



Reservation Request and Short Term Rental Agreement

FAX COVER SHEET

Send via fax To: Aqua Vista Villa	From:
Attention: Victoria Prehn	Email:
Fax number: (866) 856 - 1375	Cell number:
	Phone number:
Today's Date:	Fax number:

Dear Guests:

We extend our sincerest thanks for your interest in renting our property.

- Print and review all pages of this Rental Agreement and it's Terms and Conditions. Should you have any questions or concerns, please don't hesitate to give us a call or email.
- Complete all information requested on Pages 1, 2 and 3 of the Rental Agreement and sign Page 3.
- Return Pages 1, 2 and 3 of the Rental Agreement along with this Fax Cover Sheet to us via fax or email.
- Please understand that dates cannot be held until we receive your completed Rental Agreement.
- Your Rental is not confirmed until we receive your Rental Deposit. We will email you with a Booking Confirmation Number upon receipt of your Deposit.

Thanks, and you'll be hearing from us soon. We look forward to meeting you !

**Aqua Vista Villa
Rental Agreement – Page 1**

THIS SHORT TERM RENTAL AGREEMENT (hereinafter referred to as "Lease" or "Agreement") is made between David & Jill Prehn (hereinafter referred to as "Owner"), Victoria Prehn & Spencer Dickey (hereinafter referred to as "Managers" and _____ (hereinafter referred to as "Renter").

This Agreement is for the vacation rental property commonly known as Aqua Vista Villa, located at 9-1-25 Estate Peterborg, St. Thomas, U.S. Virgin Islands 00802 (herein after referred to as "Villa".)

Owner Contact Information:	Renter Contact Information:
Name: David & Jill Prehn Local Property Mangers: Victoria Prehn & Spencer Dickey	Name:
Mailing Address: 136 Jones Creek Drive Jupiter, FL 33458	Address:
Manager's Home Phone: (340) 776-2334	Home Phone:
Manager's Cellular Phone: (340) 998-3074	Cellular Phone:
Fax Number: (866) 856- 1375	Fax Number:
Email: info@aquavistavilla.com	Email:

I. Lease Period

Arrival Date: _____ (04:00PM)

Departure Date: _____ (11:00AM)

Flight Information if Available:

Airlines: _____

Flight Number: _____

Arrival Time: _____

Departure Time: _____

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II. Rental Rate

The Villa property is exclusively rented to one group of Guests at a time. The rate provided by Owner may be based on the number of bedrooms that will be occupied by the Guests. Discounts may be provided for groups renting less than all 6 bedrooms. Renter acknowledges that un-rented bedrooms should not be used and will be locked during Renter’s stay. The Rental Rate is for the use of the Villa property and does not include any personal or professional services during Renter’s stay.

Number of Bedrooms Reserved (1-6): _____

Number of Sofa Sleepers Reserved (1): _____

Rental Rate for ___ Nights: \$ _____

Deposit Due Within 7 Days:	Due 30 Days Before Arrival:
50% of Rental Rate \$ _____	Remaining 50% of Booking \$ _____
	8% Hotel Tax \$ _____
	Damage Security Deposit \$ 500.00 US
	Total Due \$ _____ US

Payment will be made by _____ Check _____ Credit Card

See Terms and Conditions of Rental below for Payment Instructions.

III. Occupancy

The maximum occupancy of Aqua Vista Villa is 13 Guests, including infants and children. The rental rate that has been provided to Renter is based on occupancy. Renter acknowledges that the following individuals (hereinafter referred to as “Guests”) will be exclusively occupying and utilizing the Villa and it’s facilities during the Lease Period. There will be an impact fee of \$200 per person per day for each person over and above the number of Guests specified below. Renter agrees to pay for excess Guests found to be on the property immediately, or shall vacate the Villa without refund of rental fee or damage security deposit.

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Rental Agreement – Page 3**

III. Occupancy (Continued)

Additions may be made to the Guest list, at the published increase in Rental Rate, up until 30 days prior to Arrival Date and final Rental Payment being made. Owner must be notified in writing of any changes.

