



Jane & Walter Feddersen
P.O. Box 502134
St. Thomas, USVI 000805
(340) 779-4649 Phone
(340) 779-2629 Fax
wfeddersen@islands.vi

VILLA RENTAL AGREEMENT TERMS AND CONDITIONS

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 below. Please read the contract now, sign and return confirmation on the last page. Also, please REREAD contract before your arrival.

OUR PAYMENT AND CANCELLATION POLICIES: Half of your total, including hotel tax and security deposit, is due within 7 days of booking to confirm your reservation. Failure to make this payment subjects your reservation to automatic cancellation. The balance due must be paid in full at least 45 days prior to your arrival. All cancellations and any request for changes to your reservation (such as date changes and changes in the number of persons) must be made IN WRITING. If you cancel more than 60 days prior to your arrival date, 90 percent of your total rent will be refunded to you and 10 percent of your total rent will be retained by Cabrita Cliff Haus (also referred to as CCH) as full liquidated damages. If you cancel within 45 days of your arrival date, CCH will retain 50 percent of your rent as full liquidated damages. However if your cancelled dates are rebooked to another guest, 90 percent of your total rental monies will be returned to you for the nights rebooked, and 10 percent will be retained by CCH as full liquidated damages. In some cases, we may be persuaded to allow you to rebook the villa at a later date, without penalty to you. Refunds due to last minute reductions in total head count originally booked will only be considered on a case-by-case basis when requested within 60 days of your arrival. Guests who abandon the villa without permission from CCH agree they have no rights to compensation. CCH owners recommend travel cancellation insurance.

Guests understand that all rental monies will be deposited into the Cabrita Cliff Haus rental account until the rental begins. If your check-in date is less than 45 days, full payment including Government Hotel Tax and damage deposit is required. After receipt of your initial payment and signed Agreement, we will send a confirmation receipt. No further reminder will be mailed.



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DAMAGE DEPOSITS: Damage deposits are fully refundable within 30 days of your departure, provided there is no breakage, damage, missing items, no additional cleaning for the villa 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 long distance phone calls or careless or extremely excessive use of the villa's water supply) are included in your rental price. You hereby agree to pay Cabrita Cliff Haus the cleaning and replacement costs for all damages to personal property or the real estate may occur as a result of occupancy excluding normal wear and tear. 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 Cabrita Cliff Haus. CCH is fully furnished, including a sample supply of bed linens and towels for Guest's use. Rearranging the furniture or removing ANY items from the villa is prohibited.

LIABILITY: Cabrita Cliff Haus is acting hereunder as agent for accommodations, and assumes no liability for property loss or damages, nor liability for injury, delay or irregularity which may be occasioned whether by reason of defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from the villa. Transportation (airlines, ferries, charter vessels, rental cars and taxis) is supplied by providers who operate independently of CCH. We assume no responsibility, therefore, for any loss or damage to person or property because of the acts of those providers (Including you or members of your party). You and members of your party shall not use or permit to be brought into the villa any illegal substance, flammable liquids, or other explosive articles deemed hazardous to life, limb, or property. Furthermore, guests are responsible for CCH during occupancy, and must lock the villa's windows and doors securely at all times when not on the premises.

NO PETS: Pets of any kind are NOT allowed in or on the villa's premises without specific written permission from CCH (granted prior to arrival). A pet or evidence of a pet found on the premises will cause immediate eviction and forfeiture of Guest's entire rent and deposit.

COMPLAINTS AND MAINTENANCE: Cabrita Cliff Haus shall make every effort to keep inventories in good working order. In case of a maintenance problem we will strive to repair the problem as soon as possible after being notified. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, cable service or DSL, appliances, etc. It is the Guests' obligation to report any problems or damage to the villa. Call Walter Feddersen at 340-779-2629.



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ENTRY INTO VILLA: Check In Time on date of arrival is 3:00 pm or later and Check Out Time on the date of departure is 11:00 am unless otherwise arranged by the owner. You shall not assign this agreement or sublet the villa in whole or in part without written permission of the Owner. CCH or its staff may enter the villa to perform any repairs as necessary.

VILLA KEYS: Cabrita Cliff Haus shall charge \$25.00 for each set of lost or mishandled keys. Let us know how many sets will be needed, especially for large groups. The gate code will be furnished upon arrival. Housekeeping will collect all keys and openers at 11:00 am on the day of departure. If you need to leave earlier, please contact us directly at 340-779-2629.

CAPACITY OF THE VILLA: 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 and two persons per queen sleeper sofa. Should a group misrepresent themselves, they will be required to pay for the excess persons immediately, or shall vacate the villa without refund. Exceptions are only made 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. A notarized waiver must be signed for all children under 12 years of age.

QUIET ENJOYMENT AND PARTIES: Cabrita Cliff Haus 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 are allowed without advanced WRITTEN permission from CCH. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10:00 pm.

