

# SERVICE ORDER

## Provider data

Commercial name: \_\_\_\_\_

Name or registered name: **OPERADORA TURÍSTICA HOTELERA, S.A. DE C.V.**

Address where the service is provided: **Av. Paseo de las Moras S/N, Fracc. Náutico Turístico, Nuevo Vallarta, Bahía de Banderas, Nayarit, México, C.P. 63735**

R.F.C.: **OTH970331SU2**

Registration in the Mexican Business Information System: \_\_\_\_\_

E-mail: **operadorasyservicioexpressnv@grupovidanta.com**

Telephone: **+52 (322) 226 4000**

## Service Hours:

Monday – Friday from: \_\_\_\_ to \_\_\_\_ hours

Saturday from: \_\_\_\_ to \_\_\_\_ hours

## Consumer data

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

R.F.C.: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Service data

NUMBER	ITEM	PRICE	TOTAL AMOUNT
	WASHED		
	DRYING		
	IRONING		
	OTHERS		
	ADVANCE		
<b>Total amount in words:</b> _____			\$

Date of service provided: \_\_\_\_\_ Service duration: \_\_\_\_\_

General remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Notice:** The glossary and the clauses to which the parties are subject in the provision of this service are detailed in the attached contract.

**Wash and dry**  
**\*\$120 MXN per load**

\*Soap included, \$150 MXN deposit for laundry prepaid card.

SELF-SERVICE WATER WASHING, DRYING AND/OR IRONING OF CLOTHES, ENTERED BY OPERADORA TURÍSTICA HOTELERA, S.A. DE C.V. WHO FROM NOW ON SHALL BE REFERRED TO AS THE "PROVIDER" AS ONE OF THE PARTIES AND BY MR. (MRS.) \_\_\_\_\_, WHO FROM NOW ON SHALL BE REFERRED TO AS THE "CONSUMER" AS THE OTHER PARTY WHICH SHALL BE SUBJECT TO THE FOLLOWING GLOSSARY AND CLAUSES:

**GLOSSARY**

**a) Consumer:** Individual that renders a consideration in money in exchange of using the equipment or machinery owned by the provider to carry out self-service water washing, drying and/or ironing. **b) Service order:** IT is the attachment to this Agreement which shall be issued starting with the agreement information, service cost, as well as the attention days and schedules. **c) Provider:** The individual or entity that allow the consumer to use the equipment or machinery to carry out self-service. **d) Self-service water washing, drying and/or ironing:** It is the service were the consumer, upon payment, makes use of the provider equipment or machinery to carry out the water washing, drying and/or ironing on their own.

**CLAUSES**

**FIRST. CONSENT BY THE PARTIES:** The parties, in common agreement, express their will to consent that the juridical nature of this Agreement is rendering the service of self-service water washing, drying and/or ironing; therefore, the Provider grants the use of equipment or machinery so that the consumer operates such equipment during the proses of water washing, drying and/or ironing, in exchange, the Consumer covenants to pay a certain and determined price for such service.

**SECOND. SUBJECT MATTER OF THE AGREEMENT.** The objective of this Agreement is constituted by the use that the Provider grants the Consumer over the equipment or machinery to carry out the process of self-service washing, drying, and/or ironing.

**THIRD. SERVICE PRICE.** The parties agree that the total price that the Consumer shall pay is the one set forth in the Service Order that is an integral part of this Agreement.

**FOURTH. PLACE AND MODE OF PAYMENT.** The consumer shall pay the agreed price in cash at the Provider's domicile in national currency; nevertheless, it will also be possible to pay for the service in foreign currency at the exchange rate published at the Federation Official Journal on the payment date, and the consumer shall submit as a down payment anticipatedly and in common agreement \_\_\_% of the total price at the moment of requesting the service to the Provider; the Consumer shall pay the remaining amount at the end of the self-service water washing, drying and/or drying of clothes.

**FIFTH. ACKNOWLEDGEMENT**

**1. PROVIDER.**

**a)** Weigh the amount of clothes brought in by the Consumer in order to appoint the right equipment or machinery to carry out the self-service washing, drying and/or ironing process. **b)** Grant the Consumer the use of the equipment or machinery to carry out the self-service washing, drying, and/or ironing. **c)** Set the prices of soap, detergents and softeners and other consumables required to perform the service and make them visible to the consumer. **d)** Preserve the equipment or machinery to be operated by the Consumer hereunder in good use and operating conditions. **e)** In the event that the equipment or machinery previously appointed is not in full operating conditions or if it has not been given the adequate maintenance, provide other equipment or another machine to the Consumer at no additional charge to conclude the corresponding process.

