## **GUEST CONTRACT**

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

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

Confirmation Number:	Villa Name:
Name:	Arrival Date:
Cell Phone Number:	Departure Date:
Number of Adults: & Children under 4:	
Flight Information: If you have made arrangements, please sha	are 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 correquest a bed change upon or after arrival.	nfigured here <u>if applicable</u> . A \$100 fee will be charged to your damage deposit if you
King	/ Twins
	et you at the St. John dock or if you would prefer to be a self-check-in. Not indicating for your arrival. **Villas Excluded from Self-check-in are Dream Come True, Exotic  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?	
This Short Term Rental Agreement is made by and between C	rt-Term Rental Agreement Caribbean Villas of St John and GUEST as set forth on the signature page of this by of which is acknowledged, the parties hereby agree as follows:
	y interrupted in the USVI. If this occurs, please know that the response time may be office. There will be no refunds for these interruptions. We do not guarantee internet
	time is 10:00 am. **We appreciate your patience if housekeeping is still prepping the uts will be allowed as housekeepers need additional time to prepare the villa/condo
Complimentary Check-in: One complimentary check-in per paincur a \$50 fee. This needs to be prepaid, or it will be char	rty (transportation not included) until the 7 pm boat. 8 pm or later, arrivals will rged towards your damage deposit.
Drones: Drones cannot be flown from villas or surroundin	ng areas on St. John.

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

<u>Garbage Removal:</u> 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.

Furnishings: All villas are fully furnished, including an ample supply of bed linens and towels for Guests' use. Rearranging of furniture or removing

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

any items from the villa are prohibited.

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.

<u>Personal Effects</u>: 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.

<u>Power Outage</u>: 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.

<u>Substitution:</u> 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.

<u>Trip Cancellation Insurance</u>: If you do not have a source for cancellation insurance, there is a website with suggestions and reviews - Consumer Advocates - Trip Cancellation Insurance. <a href="https://www.consumersadvocate.org/travel-insurance/best-travel-insurance">https://www.consumersadvocate.org/travel-insurance/best-travel-insurance</a>
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.

<u>Villa Occupancy:</u> 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.

<u>Villa Security:</u> 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. <u>Hurricane and/or Storm Policy:</u> 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. The guest assumes any and all risks posed to the guest when entering the villa.

Name on card:	Visa/MC Credit Card:	Visa/MC Credit Card:		
Street Address:	Exp. Date:	CVV:		
City, State, Zip:	**Visa or MC o	n file is required for all reservations**		
Signature:	Date:			

Caribbean Villas of St. John 89 Mussey Road, Suite 103

CT IOUN	Scarborough, ME 04074 Office: 800-338-0987 Fax: 207-510-6308		Gu	est Name:
Villa Name	:		Arr	ival Date:
Confirmation	on Number:		Dep	parture Date:
	Jeep Wrangler (4 Door, 4WD, 5 pa		•	January 1-December 31 \$128.75 per day after tax
	1st Vehicle:	Wrangler	Pick up date:	Return Date:
	2nd Vehicle*: *if a second	Wrangler vehicle is request	Pick up date:ed, please indicate the date	Return Date:s here and fill out the BOTH pages
	LER #1 Drivers Inform			Additional Drivers for Wrangler #1. If none, write "NONE" with initials.
	Number:			
Linense 8	Exp. Date:		_	Name:
Street Ad	ldress:		_	Birth Date:
City, Stat	e, Zip:		_	License Number:
Date of B	Birth:			Expiration Date:
	ne Number:			State:
cost of all of U.S. Virgin automobile	damages & payment for da Islands. If it does not, che insurance information: Company:	mage must be pai ck with Trip Insur	d prior to departing the Islam ance companies that offer ver-	ehicle in the U.S. Virgin Islands. You are responsible for the total id. VERIFY your auto insurance coverage includes coverage in the ehicle coverage with their policies. Please provide your ontact Name:
PAYMEN	IT INFORMATION			
Visa or N	appears on card: MasterCard Number: n Date:			Zip Code:
				) is required to reserve a vehicle
All vehicles	s are <b>PREPAID</b> and will a	utomatically be	charged 60 days before ar	rival. Your damage deposit of \$1500 will be authorized up to

**JEEP RESERVATION FORM** 

10 days before arrival. Pricing is \$128.75 daily after tax (see pricing chart on page 6).

Please sign and return, as this form serves as your Jeep reservation request, damage deposit, and payment. By signing this form, you agree to the terms and rental conditions above, which supersede all other printed material.



