

**Stella Maris**  
**242 Seagrape Street, Unit 1-3**  
**Palm Terrace Villas**  
**St. John, USVI. 00830**

**Rental Agreement**

Team Stella LLC, owner of Stella Maris, Unit 1-3 at Palm Terrace Villas, St. John, U.S. Virgin Islands has agreed to rent the premises as a short-term vacation rental to the Guest, who by signing and dating this Rental Agreement hereby agrees to the following rental policies, terms and conditions:

The guest will assume responsibility for all members of the rental party, the maximum occupancy allowed being 4 persons without special exception. No person under 25 years of age is allowed to rent Stella Maris, but persons under the age of 25 are welcome to stay as part of the rental party. Guest agrees to e-mail the owner a picture of a current photo ID and will show such photo ID to Manager or Greeter upon arrival if so requested.

**Payments for Rental Reservation:** Upon signing this agreement a 50% rental agreement is due immediately, if not received within 7 days, the owner reserves the right to cancel the reservation. The remaining 50% rental payment is due no later than 60 days prior to arrival. All rental payments are non-refundable. As part of the monies due for the rental the guest agrees to pay the USVI Hotel Tax, currently 12.5% but subject to change at any time. If the government implements a Hotel Tax increase the guest agrees to pay the difference. In addition to the rental payments, including tax, the guest also agrees to pay a maximum of \$300.00 cleaning fee and a non-refundable \$100.00 security fee which will cover incidental mishaps but not intentional acts that results in damage, gross negligence, willful and wanton conduct, or any cause if the guest fails to report the damage to the owner and property manager before departure. In cases of abuse and malicious damage to the premises of Stella Maris and its contents the guest will reimburse the owner the amount of all damage including attorney's fees.

**Checks:** Payments made by check are payable to Team Stella LLC. Checks should be mailed (with tracking number) to Team Stella LLC, 4808 Columbia Rd, Annandale, VA 22003.

**Electronic:** Payments can be accepted through our online website, Venmo and Zelle. If you select payment through our online website we will add a 2.3% credit card transaction fee to your invoice.

**Accurate Description of Rental Party:** On the date this agreement is signed the guest will submit a list of the names and ages of all members of the rental party. Any changes of people in the rental party must be approved in writing by the owner. Misrepresentations of the group may subject the party to eviction, as will violations of the reservation policies stated herein. The Property Manager or his/her representative have been granted full authority to enforce such evictions if necessary. No-shows, late arrivals, a reduction of the number of persons in your group and early departures after your arrival are non-refundable.

**Promotion of the Villa:** Stella Maris makes every effort to accurately and completely represent the villa on its website, other listing sites and in any other advertising. If the guest is disappointed or unsatisfied with the villa due to differences in taste according to decor, accommodation, location or any other reason and declines to stay at the villa, this will be considered a cancellation and no rent reduction will be issued.

**Construction Noise:** The St. John economy is thriving. Construction is everywhere. Work begins at 7:00 a.m. and stops at 3:30 p.m. weekdays. Your understanding is appreciated.

**Check-in:** 4PM is the earliest allowed check-in time. This allows the housekeepers to complete

their cleaning duties.

**Check-out:** 10AM is the required check-out time. Stella Maris and its representative is authorized to remove guest belongings to the outside landing at this time.

**Complaints and Maintenance:** Stella Maris, its owner, and managers are not responsible for the mechanical failures of such non-essentials or luxury items, including but not limited to Television, Cable Service, Dishwasher, Washer/Dryer, Air Conditioning, or any other appliance that fails to operate during your stay. No refunds will be issued for minor disruptions of any utilities or appliance including, but not limited to, power outages, water outages, telephone services, etc.

**Service/Repair:** Please report inoperative equipment to Management and Owner and we will make every effort to have repairs done as quickly as possible during reasonable hours. Speed of service cannot be guaranteed due to our reliance on island services, repair and utility companies. If Stella Maris or any of its systems or amenities require service or repair the guest will agree to make the villa or room available for the service technician.

**Drugs and Hazardous Materials:** Guests and members of their party shall not use or permit to be brought into the villa any illegal or hazardous substances.

**Gatherings:** No groups larger than those renting Stella Maris are allowed in the villa without written permission. Additional fees may apply.

**Garbage Removal:** Guests are responsible for removing all trash to the bins located at the lower level of the building or other containers located throughout the island.

**Housekeeping Service:** Stella Maris is thoroughly cleaned before your arrival. Should you desire additional housekeeping, this is sometimes possible to schedule with advance notice at a negotiated rate.

