



6 F Estate Peter Bay, St. John

info@villadelfina.com

TERMS AND CONDITIONS OF RENTAL

When you make a reservation, you will receive a **Vacation Rental Confirmation & Invoice** *from* us requesting your deposit for “Villa Delfina” or “Villa”, the subject property of this rental agreement. This Vacation Rental Confirmation becomes a binding agreement when you send us your rental deposit; it states the terms and conditions concerning this villa rental between you (the “Guest”) McCaffrey’s Peter Bay LLC (hereinafter “Owner”). Your sending payment in response to this invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed below. If you have any problems or questions with any of the following, please be sure to phone us for discussion and explanation before you send us your rental deposit monies.

OUR PAYMENT AND CANCELLATION POLICIES: Half of your rent is due here within 10 days of booking to confirm your reservation. Failure to make this payment subjects your reservation to automatic cancellation without notice to you. The balance due of rent, Government Hotel Tax, Service Charge and Damage Deposit must be paid in full at least 60 days prior to your arrival. 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**.

If you cancel more than 60 days prior to your arrival date, 80 per cent of your total rent will be refunded to you and 20 per cent of your total rent will be retained by Owner as full liquidated damages. If you cancel within 60 days of your arrival date, Owner will retain 100 per cent of your total rent as full liquidated damages. However, if your cancelled dates are rebooked to another guest, 80 per cent of your rental monies will be returned to you for the nights rebooked, and 20 per cent will be retained by Owner as full liquidated damages. Should Guest have any concern that you may have to cancel within sixty (60) days or less, we strongly recommend travel insurance be obtained by Guest to cover the rental cost.

DAMAGE DEPOSITS (if collected): Damage deposits are fully refundable within 45 to 60 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 Owner on behalf of the owner of your villa the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur because of your occupancy, excluding normal wear and tear. **Locked pantries and closets as well as the garage** 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.



LIABILITY: Owner assumes no liability for injury, accidents, delay, or irregularity which may be occasioned either by reason or defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from the villa. Owner assumes no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of those providers. Furthermore, the Guest is responsible for Villa Delfina during occupancy, must lock the windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. Guests must observe all cautions as given in our Guest Guide and/or by our Villa Manager. Owner reserves the right to refuse service or rentals to anyone at the complete discretion of Owner.

PETS: Pets of any kind are NOT allowed in or on the villa's premises without specific written permission from Owner (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.

SMOKING: Smoking is not permitted within the Villa.

HOUSEKEEPING SERVICE: Villa Delfina is thoroughly prepared and inspected for each guest arrival. A weekly rental includes a *mid-week hotel style interim cleaning*. The Villa provides all bed linens, bath, pool and beach towels, table linens and kitchen towels for your stay. A washer and dryer are located within the Villa for use by guests as needed.

COMPLAINTS AND MAINTENANCE: Owner shall make every effort to keep villa and inventory in good working order. In case of a maintenance problem, Owner will strive to repair the problem as soon as possible after being notified. Owner reserves the right to be allowed several hours (up to 24 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 Villa Manager, regardless of the hour.

CHECK-IN and CHECK-OUT TIMES: Guest must vacate the villa no later than 9 am. Check-in time is 4 pm. Guest may incur a \$250 penalty charge for failing to check out by 9 a.m. sharp. Check-in and check-out times are strictly enforced. If you would like a later check-out time, you are required to check with our Villa Manager during your stay to see if another group is arriving the day you leave. If not, you might be able to stay on later into the afternoon at no charge, but you are required to get prior permission to stay later than the published check-out time.

ENTRY INTO VILLA: Owner and Villa Manager and staff may enter your villa to perform any repairs or maintenance, as necessary.

DRUGS AND HAZARDOUS MATERIALS: The use and/or the possession of any illegal substances, inflammable fluids or other explosives or articles deemed hazardous to life, limb, or property is strictly prohibited at Villa Delfina. Any evidence of such will result in



immediate eviction and forfeiture of entire rental payment.

