

# **WIDUS VACATION CLUB**

## **SERVICED RESIDENCES PROGRAM RULES & REGULATIONS**

The full authority and responsibility for enforcing these Serviced Residences Program Rules & Regulations (“SRP R&R”) may be delegated by the Company to a manager or the Program Operator. All Members, his relatives, invitees, guests and visitors shall be bound by these SRP R&R and by standards of reasonable conduct whether covered by these SRP R&R or not; provided, however, that neither the Company, its designated manager nor the Program Operator shall be responsible for noncompliance or violation of these SRP R&R by said Member, his relatives, invitees, guests and visitors or any other occupant of the unit.

These SRP R&R may be amended by Widus Vacation Club &/or Widus International Leisure Inc. at its sole discretion at anytime without prior notice.

### **I. DEFINITION OF TERMS**

**WIDUS VACATION CLUB (WVC).** A membership program owned and managed by Widus International Leisure Inc. (the “Company”). The WVC include memberships for Timeshare, Serviced Residences, or such other programs that may be created by the Company. WVC shall be represented by the Company’s authorized representatives.

**PROGRAM OPERATOR.** The Program Operator shall be the company in-charge of operations of the Hotel, Resort or any property involved in a membership program.

**COMPANY.** Widus International Leisure Inc. is the owner and developer of the Widus Vacation Resort Complex.

**RESORT/HOTEL.** “Resort” is Widus Vacation Resort Complex located at Clark Freeport Economic Zone which includes Hotel Vida or the “Hotel”.

**SERVICED RESIDENCES PROGRAM (SRP).** A WVC Program where units in the Resort are leased out as full-serviced apartments on a long term basis. Members shall pay rent and such periodic dues and charges, and any assessments in exchange for the long-term occupation of a specifically designated unit in the Resort and the privilege to use the Resort/Hotel facilities and services until the expiry of the lease.

**MEMBERS.** Individuals or corporate entities that have enrolled in the Widus Vacation Club Serviced Residences Program. “Individual Member” refers to a natural person while a “Corporate Member” refers to a member other than a natural person.

**LEASE AGREEMENT.** The Lease Agreement entered into between the Serviced Residences Program Member and Widus International Leisure, Inc. under the WVC Serviced Residences Program which Agreement shall cover the long-term lease of

specifically designated unit in the Resort which shall be fully serviced for the duration of the lease.

GENERAL HOUSE RULES & REGULATIONS (“House Rules”). General rules and Regulations to govern one’s stay in the Widus Vacation Resort Complex and the use and enjoyment of the common areas, facilities, equipment and services.

## **II. WIDUS VACATION CLUB MEMBERSHIP.**

1. The Widus Vacation Club (WVC) is a membership program owned and managed by Widus International Leisure Inc. (the “Company”) whose sole purpose is to provide the ultimate vacation experience to its members through its various facilities, amenities and services within the Resort.

2. The WVC is open to all local and foreign individuals aged twenty one (21) and above, corporations, small industries, and government agencies; provided the requirements of membership as set forth by the Company have been completely satisfied.

3. All WVC Members shall enjoy various perks and privileges set forth by the Company. The Company may at anytime change these perks and privileges at its sole discretion and without prior notice.

Promotions or discounts that will be offered by WVC to its Members may not be claimed in conjunction with any other promotion offered by the Program Operator.

## **III. WVC SERVICED RESIDENCES PROGRAM (SRP).**

1. The Serviced Residences Program (“SRP”) is a type of membership whereby a the member leases one (1) fully-serviced unit in the Resort on a long-term basis which lease includes the privilege to use the Resort facilities and Hotel services for the duration of the lease subject to certain terms and conditions. Member shall pay rentals and periodic dues and charges and other assessments. The Company and/or Program Operator shall provide for the complete maintenance and upkeep of the unit at Member’s costs.

2. Payment of rentals may be made in cash or installment basis. Payment of rentals on installment basis may be made either monthly or semi-annually and subject to the Company’s prevailing interest rate. Payment schemes may differ at any time without prior notice.