**2. CONSUMER.**

**a)** Pay the price previously agreed by the parties. **b)** Do not exceed the load of clothes established in the users' manual for the equipment or machinery. **c)** Use the equipment or machinery pursuant to the corresponding users' manual, as well as understanding the recommendation of the Provider. **d)** Verify that the items do not have any object alien thereto, since the Provider shall not be responsible for any forgotten (valuable) objects.

**SIXTH. CAUSES FOR ANTICIPATED TERMINATION.** The following shall be considered as causes for an anticipate termination of this Agreement: **a)** That the consumer, prior to starting the washing process, informs the Provider that he/she does not require to make use of the service and **b)** that the service Provider detects that the garments that make the load may be damaged or that the load could damage the equipment of machinery. None of the parties shall be indemnified in either situation, on the reimbursement of the down payment shall operate in the event that the Consumer has already submitted such payment.

**SEVENTH. RESPONSIBILITY EXCLUSION CLAUSES.** Since the machinery or equipment are to be operated by the Consumer, he/she releases the Provider of any responsibility for the damage or deteriorations that his/her garments may suffer during the washing, drying and/or ironing process, as long as the malfunctioning is not caused by mechanical failure in the equipment or machinery.

**EIGHTH. HIDDEN VICES OR LACK OF MAINTENANCE.** The consumer shall not be liable for any damages in the equipment or machinery during operation that are the result of hidden vices or lack of maintenance thereof, unless it is credited that malfunctioning has been caused by negligence or malice from the Consumer.

**NINTH. USE OF SOAPS, DETERGENTS AND SOFTENERS.** Prior approval by Provider, the consumer may use, during the process, soaps, detergents and/or softeners of his/her preference; the provider may only oppose to this elements when the prohibition there of is stated in the technical specifications of the machinery or equipment.

**TENTH. RESCISSION CAUSES.** The parties agree that the rescission causes of this Agreement are the following: **a)** That the Provider does not grant or interrupt without justification the use of the equipment or machinery for the self-service washing, drying and/or ironing, and **b)** That the consumer, during the operation of the equipment or machinery, does not follow the Provider's instructions or recommendations in the use of the equipment or machinery.

**ELEVENTH. CONVENTIONAL PENALIZATION.** In the event that any of the rescission causes are updated, a conventional penalization of 5% of the total value of the service shall be established **TWELFTH. SERVICE GUARANTY.** The parties agree in common agreement that, given the nature of this Agreement, and the service mode, the self-service water washing, drying and/or ironing process, the guaranty shall be the optimal performance of the equipment or machinery to perform the referred process.

**THIRTEENTH. COMPLAINTS AND CLAIMS MECHANISMS.** In the event that the consumer requires to file a complaint or a claim for the service, he/she shall attend to the Provider domicile or call the telephone number to file his/her complaint or claim, at the schedule established for such purpose in the Service Order; the service Provider shall respond to the complaint or claim within the following 48 hours, counting as of the registration date of any such complaint or claim.

**FOURTEENTH. COMPETENCE.** The Procuraduría Federal del Consumidor is competent in the administrative via to solve any controversy that may arise about the interpretation or compliance of this Agreement. Notwithstanding the aforesaid, the parties agree to submit to the jurisdiction of the competent Tribunals Guadalajara, Jalisco, expressly waiving to any other jurisdiction that may correspond thereto on account of the present of future domiciles of for any other reason.

The parties have read the content of this Agreement and as they know its legal scope, they sign it in two drafts in the city of \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_.

This Agreement was approved and registered by the Procuraduría Federal del Consumidor with number 6624-2015, dated October 20<sup>th</sup>, 2015. Any variation in this contract that may prejudice the consumer, before the registered adhesion agreement shall be deemed as void.

\_\_\_\_\_  
The "Provider"

\_\_\_\_\_  
The "Consumer"

**AUTHORIZATION FOR MARKETING OR PUBLICITY PURPOSES.**

The consumer DOES ( ) NOT ( ) accept that the provider assigns or transfers to third parties, for marketing or advertising purposes, the information provided in this agreement and DOES ( ) NOT ( ) accept that the provider sends advertising about goods and services.

\_\_\_\_\_  
Authorization signature or initials of the Consumer