

Payment Policy

A partial payment in the amount of [50%] of the grand total is due upon booking. Remaining payment is due no later than [60] days prior to arrival. If the booking is made after [or within [10] days of when] the second payment would be due, then this payment will be combined and due together with the first payment. A separate refundable damage deposit is required in the amount of [1000] USD. Instead of directly charging for the damage deposit, a hold will be placed on the payment card on file upon arrival. It will be automatically released on [10] days after check-out, provided no charges apply.

Cancellation Policy

Cancellation: We hope it will not be necessary for you to cancel after payment of the Deposit, but should you need to do so, it is important that we are notified immediately and in writing. If you cancel your reservation more than 60 days prior to the commencement of the Term, 100% of your Deposit will be refunded. Minus 2.8% processing fees for the payment and for the refund. If you cancel within 60 days of the commencement of the Term, the Manager will make reasonable attempts to rebook the Villa to a third party for the entire Term of this Agreement, and if Manager is successful in doing so for at least the same rate charged under this Agreement, Owner will refund an amount equal to 90% of the Deposit and any rent / taxes paid by Guests. If the reservation cannot be rebooked or cannot be rebooked for the full Term or rent stated in this Agreement, it is understood that the amount of any refunds to Guests will be made in the sole discretion of the Owner. As a result of these policies, Manager highly recommends that Guests purchase trip cancellation insurance from a third-party vendor.

In the event that the Owner cancels this rental due to unforeseen reasons, events, or circumstances, the Manager will make reasonable, good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location, and value which meets the reasonable satisfaction of the Guests. If such replacement property cannot be found and made available, Owner will immediately return a pro-rata portion (based upon the number of days of the Term that Guests were not able to utilize the Villa) of all payments made by Renters, whereupon this Agreement shall be terminated, and neither party shall have any further obligations or liabilities in any manner pertaining to this Agreement.

Indemnity & Liability

The Guest is responsible for their own travel/health insurance. Neither the Owner or Manager shall be held responsible in any way for damages, including but not limited to, those caused by natural disasters, acts of God, or other events beyond the Owner's control, such as flood, fire, hurricane or other damage, the Owner is unable to honor this agreement. The Guest is responsible for all damages excluding wear and tear and including those which exceed the deposit amount.

Maximum Occupancy

During the Term, the Guests will consist of a total number persons, not to exceed the number noted in the Villa description, who shall be permitted to exclusively occupy the Villa, provided that all such Guests or their legal guardian(s) execute this Agreement in the spaces provided below. No persons other than the aforementioned Guests may stay overnight at the Villa during the Term, and Guests agree that no more than four (4) invitees other than Guests may come upon the Villa premises during

the day. Violation of these maximum occupancy rules will cause Guests to incur additional charges, including cleaning charges. Events, including but not limited to "house parties," weddings, receptions, ceremonies or other gatherings at the Villa, are expressly prohibited. Violation of this covenant will result in the immediate eviction of Guests from the Villa and the forfeiture of all monies paid under this Agreement, including the Security Deposit, as liquidated damages.

Hurricane Storm Policy

St. John is in an active tropical storm region and is typically subject to storm strikes between During the official hurricane season that extends from June 1 to November 30. Guests are strongly encouraged to prepare for such a risk by purchasing trip cancellation insurance from a third-party vendor. Should a tropical storm threaten to affect St. John during your stay, the following policies will go into effect:

A. If a tropical storm or hurricane warning is issued by the National Hurricane Center for any of the U.S. Virgin Islands during your stay, Guests agree to depart from the Villa property immediately, so that the Manager can secure the property, and no refunds will be issued.

B. If the Virgin Islands experience a tropical storm or hurricane prior to the Term, the Manager may be unable to accept the Guests' rental during the Term. Communications permitting, Manager will attempt to contact Guests as soon as feasibly possible to convey an assessment of the situation.

1. If in the Manager's opinion the Villa experienced extensive damage from a storm such that it is unable to accommodate the rental, the Owner has the option of either attempting to locate a replacement property that equals or exceeds the Villa with respect to occupancy capacity, location, and value which meets the reasonable satisfaction of the Guests, or to refund the Deposit and any paid rent to Guests to the extent that the Owner is able to secure a recovery from applicable insurers for loss of rental income.