## **IV. OCCUPANCY OF THE UNIT**

1. The occupancy, use and enjoyment of the units and the Resort/Hotel facilities and services shall be governed by this Serviced Residences Program Rules and Regulations (“SRP R&R”), the Lease Agreement between Member and the Company, the General House Rules and Regulations (“House Rules”), any other agreement that may be executed by and between the Member and the Company, and such other rules and

regulations of WVC. The occupation, use and enjoyment of the unit and the Resort/Hotel facilities and services may be withheld from any member as may be provided in this SRP Rules, the Lease Agreement or the House Rules.

2. **Acceptance as Member.** A Member shall not be entitled to occupy or use the unit or enjoy the Resort/Hotel facilities and services until and unless he shall have complied with all the requirements of the Company and is duly accepted as a Member.

Upon acceptance as a Member, a Membership Card shall be issued to the Member. Upon request by the Hotel/Resort personnel, the Member shall present his/her Membership Card for identification purposes. The Membership Card cannot be used as a form of payment. In case of lost Membership Card, the member will be requested to apply for a replacement. A charge of P100.00 will be imposed for the replacement of the Membership Card, which amount may be subject to change without prior notice.

3. **Occupancy Limit.** In no event shall the occupancy limitation as indicated in the Lease Agreement be exceeded. If a Member exceeds the occupancy limitation, he shall be charged a corresponding penalty for such breach. The amount of penalty will be set at the sole discretion of the Company.

Members are required to register with the Program Operator at the commencement of membership all persons who shall be residing in the unit. Details shall include name, age, gender, contact number, relationship with the Member, and duration of stay at the unit.

4. **Use of the Unit.**

- a. The unit shall be exclusively used for residential purposes only.
- b. Members are required to check-in and check-out with Program Operator whenever the unit will be used or left vacant. Members will be required to show their Member's ID and confirmation letter and sign a registration card at check-in.
- c. Members are required to log in with the Program Operator all personal appliances, equipments, and other valuable items that will be bought inside the premises.
- d. To ensure the security of all Members:
  - i. No one under the age of eighteen (18) years may occupy the unit unless accompanied by a person aged twenty-one (21) years or older.
  - ii. All entry keys and locks will be issued by the Program Operator. For electronic entry cards, the Program Operator may require the Member to have the key updated once in a while. Keys shall be surrendered to Program Operator upon check-out.

iii. Member is encouraged to use the safety deposit box in the unit to keep their most valuable items.

iv. Members should immediately file a formal written report with the Program Operator or WVC on any losses, theft, or probable break-ins that has occurred for the conduct proper of investigation. The Program Operator or the Company shall not be liable for any losses suffered by the Member, his relatives, invitees, guests or any occupant of the unit.

e. Invitees of Members shall not be allowed to use the unit unless accompanied by the Member or registered dependent. For this purpose, "Invitees" are persons other than the registered residents.

## **V. OBLIGATIONS OF MEMBERS.**

### **1. Payment of rentals, dues, charges and assessments**

a. For the payment of rentals on installment basis, a Member shall be given five (5) calendar days from the due date to pay the installment otherwise, penalty interests shall be imposed every month until the rentals are settled and updated. Late charges shall also be imposed to be computed as a percentage of the unpaid amount due, which late charges shall also be subject to interest. The Company reserves the right to determine the rate of penalty interest and the percentage for the late charges, which rates and percentages shall be subject to change at any time without prior notice.

b. Member shall promptly pay all dues, charges and assessments as required or imposable under the Lease Agreement on due dates indicated. Failure to pay the same on due dates shall give the Company the right to impose a penalty interest at a rate to be solely determined by the Company and is subject to change at anytime without prior notice.

c. Failure to use the unit for any period in any year does not relieve the Member from the obligation to pay rentals, dues, charges and assessments.

