



Inn Love - Villa Rental Agreement

VILLA PHYSICAL ADDRESS: 300-8 Estate Chocolate Hole, Great Cruz Bay, St. John, US Virgin Islands, 00830.

VILLA PHONE NUMBER: 340-715-5634

RENTAL CONTACT INFORMATION:

Kent and Pauline Jacobson

1117 W 7th Street, Austin, TX 78703

Phone: 512-481-1032 Fax: 512-481-1032 Email: kent@cdislands.com

DEFINITIONS: "Villa" is defined as Villa Inn Love. "Owners" are defined as Kent and Pauline Jacobson and Lex and Barbara Allen. "Guest" is defined as the signer and any spouse, children, invitees, personal representatives, heirs, executors, administrators, agents or assigns. Guest agrees to adhere to the Villa Rental Rules, attached and made a part of this agreement.

Name of Guest: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Number of guests: _____ Adults _____ Children Number of bedrooms to be used: _____

Check-in date: _____ after 3pm (No early check-in please)

Check-out date: _____ by 10am (No late checkout please)

Rental Rate: \$ _____ (\$ _____ - _____ % discount = \$ _____ + 8% hotel tax of \$ _____)

PAYMENT – Upon reserving the Villa, an ADVANCE PAYMENT equal to 50% of the rental rate is required within 3 business days. **We accept debit cards, MasterCard, Visa, Amex and Discover** (sorry, we do not accept checks, money orders or wire transfers). The advance payment is not a damage deposit, and the entire amount will be applied toward the room rent. The BALANCE OF RENT is due 30 days before your arrival date.

1st Payment \$ _____ Due **within 3 days of receipt of signed agreement**

2nd Payment \$ _____ **Due 30 days prior to arrival** – _____

CANCELLATIONS - A 60 day notice is required for cancellation. Cancellations that are made more than 60 days prior to the arrival date will incur no penalty, and a full refund will be issued less any banking service charges incurred. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment. Early departure does not warrant any refund of rent.

HURRICANE/ STORM POLICY – Guests may need to be evacuated for their safety. Owners are not responsible for airline changes, the cost of alternate accommodations or cancellation fees. No refunds will be given unless:

- The USVI or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the hurricane warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the hurricane warning period.

TRAVEL INSURANCE - We highly recommend all guests purchase travel insurance. If you wish to purchase travel insurance, go to <http://www.InsureMyTrip.com> for details and to purchase.

WEDDINGS, PARTIES AND EVENTS: The Villa is a great place for a wedding, reception or party, however such functions incur additional expenses for the Owner. There is a fee to hold any type of gathering or function at the Villa beyond the number of people listed on your confirmation. Contact the Owners for a quotation for your event.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

RATE CHANGES - Rates are subject to change without notice.

DAMAGES AND ADDITIONAL CHARGES - During the occupancy period, any damages to the Villa or its contents beyond normal wear and tear caused through Guest actions or negligence are the responsibility of the Guest. Guest shall reimburse Owner for all associated damages/costs including attorney’s fees. Guest is also responsible for any additional cleaning and/or service charges resulting from the following:

- Smoking inside the Villa is not permitted, and evidence of smoking is detected.
- Trash is not removed from the villa and taken to the dumpster upon departure.
- Loss of keys or failure to leave keys in villa upon departure.
- Any charges accrued during the stay are not paid prior to departure.
- Any linens or beach equipment are lost or damaged.
- Guest is evicted by the Owner (or representative of the Owner), the local law enforcement, or the security company employed by the Owner.
- Owner incurs fines and/or legal expenses as a result of Guest activities while on premises including but not limited to contraband, pets, noise, illegal/unlawful activities, etc.

LIMITATION OF LIABILITY - The Owners of this property are not responsible for any accidents, injuries or illnesses that occur while on the premises or its facilities, or for the loss of personal belongings or valuables of the Guest. By accepting this reservation, it is agreed that all Guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises. Guest agrees to waive any right to bring legal action arising out of or relating to participation by Guest in any activities or use of the Villa’s equipment, facilities or any services provided.

WRITTEN EXCEPTIONS - Any exceptions to the above mentioned policies must be approved in writing in advance.

Please provide the following information:

Credit: ___ Debit: ___ Type: MasterCard ___ Visa ___ Amex ___ Discover ___

Card Number: _____ Exp. Date: _____

Name on Card: _____

Card Billing Address: _____

City: _____ State: _____ Zip: _____

I hereby give permission to charge my credit/debit card for the amounts above. I understand that all or part of rental monies may be non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By signing below, I agree to all terms and conditions of this agreement.

Signature _____ Date _____

INN LOVE VILLA RENTAL RULES

These policies are considered a part of your Villa Rental Agreement. See our arrival guide – HOW TO GET TO ST JOHN, for tips to help you plan your visit and simplify your arrival logistics!

VILLA CAPACITY –The number of guests permitted in the villa should match the number on your confirmation. If you decide to bring extra guests at the last minute, you will be charged the full rental cost of the villa. Please notify us ahead of time if the number of people in your party has changed.

MAID SERVICE - The villa is cleaned before and after your arrival. One mid-week maid service, clean linens and towels is also included in the rental rate. Locked closets contain housekeeping supplies and owner's personal property. Please respect these locked closets, cabinets or rooms. They are not included as part of your rental.

FURNISHINGS - The villa is fully furnished and equipped with linens, bath and beach towels, beach chairs, coolers, kitchen appliances, cookware and utensils, etc. We ask that only beach towels, beach chairs and coolers be removed from the villa for visits to the beach, and that they be returned to the villa after use. We also kindly ask that you not rearrange the furniture.

