



Caribbean Villas of St. John  
 89 Mussey Road Suite 103  
 Scarborough, ME 04074  
 Call: 800.338.0987  
 Email: info@caribbeanvilla.com

**Guest Contract**

A completed Guest Contract is required on all reservations, and all pages must be returned with your initial payment.

Please Complete: Your confirmation number is located in the First Confirmation email we sent after your reservation was confirmed.

**Confirmation Number:** \_\_\_\_\_

**Villa Name:** \_\_\_\_\_

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

**Arrival Date:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Departure Date:** \_\_\_\_\_

Flight Information: If you have made arrangements, please share your flight information to and from the St. Thomas (STT) airport.

**Arrival Time & Airline/Flight Number:** \_\_\_\_\_

**Departure Time & Airline/Flight Number:** \_\_\_\_\_

Bed Configuration: Please indicate how you want the beds configured here if applicable. A \$100 fee will be charged to your damage deposit if you request a bed change upon or after arrival.

King \_\_\_\_\_ / Twins \_\_\_\_\_

Arrival Day: Please indicate if you would like a Greeter to meet you at the St. John dock or if you prefer to be a self-check-in. Not indicating will result in a self-check-in, and no Greeter will be scheduled for your arrival. **\*\*Villas Excluded from Self-check-in are Dream Come True, Exotic View, Ilios, and Palm Villa.**

**GREETER** \_\_\_\_\_

**SELF** \_\_\_\_\_

Where are you staying if you arrive earlier than your stay with us? \_\_\_\_\_

Who are you renting your jeep through? \_\_\_\_\_

Have you stayed with Caribbean Villas before? \_\_\_\_\_

**Short-Term Rental Agreement**

This Short Term Rental Agreement is made by and between Caribbean Villas of St John and GUEST as set forth on the signature page of this agreement. For sound & valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

Cable/Internet/Phone/Electricity: These services are frequently interrupted in the USVI. If this occurs, please know that the response time may be longer than usual. Please report any outages to the St John Office. There will be no refunds for these interruptions. We do not guarantee internet quality or speed.

Check-In & Check-Out: Check-In Time is 4:00 pm. Check-out time is 10:00 am. **\*\*We appreciate your patience if housekeeping is still prepping the villa when you check in.** No early Check-Ins or Late Check-Outs will be allowed as housekeepers need additional time to prepare the villa/condo between guests' arrivals/departures.

Complimentary Check-in: One complimentary check-in per party (transportation not included) until the 7 pm boat. **8 pm or later, arrivals will incur a \$50 fee. This needs to be prepaid, or it will be charged towards your damage deposit.**

**Drones: Drones cannot be flown from villas or surrounding areas on St. John.**

Garbage Removal: Guests are responsible for removing all trash from their vacation rental. A \$125 fee will be charged to your damage deposit if the rental agent is required to remove the trash left behind. There are dumpsters on the side of the roads for guests to use.

Hot Tubs: There are no refunds for malfunctioning hot tubs.

Lost Keys (Villa, Gate, & Jeep): If a villa or gate key is lost or misplaced, a \$175 fee per key and a \$600 fee per key will be charged to the guests' security deposit.

Maintenance/Complaints: No refunds will be considered unless the problem has been reported during your stay at the villa.

Personal Effects: The Villa Owner, manager & rental agent is not responsible for the Guest's belongings that are lost, stolen, or left behind — a \$25 - \$75 retrieval fee plus shipping to return items.

Power Outage: DO NOT USE WATER DURING A POWER OUTAGE and report immediately to the St. John office. Using water causes the power to automatically shut off when it is restored.

Smoking/Drugs: Smoking is not allowed on property grounds or rental vehicles, and no illegal drug use or possession is allowed on any property. Guests will be fined up to \$200 for smoking violations.

Substitution: Caribbean Villas of St John reserves the right to substitute comparable or better accommodations without liability should the villa reserved be sold, out of order, double booked, or be deemed substandard by us for any reason. If comparable accommodations are not acceptable to the guest, the guest may receive a full refund.

