

Vacation Rental Terms and Conditions

- **Payment and Cancellation Policy:** A deposit of fifty percent (50%) of the rent due is required to hold a reservation; reservations are considered on "hold" until this deposit is received (a one-week grace period holds the Property). The balance of rent due must be paid in full, along with the damage deposit and 10% V.I. Hotel Tax, at least 45 days prior to arrival, if booking lead-time permits. 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.

Cancellations will be honored if made outside of 45 days prior to arrival date, with a twenty percent (20%) penalty levied and paid to Coldwell Banker Land-de Wilde Realty. Cancellations made within 45 days of arrival are subject to forfeit of the entire payment, subject to individual property owner's discretion. However, if your cancelled dates are rebooked to another guest, 80 per cent (80%) of your rental monies will be returned to you for the nights rebooked, and 20 per cent will be retained by Coldwell Banker Land-de Wilde Realty as full liquidated damages. In rare cases, some villa owners may be persuaded to allow you to rebook your villa at a later date, without penalty to you.

We will accept only one credit card per party. Credit card charges are subject to a 4% charge.

- **Full refunds to guests in the event of a hurricane, earthquake, fire, tidal wave, or other disaster occurring** and affecting St. Croix (and curtailing such services as electricity, island entertainment and services, and restrictive curfews being set, etc.) shall be granted from the first day of the hurricane or other disaster occurring to the end of the guest's rental period. All efforts will be exhausted in order to evacuate all guests from the Property and/or from the island before a hurricane or other anticipated disaster arrives.
- **Liability:**
Coldwell Banker Land-de Wilde Realty is acting as the agent for vacation accommodations. Neither Coldwell Banker Land-de Wilde Realty nor the property owner assumes any liability for property loss or damages, nor 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 (airlines, rental cars and taxis) are supplied by providers who operate independently of Coldwell Banker Land-de Wilde Realty.

Coldwell Banker Land-de Wilde Realty and the property owner assumes no responsibility for any loss, injury, or damage to person or property because of the acts of those providers, or otherwise and Guest shall indemnify and hold harmless Coldwell Banker Land-de Wilde Realty and the property owner for any claims for personal injury or property damage arising for the vacation rental.

Guests are responsible for their villa during occupancy.

- **No Pets Policy:** NO pets of any kind are allowed in or on the villa's premises without specific written permission from Coldwell Banker Land-de Wilde Realty (granted prior to arrival). A pet or evidence of a pet found on premises will cause immediate eviction, and forfeiture of Guest's entire rent and deposit.
- **Security and Damage Deposits:** Damage deposits are fully refundable within 30 days of your departure, provided there is no breakage, damage, missing items, no additional cleaning for villas left abnormally dirty, long-distance calls charged to the villa's telephone, and no other charges incurred before, during or after your stay, still outstanding. All normal utilities (except for long distance phone calls or careless or extremely excessive use of your villa's water supply) are included in your rental price. You hereby agree to pay Coldwell Banker Land-de Wilde Realty on behalf of the owner of your property 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 affecting your villa. All villas are privately owned, so decor, colors and inventories will of course vary. All villas are 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. **We request that our clients provide a credit card number FOR THE SECURITY DEPOSIT.** THERE WILL BE NO CHARGES or holds placed against the credit card you provide to us unless 1) damage over and above the normal wear and tear is discovered at the villa or its contents upon your departure, or 2) keys or gate/electronic remotes are lost.

There is absolutely NO SMOKING allowed at any of our properties.

- **Maintenance and Complaints:** Coldwell Banker Land-de Wilde Realty shall make every effort to keep all villas and their inventories in good working order. Each property is individually owned and not always managed by Coldwell Banker Land-de Wilde Realty. In case of a maintenance problem, we will strive to repair the problem as soon as possible after being notified. We reserve the right to be allowed several hours to cure 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, hot tubs, air conditioning, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or damage to their villa IMMEDIATELY to us.
- **Check-in and Check-out Times:** **Check-out time is 11 AM and check-in time is 3 PM.**
- **Entry into Villa:** Coldwell Banker Land-de Wilde Realty or its staff may enter your villa to perform any repairs as necessary. If your villa is on the market for sale, we reserve the right to allow the villa to be shown, but only by advance appointment made with Guests. We will make every effort to schedule such brief showings at a time convenient to you, to respect your privacy, and not interrupt your stay.
- **Substitution:** Coldwell Banker Land-de Wilde Realty reserves the right to substitute comparable or better accommodations without liability, should the villa reserved be sold, be out of order, been inadvertently double-booked, or be deemed substandard by us for any reason. If comparable accommodations are not available, Guest may receive a complete refund of all pro rated rent and Hotel Tax paid for the original villa.
- **Illegal Drugs and Hazardous Materials:** Guest and members of his party shall not use or permit to be brought into any villa any illegal substances, inflammable fluids (e.g., gasoline, kerosene, naphtha or benzene), or other explosives or articles deemed hazardous to life, limb or property.
- **Villa Keys:** Coldwell Banker Land-de Wilde Realty shall charge Guest \$50 for each set of lost or mishandled keys or providing entry to the property if you lock yourself out; gate remote controls will be charged at replacement cost. Guests are required to follow all instructions precisely on where to leave your villa keys and gate remote controls when you depart - call our office if you are unsure!
- **Communication:** We advise our guests to bring their cell phones as our phone system can be unreliable. Please check with your service provider and take the necessary steps to insure your cell is programmed for service in the US Virgin Islands.
- **Villa Occupancy:** The total number of persons allowed in the villa at any one time is restricted to the number of persons scheduled and paid for, based on two persons per bedroom. Should a group misrepresent themselves, they will be required to pay for all excess persons immediately, or shall vacate the villa without refund. Exceptions: infants under 2 years old if sleeping in a baby crib and not occupying one of the villa's beds.

- **Parties and Quiet Enjoyment:** Coldwell Banker Land-de Wilde Realty 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 Coldwell Banker Land-de Wilde Realty. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10 PM. If Guests are found to have had a wedding or any sort of group gathering for more persons than officially scheduled and paid for at the villa, and/or without Coldwell Banker Land-de Wilde Realty advance written permission, Guests are subject to forfeiture of entire villa security deposit to the villa's owner, at the joint discretion of Coldwell Banker Land-de Wilde Realty and the villa's owner.
- **Escort to Your Villa:** If desired, you'll be met on arrival at the airport or your car rental agency, led (escorted) to your vacation villa, and upon arrival at your villa, you'll be given your keys and an island and villa orientation to get you settled and comfortable. These services are included in your rental rate and there is no extra charge for these services. You will have the manager's day and night phone numbers for contact in case you need anything during your island vacation. Transportation back to the airport upon your departure is NOT provided or included.
- In any dispute arising out of this rent agreement, the laws of the Virgin Islands shall apply and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees.
This agreement becomes binding upon receipt of your rental deposit. Your sending payment constitutes your acceptance and agreement to the terms, conditions, limitations, and restrictions listed within this contract. If you have any problems or questions with any of the preceding, please BE SURE to contact us BEFORE you send us your rental deposit monies. Please note that if upon your arrival you determine that you would prefer to relocate to a different property for any reason, approval of the request to release you from your monetary obligation as specified within this agreement will be at the sole discretion of the owner(s) of the property listed below.