Guest Names	Age
1. Renter:	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
TOTAL NUMBER OF PAYING GUESTS:	

I have read, understood and agree to the "Rental Agreement" and the "Terms and Conditions of Rental" attached hereto and will advise all Guests of said Agreement, Terms and Conditions. Renter's submittal of payment for this Rental Agreement constitutes acceptance and agreement of these terms, conditions, limitations and restrictions as printed below.

Renter

Date



Aqua Vista Villa
C/o Victoria Prehn & Spencer Dickey
9718 Estate Thomas Ste 20
St. Thomas, VI 00802
340.998.3074 Cellular
340.776.2334 Home
340.774.1544 Villa
866.856.1375 Fax
www.aquavistavilla.com

Aqua Vista Villa Rental Agreement TERMS AND CONDITIONS OF RENTAL

RESERVATION AND PAYMENT:

- A Reservation Request will be considered upon Renter's submittal and Owner's receipt of Pages 1, 2 and 3 of the Rental Agreement.
- Upon receipt of the Rental Agreement, Owner will email Renter with acknowledgement of the Reservation Request. Owner will confirm if dates remain available, and will place a hold on the dates for a period of seven (7) days in order for Renter to arrange for payment of the deposit.
- Half (50%) of the Rental Amount is due within seven (7) days of the Reservation Request. Failure to make this payment will subject the reservation to automatic cancellation without notice to Renter.
- The remaining half (50%) of the Rental Amount, plus 8% tax, plus \$500 refundable damage security deposit is due 30 days prior to arrival. Failure to make this payment when due also subjects the reservation to automatic cancellation without refund of Renter's deposit. Owner will make every attempt to contact Renter before dates are rebooked to another party.
- All payments must be made in U.S. funds by personal or bank check, money order, wire transfer, or Western Union. If paying by check, we suggest sending the payment via U.S. Postal Express or Priority Mail with Delivery Confirmation. Credit Card payments are accepted via PayPal.com to the account listed below. If you have selected payment by credit card, we will email you an invoice from Paypal, which includes instructions if you are not familiar with their service.
- Renter sending payment in response to the signed Rental Agreement constitutes all Guests' acceptance and agreement to these terms, conditions, limitations and restrictions as printed below. If Guests should have problems or questions with any of the following, please be sure to phone the Managers for discussion and explanation before sending the Rental Deposit.
- Issuance of a Booking Confirmation Number constitutes Owner acknowledgement and acceptance of this Agreement.

Please make payment payable to: David Prehn (NOT Aqua Vista Villa)

Mail Payment to: Victoria Prehn
c/o PC Paradise
9718 Estate Thomas Ste 20
St. Thomas, USVI 00802

Paypal.com Account: info@aquavistavilla.com

CANCELLATION POLICY:

- If Renter must cancel for any reason, please notify Owner in writing by email, fax or letter.
- Cancellations made more than 90 days prior to Arrival Date are 100% refundable. If the deposit was paid by credit card via Paypal, a deduction will be made for the Paypal Fees (generally not to exceed 3%) and a copy of the fees incurred by Owner will be provided.
- Cancellations made 90 to 30 days prior to Arrival Date are subject to a Cancellation Penalty of 50% of the Rental Amount (ie. the full amount of the Rental Deposit).
- Cancellations within 30 days of the Arrival Date are non-refundable and subject to a Cancellation Penalty of 100% of the Rental Rate plus 8% Tax. Refundable Damage Security Deposits will be refunded according to the policies on deposits below.
- Should Renter cancel within the 90 day timeframe and be subject to a Cancellation Penalty, Owner will make every attempt to re-rent the Villa for the rental period. If the Villa is re-rented for the entire rental period, Owner will refund the Cancellation Penalty less a 10% administration fee.
- No-shows, late arrivals, early departures, or a reduction in the number of Guests made within 30 days of arrival are non-refundable.
- No refunds will be granted unless there is a serious problem that cannot be remedied within 24 hours (see Complaints and Maintenance below). Guests who abandon the Villa without written acknowledgement from Owner agree that they have no rights to compensation.
- Refunds for cancellations, less any cancellation penalties, will be made within 30 days of the cancellation notice.
- Travel Insurance is recommended.

