

CONTRACT VILLA L'AGAVE

Arrival: _____(Check in - no earlier than 3pm)

Departure: _____(Check out – no later than 10am)

Total nights: _____

Adults _____ # Children/Ages of children _____

*****For Parties of 6 or less, the fee quoted/paid includes the Main House only unless otherwise noted*****

Villa Rates/Fee charged for stay: \$

Please pay the 50% Booking Deposit if more than 60 days before arrival. 100% if less than 60 days before arrival.

Contact Information:

Name: _____

Address: _____

E-Mail: _____

Home Phone: _____

Cell: _____

Flight Information:

Flight Arrival Time in St.Thomas: _____

Agency Where Rental Vehicle is Reserved: _____

On St. Thomas _____(HERTZ does not allow cars on the car ferry)

On St. John _____

*Please let us know where you have made your vehicle reservation, as arrival instructions may be different

** Refundable deposit - we require a refundable deposit at time of booking by Venmo or Zelle.

To use Venmo – our Venmo ID: Stephanie Annise @LAGave

To use Zelle – our ID: stjvillas@gmail.com

*** Please let us know as soon as possible if there are any changes to your reservation such as:

Number of people in your party

Vehicle reservation information

Arrival time into St. Thomas

Smoking/Subletting:

- The villa is non-smoking inside the property and within the screened porches. Smoking is allowed outside, but if management notes cigarette butts all over property, a cleaning fee will be deducted from the damage deposit.
- Any smoke damage will be the responsibility of the guest who signs this agreement.
- This lease is not transferable and a sub-lease is prohibited.

Our Cancellation Policy:

- ~ If a reservation is cancelled MORE THAN 60 days in advance of the arrival date, the deposit will be refunded less a 20% service charge for the cost of the entire rental.
- ~ If a reservation is canceled LESS THAN 60 days of the arrival date, there is no refund unless the home is re-rented.
- ~ If the home is re-rented, we will refund monies paid less a 20% service charge for the cost of the entire rental.
- ~ If you must cancel your reservation, we require a phone call as soon as possible and notification by certified mail.

WE STRONGLY RECOMMEND YOU BUY TRAVEL INSURANCE SO YOU WILL BE COVERED IN CASE OF SICKNESS, DEATH, NATURAL OR ANYOTHER TYPE OF DISASTER. WE STRICTLY ADHERE TO OUR CANCELLATION POLICY.

PLS INITIAL _____

ISLAND SHUT DOWN POLICY

If the USVI or St John prohibits travel or there are federal regulations suspending flights to and from STT we will offer the option to rebook up to 12 months from the original check in date.

PLS INITIAL _____

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written above by and between the undersigned person(s) (the "Guest") and Stephanie Annise or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence Villa L'Agave, described as (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

SIGNATURE FOR RENTAL AGREEMENT:

_____ DATE _____

OCCUPANCY

Guest agrees that no more than persons noted above shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as pools, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility. This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of The State of NY. The words "Rental Agent" and "Guest" shall include their respective heirs, successors and representatives. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Execution of a digital signature shall be deemed a valid signature.

SIGNATURE & DATE: _____

HOUSE RULES/INFORMATION:

~ Please turn off the AC when not in the house or cottage and before checking out. If we see that the AC is left on, we will deduct monies from the Damage Deposit. Electricity is CRAZY EXPENSIVE.

~ When using the cottage (or House bedrooms) AC, please be sure ALL windows, sliders and doors are closed.

~ Please understand that water is VERY PRECIOUS on the island. Homes collect water from rain. Please conserve water as much as possible. If the water sputters, IT IS LOW and YOU MUST CALL MANAGEMENT IMMEDIATELY for a delivery. DO NOT USE TOILETS, SINKS, or SHOWERS. You will ruin the pump and incur a fee.

~ PLEASE DO NOT THROW TOILET PAPER OR WIPES OR ANYTHING DOWN TOILET - SEPTIC BACKS UP!!!!!!

~ Please turn off the porch and living area fans at night

~ Please use plastic on the pool deck

~ Please do not explore under the pool deck – it is hazardous

~ Please report any home issues to Management immediately

~ The Villa has an electric gate and a clicker. If you need to use the pad located on the inside of the stone column, the code is 1234

~ The gate closes automatically after 1 minute 45 seconds.

~ The clicker costs \$100 to replace if lost, stolen or damaged

When leaving the driveway: There is a mirror mounted across the street. Please pay attention to the bottom right corner of the mirror to see oncoming traffic from the right.

When arriving from the center of the Island (Not from the direction of the Westin) DO NOT TURN RIGHT INTO THE DRIVEWAY. Please follow the road down the hill a few feet and make a U-Turn so you are now approaching the home/driveway as you usually do by making a LEFT TURN into the driveway.

If a guest does not wait for the gate to fully open and **hits the gate upon entering or exiting** causing damage, the guest will be responsible for all fees & costs associated with the repair or replacement.

I HAVE READ THE ABOVE RULES/INFORMATION AND UNDERSTAND THEM COMPLETELY:

X_____