In any dispute 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 attorney's fees.

TRANSPORTATION TO CABRITA CLIFF HAUS: Once you arrive at St. Thomas airport you will be met at the airport by our escort. He will have a sign with your name on it. Guests will get their rental cars and follow him to the villa or ride there with him space allowing. Some guests go by taxi to the villa and have their rental cars delivered to them, so they don't have to try driving on the left side of the road on their first day. We recommend Budget Rent a Car at 800-626-4516. The escort will provide an orientation upon your arrival at CCH and provide you with keys and gate openers. Repeat guests that do not need an escort to the villa or those who do not want one will be met by housekeeping at the villa for orientation, keys and openers. The departure trip to the airport is the guests' responsibility unless other arrangements have been made. All Guests must contact the Owner with flight arrival information. Please also call us at 340-779-2629 if your flight is delayed.



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ACCOMMODATIONS & FURNISHINGS: The Villa has five (5) bedrooms with king-sized beds and one queen sleep sofa in the media room. All bedrooms have private baths. It is fully furnished. Please do not rearrange the furniture. Included in the rental is an ample supply of bed linen and towels for your use. Groceries may be purchased in nearby Red Hook. The Villa may be provisioned by faxing or e-mailing a list of desired items. This service is \$25.00 an hour plus cost of food. We especially recommend this service for Guests with children or for Guests arriving late. A chef is available to Guests if they want a delicious 'night in.' You must leave the property in "broom clean" condition. Please start a load of dishes and laundry before leaving. Please put all trash in the cans outside the kitchen door. Left over food may be left in the refrigerator. Storage areas marked for the owner are not included in the rental. Maximum occupancy is 12 persons unless other arrangements are made with the owners in writing.

MAID SERVICE: Cabrita Cliff Haus is cleaned prior to your arrival and upon departure. One maid service is provided during the week. If Guests want more maid service, please let us know or ask the housekeeper upon arrival. The cost of additional maid service is to be determined between you and the maid. Tipping the villa staff is recommended.

SPECIAL SERVICE: We can arrange almost any service you wish on island: boat charters, both power and sail, scuba diving, jet ski rental, parasailing, deep sea fishing, snorkel trips, or massage therapists, male and female, who come to the villa. We can also recommend restaurants, beaches and other activities. Cabrita Cliff Haus is a beautiful place for a wedding. Please contact Susan Baker if you wish more information on weddings grand or intimate sbaker@viaccess.net or 340-643-2359.

BABIES AND TODDLERS AT OUR VILLA: Children are welcomed at Cabrita Cliff Haus. Child waivers must be signed for all children under 12 years of age. Our pool is not fenced and is on a cliffside. Parents must be diligent. Although we have no baby items, they can easily be rented. **CHILD CARE AND V.I. LAWS:** Virgin Islands law requires all children under 5 years to be in a child restraint car seat (or, if a child is 3-5 years he may wear a regular seat belt in the rear seat.) Car seats are available from the rental car agency. Please reserve one when you book your rental car (There may be a small charge). *Nannies in Paradise* is a USVI licensed service especially created for island visitors with children and is a huge hit with the kids. See nanniesinparadise.com owners Kaye or Carol. 877-768-6699 or 340-776-2228 or fax 340-175-1355.

The Virgin Islands has some of the highest electric bills in the Caribbean. Please help us keep down the cost by using the air conditioning as little as possible. Please turn it off when not in the Villa and don't reset their computers. Close windows when it is on and follow instruction near the control units.



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RELEASE AND ENDMNITY AGREEMENT

Comes now _____ AS TENANT, and agrees to keep and hold harmless the Landlord and Owners of Cabrita Cliff Haus on St Thomas, USVI from all damages and liability arising from any negligence by the tenant, or failure of the tenant to comply with any covenants, terms and conditions of this rental whether it be caused by, or due to, the failure of the Landlords to perform any of the covenants expressed or implied.

The tenant further acknowledges that he will exercise extreme caution regarding the swimming pool [which has no railing or barriers, or safety precautions preventing any persons from stepping into the pool], the verandas, decks, all walkways and staircases, not to venture passed the no trespassing sign, the cliff and shoreline below which is partially roped off. The swimming pool has a negative edge. It will be strictly forbidden by tenant or his party to walk, climb or lie on this edge.

The tenant also agrees to communicate all safety issues to his or her party and will instruct all children in safety issues.

IN WITNESS THEREOF, I the undersigned set my hand and seal this document.

ST. THOMAS UNITED STATES VIRGIN ISLANDS

This _____ day of _____ 20_____

Signature

Witness



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RENTER AGREEMENT

Please sign, date and return by fax to 340-779-2629 or mail to:

Mr. And Mrs. Walter Feddersen
P.O. Box 502134
St. Thomas, USVI 00805

I have read, understand and agree to terms and policies of this Renter Agreement.

Signature

Date