

# It's About Time Villa

## Rental Agreement Form

Dear Potential Guest,

Thank you for your interest in renting our villa for your well deserved get-away to beautiful St. John in the Caribbean! The following is the Rental Agreement including attached Responsibility List (Exhibit A) which is the Contract between Home Owners and Guests for Rental Bookings.

We will be happy to hold your requested dates for 48 hours while for your vacation deposit of half of payment arrives. Your completed deposit and signature of the Short Term Rental Agreement is the formal contract to book your reservation dates.

Please let me know if you will need further information to assist you in the success of your trip. Thanks, and have a great vacation!

Sincerely,

*Diana Damon*

Email: ItsAboutTimeVilla@gmail.com

### SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement is between Diana or Michael Damon, Homeowners and responsible person referred to as Primary Guest as of the date set forth on the signature line at end of this Agreement form. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: "It's About Time" villa with four bedrooms and 3 bathrooms located on Ajax Peak, St. John, USVI.
2. Rental Party: We rent to only one party of guests at a time. The rental party shall consist of Primary Guest (must be at least 26 years old) and the following persons accompanying:

How many Adults: \_\_\_\_\_ Children: \_\_\_\_\_ ages: \_\_\_\_\_

Please list ages of children for potential age appropriate features that can be prepared.

Primary Guest on Contract: \_\_\_\_\_

*No more than 8 guests without prior written permission. An additional fee may be applied for permitted additional guests.*

3. Term of the Lease. The lease begins at 3:00 p.m. on \_\_\_\_\_ (Check-in Date) and ends at 10:00 a.m. on \_\_\_\_\_ (Checkout Date).

4. Deposit: A deposit of 50% of total fee is due within 2 days of request to reserve your dates. Tentatively held until then. The other 50% is due 30 days prior to the Check-in Date. Security Deposit of \$300 is owed in addition to second half of payment and will be returned within 60 days of Checkout Date provided no deductions are made due to damage to the property or furnishings; missing items; excessive cleaning needs above normal typical usage; or any additional cost incurred by Homeowner due to Guest's stay. ***If the premises appears out of order or damaged upon Check-in, Guest shall inform Property Contact immediately.***

5. Rental Rate and Fees: Rental Rate Quote: \_\_\_\_\_ (plus \$300 Security Deposit). Cleaning Fees prior to and following your stay are included within your total payment. Housekeeping, Maid service and Garbage removal are not included in rental fee. We ask that you leave the villa as you found it, excluding laundry. There is an additional charge of \$100. each for excess trash left behind, furniture not placed back in original layout, or any use of hurricane shutters not returned to open position.

6. Payment: Please send check or money order made out to Diana Damon and sent to P.O. Box 99, Hadley, MA 01035. Refunds for hurricanes is provided in detail in the Rental Rules Form.

7. Cancellation Policy: If Guest needs to cancel reservation, the deposit will be refunded as follows: 100% with more than 60 days notice, 50% with 30 days notice, 0% less than 30 days notice, as of 12:00 noon on calculated dates. Travelers Insurance is recommended and would be purchased separately by Guests.

8. Holds Harmless Agreement: This villa is privately owned. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the Guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.

9. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall direct all members of the rental party and anyone else guests permit on the property to abide by the Rental Rules at all times while at the property.

10. Access: Guest shall allow Homeowners and/or Property Contact access to the property for purposes of repair and inspection as needed. Homeowners shall exercise this right of access in a reasonable manner.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below. Please **initial Exhibit A** for agreement on Rental Rules.

**Guest:**

**Homeowner:**

\_\_\_\_\_

\_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Email: Itsabouttimevilla@gmail.com

Phone: \_\_\_\_\_

Phone: 413-244-5405 (or 413-406-4069)

## **EXHIBIT A**

# ***It's About Time Villa***

## **Rental Responsibilities**

We are very happy that you chose "It's About Time" for your vacation get away! Please let us know if there is anything we can do to improve your accommodations during your stay.