Security Deposit

Security Deposit: A refundable security/damage deposit in the amount of One Thousand Dollars that covers up to (\$1000.00) in damages will be included in the total amount due. (the "Security Deposit") if paying by Venmo, Zelle, cash, Check or bank transfer. If paying by Credit card, the "Security Deposit" amount is not included in the total amount due, A hold for \$1000.00 will be placed on the card on file, on the day of check in. This hold will be charged for damages if necessary or released 7 days after your departure. No cancellation penalties shall be applicable to the security/damage deposit. Manager may in his sole discretion deduct from the security/ damage deposit charges for damage to the Villa or surrounding property, for additional cleaning as described below, for unauthorized utility usage, or any services, repairs or replacement costs associated with Guests' breach of the conditions of this Agreement, or the negligent or intentional conduct of Guests. The guest will be responsible for any damages or expenses that exceed the \$1000 covered by the deposit.

Amenities

The Villa will come equipped with kitchen equipment, dinnerware, linens, towels, and other amenities that provide the utmost in superior accommodations. The Owner makes every reasonable effort to keep all amenities and the Villa inventory in good working order and highly representative of the

photos presented in its advertisements but cannot guarantee that those representations are completely accurate. Owner makes no guarantees, express or implied, regarding suitability or fitness of the Villa for any particular purpose. During the Term, Guests agree to the following conditions: (a) To conserve water and electricity; (b) to lock Villa windows and doors securely at all times when not on the premises and to keep valuables out of view, as Manager assumes no liability for property loss or damages as a result of theft; (c) to leave the Villa premises in the substantially the same condition as found; (d) to return keys and gate openers to Manager on departure; (e) to only use the Villa as a private vacation residence for the undersigned Guests; (f) to park no more vehicles on the Villa premises except in designated spaces only; and (g) not exceed the maximum occupancy limits applicable to the Villa as set forth in this Agreement.

Utilities

The Villa will provide potable water, electricity, TV, The Villa is equipped with ceiling fans and Air conditioning for cooling. Guests agree that the Owner cannot guarantee that all utility services will be operational 24 hours a day during the Term. Manager will take all reasonable steps possible to reactivate service or contact appropriate utility providers for repair as soon as a utility problem is reported to Manager, but no portion of the rent will be refunded in the event of a short-term failure of a utility company to provide utilities to the Villa unless that failure is a result of Manager's gross negligence. The Guests understands that a landline telephone is not provided in the Villa. Guests will need to provide their own device for phone service.

Cleaning

The rental amount includes payment for normal cleaning at the end of the term. If Guests leave the Villa in a condition which requires extra cleaning beyond the norm in Manager's sole discretion, or the Guests request extra cleaning services, the Guests shall be responsible for the cost of such extra cleaning which will be deducted from the security /damage deposit or charged directly to the Guests.

Personal conduct.

Guests agree that they and their permitted invitees shall conduct themselves in a manner that will not unreasonably disturb the 'neighbours' peaceful enjoyment of their properties, and that any consequences of their failure to do so shall be Guest's sole responsibility. Guests further agree they will not allow the Villa premises to be used for any improper or illegal purposes, or in any manner constituting a nuisance.

Guests are jointly and severally liable for all damages to the Villa or surrounding property caused by the negligence or intentional conduct of Guests and/or their invitees. Guests agree to be fully responsible for all acts and omissions of their invitees during the Term. Guests agree not to alter the Villa in any manner or remove any contents from the Villa absent the written permission of Manager.

Pets, Smoking

Guests agrees not to bring or allow pets on or in the Villa or surrounding premises during the Term without the express advance written consent of Manager, which may be refused for any reason or no reason whatsoever. Guests agree that they shall neither smoke nor allow smoking inside the Villa during the Term. Any violation of this policy will result in Guests being charged, jointly and severally, a

fee of \$100 per each day of the Term representing liquidated damages for increased fire risk, cleaning, insurance premiums, and / or damage to the smoke-free environment desired by our non-smoking guests.

Damage and Repairs

Guest shall provide prompt, detailed telephone notice to Manager in the event of any damage or disrepair to or affecting the Villa. If such damage or disrepair is not the result of the action or inaction of Guests, and if such damage or disrepair does not materially interfere with the use of the Villa, Manager shall undertake all reasonable efforts to remedy the same without a reduction in Guests' rent. Upon reasonable advance notice to Guests, Manager and its contractors may enter the Villa during the Term for the purpose of conducting necessary maintenance, repairs, or for other reasonable purposes, including previewing of the Villa property to potential renters or purchasers. Priority will be to schedule these events in between rentals, but we do appreciate your cooperation in the event that this is not possible. All efforts will be made as to not encroach on Guests' enjoyment of the Villa. Guests agree if they abandon or vacate the Villa prior to the end of the Term, Manager may, at its option, terminate this Agreement and repossess the Villa.