Caribbean Villas of St. John 89 Mussey Road, Suite 103 Scarborough, ME 04074

# JEEP RESERVATION FORM - 2ND VEHICLE

Office: 800-338-0987

00.338.0987 Mcaribbeanvilla.com  Fax: 207-510-6308		Guest Name:			
Villa Name:		<b>A</b>	rrival Date:		
			С	eparture Date:	
Jeep Wrangler (4 Door, 4WD, 5 pa A/C, Automati		oor, 4WD, 5 pa A/C, Automatio	•	January 1-December 31 \$128.75 per day after tax	
	2nd Vehicle:	Wrangler	Pick up date:	Return Date:	
WRANG	LER #2 Drivers Inform	ation		Additional Drivers for Wrangler #2. If none, write "NONE" with initials.	_
Name:			-	in none, while NONE With Initials.	
License N	Number:		_	Name	
Linense 8	Exp. Date:		_	Name:	
Street Ad	ldress:		_	Birth Date:	
City, Stat	e, Zip:		_	License Number:	
Date of B	Birth:			Expiration Date:	
	ne Number:			State:	
cost of all o	damages & payment for da	mage must be pai	d prior to departing the is	vehicle in the U.S. Virgin Islands. You are responsible for the total and. VERIFY your auto insurance coverage includes coverage in the vehicle coverage with their policies. Please provide your	
Insurance C	Company:		Agen	t Contact Name:	
Policy Num	ber:		Agen	Contact Phone Number:	
Policy Term	Dates:				
PAYMEN	IT INFORMATION				
Name as	s appears on card:			Cost:	
	MasterCard Number:			Zip Code:	
Expiratio	n Date:			CVV:	
	MASTER	CARD OR VISA	ONLY (no debit care	ds) is required to reserve a vehicle	_
	s are <b>PREPAID</b> and will a fore arrival. Pricing is \$1			arrival. Your damage deposit of \$1500 will be authorized up to page 6).	
	n and return, as this form e terms and rental condit			t, damage deposit, and payment. By signing this form, you inted material.	
	Signature:			Date:	



Caribbean Villas of St. John 89 Mussey Road, Suite 103 Scarborough, ME 04074

Office: 800-338-0987 Fax: 207-510-6308 JEEP RESERVATION POLICIES - READ CAREFULLY

Below is information regarding renting a vehicle through Caribbean Villas of St. John. We encourage you to read thoroughly to understand our policies fully. Please call or email us if you have any questions.

Days:	Daily Cost:	Daily Tax:	Total:
1	\$125.00	\$3.75	\$128.75
2	\$250.00	\$7.50	\$257.50
3	\$375.00	\$11.25	\$386.25
4	\$500.00	\$15.00	\$515.00
5	\$625.00	\$18.75	\$643.75
6	\$750.00	\$22.50	\$772.50
7	\$875.00	\$26.25	\$901.25

Days:	Daily Cost:	Daily Tax:	Total:
8	\$1000.00	\$30.00	\$1030.00
9	\$1125.00	\$33.75	\$1158.75
10	\$1250.00	\$37.50	\$1287.50
11	\$1375.00	\$41.25	\$1416.25
12	\$1500.00	\$45.00	\$1545.00
13	\$1625.00	\$48.75	\$1673.75
14	\$1750.00	\$52.50	\$1802.50

- 1. There is a \$1500 damage deposit per rental vehicle. A \$1500 "hold" is placed on your Visa or MasterCard two to seven days before arrival.
- Rinse off your feet & all articles before entering the 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.
- 3. The renter agrees to return the vehicle(s) on the specified due date to the pre-arranged location with Curtis Penn. His number is 340-998-0369. A \$600 fee for misplaced, wet, or damaged keys will be charged. The renter assumes responsibility for all parking violation fines and penalties during the rental term. The renter is responsible for refueling the vehicle with the same amount of gas as when picked up. If the renter does not refuel the vehicle, there is a \$20 refueling fee plus the cost of gas.

  PLEASE REFUEL AT EC GAS STATION.
- 4. There is a \$500 penalty for removing doors, top, or any part of the vehicle.
- 5. Bring your license and vehicle insurance information with you.
- 6. If the vehicle reserved for you is in an accident or breaks down before your arrival, we will do our best to find a vehicle with another vehicle rental company on St. John. Due to this substitution, Caribbean Villas of St. John is not responsible for any rate increase.
- 7. A rental day is pick up after 3:00 pm and return by 10:00 am. There is a \$50/hr fee for late drop-offs. Any loss of rental due to late drop-off will be charged against your damage deposit.
- The renter must immediately report any accident or theft to the local police and complete an accident report within 24 hours of the occurrence. FOR EMERGENCY ASSISTANCE, CALL 340-776-6152 during business hours and 340-473-0733 after hours.
- 9. Vehicles are non-smoking. A \$200 cleaning fee will be charged for smoking in vehicles.
- 10. If our vehicles are sold out for your requested dates, we will provide you with a list of vehicle rental companies in St. John.
- 11. The minimum driving age is 25, with no exceptions.
- 12. You will be charged the total cost of your vehicle rental for cancellations made within 60 days of arrival, for no-shows, and for early returns. You will not be refunded for vehicles returned early.
- 13. Rates are subject to change without notice. Radios are not guaranteed in the rental vehicle.
- 14. There is a \$3.75 per day Virgin Islands Rental surcharge on all vehicle rentals.
- 15. All vehicles listed are 4-wheel drive. 4WD and AWD vehicles are necessary and strongly recommended on St. John.
- 16. Additional insurance coverage is unavailable.
- 17. The rental includes third-party liability coverage of 10/25/10 as required by Virgin Islands law. This liability coverage is secondary to all other coverage available to the renter and does not apply to the extent that other available coverage meets or exceeds the 10/25/10 limits.

