

## Agreement to Purchase Vista Mundo Retreat Center Enlightened Fractional Lease

The Buyer(s) = your name (have it auto fill)

### ***Seller Information:***

Vista Mundo Centrar S. R. L. and its agent  
Care of Mario Salazar (legal council)  
Alajuela, San Ramon, fifty meters east of the  
University of Costa Rica  
vistamundocr@gmail.com  
1(403)3701700 (Canada) or 506-8409-1597  
(Costa Rica)

The following agreement confirms the buyer's purchase of a 10 Year, 60 Person Retreat Room, Enlightened Fractional Lease (Retreat Center) from Vista Mundo Centrar S. R. L. (VM), located 500 m sur de la escuela Berlin, Calle Chavarria (500 meters south of the Berlin School, at Chavarria street), province of Alajuela, Costa Rica. This agreement is for the use of days Buyer selected in the online form for Retreat day(s) & Casita fractional week(s).

Retreat Center Days must be consecutive and during the selected time at the Casita.

**Any bonuses selected are covered by the same terms as outline in this document, ie**

*Additional days purchased at the 60 Person Retreat Center person meeting room are also subject to maintenance fees that the Buyer(s) is agreeing to pay.*

### Cost of Wire Transfer

1. Buyer(s) will pay the purchase of Retreat Center package and payment of annual maintenance dues via PayPal (sent to VistaMundoCR@gmail.com) or via Credit Card. If buyer chooses another method to forward funds to pay for Retreat Center Lease or for annual maintenance dues, the Buyer(s) is responsible for any excess financial fees or charges.

### Description of Retreat Center, Casita and Building Standards

2. Buyer(s) will have the use of a 60 person meeting room (600 sf) and an AV package that includes
  - i) Once per daily cleaning and room set up for your Retreat Center room
  - ii) A basic AV package of a 6000 Lumen Projector, Screen, 2 Wireless Microphones and one stage riser

- iii) Chairs for maximum of 60 people
  - iv) Access to the Vista Mundo business resource center
  - v) Assistance with Marketing your event on the Vista Mundo Website and to VM newsletter
  - vi) Use of the Retreat Center day/days as outlined on page one of this agreement
  - vii) Use of a 2 bedroom (sleeps 6), 2 bath, approx. 720 sq ft guest house (Casita) in the VM neighbourhood of Berlin, province of Alajuela, Costa Rica, approximately 25 minutes south of San Ramon. Such use will be for the dates outlined above for a 10-year (or period starting in 2020).
3. The Retreat Center and casita will be built to local regulations meeting typical rental standards including quality finishes and comfortable furnishings.
  4. For the first few years the Retreat Center may be an open air facility.
  5. The Buyer(s) and their guests will have access to a community pool as soon as the neighbourhood exceeds 18 lots sold (estimated summer of 2020) (please see point 16 below). NB for the purposes of this agreement guests are defined as those the Buyer(s) invites personally or via a third party rental agency)
  6. The Retreat Center and casita are non-smoking venues; meaning that the Buyer(s), their guests cannot smoke in the buildings or on the property that The Retreat Center and the Casita's are located.

#### Maintenance, Cleaning, Damage, Theft and Right to Evict

7. The Buyer(s) agree to contribute to the annual maintenance of the property as outlined above. The Annual Maintenance Fee for the base package (1 Casita week plus one Retreat Center day) is \$320. Each additional Retreat Center day is \$200 for Annual Maintenance Fee.

This fee will cover:

- a. Pool cleaning a for use by Casita residence and guests, building and other maintenance
- b. The Retreat Center will be in a clean and maintained state prior to arrival.
- c. Retreat Room to be reset and cleaned once a day during your use day/days based on normal use. Charges may apply if above normal cleaning is required beyond 2 hours.
- d. The casita will be in a clean and maintained state prior to arrival and is cleaned once on your departure, based on normal use. Charges may apply if above normal cleaning is required beyond 2 hours.
- e. Ensuring the maintenance, repair or replacement of AV equipment, appliances and furniture due to normal wear and tear.
- f. The cost of utilities, maintenance, repair, grounds keeping, taxes and community pool access fees for you and your guests for your requested period.
- g. If the cost of utilities for the Buyer(s)' assigned time period is affected by 10% or above the average cost ie the Buyer(s) or their guests are utilizing any electrical

equipment such as heaters, air conditioners (or other); the Buyer(s) are responsible to pay the overage.

8. Items removed and not returned to the Retreat Center or casita by the Buyer(s) or their guests will be charged back to the Buyer(s) for the cost of replacement.
9. Buyer(s) will pay the annual maintenance dues for both the Retreat Center and casita, as outlined above, at least 60 days prior to the period the unit is leased for each year. In the event that the annual maintenance dues are not paid prior to 60 days Vista Mundo may rent out the unit for that period and revenue from rental will be dispersed as follows:
  - a. The first 30% will be used to cover rental management costs
  - b. The annual maintenance fee will then be deducted, and
  - c. Any additional money made from the rental of the Retreat Center and or Casita unit will be forwarded to Buyer(s).