HURRICANE CANCELLATIONS:

Most tropical storms that strike St. Thomas occur between August 21 and October 15, although the official hurricane season extends from June 1 to November 30. If traveling during hurricane season, it is highly recommend that Travel Insurance be purchased, as cancellations for any cause within 90 days of travel are subject to the cancellation penalty described above and are non-refundable. Should a cancellation occur as a result of a Hurricane as described below, Travel Insurance would refund all portions of Guests' travel itineraries where rescheduling the rental is not an option for Guests or Owner.

In the unlikely event that hurricane force winds (defined by the U.S. National Weather Service) directly hit St. Thomas the week prior to the Rental Period, Owner may need to reschedule Guests reservation for a later date. If a hurricane watch goes into effect for St. Thomas during the Rental Period, Guests will be asked to return home, and will be provided with a FREE replacement vacation to be scheduled at a later date.

Aqua Vista Villa maintains Renters Insurance, and should the Villa experience extensive damage from a storm such that Owner is unable to accommodate the rental, Owner will attempt to find a suitable replacement on behalf of Renter and/or the Rental Fees paid will be refunded in full by Owner's insurance agency.

For more information on Travel Insurance:

<http://gocaribbean.about.com/library/weekly/aatp113001.htm>

<http://www.travelguard.com>

DAMAGE DEPOSIT: A damage security deposit of \$500 is required for all rentals and is payable with the final payment due 30 days prior to arrival. Deposit will be refunded by check and returned within 30 days of departure, provided there are no deductions. Deductions will be charged for, but not limited to:

- Breakage, damage, or missing items, which will be billed at reasonable replacement cost.
- Excess Cleaning charges, which will be documented and billed at \$25 per hour. The normal time allotted to clean the Villa is 16 hours for the interior (2 staff at 8 hours each) and 4 hours for the exterior (1 staff at 4 hours). Charges will be imposed for cleaning of dishes in excess of one dishwasher load, removal of more than one bag of trash and/or discarded personal items left behind, stains in bedding and furniture, excessive re-arrangement of furniture, etc.
- Lost keys, which will be charged at \$25 per set.
- Evidence of smoking inside the Villa, excess Guests above those specified on the Rental Agreement, or late departure will all be billed as stated below.
- Careless or extreme use of water (in excess of 5,000 gallons), which may be charged at the rate of \$.06 per gallon. See Water provisions below. All normal utilities are included in the cost of the Rental Rate.

An inventory of house belongings and values can be provided at Renter's request. Damages have very rarely been deducted, but in the unfortunate event that damages due to an accident should occur, please make the problem known to Owner, so Owner can attempt to correct it. Should an inspection of the Villa after Renter's departure determine damages, Owner will notify Renter immediately via email to attempt to rectify the problem.

PARTIES, FUNCTIONS & QUIET ENJOYMENT: The Rental Rate provides for the use of the facilities ONLY for the number of Guests listed on the Rental Agreement. The Owner rents to family groups and responsible adults only; **absolutely NO house parties** or functions such as weddings are allowed without advance WRITTEN permission. **If you are considering hosting a function or party at the property, for more than the number of paying guests, please contact us in advance, as additional impact fees and deposits will apply.** We generally charge an additional impact fee of \$25 per person per day, and the increased refundable deposit will be based on the type of function and total number of guests.

The maximum number of guests that can be accommodated for any function is 25 guests (including the guests on the rental agreement).

If Renter is found to have had an unapproved wedding or any sort of group gathering for more Guests than officially scheduled and paid for at the villa, without advance written permission, Renter agrees to pay an impact fee of \$200 per person per day for each person over and above the number of Guests listed on the Rental Agreement. Renter agrees to pay for excess Guests found to be on the property immediately, or shall vacate the Villa without refund of rental fee or damage security deposit.

While we understand you are on vacation and hope you have an unforgettable and enjoyable time, Guests are reminded that the Villa is situated within a residential community. Guests are asked to be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly **after 10 p.m.** at night. Loud music and partying on the patios after 10:00 p.m. will surely generate a complaint from the neighbors. **Any approved group functions must be curtailed by 10:00PM.** Aqua Vista Villa wishes to maintain a family atmosphere for the quiet enjoyment of Guests.