- Smoking: Smoking is NOT allowed inside any portion of the villa. Smoking is allowed outside only.
- Pets: Pets are NOT allowed on the property.
- Security: Keys to the home are provided and Guests will be solely responsible for locking the villa and the safekeeping of their valuables during their visit. There are 2 safes available for guests to lock their valuables inside.
- Toilets: Septic system is very effective; however, it will clog the impeller if improper material is flushed. DO NOT FLUSH anything other than waste and toilet paper. No feminine products or dental floss should be flushed at ANYTIME. It is the Primary Guest's responsibility to be sure that all guests are aware of this because if system becomes blocked it can be very unpleasant, foul, and inconvenient during your stay.
- Water: Water is stored in cisterns located beneath the villa. Water is filtered and safe to drink. We ask that you preserve water as much as you are able with examples of turning faucets off during washing and brushing teeth, use full dishwasher for washing dishes, clothes washer set to correct amount of water for load, and quicker showers when possible. Eco- friendly solar system generates all of the hot water for upstairs floor, so hot water is dependent upon the sun. Lower level has an electric hot water heater. Hot water can become extremely HOT, so be sure to use caution.
- Doors: Always make sure that the interior and exterior doors are latched securely with attached hooks or levers. Sudden wind gusts are common and slam the doors VERY loudly and could cause damage.
- Air Conditioners: Refreshing breeze comes into villa most of the time. Air conditioners are generally not needed. We ask that each time you leave the villa and when it rains the sliding doors need to be shut on the Coral Bay side of villa, as short bursts of rain are common and can damage furnishings and tile flooring can become very slippery. Please turn off air conditioners when exiting also.
- Front Gate: We ask that you keep the front gate closed when you are there and especially when you leave the property as the local donkeys, deer, and goats will come in to yard and eat all of the beautiful plants surrounding the house. Donkeys are fun to visit with and feed, we just ask that you do this at the end of the long driveway, not near the house. They love carrots and Nutterbutter cookies (not salty items). Also, be careful of getting in between mothers and babies.

***Rental Rules are continued on next page***

- Occupancy: Occupancy of Guests should not exceed the agreed to amount in Agreement. No additional guests permitted to stay overnight on property. Any other person on the property is the sole responsibility of Primary Guest.
- Noise: Guests should not create excessive noise at a level that disturbs neighbors; respectful neighborhood quiet hours are from 10:00p.m. – 8:00a.m.
- Pool: No glass allowed near pool. Plastic drink cups and wineglasses are available to use.
- Maintenance: Keep the property and all furnishings clean and in good order.
- Cars: Parking is limited to 4 vehicles maximum. Vehicles are to be parked in designated parking areas only. Please do not block the access road.
- Linens: Maid service or daily housekeeping is not provided. Washer, dryer, and dishwasher are available for guest use. Please use the provided beach towels on the beach, not the bath towels.
- Trash: All garbage must be stowed in the proper garbage and recycling receptacles, located at the side of the house (bags provided). We ask that the Guests empty and bring garbage to receptacle up the road before the end of the week to keep down on critters and accumulation.
- Trash Removal: Trash Storage and Disposal is your responsibility. Dumpsters are free and located at various points around the island for your convenience. Leaving trash or food items unattended will invite unwanted wildlife or insects, inside and out. This includes any food left on the counters.
- Evacuation: If there is a Tropical Storm or Hurricane, guests will need to follow protocol and refunds will be given as follows: The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning Area" and/or a "Mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund: Any unused portion of rent from a guest currently registered; Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.
- Weather: Bad weather, storms, or poor road conditions will not constitute reason for refund. The mountainous roads can be curvy and steep. Roads from the ferry to the villa are paved; however, we highly recommend four wheel drive for driving around the island.
- Force Majeure: We accept no responsibility for and shall not be liable in respect of loss or changes caused by Force Majeure, e.g. Strikes, Fire, Flood, Closure of airports, Weather conditions, War, Riots, Terrorist Activity, or any other event beyond our control.
- Departure: Check out day, we ask that you lock up villa, place all keys on kitchen counter, and leave by 10:00 am.
- Satisfaction: We want your stay at It's About Time to be the most enjoyable ever. If there are any questions or concerns please contact our Property Contact who lives nearby on island or the property owners. We welcome your comments and suggestions and hope that you will choose "It's About Time" for your next visit to St. John.

Thank you!