### **2. Compliance with Rules and Regulations.**

a. Member should, and Member shall ensure and warrant that his relatives, invitees, guests, visitors or any occupant of the unit shall, at all times comply with the provisions of this SRP R&R, the Lease Agreement, the House Rules and other rules and regulations of WVC as may be amended from time to time.

b. In case of violation or breach of the provisions of this SRP R&R, the Lease Agreement, the House Rules and other rules and regulations of WVC by Member, his relatives, invitees, guests, visitors or any other occupant of the unit, in addition to the

rights provided under the Lease Agreement and the House Rules, the Company and/or Program Operator or any of their agent or employee may:

i. Enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Member, any structure, thing or condition that may exist causing the violation or breach, and the Company, the Program Operator or their agents and employees shall not thereby be deemed liable for any damages or guilty in any manner of trespass; and/or

ii. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and all costs thereof, including attorneys' fees and costs, shall be borne by the defaulting member or occupants; and/or

iii. Levy fines or other penalties and charges in an amount to be determined solely at the discretion of the Company; and/or

iv. Suspend Member's rights and privileges, including a suspension of Member use and exchange privileges, and/or the provision of services to the unit.

c. Whenever possible, violations of these SRP R&R, the Lease Agreement and the House Rules should be reported in writing to the Program Operator or the Company. To the extent reasonably possible, the Program Operator will keep the identity of the complainant confidential.

Violations will be called to the attention of the violating Member by the Program Operator and by the appropriate committee or member of the Company if follow-up action is necessary. Violations needing follow-up action will be presented to and judged by the Company for appropriate action at its next regularly scheduled meeting or at a special meeting called for this purpose.

### **3. Insurance risks.**

Member shall not do anything which would make void or unavoidable the insurance on the unit and/or its contents or on the common areas, facilities and equipment in the Resort, or which may operate to increase the premium payable in respect of any such insurance. Member shall indemnify the Company for any increase or additional premium, which by reason of any act or default of the Member, his relatives, invites, guests, visitors or any occupant of the unit, may be required for effecting or keeping up such insurance.

### **4. Alterations or repairs to Unit**

a. Member shall not make alterations, additions, modifications, and/or changes to the Unit except –

i. Exterior design changes and refurbishments as may be required due to changes in the design concept of the Resort; and,

ii. Any alterations or modifications required to be made on the unit pursuant to government regulations or insurance requirements.

b. Member shall give prompt notice to the Company or Program Operator of any condition that may cause damage to the unit and any need of repairs and replacement thereon especially relating to defects in or accidents to the water lines, pipes, or faucets, electric wiring, heating or air-conditioning apparatus.

c. All repairs and replacements, design changes or refurbishments, alterations, additions, or modifications on the Unit shall be done by the Company at Member's cost.

## **5. Damage to Common Areas and Facilities**

Damage to Common Areas and facilities shall be surveyed by the Company or the Program Operator, and the cost of repair or replacement and any legal fees incurred may be assessed by the Company against the Member responsible. Member shall be responsible for damages directly or indirectly caused by Member's relatives, invitees, guests and visitors.

## **6. Change in address.**

Member shall notify the Company of any change in his permanent address.

## **VI. DELINQUENCY AND SUBSTANTIAL BREACH**

1. **Delinquency.** Any Member who has unpaid rental, dues, charges, or assessments is considered delinquent. The following shall apply in case of a delinquent member:

a. Program Operator shall notify the Member in writing of the delinquency with a statement of the unpaid amount, including any late charges and penalty interest accruing.

b. Member's perks and privileges may be suspended until the delinquency is satisfied in full.

c. Provisions of services to the unit (such as utilities and any and all Hotel/Resort services) may be suspended until the delinquency is satisfied in full.

c. If unit is unoccupied, Member will not be permitted to use the unit in any manner (e.g., occupy or exchange) until the delinquency is satisfied in full. Any confirmation of reservation will not be honored if the Member is delinquent as of the check-in date and time for which the confirmation was given.