Trip Cancellation Insurance: If you do not have a source for cancellation insurance, there is a website with suggestions and reviews - Consumer Advocates - Trip Cancellation Insurance. <https://www.consumersadvocate.org/travel-insurance/best-travel-insurance>  
Please verify all terms and conditions of coverage with the trip cancellation insurance company. The guests are responsible for covering themselves if they need to cancel or change their vacation plans.

Villa Occupancy: The maximum occupancy is limited to the number of guests booked & paid for at the villa. No weddings, functions, parties, meetings, or receptions are allowed without written permission. Violations will result in immediate eviction & forfeiture of all funds.

Villa Security: A safe is provided for you to use to protect your belongings. There is a \$50 charge per visit for maintenance to come to the villa to open due to operator error. Keep all doors, windows & sliders locked, especially at night & when you are not home.

Please Initial. Cancellation Policy: All payments/reservations are non-refundable/non-changeable. Should you be forced to cancel/change for ANY reason, you must file a claim with the travel insurance company you purchased through. If you did not purchase trip insurance, you are forced to cancel for ANY reason, and a replacement rental equal to the full contracted rental rate is obtained; your payment will be refunded, less 20% of the complete rental rate. Caribbean Villas makes every effort to represent our villas accurately and completely online and through all communications. If the guest is disappointed or unsatisfied with a property due to descriptions noted on websites or differences in taste according to decor, accommodation, location, or any other reason and declines to stay at the rental property, this will be considered a cancellation; no rent reduction or refund will be issued.

Please Initial. 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 policy applies to current and all future guests who have reservations to travel or are on St. John. We highly recommend trip cancellation insurance. If insurance is not purchased and St. John is impacted by an act of God or force majeure, no refunds will be offered. There will be no exceptions to this policy.

Please Initial. Liability Release: The guest agrees to indemnify and hold the owner, manager, and rental agent harmless from any claims or causes of actions arising from the rental and occupancy of the residence by the Guest or invitees. The owner, Manager, and rental agent assume no responsibility for insurance; the residence is locked and secured, and the guest's belongings are secured in the safes. Guest further acknowledges they will exercise extreme caution regarding the pools, decks, railings, walkways, staircases, shoreline, driveway, courtyard, and road, and adults will constantly supervise children in and around these areas. This property is privately owned, and the Owner and Property Manager reserve the right to refuse service to anyone at their discretion.

A damage deposit is required for all rental villas/condos. The required damage deposit will be given when your reservation is made. The damage deposit on the villa/condo (\$500 - \$1500), depending on the villa/condo, requires a Visa/MasterCard number and signature. The damage deposit will be authorized 2-10 days before your arrival. **This is NOT for your villa/condo payment.** If your villa requires a prepaid damage deposit, we still need a Visa/MasterCard number on file. We will not process an authorization to your card if the damage deposit is prepaid.

By signing below, I agree I have read the above & accept the conditions of the cancellation policy, procedures, rental policy & liability releases stated above, with or without my initials, in addition to the Caribbean Villas Reservation & Terms & Conditions Policies set forth on our website - [www.caribbeanvilla.com](http://www.caribbeanvilla.com). The guest assumes any and all risks posed to the guest when entering the villa.

Name on card: \_\_\_\_\_

Visa/MC Credit Card: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**A VISA or MASTERCARD (no debit cards) on file is required for all reservations.**

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## JEEP RESERVATION FORM

To reserve a vehicle please complete & return this form. We recommend reserving your vehicle early. If you are not reserving a vehicle you do not need to return this form. **THIS FORM DOES NOT GUARANTEE AVAILABILITY.** If we do not have any vehicles available, we will let you know.

