

RENTAL TERMS AND CONDITIONS OF VILLA CAROLINA:

When you make a reservation, you will receive an Invoice Confirmation from us requesting your deposit on Villa Carolina. This Invoice Confirmation becomes a legal and binding agreement when you send us your rental deposit; it states the terms and conditions of the villa rental between you (the "Guest") and your principal, Sharon St. Clair.

Your sending payment in response to this invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed below. If you have any problems or questions with any of the following, please be sure to phone us for discussion and explanation before you send us your rental deposit monies.

PAYMENT POLICIES: Initial deposits are due within 7 days of booking to confirm your reservation. Failure to make this payment subjects your reservation to automatic cancellation without notice to you. Deposit fees are based on the complete rental rate which includes the cost of the villa, plus the Virgin Islands Government Hotel Tax (12.5%), and a \$500 refundable security deposit. We will accept personal checks, cashiers check, money orders, PayPal, and direct account transfers.

DEPOSITS: 50% of the rental rate is required as a deposit to reserve the villa. Payment in full is due 60(sixty) days prior to your arrival. If a guest fails to pay in full by 45 days prior to the rental period, they forfeit their deposit and the villa becomes immediately open to the rental market.

CANCELLATIONS AND REFUNDS: All cancellations and any request for changes to your reservation, such as date changes or changes in the number of persons, must be made IN WRITING. If you cancel more than 90 days prior to your arrival date, 75% of your total rent will be refunded to you and 25% of your total rent will be retained by Sharon St. Clair as full liquidated damages. If you cancel less than 90 days but more than 45 days, 50% of your total rent will be refunded to you and 50% of your total rent will be retained by Sharon St. Clair as full liquidated damages. If you cancel within 45 days of your arrival date, Sharon St. Clair will retain 100% of your total rent as full liquidated damages. However, if your cancelled dates are re-booked to another guest, 80% of your rental monies will be returned to you for the nights re-booked, and 20% will be retained by Sharon St. Clair as full liquidated damages. In rare cases, consideration may be given allowing you to rebook the villa at a later date, without penalty to you. Refunds due to last-minute reductions in the total number of guests originally booked will only be considered on a case-by-case basis when requested in writing within 45 days of your arrival.

Cancellations that occur due to death, sudden illness, anything COVID related, airline strike, or closing of airlines due to inclement weather are given special consideration since we usually cannot rebook on such short notice. We recommend that the guest who cancels under these circumstances be given a year to eighteen months to re-book their time during the off season instead of forfeiting the rental amount. No refunds will be given.

We ask that you please send your payments on time to avoid cancellation of your reservation. If you must change or cancel any portion of the services you have already booked, please notify us IN WRITING by email, fax or letter.

Circumstances such as "no-shows", late arrivals, a reduction of the number of people in your group after your arrival, and early departures after your arrival are non-refundable. No refunds will be granted unless there is a serious problem which cannot be remedied within 24 hours, and/or which causes the Guest extreme, undue discomfort or serious inconvenience (see also Complaints and Maintenance below). Guests who abandon Villa Carolina without permission from Sharon St. Clair agree that they have no rights to compensation. Villa Carolina is in a private location with no new construction around, but if for some reason construction does occur, we will not be held responsible and we will not issue any compensation for this.

HURRICANES/WEATHER: If a dangerous hurricane is approaching St. John, then a mandatory evacuation order may be given by island authorities and you may be forced to leave the Villa. Your entire

party must follow these orders. You are not permitted to stay in the Villa and “ride out” the hurricane. The Villa will be shut down and closed up, and the power will be turned off. Sharon St. Clair accepts no liability in the case of a hurricane or any other extreme weather and no refunds will be issued for lost rental days. However, you may be able to receive a discount for a future visit and this will be determined by Sharon St. Clair on a case-by-case basis.

__ WE HIGHLY RECOMMEND TRAVEL INSURANCE: Very unpredictable things can happen when you least expect it. The weather can often be the problem. Whatever it may be, you travel at your own risk and Sharon St. Clair is not responsible or liable in any manner.

__ SECURITY DEPOSIT: \$500 - Security deposits are fully refundable within 45 to 60 days of your departure, provided there is no breakage, damage, missing items, **additional cleaning for villas left abnormally dirty (\$300 charge), excessive sand throughout the Villa or in washer/dryer (\$300 charge)**, long-distance calls charged to the villa's telephone, and no other charges incurred before, during or after your rental stay, still outstanding. All normal utilities (except for long distance phone calls **or careless or excessive use of the villa's water supply**) are included in your rental price. You hereby agree to pay Sharon Ostrum the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of your occupancy, excluding normal wear and tear.

