

Vacation Vistas, Ltd.

P.O. Box 476, St. John, V.I. 00831-0476
340-776-6462 office 888-334-5222 toll free phone/fax

VACATION RENTAL LEASE AND BOOKING AGREEMENT

Reserve date:

The undersigned, hereinafter known as the 'Guests' agree to rent from _____), hereinafter referred to as 'Owners' the villa known as Oceana (hereinafter referred to as 'The Villa') for the period beginning at 4:00 o'clock p.m. on / /20 and ending at 10:00 a.m. on / /20 , for a total of ___ nights ('Term') in accordance with the following terms and conditions:

1. Total charges: Owners agree to hold a telephone reservation for the Guests for ten (10) days but not thereafter unless a Deposit of 50% of rent and hotel tax, RSV Fee of \$50 and other charges, is received in available funds by Owner's rental manager, Vacation Vistas, Ltd. (hereinafter referred to as 'VVL'). The balance of the rent, hotel tax and other fees shall be payable to VVL 60 days prior to commencement of the Term. Hotel tax is subject to change by the U.S. Virgin Islands Government.

Checks are payable to: _____ or Vacation Vistas Escrow and mailed to the address above.

2. Maximum Occupancy: During the Term, the Guests will consist of a total of 0 persons, consisting of 0 adults and 0 children, 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. Guest has rented 6 bedrooms – no more than 2 persons per bedroom are allowed. No persons other than Guests may stay overnight at the Villa during the Term, and Guests agree that no more than () 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 and will result in forfeiture of all monies paid under this Agreement, including the Security Deposit, as liquidated damages, and will result in the immediate eviction of Guests from the Villa.

3. Check-In and Checkout:

Check-In Time is 4:00 o'clock PM. Check-Out Time is: 10:00 o'clock AM. There will be extra charges assessed for late check-outs. Due to high occupancy rates and prearranged cleaning schedules, Owners generally cannot accept early check-ins or late check-outs. VVL will make arrangements to meet the first arriving Guests at the Cruz Bay ferry terminal on St. John for escort and check-in at the Villa, and to provide orientation information and operation instructions which Guests agree to follow.

4. Cancellation: We hope it will not be necessary for you to cancel, but should you need to do so, it is important that we are notified immediately and in writing. You may cancel your reservation up to 60 days prior to your arrival. In the event of cancellation of this booking and rental agreement any refund of deposit(s) will be only to the extent that the Villa is rebooked for the same time period at the same rate. We reserve the right to charge 20% of total rent for canceled reservations. If you cancel within 60 days of your arrival you will not receive any refund. The security/damage deposit is not subject to cancellation charges and will be refunded in full. For peace of mind we recommend that you purchase trip cancellation insurance.

5. Security Deposit: A security/damage deposit in the amount of Five Hundred Dollars (\$500.00) may be due upon booking and will be payable along with the rent Deposit (the "Security Deposit"). No cancellation fees shall be applicable to such Security Deposit. VVL may in its sole discretion deduct from the security/ damage deposit charges for damage to property,

for additional cleaning as described below, for unauthorized telephone 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. Any unused portion of the Security Deposit will be refunded to Guests within 45 days of the end of the Term.

6. Amenities & Guest Responsibilities: The Villa will come equipped with kitchen equipment, dinnerware, linens, towels BBQ, and other amenities. The Owners make every reasonable effort to keep all amenities and the Villa inventory in good working order and highly representative of the photos presented in their advertisements, but cannot guarantee that those representations are completely accurate. Owners expresses 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 Owners assume 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 VVL or the Owners on departure; (e) to only use the Villa as a private vacation residence for the undersigned Guests; and (f) not exceed the maximum occupancy limits applicable to the Villa as

7. Utilities: The Villa will provide potable water, electricity, and a telephone and cable service, However, utilities may be interrupted at any time and are not guaranteed. The Villa is equipped with ceiling fans and multiple oscillating fans for cooling. Trash containers are provided and Guests agree to properly dispose of and use containers for all trash disposal. Removal of trash daily from the Villa premises is the responsibility of the Guests during their stay. Guests agree that neither the VVL nor the Owners can guarantee that all utility services will be operational 24 hours a day during the Term. VVL will take all reasonable steps possible to reactivate service or contact appropriate utility providers for repair as soon as problem is reported to VVL, but no portion of the rent will be made in the event of a short-term failure of a utility company to provide utilities to the dwelling unless that failure is a result of VVL's or Owner's negligence. The Guests agree that, unless otherwise instructed, they will use their own long distance telephone credit card when dialing outside the Virgin Islands, or for directory assistance calls. Any telephone charges to the Villa during the Guest's occupancy will be deducted from the set forth in this Agreement. security/damage deposit or billed directly to the Guest.

8. Excessive 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 VVL'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 Deposit or charged directly to the Guests.

9. Reasonable Use: Guests agree that they and their permitted invitees shall conduct themselves in a manner that will not unreasonably disturb their neighbors' 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 understand and agree in accordance with the homeowner's association rules, that there shall be no loud music or noise before 8am or after 10pm and there are no events, parties or gatherings of more than the number of guests that the rental agreement states under paragraph #2 Maximum Occupancy.