CHECK IN AND CHECK OUT:

Check-In Time is: 4:00 PM

Check-Out Time is: 11:00 AM Sharp

Due to high occupancy rates and prearranged cleaning schedules, Owner generally cannot accept early check-ins or late check-outs. Unless granted by Owner in writing, Guests must vacate the villa no later than 11:00 A.M., and check-in no earlier than 4:00 P.M. Check-in and check-out times are strictly enforced. Failure to check out by 11:00 A.M. sharp may result in forfeiture of the Damage Security Deposit.

If you would like an early check-in or late check-out time, please inquire prior to your arrival.

ARRIVAL ON ISLAND AND ESCORT TO VILLA: A rental car is virtually essential in conjunction with your villa rental on St. Thomas. If you do not intend on renting a car, you must contact us in advance, so that we can understand your mode of transportation. Taxis services should be pre-arranged in advance, through us, unless you wish to begin your vacation with frustration. Renter will be provided with detailed maps to a well-known and easily navigated, island landmark (The Udder Delight Dairies on the road to Magen's Bay), which is one mile from the Villa. Owner will watch flight arrival times via the internet and will anticipate meeting the Renter and Guests at the Dairies approximately 1-1/2 hours after Renter's arrival on island (but not before 4:00PM). Owner will meet Renter at the Dairies and will escort the rental group to the Villa for Orientation. Renter will be instructed to call Owner as he/she is leaving the airport to verify schedules. Owner will be on standby via cell phone to assist Guests who are having difficulty navigating the roads and/or locating the Dairies. If Guests are arriving at different times, only one escort is included with the rental, and Renter (the signer of this document) must be present for Orientation. If Renter prefers escort directly from the airport, this can usually be accommodated for a \$50 fee (not including any taxi fees), but this must be pre-arranged with the Owner. Should Renter's flight arrive after sundown, Owner will arrange to meet the group at the airport free of charge.

MAID SERVICE & YARD MAINTENANCE: The Villa is cleaned, all bedding and towels changed, and the yard is maintained on the Arrival Date. We offer the following cleaning options during the Rental Period:

- **Self Maintaining – No Charge:** Guests are provided with a spare set of sheets for each bedroom for self changing. Six bath towels per bathroom plus one beach towel per guest, along with basic bathroom amenities, are also provided. The villa has a washer/dryer and is supplied with a basic supply of detergent should guests wish to launder towels, etc. during their stay. The kitchen is also stocked with basic cleaning and paper supplies.
- **Mid-Stay Maid Service - \$100 - \$150:** Fee includes one maid for 4 (upstairs only) or 6 hours (both levels). Additional hours may be added at \$25 per hour. The service includes sheet change, towel cleaning, folding and replacement, trash emptying, bathroom wipe down, general neatening of kitchen and living room, and sweeping of floors as necessary.
- **Daily Maid Service - \$500:** Fees for one week include the mid-stay service above, plus 2+ hours of maid service on all other days. Additional hours may be added at \$25 per hour. Beds will be made daily and changed mid week. Extra rates apply if you would prefer a daily sheet change. Towels will be swapped, changed and laundered as needed. Bathrooms will be wiped down and trash removed daily. The common areas will be neatened mid-week with sweeping of floors as necessary.

Maid Services should be arranged at least two weeks in advance of Guests arrival date. If Guests decide they would like maid service after their arrival, Owner will attempt to accommodate and coordinate the request, but it cannot be guaranteed.

Yard Maintenance is performed before each rental. During the week, leaves and outdoor debris may accumulate, and it is the Guest's responsibility to maintain the yard as they see fit. If Guests desire midweek or daily yard maintenance, please contact Owner in advance. Should heavy rain or winds cause excess debris to accumulate, which Renter feels is hazardous or problematic, please contact Owner so that Owner can address this and schedule a cleanup as soon as possible.

For stays longer than 10 days, a mid-stay maid service and yard maintenance is included in the Rental Rate. A convenient date and time will be arranged with Renter prior to Guests arrival.