VILLA KEYS: Owner shall charge Guest \$35 for each set of lost or mishandled keys; gate remote controls will be charged at replacement cost (\$50). Guest is required to follow all instructions per Villa Manager precisely on where to leave your villa keys and gate remote controls when you depart.

CAPACITY OF VILLAS: 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 suite. Should a group misrepresent themselves, they will be required to pay for all excess persons immediately or shall vacate the villa without refund. Exceptions to this Term are made only for infants under 2 years old; if sleeping in a baby crib and not occupying one of the villa's beds, they are NOT included in the villa's total headcount.

QUIET ENJOYMENT AND PARTIES: Owner 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 Owner. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10 pm at night in adherence with the Peter Bay Association Covenants, Conditions and Restrictions. If Guest 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 Owner's advance written permission, he is subject to forfeiture of his entire villa security deposit to the villa's owner, at the discretion of Owner.

RATES AND PRINTING ERRORS: The information contained in Villa Delfina's web site is constantly updated. Rates are subject to change without prior notice. In any dispute arising out of this rental agreement, the laws of the United States Virgin Islands shall apply and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees. This Vacation Rental Confirmation becomes a binding agreement when you send us your rental deposit. **Your sending payment in response to this invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions** as printed above. If you have any problems or questions with any of the preceding, please **BE SURE** to email or phone us **BEFORE** you send us your rental deposit monies. Thank you very much for being our guest on this wonderful island of St John, VI.

ARRIVAL INFORMATION: If your flight is delayed or cancelled while en route, you are **REQUIRED** to contact the Villa Manager so we can notify everyone involved, including your car rental company - failure to do this will result in a \$50 penalty.

CONTACT for VILLA MANAGER:

Krista Kremer - Property Manager
Cell: 340-643-0643
Email: kristakremer@yahoo.com



WHEN YOU ARRIVE ON ST. THOMAS: When you arrive in St. Thomas, you will need to collect your luggage and walk to the outside sidewalk to arrange a taxi to the St. John Ferry. The taxi service can assist you in deciding whether to take the Downtown (Charlotte Amalie) ferry or Red Hook (East End) ferry, depending on your arrival time. Please be sure to travel with all island contact numbers!

VILLA MANAGER WILL ESCORT YOU TO YOUR VILLA: You will be met upon arrival at the St. John ferry dock. If you have a rental car reservation, you will be taken to the rental agency and then escorted to the villa. When you arrive at your villa, you'll be given the villa keys and a walk-through of the property to help get you settled and comfortable. You will also be given an island orientation so you can get around. These "meet-and-escort" services are included in your rental rate. You'll also have the Villa Manager's day and night phone numbers for contact in case you need anything (even advice!) during your vacation. However, transportation back to the airport or ferry dock upon your departure is NOT provided or included. Your Villa Manager can assist you in arranging this transportation. Most St. John car rental agencies provide transportation from their office to the ferry dock for departing guests returning rental cars.

The terms set forth in this Terms and Conditions of Rental constitute the entire agreement among the parties related the rental of Villa Delfina unless otherwise agreed to in writing.

GROCERY DELIVERY and A CHEF FOR YOUR VILLA STAY: With sufficient advance notice, we can pre-stock your villa with the food and beverages of your choice. So, especially if you are arriving in the afternoon or traveling with small children, let us deliver your custom grocery order to your villa just before your arrival!

On St. John we have excellent chefs who are available for just one special dinner only, to one, two, or three meals a day for the duration of your villa stay. Chefs will require an advance deposit for both grocery shopping and for their cooking; you may pay them directly. And please remember: all of our chefs book up far in advance for all holidays, so please plan way ahead.

SPECIAL SERVICES:

We can arrange almost any special services you wish (diving, boating, paddling, tours), on any island, and arrange your car rentals (to be delivered to your villa, OR picked up by you at the airport on arrival) with ample advance notice.

TIPPING THE VILLA'S STAFF (Recommended):

For really excellent service with a smile, we recommend tipping about \$25 to \$50 per week for each housekeeper and the Property Manager. Some housekeepers will leave an envelope in the villa for your gratuity. And if you have food and drink left in your villa when you depart, you may also leave these for the housekeeping staff - they will appreciate it.