**Guest:** \_\_\_\_\_ **Villa Name:** \_\_\_\_\_  
**Arrival:** \_\_\_\_\_ **Departure:** \_\_\_\_\_ **Conf.#:** \_\_\_\_\_

Jeep Wrangler (4 door, 4WD, 5 psg, HT, A/C, Automatic)	January 1 - December 31 \$103.75 per day after tax
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1st vehicle: Wrangler      Pick up date: \_\_\_\_\_ Return date: \_\_\_\_\_  
 2nd vehicle: Wrangler      Pick up date: \_\_\_\_\_ Return date: \_\_\_\_\_

<b>DRIVERS INFORMATION</b> Wrangler #1	
Name: _____	Additional Drivers/if none, write "NONE" with initials: _____
License Number: _____	Name: _____
License Expiration Date: _____	Birthdate: _____
Street Address: _____	License Number: _____
City, State, Zip: _____	Expiration Date: _____
Date of Birth: _____	State: _____
Cell Phone Number: _____	

All drivers are required to have personal auto insurance coverage when renting a vehicle in the U.S. Virgin Islands. You are responsible for the total cost of all damages & payment for damage must be paid prior to departing the island. **VERIFY your Auto Insurance includes coverage in St. John/St. Thomas, USVI. If it does not, check with Trip Insurance companies that offer vehicle coverage with their policies.** Please provide your automobile insurance information:

Insurance Company: _____	Agent Contact Name: _____
Policy Number: _____	Agent Contact Phone Number: _____
Policy Term Dates: _____	

<b>PAYMENT INFORMATION</b> Wrangler #1	
Name (as appears on card): _____	Cost: _____
Visa or MasterCard Number: _____	Zip Code: _____
Expiration Date: _____	CVV: _____
<b>MASTERCARD OR VISA ONLY (no debit cards) is required to reserve a vehicle.</b>	

All vehicles are **PREPAID** and will automatically be charged 60 days prior to arrival. Your damage deposit will be authorized up to 10 days prior to arrival. Pricing is \$103.75 per day (see pricing chart on page 6).

Please sign & return, as this form serves as your jeep reservation request, jeep damage deposit & jeep payment. By signing this form you are agreeing to the terms and rental conditions set forth above. These rental terms supersede all other printed material.

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

**JEEP RESERVATION FORM**

To reserve a vehicle please complete & return this form. We recommend reserving your vehicle early. If you are not reserving a vehicle you do not need to return this form. **THIS FORM DOES NOT GUARANTEE AVAILABILITY.** If we do not have any vehicles available, we will let you know.

**Guest:** \_\_\_\_\_ **Villa Name:** \_\_\_\_\_  
**Arrival:** \_\_\_\_\_ **Departure:** \_\_\_\_\_ **Conf. #:** \_\_\_\_\_

Jeep Wrangler (4 door, 4WD, 5 psg, HT, A/C, Automatic)	January 1 - December 31 \$103.75 per day after tax
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2nd Wrangler Reservation Dates: \_\_\_\_\_ Pick Up Date: \_\_\_\_\_ Drop Off Date: \_\_\_\_\_

<b>DRIVERS INFORMATION</b>	Wrangler #2	
Name: _____	_____	Additional Drivers/if none, write "NONE" with initials: _____
License Number: _____	_____	Name: _____
License Expiration Date: _____	_____	Birthdate: _____
Street Address: _____	_____	License Number: _____
City, State, Zip: _____	_____	Expiration Date: _____
Date of Birth: _____	_____	State: _____
Cell Phone Number: _____	_____	

**All drivers are required to have personal auto insurance coverage when renting a vehicle in the U.S. Virgin Islands. You are responsible for the total cost of all damages & payment for damage must be paid prior to departing the island. VERIFY your Auto Insurance includes coverage in St. John/St. Thomas, USVI. If it does not, check with Trip Insurance companies that offer vehicle coverage with their policies. Please provide your automobile insurance information:**

Insurance Company: _____	Agent Contact Name: _____
Policy Number: _____	Agent Contact _____
Policy Term Dates: _____	Phone Number: _____

<b>PAYMENT INFORMATION</b>	Wrangler #2	
Name (as appears on card): _____	_____	Cost: _____
Visa or MasterCard Number: _____	_____	Zip Code: _____
Expiration Date: _____	_____	CVV: _____
<b>A MASTERCARD OR VISA ONLY (no debit cards) is required to reserve a vehicle.</b>		

All vehicles are **PREPAID** and will automatically be charged 60 days prior to arrival. Your damage deposit will be authorized up to 10 days prior to arrival. Pricing is \$103.75 per day (see pricing chart on page 6).