**Hurricane and/or Storm Policy:** There will be no refunds given for acts of God or force majeure such as hurricanes, tropical storms etc. on St. John, USVI. This applies to all current and future guests with reservations, whether on St. John or have made plans to travel to the island. Trip Insurance is highly recommended, see: [vacationrentalinsurance.com](http://vacationrentalinsurance.com). Please note that travel insurance cannot be purchased after your final payment has been made.

**Hurricane:** In the unlikely event that we should experience a hurricane this season, there are several things you should know:

1. Guests are not permitted to stay at Stella Maris during a hurricane! Exterior lights and balcony furniture will be moved inside. Electricity and gas will be turned off island wide. Telephone and cable service will most likely be down also. There will be neither running water nor flushing toilets. Stella Maris will no longer be luxurious or even comfortable. The USVI government will impose a curfew for the day of and sometimes days after the storm. Of course, the weather will be terrible!
2. In the case of a hurricane on St. John you will not receive a refund of your rental or hotel tax from the date you vacate.
3. If predictions indicate that a hurricane is heading our way and there is enough warning time you need to make every effort to fly out of St. Thomas before the storm is upon us. Delaying your departure plans may trap you on the island when no space is available on departing flights and after the storm you can expect to wait several or more days before normal airline travel is restored. If absolutely necessary, you might be able to secure a reservation at a St. Thomas hotel that has a generator. We encourage you to help yourself as quickly as you can in the event of such an emergency, all island residents will be busy getting their homes and families ready with storm preparations.

**Indemnification/Hold Harmless:** The guest and all members of the rental party agree to

defend, indemnify and hold harmless Stella Maris and its owner from and against all claims, demands, loss, liability of any kind and character, including cost of defense, arising out of or in any way connected with the guest's use of the property: in the event guests suffer personal/physical/property damage, injury, or loss. Stella Maris and its owner are not responsible for lost or stolen items or physical security. The duty to defend arises when the claim or demand is first made and is not waived by a delayed tender of defense.

**Internet Service:** Stella Maris offers high speed internet and Wi-Fi as a convenience to guests and is as unreliable as all utilities provided in the Virgin Islands. The internet service provider is not under the control of Stella Maris. The interruptions and slowdown of the services are not the responsibility of Stella Maris. It is certainly not reliable enough to be relied on for any time sensitive personal or business matters.

**Legal Recourse:** Any dispute arising out of these rental terms shall be construed and interpreted in accordance with the laws of the Territory of the U.S. Virgin Islands without resort to the conflicts or choice of law principles thereof. The Courts of the United States Virgin Islands, Division of St. Thomas and St. John shall be the exclusive venue for all judicial disputes and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees. Your sending a signed rental form and payment in response to an invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed upon the signed rental agreement. If you have any problems or questions with any of these rules, please be sure to e-mail or phone the owner BEFORE you send your rental deposit.

**Liability:** Stella Maris is acting hereunder as agent for the accommodations, and assumes no liability for property loss or damages, no liability for injury, delay or irregularity which may be occasioned either by reason of any defect in any vehicle or the acts of any company or person engaged in conveying passengers to or from the villa.

**Transportation** (airline, ferries, charter vessels, rental cars and taxis) is supplied by providers who operate independently of Stella Maris. We assume no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of these providers. You, the guest, are responsible for the villa during your occupancy. You must lock the villa's windows and doors securely when not on the premises and must exercise care in securing all property. You, the guest, must observe all cautions provided to you by the owner or local contact people.

**Linens:** Stella Maris has all required linens, bed covers, bath towels and beach towels.

**Beach supplies:** Beach chairs and coolers are provided for your use. Frozen blocks for the coolers are in the freezer. Bring your own sunscreen and avoid products that contain any or a high content of oxybenzone, titanium dioxide, zinc oxide, octinoxate, octocrylene, paraaminobenzoic acid (PABA) and methylparaben - these contents harm our precious coral reefs, please help us preserve our National Park on St. John. A complete list of safe sunscreens, which includes zinc oxide and mineral sunscreen, is at [www.islandgreenliving.org](http://www.islandgreenliving.org). You can get fined by the USVI gov for using sunscreen with these ingredients.

**Bathroom Supplies:** In addition to towels each bathroom is supplied with three rolls of toilet paper. You may need to supplement these items at your own expense. Each bathroom has a hair dryer. We depend on rainwater collected in cisterns. We appreciate your conscious and considerate efforts to conserve water, it helps us maintain our reasonable rates.