### ADDITIONAL TERMS AND CONDITIONS

- Nature of this Agreement. This agreement is for rental purposes only. The Company may transfer the vehicle or any rights or
  obligations under this agreement and may service or repair the vehicle without the Company's prior expressed approval. COMPANY
  MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANT 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. The renter must return the car to the Company in the same condition when you receive it. You must return the vehicle to the Company by the due date specified on the Rental Record or sooner if demanded by the Company. If you do not return the car when this Agreement requires, then the Company contacts you at your address on the Rental Record. The company may recover the car where and when it was found at your expense. If the vehicle is found illegally parked or abandoned or is used or obtained as prohibited under paragraph 9 of this Agreement, the Company may recover the vehicle 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 the Company to recover the car.
- 3. Responsibility for Loss of or Damage to the car. If the vehicle 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 be, at most, the car's total value when 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 the 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. The renter will pay all charges due in demand under 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 mistake.
- c. If the Renter has indicated that someone else or a company will pay for charges due under this Agreement and payment is not made, the Renter will pay upon demand.
- d. Renter consents to a credit card issuer reserving credit 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. If all past-due charges are not paid when due, the renter will pay interest at the highest rate permitted by law and any collection costs, including reasonable attorney's fees.
- 6. **Parking Violations.** The 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. The renter and all authorized operators authorize the company to release any government authority information about anyone using the vehicle.

# 7. Limits on Liability

- a. The Company will not be liable to you or any Authorized Operators for any indirect, special, or consequential damages arising from any 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 the Company and the police within 24 hours. If you or any authorized Operator receive any papers relating to such an accident, they must be promptly given to the company. You and any Authorized Operators must cooperate fully with the 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 the 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 jurisdiction.
- 9. Prohibited Uses of the Car. Any use of the car as prohibited below will breach this Agreement, void any limitation of your responsibility under paragraph 3, and make you fully responsible for the 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.

# 10. UNDER THIS AGREEMENT YOU AND/OR ANY AUTHORIZED OPERATORS MAY NOT

- a. Permit the use of the ear by anyone other than an authorized operator.
- b. Intentionally, willfully or wantonly destroy, damage, or aid in car theft.
- c. Use the car to carry a person or property for hire.
- d. Use or permit anyone to use the car.
- e. 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.
- f. For any purpose that could properly be charged as a felony, such as the illegal transportation of persons, drugs, or contraband;
- g. To tow or push anything:
- h. In a speed context; or
- i. If the car has been obtained from the Company by fraud or misrepresentation

- 11. Fuel and Service Charge. If you return the vehicle with less fuel than you received, the Company will charge you for fuel and a \$20 service fee for refueling at the applicable rate specified in the Rental Record.
- 12. **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 intentional wrongful omissions of the Company. This includes, but is not limited to, property left in the car, in any other vehicle, or on the company's premises. You and any authorized operators release the company, its agents, and employees from any claim for loss or damage to your or anyone else's property. Suppose anyone makes a claim against the Company for any such loss that is claimed to be in any way connected with this rental. In that case, you and any authorized operators agree to hold the Company harmless for such a claim.
- 13. 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, and payment for damage must be made before departing the island. VERIFY your auto insurance includes St. John/St Thomas, USVI coverage. If it does not, check with Trip Insurance companies that offer vehicle coverage with their policies.
  - b. Within limits stated in this paragraph, the 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 MEMBERS 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 where 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. YOU HEREBY REJECT THE INCLUSION OF ANY SUCH COVERAGE If such coverage is imposed by operation of law. 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 primarily concerns any insurance coverage you or any Authorized Operator may have.
  - c. You and all Authorized Operators will indemnify and hold the Company, its agents, and employees harmless from and against any loss, liability, and expense above 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 or his or her permission.
    - i. Breaches any use restriction description in paragraph 9 above; or
    - ii. Allows an unauthorized driver to operate a Vehicle or
    - iii. Fails to report collision damage to the renting location and local police authority within 24 hours or
    - iv. Causes damage to the freight box resulting from inadequately secured cargo.