Please sign & return, as this form serves as your jeep reservation request & jeep damage deposit. By signing this form you are agreeing to the terms and rental conditions set forth above. These rental terms supersede all other printed material.

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



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### JEEP RESERVATION POLICIES - PLEASE READ CAREFULLY

Below is information regarding renting a vehicle through Caribbean Villas. We encourage you to read thoroughly for a full understanding of our vehicle rental policies.

Number of Days:	Daily Cost:	Daily Tax:	Total:	Number of Days:	Daily Cost:	Daily Tax:	Total Cost:
1	\$100	\$3.75	\$103.75	8	\$800	\$30.00	\$830.00
2	\$200	\$7.50	\$207.50	9	\$900	\$33.75	\$933.75
3	\$300	\$11.25	\$311.25	10	\$1000	\$37.50	\$1037.50
4	\$400	\$15.00	\$415.00	11	\$1100	\$41.25	\$1141.25
5	\$500	\$18.75	\$518.75	12	\$1200	\$45.00	\$1245.00
6	\$600	\$22.50	\$622.50	13	\$1300	\$48.75	\$1348.75
7	\$700	\$26.25	\$726.25	14	\$1400	\$52.50	\$1452.50

- There is a \$1500 damage deposit, per rental vehicle. A \$1500 "hold" is put on your MasterCard or Visa 2-10 days prior to arrival.
- Rinse off your feet & all articles before entering rental vehicle. Please brush off as much sand as possible after being at the beach. A \$100 cleaning charge will be applied to the Renter's security deposit for vehicles returned with excessive amounts of beach sand and trash left in the vehicle.
- Renter Agrees to Return the vehicles on the specified due date to the pre-arranged location with Curtis Penn. 340 998-0369. There will be a \$600 fee charge for misplaced, wet or damaged keys. Renter assumes responsibility for all parking violation fines & penalties during the term of the rental. Renter is responsible for refueling vehicle with the same amount of gas when picked up. If renter does not refuel the vehicle, there is a \$20 refueling fee plus the cost of gas. **PLEASE REFUEL AT EZ GAS STATION.** \$500 penalty for removal of doors, top or any part of the vehicle.
- Bring your license and vehicle insurance information with you.**
- If the vehicle reserved for you is in an accident or breaks down prior to your arrival, we will do our best to find a vehicle with another jeep rental company on St. John. Caribbean Villas is not responsible for any rate increase incurred due to this substitution.
- A rental day is pickup after 3:00pm and return by 10:00am. \$50/hour fee charged for late drop offs. Any loss of rental due to late drop off will be charged against your security deposit.
- Renter must immediately report any accident or theft to the local police & complete an accident report within 24 hours of the occurrence. **FOR EMERGENCY ASSISTANCE, CALL 340 776-6152. After hours cell - 340 473-0733. Vehicles are non-smoking - \$200 cleaning fee for smoking in vehicles.**
- Rent a vehicle large enough to handle your passengers and luggage.
- Vehicles must be booked well in advance in order to assure availability.
- If our vehicles are sold out, we will provide you with a list of jeep rental companies in St. John.
- The minimum driving age is 25, no exceptions. Vehicles are non-smoking - \$200 cleaning fee for smoking in vehicles.
- You will be charged the full cost of your vehicle for cancellations made within 60 days of arrival, for no-shows & for early returns.
- A rental day is pickup after 3:00 pm and return by 10:00 am. \$50/hour fee charged for late drop offs. Any loss of rental due to late drop off will be charged against your security deposit.
- Rates are subject to change without notice. Radios are not guaranteed in the rental vehicle.
- There is a \$3.75 per day Virgin Islands Rental Surcharge on all jeep rentals.
- All vehicles listed above are 4-wheel drive. 4WD & AWD vehicles are necessary on St. John.
- Insurance is not available. There is a \$500 penalty for removal of doors, top or any part of the vehicle.
- If the vehicle reserved for you is in an accident or breaks down prior to your arrival, we will do our best to find a vehicle with another jeep rental company on St. John. Caribbean Villas is not responsible for any rate increase incurred due to this substitution.
- Report all vehicle damage within 24 hours. You are responsible for the total cost of any damage, loss of rentals, property &/or bodily injury, regardless of who was at fault. All damages are to be paid prior to leaving St John.
- The rental includes third-party liability coverage in the amount of 10/25/10 as required by Virgin Islands law.
- This liability coverage is secondary to all other coverage available to the renter.
- This coverage is not applicable to the extent that other available coverage meets or exceeds the 10/25/10 limits.