10. Pets and 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 Owners or VVL. 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 day representing liquidated damages for increased fire risk, cleaning, insurance

premiums, and / or damage to the smoke-free environment desired by our non-smoking guests

11. **Liability for Damage:** Guests are jointly and severally liable for all damages to the 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 VVL.

12. **Repairs:** Guest shall provide prompt, detailed telephone notice to VVL 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, VVL shall undertake all reasonable best efforts to remedy the same without a reduction in Guests' rent. Upon reasonable advance notice to Guest, VVL 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, VVL may, at its option, terminate the agreement and repossess the Villa on behalf of Owners.

13. **Assignment or Sublease:** 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 VVL, which may be refused for any reason or no reason whatsoever.

14. **Release and Waiver of Liability:** Guests assume all risks of injury to themselves and their invitees during the term of the rental agreement. While Owners have made every reasonable attempt to render the 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 shower or at dusk when dew may have fallen. VVL suggests that Guests utilize flashlights provided in the Villa when navigating outdoor walkways after dark. Guests are responsible for the proper operation and use of all indoor and outdoor lighting during their stay. Guests are expected to strictly follow all posted rules and regulations regarding use of the pool facilities, and the instructions of VVL and its agents. Guests are advised that the relative remoteness of the Villa, the topography of the dwelling site, and environmental conditions may increase risk of personal injury and/or loss of or potential damage to property of the Guests and/or their invitees. Accordingly, Guests on their behalf, and on behalf of their invitees, agents and representatives, agrees to fully release, indemnify and hold harmless Owners and VVL, and their respective representatives, contractors and agents, from and against any and all damages, injuries including death, and claims or liabilities of any nature associated with the 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 VVL or the Owners. The undersigned Guests agree that they have read and voluntarily signed and acknowledged this release and waiver of liability.

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rules and regulations regarding use of the pool facilities, and the instructions of VVL and its agents. Guests are advised that the relative remoteness of the Villa, the topography of the dwelling site, and environmental conditions may increase risk of personal injury and/or loss of or potential damage to property of the Guests and/or their invitees. Accordingly, Guests on their behalf, and on behalf of their invitees, agents and representatives, agrees to fully release, indemnify and hold harmless Owners and VVL, and their respective representatives, contractors and agents, from and against any and all damages, injuries including death, and claims or liabilities of any nature associated with the 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 VVL or the Owners.

16. Miscellaneous: 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 Owners or VVL on the other hand. Rather, Guests are assuming a short – term tenancy with Owners as their landlords upon the terms stated herein.

This Lease contains the entire understanding between the parties with respect to their relationship 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.

17. Arbitration. Should any dispute arise between the parties with regard to the terms, performance or validity of this Lease Agreement, or any breach thereof, 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 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), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any arbitration proceeding between the parties, the arbitrator shall consider and allocate between the parties their costs, attorney’s fees and arbitration expenses incurred as a result of the claim and shall have jurisdiction to award 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 signatories 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.

18. VILLA RENTAL STORM POLICY: Tropical Storm and Hurricane Cancellation Policy: Most tropical storms that strike the Virgin Islands typically occur between August 21 and October 15, although the official hurricane season extends from June 1 to November 30. Should a Tropical Storm effect St. John and the Virgin Islands during your stay, the following policies will go into effect:

During Your Stay: If a tropical storm or hurricane watch is issued by the National Hurricane Center for the Virgin Islands during your stay, Guests will need to check out of the villa immediately, so Owner can secure the property. No refund will be issued, but Guests will be provided with a FREE replacement stay at the villa to be scheduled at a later date. In the event that rescheduling is not an option, Guests should obtain suitable Travel Insurance at their own expense, no refunds will be issued in these circumstances.

Immediately Before Your Stay: If the Virgin Islands experiences a tropical storm or hurricane prior to Guests rental dates, Owner may be unable to accept the check-in on the arrival day. Communications allowing, Owner will attempt to contact Guests as soon as feasibly possible to

convey the assessment. Should the villa experience extensive damage from a storm such that Owner is unable to accommodate the rental, Owner through its Property Manager will attempt to find a suitable replacement on behalf of Guests and/or the Rental Fees paid will be refunded to the extent Owner is able to secure a recovery of its insurers for loss or rental income. If the damage is minimal &/or cosmetic, Owner may still agree at its option to accommodate the rental, after performing cleanup. Guests should be aware that if the Owner agrees to accommodate the rental immediately after a weather event, there may be inconveniences including, but not limited to, power outages, water issues, and pool unavailability. No refunds will be issued in these circumstances, but Guests will be provided with a FREE replacement stay at the villa to be scheduled at a later date. In the event that rescheduling is not an option, Guests should obtain Travel Insurance at their own expense. Travel insurance is highly recommended for any travel year-round for any airline or storm or medical problems that may arise before or during your stay.

Upon receipt of any payment, the guests agree to all terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date(s) stated herein:

Signature: _____ Dated: _____
Cell#: _____ (Guest Name)

Owners _____)By: Vacation Vistas, Ltd. Jacqueline Harrison, President
Vacation Vistas, Ltd. P.O.Box 476, St. John, V.I. 00831-0476 340-776-6462 office/ 888-334-5222 toll free