Locked pantries and closets are reserved for the use of the villa owner and are not included in this rental. You as the Guest agree to take all reasonable steps to ensure that your family and other guests in your party adhere to the rules and regulations regarding this villa. The villa is fully furnished, including an ample supply of bed linens and towels for Guests' use. Rearranging the furniture or removing any items from the villa is prohibited.

__ LIABILITY: Sharon St. Clair assumes no liability for property loss or damages, or liability for injury, accidents, delay, or irregularity which may be occasioned either by reason of defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from their villa. Transportation, including airlines, ferries, charter vessels, rental cars and taxis is supplied by providers who operate independently of Sharon St. Clair. Sharon St. Clair assumes no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of these providers. Furthermore, Guest is responsible for Villa Carolina during occupancy, must lock villa windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. Sharon St. Clair reserves the right to refuse service or rentals to anyone at her complete and sole discretion.

__ WATER: The Villa cistern water levels are digitally monitored and the current levels are noted both before guests arrive, and after they leave. **There is always plenty of water for your stay, but should you be careless and excessive, the water may run out and you could be charged up to \$500 for a new water delivery. Also, water deliveries can sometimes take up to 3 days.** In order to avoid any issues, we ask you politely to use the water efficiently and conservatively.

__ CHILDREN: Children ages 8 months to 8 years are not permitted to stay at Villa Carolina because of legal issues with the pool. Special consideration is sometimes granted and will be discussed on a case-by-case basis. Permission must be granted **in writing** by Sharon St. Clair.

__ NO PETS: Pets of any kind are NOT ALLOWED in or on the villa's premises without specific **written** permission from Sharon St. Clair granted prior to arrival. A pet or evidence of a pet found on premises will result in immediate eviction, and forfeiture of Guest's entire rent and deposit.

__ COMPLAINTS AND MAINTENANCE: Sharon St. Clair shall make every effort to keep Villa Carolina and its inventories in good working order. In case of a maintenance problem, she will strive to repair the problem as soon as possible after being notified. She reserves the right to be allowed several hours and possibly up to 24 hours to remedy a reported problem. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service,

internet service, water, pool filtration systems, air conditioning, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or damage to the villa IMMEDIATELY to the Villa Manager.

__ **CHECK-IN and CHECK-OUT TIMES:** Guests must vacate the villa no later than 10 am. Check in time is 3 pm - NO EARLIER. If you would like a later check-out time, you are required to check with the Villa Manager during your stay to see if another group is arriving on the day that you leave. If not, you might be able to stay later into the afternoon at no charge, but you are required to get prior permission to stay later than the published check-out time. There are NO ARRIVALS of guests on Thanksgiving, Christmas Day, or the Fourth of July.

__ **ENTRY INTO VILLA:** The Villa Manager or his staff may enter the villa at any time, without notice or restriction, to perform any repairs as necessary or to check on a reported or suspected problem.

__ **DRUGS AND HAZARDOUS MATERIALS:** Guest and members of their party shall not use and are not permitted to bring into the villa any illegal narcotics or substances, flammable fluids (e.g., gasoline, kerosene, naphtha or benzene), or other explosives or articles deemed hazardous to life, limb or property.

__ **VILLA KEYS:** Sharon St. Clair shall charge Guest \$100 for each lost or mishandled house key and \$300 for a lost gate remote. Guest is required to follow all instructions precisely on where to leave the villa keys when you depart - call our Villa Manager if you are unsure!

__ **CAPACITY OF VILLA:** The total number of persons allowed to stay in the villa at any one time is restricted to the number of persons scheduled and paid for, based on two persons per bedroom. There is a maximum of SIX (6) guests permitted to stay in the villa. **Should a group misrepresent themselves, they will be required to pay \$1000 for each excess person immediately, or shall vacate the villa without refund.** Misrepresentation is considered stealing and there may also be legal ramifications.

__ **QUIET ENJOYMENT AND PARTIES:** Villa Carolina wishes to maintain a family atmosphere for the quiet enjoyment of Guests. We rent to family groups and responsible adults only; absolutely NO house parties or functions such as weddings are allowed without advance WRITTEN permission from Sharon St. Clair. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, **particularly after 10 pm at night.**

__ **MAID SERVICE** - We arrange cleaning service before your arrival and after your departure so that the villa is very clean. If you require midweek or daily maid service, it is available at an extra charge. This must be arranged with Sharon St. Clair, and the Villa Manager prior to the first deposit. Please request pricing for these needs upon booking. This service is for hotel-type general cleaning and tidying only; any personal laundry, cooking, or babysitting must be arranged in advance, and prices set according to services required.