2. **Substantial Breach.** Unpaid dues, charges and/or assessments amounting to the aggregate amount of Seventy Thousand Pesos (Php70,000.00) or arrears in two months (2) rental installments will be considered a substantial breach of these SRP R&R and/or

the Lease Agreement to warrant the termination of Membership. Repeated violations for at least three (3) consecutive times of the obligation to vacate by check-out time, non-compliance with occupancy limitations, non-payment of dues, charges and assessments, shall be considered as a substantial breach of these SRP R&R and/or the Lease Agreement to warrant the termination of Membership.

## **VII. TRANSFER, LEASE OR EXCHANGES OF MEMBERSHIP INTERESTS.**

Any Member may apply to transfer/assign his Membership to any person, twenty-one (21) years and above, whether by sale, gift, or otherwise. In such event, Member shall give written notice of such sale or transfer to the Company at:

**Widus International Leisure, Inc.  
Attention: Sales & Marketing Manager  
Bldg. 5400 M.A. Roxas Highway,  
Clark Freeport Zone, Pampanga 2023  
Philippines**

The foregoing written notice shall state the name and address of the transferee, attaching thereto the Lease Agreement and the Membership Card, and shall be accompanied by a non-refundable administrative fee of Fifty Dollars (\$50.00) or Two Thousand Five Hundred Pesos (Php2,500.00), whichever is higher, payable to the Company to cover administrative expenses (which fee may be increased at the sole discretion of the Company without prior notice). The notice of transfer/assignment should also be accompanied by a copy of the Information Sheet for the transferee/assignee, the Deed of Transfer/Assignment of Lease or other evidence of transfer/assignment of lease to the transferee/assignee, and a written consent of the transferee/assignee.

Upon payment of all outstanding obligations of the Member to the Company or the Project Operator as of date of transfer/assignment, and with the transferee's express written consent to assume all obligations of a Lessee under the Lease Agreement and as member SRP R&R, and to be bound by the provisions of the Lease Agreement, these SRP R&R, the House Rules and all other rules of the WVC, as of the date of transfer/assignment, the Company shall promptly issue a new Membership Card to the transferee/assignee.

In case of death of a Member, the heirs shall serve written notice of death to the Company, accompanied by the Lease Agreement, the Membership Card, the aforementioned fee and the inheritance document which should show to whom the Lease is to be transferred. Any and all obligations of the deceased Member under the SRP R&R, Lease Agreement, House Rules and other rules of the WVC shall bind deceased Member's estate until such time as his Membership shall have been transferred to a successor Member: The Company shall issue a new Membership Card to the successor-member only after payment of all outstanding obligations of the deceased Member to the Company or the Project Operator, and with the successor-member's express written consent to assume all obligations of a Lessee under the Lease Agreement and of a

member under SRP R&R, and to be bound by the provisions of the Lease Agreement, these SRP R&R, the House Rules and all other rules of the WVC, as of the date of death of the member.

### **VIII. POWERS OF THE COMPANY UNDER THE PROGRAM.**

The Company shall have the power to do all things that may be necessary to carry out the purposes of the Serviced Residence Program and for its general management. Among others, the Company shall have the following specific powers:

1. To contract or otherwise obtain products or services for the use of the Members.
2. To amend the SRP R&R, House Rules, and other rules and regulations of the WVC solely at its discretion and without prior notice to Members, provided that Members shall be informed of the amendments at least fifteen (15) calendar days before these become effective by posting the same in the community bulletin board or website.
3. To suspend or terminate the rights of use, occupation and enjoyment of the unit or Resort/Hotel facilities/services or the provision of services to the unit, for causes provided under these SRP R&R, the Lease Agreement and the House Rules.

### **IX. OTHER PROVISIONS**

1. The Company shall in no case be responsible for the actions or conduct of any Member, Member's relatives, invitees or guests at any time, when using the unit or any of the Hotel/Resort facilities and services.

Widus Vacation Club hereby adopts the foregoing as the Serviced Residences Program Rules this \_\_\_\_\_.

**WIDUS VACATION CLUB**

**DAESIK HAN**  
President & CEO