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## Additional Terms and Conditions

**1. Nature of this Agreement.** This agreement is for rental purposes only. No one other than Company may transfer the vehicle or any rights or obligations under this agreement. You may service or repair the vehicle without Company's prior expressed approval. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. These terms and conditions and the Rental Record signed by you together constitute the Agreement for the rental of the vehicle identified on the Rental Record.

**2. Renter's Responsibilities.** Ordinary wear excepted. Renter must return the car to the Company in the same condition it is when you receive it. You must return the car to Company by the due date specified on the Rental Record, or sooner if demanded by Company. If you do not return the car when required by this Agreement, then after Company contacts you at your address on the Rental Record. Company may, at your expense, recover the car where and when it was found. If the car is found illegally parked or apparently abandoned, or if the car is used or obtained as prohibited under paragraph 9 of this Agreement, then Company may recover the car without demand. To the extent permitted by law you waive any right to a hearing or to receive any notice or legal process as a pre-condition for Company recovering the car.

**3. Responsibility for Loss of or Damage to the car.** If the car is used as permitted by the terms and conditions of this Agreement, the following applies:

A. You are responsible for any and all loss of or damage to the car resulting from any cause (for example: collision, rollover, theft, or vandalism) regardless of fault other than accidental fire or acts of nature beyond your control.

B. Your responsibility will not exceed the full value of the car at the time it is lost or damaged, less its salvage value, plus actual towing, storage and impound fees.

C. You are not responsible for any loss of or damage to the car resulting from accidental fire (not resulting from collision) or acts of nature beyond your control.

**4. Who May Operate Vehicle.** In addition to Renter, the vehicle may be driven only with renting location permission by an additional driver who is named on the face of this Agreement by a licensed driver who is a member of the Renter's immediate family and permanently residing in Renter's household and who is 25 or over, or by a licensed driver who is a business partner or fellow employee of Renter and is 25 or over, where such driving is incidental to business duties. These are the only authorized drivers who may drive the vehicle.

**5. Payment of Charges.**

A. Renter will pay in demand all charges due on this Agreement.

B. All charges are subject to final audit, and if an error is found, either party shall promptly pay or credit the other, as appropriate to correct the error.

C. If Renter has indicated that someone else or that some company will pay for charges due under this Agreement and payment is not made, Renter will pay upon demand.

D. Renter consents to the reservation of credit, by a credit issuer, up to the estimated charges due under this Agreement and authorizes a credit card voucher, if applicable, in Renter's name, for all charges due under this Agreement.

E. Renter will pay interest at the highest rate permitted by law on any past due charges and will also pay any collection costs, including reasonable attorney's fees if all charges are not paid when due.

**6. Parking Violations.** Renter will pay all parking or traffic violations, fines or penalties out of the use of operating the vehicle. Renter agrees to reimburse Company for any related collection cost or other expenses, including an administrative fee related to the cost of collection. Renter and all Authorized Operators authorize company to release any government authority any information relating to any person who uses the vehicle.

**7. Limits on Liability**

A. Company will not be liable to you or any Authorized Operators for any indirect, special or consequential damages arising in any way out matter covered by this agreement.

B. You understand and agree that it is improper for you to file a lawsuit concerning this agreement against any business entity other than the one with which you have made this Agreement, as identified on the Rental Record.