GARBAGE REMOVAL – Guests are expected to remove their garbage from the villa regularly and take it to the nearest dumpster, which your Greeter will point out to you upon your orientation. Failure to remove garbage upon departure will result in a minimum \$50 charge to the guest.

TELEPHONE CALLS - All local calls in the villas are free. Bring a calling card with an 800-access number for long distance use, as long distance calling from the villa phone is blocked. Cell phones usually work on the island, but contact your service provider and ask if they service the US Virgin Islands and if they have additional roaming charges.

INTERNET ACCESS – The villa has high-speed Internet access and Wi-Fi. Guests who need assistance in getting their computer to work can follow directions in the villa to find and pay a local technician for assistance. Internet access is also available at Connections, located in Cruz Bay and Coral Bay. Remember, if you plan on dial-up Internet, most phones are blocked for 800 calls only, so a long distance dial up number will not go through. Internet uptime is not guaranteed, however we will do our best to assist.

PARKING - Parking is available on the premises. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing. Applicable fines/towing fees are the sole responsibility of the vehicle owner.

CONSERVATION - We ask all guests to consider conservation measures when practical during their stay to keep our island pristine for future generations. Please do not leave water running, and report any leaky plumbing immediately. Water is precious and if it runs out, it costs \$200 to have the water truck come.

WATER AND SEPTIC - This home is on cistern and septic systems. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you will be charged for any plumbing fees incurred as a result.

HOT TUB - No children under the age of 12 are permitted in the hot tub at any time. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Do not stand on the hot tub covers. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. After using the hot tub, restore prior settings and replace the cover so the hot tub will stay warm.

PETS – Pets (small dogs and cats) are allowed in the villa; however, guests will be charged for any extra cleaning required, or damage that is caused as a result of their stay.

QUIET TIME - Guests are advised that noise travels easily and that it is important to be respectful of others at all times. There is a noise curfew at 10:00 pm in all residential areas and all guests are expected to comply with this law.

SERVICE INTERRUPTIONS - We cannot promise that there will be no interruption of services we have no control over. These include, but are not limited to electrical service, Internet, telephone and cable television. The property manager will make every effort to escalate any interrupted service issues so they can be restored as quickly as possible. No refund or rate adjustment will be given for unforeseen failures/interruptions of these services.

PROBLEM NOTIFICATION, SERVICE AND REPAIRS - We strive to make sure the villa is in excellent condition; however, in the event of a housekeeping or maintenance complaint by a guest, the property managers will make the repair as soon as possible. It is the guest's responsibility to notify the property manager of any problems encountered during the guest's stay immediately upon discovery. The property manager will use every effort to expedite parts replacement and schedule repair work to minimize disruptions for guests. If requested by guest, minor problems can be addressed after the guest's departure to minimize inconvenience. No refund or rate adjustment will be given for unforeseen failures.

VISITORS – During your stay, expect visits by pool cleaning, landscape maintenance and pest control services. These service companies have many other villas to take care of, and schedule changes are extremely difficult. However, every effort is made to make their visits as short as possible with the least amount of disturbance to guests. Inn Love Villa is currently listed for sale, and we ask that guests cooperate with requests from real estate agents to show the house to prospective buyers. In the current market, showings do not happen very often, and would usually be during the day when guests are at the beach. Any viewings will be scheduled with guests 24 hours in advance and prospective buyers will be accompanied by a real estate agent. If you have concerns, please let us know in advance and we will make every effort to accommodate your needs.

CRITTERS - St. John has an abundance of wildlife that roams freely including insects, spiders, birds, bats, lizards, frogs, iguanas, mongoose, wild donkeys and deer, as well as domestic animals. St. John is a natural paradise, that's why you chose it, so expect to coexist with the wildlife. This is the tropics, and even though the trade winds keep them under control most of the time, certain times of year there are mosquitoes, they are not just at our villa, they are everywhere. In addition, the beaches often have sand fleas or "noseeums". Use your favorite insect repellent, and if you didn't bring any, it's readily available at the grocery and drug stores. Be nice to the little island lizards - they eat the mosquitoes! We cannot turn off the tree frogs or the crickets at night - relax and enjoy the chorus! The presence of various creatures in and around the villa is normal, and does not warrant relocation or reimbursement of rents.

THEFT - Many people come to St John with the idea that an island paradise does not have crime. While the island is fairly safe, theft does occur. A safe is available in the Villa in which to store your valuables. Always lock the doors when you leave and do not leave valuables in your car, even if it is locked. The owners are not responsible for the loss of personal belongings or valuables of the guest.

LOST AND FOUND - We will do our best to search for, retrieve and return any missing items as soon as possible after notification. There is a \$25 retrieval/mail fee only if items are found to help cover our costs. For large items, we may need to add an additional postage fee to return your item to you.

ERRORS AND OMISSIONS - We strive to ensure that all published information about the villa is as complete and accurate as possible. We are not responsible for inadvertent errors or any unknown changes the property managers may have recently made to the villa.

PROPERTY MANAGEMENT STAFF – The villa is managed by Cimmaron Property Management. Their staff of friendly, hard-working locals want to ensure that you have a wonderful time on St. John. If you feel they have done a great job, tipping is appropriate and greatly appreciated, but never ever required or expected.

ADDITIONAL SERVICES – The villa has a notebook with information on booking activities and hiring services such as catering and provisioning. We do not make any of these arrangements for you, but we will be glad to provide references. Cimmaron Property Management has rollaway beds, queen air mattresses, pack and plays and high chairs available for rent should you need them. You will have the opportunity to reserve these items when you receive your reservation confirmation and arrival information request email.

If there is any way we can make your stay more enjoyable, or if you have any additional needs or questions, please do not hesitate to contact us. We hope you enjoy your vacation!

Revised 2/14/2010