NB Under the above circumstances the VM will make best efforts to rent the Retreat Center and or the Casita, but it might require that normal rental prices be discounted to facilitate.

10. The Buyer(s) will be responsible for the cost of any damage beyond normal wear and tear due to theirs or their guest's negligence or misuse of the property. This will include items such as
  - a. Furniture, equipment or appliances or any part of the Retreat Center, pool area or Casita structure is damaged or broken due to rough housing or misuse.
  - b. Large stains on furniture that requires repair or replace (more than 2 inches in diameter)
11. VM reserves the right to increase Annual Maintenance fee for inflation. Increases will not exceed the inflation rate for Costa Rica.
12. In the event that the Buyer(s) falls into arrears in annual maintenance fees or other damages owed, VM has the right to rent the Buyer(s)' Retreat Center and or Casita for the period leased to recoup money owed. After 3 years of non-payment of annual maintenance dues and failure to communicate any change of address or means of contact, this contract will be considered forfeit and Buyer(s) is not owed a refund of any portion of their Enlightened 60 Person Retreat Center Fractional period (this includes use of the casita).
13. VM has the right to evict the Buyer(s) & the Buyer(s) guests in the event of wilful disregard of community rules, cause of wilful damage to property, excessively noise or posing a threat to staff, other Vista Mundo guests or other residents of the community. In this case VM would not allow the Buyer(s) to continue leasing, but would return any money owed on a prorated basis, less any legal, management fees, medical, cleaning & or damage expenses.

#### Changes of address

14. It is you, the Buyer(s)' responsibility to notify VM of any change of address or requirements you have for communicating with you, i.e. phone, mail or email. Failure

to notify VM of address change will not be seen as a reasonable excuse for lack of payment of annual maintenance dues.

#### Exchange and Rental of Dates Owned

15. Based on availability, you, the Buyer(s), may request to
  - a. Exchange your dates for an equivalent valued period of time in the same or different calendar year
  - b. Request to use more than one block of time in a calendar year by borrowing from the end of the 10-year lease, provided that the annual maintenance fee is paid for both blocks 60 days prior to arrival. Requesting a block from the end of your lease effectively reduces the term of your lease i.e., if your lease starts in 2020 and ends in 2030, booking an extra period in year 2021 will reduce lease term to 9 years, resulting in your lease ending in 2029.

16. In the event that you, the Buyer(s), do not wish to use your leased period you may:

- a. Allow third party, ie friends or family members, to use it for all or part of the period, based on informing VM of this change. This includes the use of the pool Facility during the Buyer(s) leased period.
- b. VM reserves the right to refuse any third party use of the Retreat Center and or Casita if they do not meet VM's standard of inclusiveness, moral values and rules of fairness or conduct etc.

- c. Request VM make effort to rent the Retreat Center and or Casita and arrange cleanings. You the Buyer(s) will receive 70% of rental income if maintenance fees are current (maintenance fees are described in point 7 - 15). VM may use a third party rental service for this.

Typical high season rental for one day 60 Person Retreat Center is between \$800 and \$850 and for a 2 bedroom, 2-bath casita with pool access in Costa Rica is between \$1,000 and \$1,150 per week.

- d. VM has 60 days after the rental period ends to pay the buyer any rental income due (less annual maintenance if not already paid & any costs related to damage, misuse or theft as outlined above in Points 7 to 10)

#### Refund of Retreat Fractional leasing purchase

17. The Buyer(s) may cancel this agreement within 14 days of signing and request a full refund (less any money for bank, wire transfers or PayPal fees associated with the purchase).
18. After that period, should you, the Buyer(s), back out at any point for any reason, money paid up until that point may be exchanged for rental of the Retreat Center at a rate of \$800 / day and or a casita at a rate of \$1,100 per week based on availability.

#### Selling or transferring this lease

17. The Buyer(s) may sell, give or assign through an estate the ownership of this lease to a third party as follows:

- a. The Buyer(s) or the trustee of Buyer(s) estate must send written confirmation that this sale or transfer has been completed and the full name, address, email & phone number details of the third-party.
- b. The third-party will be bound by the terms of the agreement and subsequently sign an agreement with VM verifying they accept the terms as laid out herein, and may include any updated terms.

#### Timeline for Project

18. VM will make every reasonable effort to complete the Retreat Center prior to December 1 2020. In the event of unforeseeable delays, such as government permitting or other issues beyond VM's control, the terms of this lease will be extended accordingly.

#### Disputes to this agreement

19. This agreement will be translated into Spanish to ensure it is legal in a Costa Rican court. In the case of discrepancy between the English and Spanish versions, the English version will be considered the correct interpretation.
20. Any dispute to this agreement will be settled by mediation in accordance with the laws of Costa Rica.

#### Language for communications

21. Please select your language preference for communicating with VM and it's management team regarding your lease, payment of maintenance fees, changes to your contact information
- English
- Spanish

**By Clicking Here You acknowledge you have read and agree to accept all terms as stated**