**8. Accidents, Theft and Vandalism.** You must promptly and properly report any accident, theft or vandalism involving the car to Company and to the police within 24 hours. If you or any Authorized Operators receive any papers relating to such an accident, those papers must be promptly given to the Company. You and any Authorized Operators must cooperate fully with Company's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE MAY VOID LIABILITY PROTECTION, AND LDW. You and any Authorized Operators authorize Company to obtain records or information relating to any incident, consent to the jurisdiction of the courts or the jurisdiction in which the incident occurred and waive the right to object to such a jurisdiction.

**9. Prohibited Uses of the Car.** Any use of the car as prohibited below will breach this Agreement, will void any limitation of your responsibility under paragraph 3 and make you fully responsible for Company's actual and consequential damages, costs and attorney's fees resulting from that breach. To the extent permitted by law, liability protection under this agreement will also be void.

**UNDER THIS AGREEMENT YOU AND/OR ANY AUTHORIZED OPERATORS MAY NOT**

A. Permit the use of the car by anyone other than an authorized operator.

B. Intentionally, willfully or wantonly destroy, damage, or aid in the theft of the car.

C. Use the car to carry person or property for hire.

D. Use or permit the use of the car by anyone.

1. Legally intoxicated or under the influence of alcohol or drugs; All vehicles are non-smoking. There is a \$200 fine for smoking in the vehicle.

2. For any purpose that could properly be charged as a felony, such as the illegal transportation of persons, drug or contraband;

3. To tow or push anything;

4. In a speed context; or

5. If the car has been obtained from Company by fraud or misrepresentation

**10. Fuel and Service Charge.** If you return the car with less fuel than you received it, Company will charge you for fuel and a \$20 service fee for refueling at the applicable rate specified on the Rental Record.

**11. Responsibility for Property.** Company is not responsible for any damage to or loss of your or anyone else's property, regardless of cause, except if it results solely from the negligence or intentionally wrongful omissions of Company. This includes, but is not limited to, property left in the car, in any other vehicle, or on company's premises. You and any authorized operators release company, its agents and employees from any claim for loss or damage to your or anyone else's property. If anyone makes a claim against company for any such loss that is claimed to be in any way connected with this rental you and any authorized operators agree to hold company harmless for such claim.

**12. Insurance is not available. You are responsible for the total cost of any damage, loss of rentals, property &/or bodily injury if you are in an accident**

**A. All drivers are required to have personal auto insurance coverage when renting a vehicle in the U.S. Virgin Islands. You are responsible for the total cost of all damages & payment for damage must be paid prior to departing the island. VERIFY your auto insurance includes coverage in St. John/St Thomas, USVI. If it does not, check with Trip Insurance companies that offer vehicle coverage with their policies.**

**B. Within the limits stated in this paragraph, Company will indemnify, hold harmless and defend you and any Authorized Operator FROM AND AGAINST LIABILITY TO THIRD PARTIES, EXCLUDING ANY OF YOUR OR ANY AUTHORIZED OPERATORS FAMILY MEMEBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM. For bodily injury, including death and property damage, the limits of this protection, including owner's liability, are the same as minimum limits required by the automobile financial responsibility law of the jurisdiction in which the accident occurs. IF THERE IS NO VIOLATION OF ANY OF THE USE RESTRICTIONS IN PARAGRAPH 9 OF THIS AGREEMENT This will conform to the basic requirements of any applicable "No Fault" law BUT DOES NOT INCLUDE "UNINSURED MOTORIST, UNDERINSURED MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE TO THE EXTENT PERMITTED BY LAW, COMPANY AND YOU HEREBY REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the jurisdiction in which the accident occurred.**

Company warrants that the protection described in this paragraph is primary with respect to any insurance coverage you or any Authorized Operator may have.

C. You and all Authorized Operators will indemnify and hold Company, its agents and employee harmless from and against any loss, liability and expense in excess of the limits stated herein or beyond the scope of the protection provided for above, arising from the use or possession of the car by you or any Authorized Operators or with your, his or her permission.

A. Breaches any use restriction description in paragraph 9 above; or

B. Allows an unauthorized driver to operate Vehicle; or

C. Fails to report collision damage to the renting location and local police authority within 24 hours; or

D. Causes damage to the freight box resulting from inadequately secured cargo.