

VILLA FISH RENTAL AGREEMENT

It is understood that Villa Fish, LLC serves as an agent for the Owner or local Property Management Company. This Rental Agreement states the terms and conditions concerning this villa rental between you (the “Guest”) and your principal, and Villa Fish, LLC. If you have any problems or questions with any of the following, please be sure to phone us at (340) 779-7120 or toll free at 888-693-9797 for discussion and explanation before you submit to us your rental deposit monies.

The Guest, by booking the property on VILLAFISH.COM web site or signing the Booking Form, agrees to abide by the following Rental Agreement:

1. Payment & Reservations - A deposit of 50% of the total rental amount,

and 50% of any applicable tax is required to make a reservation. The balance is due 60 days before the rental date. If the payment of the remaining balance is not received on or before this deadline, the booking is subject to cancellation without further notice. If the reservation is made less than sixty days before the reservation date the entire amount is due and payable. Dependant upon the property you are booking, you may need to submit additional waivers or agreements. **No reservation is confirmed until you have received a Booking Confirmation Letter from Villa Fish.**

2. Cancellation Policy - No deposits will be refunded unless a replacement

rental is obtained. Should you be forced to cancel for ANY reason and a replacement rental is obtained, your deposit will be refunded, less 20% of the complete rental rate. Reservations cancelled less than 90 days in advance of reservation date will incur an additional 20% penalty. **No monies will be refunded unless a replacement rental is obtained. Because of our strict cancellation policy, we urge you to obtain Traveler's Cancellation Insurance.**

3. Arrival and Departure (Check In – Check Out) - There are acceptable

arrival and departure times for all of the properties, as stated in the Villa Profile on the **VILLAFISH.COM** Web site. These times are typically Check In 3PM / Check Out 10AM. Additional fees may be assessed if you vary from these times.

4. Property Owner’s Disclaimer - The property owner does not accept any liability for any loss, damage, or additional expenses incurred by the client

or any member of the client's party regardless of the cause. The property owner does not accept liability for any injury, death, loss, inconvenience or damage, alteration, delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns or with the client's accommodation or other circumstances as amounting to 'force majeure' or Acts of God or other similar events beyond the property owner's control.

5. Responsibility - The descriptions of locations and accommodations are

provided in good faith and in the belief that they are accurate based on the latest information received. However, **VILLAFISH.COM** declines all responsibility for any modifications made by the owners or management companies without our knowledge. In addition, **VILLAFISH.COM** is not responsible for any physical injuries caused to the customers during their stay at the property. It is, therefore, highly recommended that the customers purchase comprehensive travel insurance prior to their trip. The properties **VILLAFISH.COM** offers are not official tourist structures or hotels. Rather, they are private homes. Being such, they do not have standards or categories recognized internationally, but instead reflect in their architecture and furnishings the local traditions and personal taste of the owners. Customers must accept differences in the properties, be them architectural or cultural, relative to their own homes. Any real deficiencies or problems in the property must be communicated directly to the property owner or his/her representative prior to the customer's departure from the property, as **VILLAFISH.COM** is only an agent for the property owner or his/her representative and has no authority to make settlements.

VILLAFISH.COM makes every effort to accurately and completely represent our villas on the web, telephone or brochure. If the guest is disappointed or unsatisfied with a property due to 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 and no rent reduction or refund will be issued. Telephone and fax numbers of the property owner or his/her representative are located in the Property Voucher, provided after the final payment has been received. Complaints issued following the customer's return will not be considered, nor will give rise to any indemnity.

6. Drugs and Hazardous Materials - Guests and members of their party

shall not use or permit to be brought into the villa any illegal or hazardous substances.

7. Gatherings - No groups larger than those renting a house are allowed in

our villas without written permission. Additional fees may apply.

8. Capacity Of Villa - Total guests permitted in the villa anytime are

restricted to the number of guests who have scheduled and paid. Should a group be misrepresented, they must pay for the extra persons immediately or vacate the villa without a refund. Infants sleeping in a crib are not included in the total headcount.

9. Construction Noise - The St. John economy is thriving. Construction is

everywhere, even next door to some of our villas. Work begins at 7:00 a.m. and stops at 3:30 p.m. week days. We do appreciate your understanding in situations where construction exists.

10. Property - All VILLA FISH villas are privately owned. The Owner and

Property Manager reserve the right to refuse service to anyone at their complete discretion. The Owner and Property Manager will not be responsible for accident, injury or for the loss of money, jewelry or valuables of any kind. The property will not be rented to anyone under 25 years of age unless part of or guest of a family group.

11. RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

12. Room Tax - Each rental is subject to a U.S.V.I. room tax that is currently

8%.

13. Damage Deposit – Each rental has a Damage Deposit Amount, as

stated in the Villa Profile on the **VILLAFISH.COM** Web site. This amount is due in full 60 days prior to your arrival. 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 Villa Fish 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 as a result of your occupancy, excluding normal wear and tear. Coverage does not apply to theft or damage of any property owned by or brought onto the premises by a guest. In cases of abuse and malicious damage to rental property the guest will reimburse the Property Manager and/or Owner the amount of all damage including attorney's fees. Locked pantries and closets 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. In lieu of a security deposit some villas charge a non refundable Security deposit Waiver of \$35.00. In this case there is not a standard security deposit.

14. Service/Repair - If the villa or any of its systems or amenities require

service or repair the Guest will agree to make the villa or room available for the service technician.

15. Service Interruptions – We strive to make your villa stay as comfortable

and trouble free as possible. Sadly there are some services over which we do not have any control. Problems with the electrical service, telephone connections, both land line and cellular as well as cable or satellite television are managed by other service providers and we cannot promise that the service will not be interrupted or available. We will make every effort to work with the various service providers to restore any interrupted service as quickly as possible but we are at the mercy of the scheduling and effort of the other agency.

16. Governing Law- This agreement and all transactions contemplated

hereby, shall be governed by, construed and enforced in accordance with the laws of the Territory of the U.S. Virgin Islands. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the Territory of the U.S. Virgin Islands, District of St. Thomas and St. John.