by cash only.

CHILDREN POLICY

- Xinalani is an adult only property. Children are allowed at Mixto. For children from 12 years old+, the charge will be 100% off the total cost. Children 5-11 years old are charged 50% of the standard meal plan, which equals \$315 per child for the week. Children 0-4 years old are no additional charge.