**Kitchen Supplies:** Our kitchen is beautifully equipped with necessary china, equipment such as coffee maker and blender, additional flatware and stemware, countless utensils, cutting boards, gadgets, cookware, BBQ supplies, and an array of traditional and gourmet spices. In addition to glassware some of our plexiglass stemware and glasses are expensive but are not dishwasher safe, please be mindful and courteous about that, we appreciate it. Upon arrival you will find one roll of paper towels, one bottle of dishwashing soap, and some dishwasher soap. Possibly you will need to supplement these items.

**Laundry Supplies:** Iron, ironing board, washer, dryer, laundry soap, dryer sheets. Please clean

dryer lint trap after every use.

**Electricity:** Electric power is extremely expensive in the USVI, please turn off lights and fans when not in use. When you leave the villa for the day please turn off the AC, the building is masonry and the system will cool the interior quickly when you return.

**Lost keys and lock out from safe:** There will be a \$75 service charge for a lost key or lockout, payable in cash to the maintenance person who comes to assist or charged to your credit card if we have one on file.

**Meetings:** No meetings or groups larger than those renting Stella Maris are permitted without written permission, an additional fee may apply.

**Weddings:** No weddings are permitted at Stella Maris without written permission, an additional fee may apply.

**Owner's Closet:** The owner has a locked closet for storing personal items. Please do not tamper with this area.

**Passports:** The U.S. Customs Service does not require a passport to depart the U.S. Virgin Islands to return to the United States or Puerto Rico. If you do not have a passport you are required to have an "other secure document" such as a driver's license with photo or notarized birth certificate to reenter the United States from the U.S. Virgin Islands. Travel to other islands like the British Virgin Islands does require a passport. Please be aware that not having a passport may delay your passage through customs and immigration upon leaving the Virgin Islands.

**Pets:** Pets are not allowed at Stella Maris. Penalties are a \$500 charge to a credit card on file, immediate removal of the pet and/or eviction of the guests. All rental payments will be forfeited.

**Personal Effects:** Stella Maris is NOT responsible for guest's personal belongings that are lost, stolen or left behind. A \$25 retrieval fee will be charged, and if found, the items will be returned at the guest's expense.

**Property:** Stella Maris is privately owned. The Owner and Property Manager will not be responsible for accident, injury or for the loss of money, jewelry or valuables of any kind.

**Reservations:** 50% of the full rental amount, the security fee, and the cleaning fee is required to make a reservation. The balance is due 60 days before the rental date. If the reservation is made less than sixty days before the reservation date the entire amount is due and payable. No reservation is confirmed until you have returned a signed rental agreement and received a confirmation from the owner.

**Service Interruptions:** Stella Maris strives to make your stay as comfortable and trouble free as possible. Sadly, there are some services over which we do not have any control. Problems with electrical service, cellular connections, internet service as well as cable are managed by other service providers and we cannot promise that the service will not be interrupted or available. We will make every effort to work with the various providers to restore any interrupted service as quickly as possible but we are at the mercy of the scheduling and effort of the other agency.

**Smoking:** There is no smoking allowed within Stella Maris or on the balconies. If this policy is violated and smoking is detected in the villa a \$500 penalty is due or will be charged the credit card on file, as well as any cleaning services.

**Rental Car:** Guests at Stella Maris are not required to rent a car but we strongly recommend it. The guest assumes responsibility for reserving a car and to ensure car availability and choice of car model we urge the guest to rent a car as soon as they make their reservation. The Owner or Property Manager will be happy to discuss various car rental companies with you but renting the car is up to you, the guest.

**Parking:** There is private off-street parking at Palm Terrace Villas, a rental guest in residence at Stella Maris has permission to park one rental car there.

**Noise:** There is a local noise curfew established by the government which means all people on island are expected to curtail noise between the hours of 10 PM and 7AM. Any excessively loud and disruptive noise created during these hours can be reported to the St. John Police Department at (340) 693-8880. The guest also agrees to respect the right to quiet enjoyment that other guests, tenants, and neighbors are entitled to at all times. Noise carries, kindly remember to be considerate of others.

**Questions:** If you have any questions regarding this contract please reach out to us at [reservations@StellaMaris-StJohn.com](mailto:reservations@StellaMaris-StJohn.com) or call/text 703.966.8022.

\_\_\_\_\_  
SIGNATURE OF GUEST

\_\_\_\_\_  
DATE

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Dates of rental \_\_\_\_\_ - \_\_\_\_\_

Number of Guests (4 Max) - \_\_\_\_ Adults \_\_\_\_ Children