Subleasing

Guests may not assign their rights under this Agreement, or sublease the Villa, in whole or in part without the advance prior written consent of Manager, which may be refused for any reason or no reason whatsoever.

Personal Risk

Guests assume all risks of injury to themselves and their invitees during the Term. While Owner has made every reasonable attempt to render the Villa property as safe as possible, open and obvious dangers may exist. Patios, stairs and pool areas can be slippery when wet, and guests are reminded to use caution when venturing outdoors in wet conditions, such as after a rain event, or at dusk when dew may be present. It is strongly recommended that Guests utilize flashlights provided in the Villa when navigating outdoor walkways after dark. Guests are responsible for the operation of all indoor and outdoor lighting during their stay. Guests are expected to strictly follow all posted rules and regulations, and the Manager's instructions, regarding use of the pool facilities. Guests understand and acknowledge that the remoteness of the Villa, the topography of the Villa property, prevailing weather, and environmental conditions all increase risk of personal injury and/or damage to personal property. Accordingly, Guests on its their own behalf, and on behalf of their invitees, agents and representatives, agrees to fully release, indemnify and hold harmless the Owner, Manager and their respective representatives, contractors, agents, assigns and insurers from and against any and all damages, injuries including death, claims or liabilities of any nature associated with the Guests' occupancy or use of the Villa or property surrounding it, or the use of any vehicle utilized to access the Villa property, no matter how caused, unless solely caused by the intentional or grossly negligent act of the Manager. The undersigned Guests acknowledge that they have read and voluntarily agree to provide the release and waiver of liability contained in this paragraph, and that no oral representations, statements, or inducements regarding the terms of Guests' occupancy or the Villa, other than those expressly contained in this Agreement, have been made to them.

Children

Any permitted Guests less than eighteen (18) years of age must be accompanied By an adult at all times they are on the Villa premises by his or her legal guardian, who has signed this Agreement on behalf of the indicated minor under proper authority.

Legal disputes.

Other than a summary proceeding brought by the Owner for unlawful possession of the Villa premises, should any dispute arise between the Parties with regard to the terms, performance or validity of this Lease, or any breach thereof, any Rent or lease charges, any claims for injuries or damages, or any claims for any relief of any nature arising from the relationship between the Parties, or the arbitrability of any of the above (collectively referred to as "claims"), the Parties agree that those claims shall first be submitted to mandatory mediation within 60 days of demand by any party, before a single mediator sitting in St. Thomas, Virgin Islands, conducted by the American Mediation Institute in accordance with the mediation rules applicable to the District Court of the Virgin Islands.

In the event that any claim is not resolved by mediation, such claims shall be submitted and exclusively resolved by mandatory, binding arbitration before a single arbitrator conducted in St. Thomas, Virgin Islands in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or such other rules as the parties may agree to utilize), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall pay his, her or its own expenses and attorney's fees, and one-half of the arbitration and arbitrator's fees, but the arbitrator shall have jurisdiction to and shall award the prevailing party's costs, expenses and attorney's fees against the non-prevailing party as part of the final award, and shall have jurisdiction to issue sanctions. The award of the arbitrator shall be final and binding upon the parties, AND THE PARTIES ACCORDINGLY WAIVE ANY RIGHT(S) TO A TRIAL BY JURY AS TO ANY CLAIM. No party other than the signators to this Agreement may be made a party to any arbitration pursuant to this clause absent the written agreement of both the parties to this Agreement and the party to be joined.

The parties agree that nothing in this Agreement shall be construed to create an employment, agency, or joint venture between Guests on the one hand, and Owner on the other hand. Rather, Guests are assuming a short – term tenancy with Owner upon the terms stated herein.

This Lease contains the entire understanding between the parties with respect to their occupancy of the Villa, their relationship with the Owner, Manager, and the Villa, and supersedes any prior agreements or understandings, whether oral or written. The terms of this Lease may not be modified or amended absent a subsequent writing signed by the parties. The construction, terms and performance of this Lease shall be construed pursuant to the laws of the U.S. Virgin Islands.

The parties agree that this Lease may be signed in counterparts, and that electronic or fax signatures shall be binding.

Additional Guests

The Signing guest of this Document Agrees that He or she has advised all members in the party listed here of the terms of this agreement and that they will all abide to the terms of this agreement. The maximum number of guests shall not exceed that noted in the description of the Villa.

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