__ **SPECIAL SERVICES** - We can arrange almost any special services you wish, on any island. We can also arrange your car rentals to be delivered to the villa OR picked up by you at the airport on arrival, with ample advance notice.

__ **TIPPING THE VILLA STAFF** - For really excellent service with a smile, we recommend tipping about \$50 to \$100 per week for the housekeeper. Also, if you have food or beverages left in the villa when you depart, we ask that you leave these for the housekeeping staff - they will appreciate it.

__ **STAIRS** - Our Island is mostly very hilly which provides dramatic sweeping vistas from many locations. One of the beauties of Villa Carolina is that you walk straight out of your car to the front door without having to negotiate stairs. However, once inside, there is a stairway that leads to the lower-level bedroom. There are of course two bedrooms upstairs and the entire pool deck can be easily accessed from this level. All doors are wide enough to accommodate a wheelchair if necessary.

DISPUTES: In any dispute arising out of this rent agreement, the laws of the United States Virgin Islands shall apply and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees. This Vacation Rental Confirmation becomes a binding agreement when you send Sharon St. Clair your rental deposit. Your sending payment in response to this invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed above. If you have any problems or questions with any of the preceding, please e-mail or phone Sharon St. Clair or Sean Vascek BEFORE you send us your rental deposit monies.

YOUR ARRIVAL ON ISLAND

You will fly into the Cyril King Airport in St. Thomas (STT). You have a choice in renting your car. You can rent at the airport and drive to the ferry dock where you will catch the barge to St. John, or you can take a taxi to the ferry and rent a car when you arrive on the island of St. John. Please note that if you choose to rent a car on St. John, it cannot be taken over to the island of St. Thomas.

We will need to know your airline FLIGHT NUMBER, ARRIVAL AND DEPARTURE TIMES, AND YOUR CAR RENTAL COMPANY at least THREE WEEKS before you travel (please e-mail this vital information to sean@villacarolina-stjohn.com). This is essential - there are no street addresses in the islands, and you will be stranded at the ferry when you arrive unless we know when to expect you and can arrange to have your escort person meet you and lead you to Villa Carolina. Always travel with your list of island contact numbers in case of emergencies. Please be sure you remember to bring your passport OR your original (or certified copy) birth certificate with a **photo ID**. **[U.S. PASSPORTS ARE NOW REQUIRED TO GAIN ENTRY BACK INTO THE UNITED STATES IF YOU ARE PLANNING A DAY TRIP TO ANY OF THE BRITISH VIRGIN ISLANDS.]** If your flight is delayed or canceled while en route, you are REQUIRED to contact the Villa Manager so he can notify everyone involved, including your car rental company. Failure to do this will result in a \$100 penalty. We are on Atlantic Standard Time (during the winters, this is one hour ahead of Eastern Standard Time).

The Villa Manager or one of his staff will escort you to the villa. You'll be met on arrival at the ferry dock, OR at your car rental agency, and escorted to Villa Carolina. Upon arrival at the villa, you'll be given the keys, an island orientation, and a villa orientation to get you settled and comfortable. Meeting you at the ferry dock and escorting you to the villa is part of our provided service included in your rental rate. There is no extra charge for these services, although a tip for your escort is at your discretion for excellent service. You will also have the Villa Manager's day and night phone numbers for contact in case you need anything during your island vacation. However, transportation back to the airport or ferry dock upon your departure is NOT provided or included. Please be sure that you rent a vehicle large enough for your entire party PLUS your luggage. Island rental cars are usually small compact models, and Jeeps will hold four passengers but little or no luggage. Please plan accordingly.

You are required to phone the villa manager before you board the ferry or barge from St. Thomas to St. John so he will know at what time and at which dock you will be arriving, and can meet you there promptly. Please be sure to travel with all island contact numbers! You may rent a car on St. Thomas and put it on the barge to St. John for your stay (except Avis cars); for complete information on barge schedules and fares, please ask the Villa Manager or check on-line. The St. John passenger ferry from Red Hook (East End) charges \$5 one way, plus \$3 per piece of luggage, and the trip is about 20 minutes. **Due to heightened security**, all passengers are now required to tag all pieces of their baggage, and to travel with their photo I.D., which may be checked at boarding on all ferries. Luggage tags are for sale for \$2 each at the ferry ticket booths.

THANK YOU! ENJOY VILLA CAROLINA AND THE BEAUTIFUL ISLAND OF ST. JOHN.