GROCERY DELIVERY FOR YOUR VILLA STAY: With sufficient advance notice, Guests can arrange to have the Villa pre-stocked with the food and beverages of their choice. Especially if Guests are arriving after dark or traveling with small children, this service is well worth the nominal fee. See www.grocerygodesses.com for more information. Directions to recommended grocery stores are provided at the Villa during Orientation if Guests prefer to shop for themselves after check-in.

TELEPHONE SERVICE: The Villa has direct dial telephones. All Local phone calls within the U.S. Virgin Islands are toll free (no charge). Long Distance service is not included, and Guests will need a calling card in order to make off-island calls. Cellular phone service is available on island via Sprint and Cingular. If you do not have one of these services, please check with your cell phone provider for roaming charges prior to your stay. Due to the location of the villa, cellular phone service can be sporadic, and is not guaranteed.

INTERNET SERVICE: High speed DSL, wireless internet service is available at the villa. Guests must bring their own computer. No printer is available.

WATER: The majority of homes in the islands are not connected to "city water". We collect the water we use on our roofs and store it in a cistern below the house. During periods of drought, our water supply diminishes, and we sometimes must purchase water from the local desalination plant (de-salted ocean water). A load of water (5,310 gallons) costs \$325, or 6 cents per gallon. Managers will check the water supply on the Arrival Date and will generally arrange for a delivery if the water level falls below 500 gallons or three inches of water in the cistern. In the event that the Villa runs out of water during the Rental Period, please notify Managers immediately. It will take approximately 4-8 hours to secure a water delivery. Experience has shown that the average group of eight guests use about 2,500 gallons of water each week and we have allowed for double this amount to be used without charge. Renter is encouraged to inspect the water level and capacity of the cistern at check-in.

PLEASE, help us by conserving water while enjoying our beautiful tropical paradise. Some suggestions: 1) Shower once per day, 2) don't run the water when soaping up in the shower or brushing teeth, 3) use the dishwasher with a full load instead of running water in the sink 4) use the clothes washer and dryer sparingly, if at all. Thanks, and every bit helps to preserve our natural resources!

PROPERTY MANAGERS AND CONTRACT SERVICES: The property managers of Aqua Vista live approximately a mile from the villa. The Owner wishes to assure Guests that their privacy at Aqua Vista Villa is of their utmost concern and is completely assured. After Orientation, the managers rarely will be seen in Guest areas unless his/her presence is requested. However, the managers can be relied upon to very quickly address any maintenance issues or questions that arise. The Managers also enjoy providing daily information and concierge services should Guests desire their input. On behalf of the Managers, we like to say that we are available to our Guests as little or as much as needed, but certainly do not want to intrude on our Guest's vacation in any way. The Owner or Managers may enter the villa to perform any repairs as necessary; however, we will not enter the villa without attempting to contact the Renter first. Owner attempts to arrange for gardening and insect spraying services around the booking calendar, but sometimes these services must be preformed during the Rental Period. If this happens to be the case, Owner will notify Renter in advance of any contractors that should be on the property. Otherwise, the villa is 100% yours to enjoy, interruption free!

GARBAGE REMOVAL: We do not have home trash removal in the Virgin Islands. Guests agree to keep the Villa property free of excess trash during their stay and will carry trash to dumpster containers at the community entrance.

INSECTS: The Villa has a Mosquito Magnet to aid in the reduction of mosquitoes and "no-see-um"; however, they cannot be completely eliminated. Guests are advised to bring insect repellent if they are highly allergic. Terminex sprays once per month, but tiny ants remain present and are simply a fact of living in the tropics. Other critters may also be seen. Guests are encouraged to contact the Managers should they see something of concern.

PETS: Sorry, no pets.

SMOKING POLICY: SMOKING INSIDE THE VILLA IS EXPRESSLY PROHIBITED. If you do smoke, please do so on the balcony and the outdoor areas, and place butts in the ash trays provided on the porches. Any guests caught smoking inside the villa will be charged \$100 per day against their damage security deposit for increased fire risk, insurance premiums, and damage to our smoke-free environment desired by our non-smoking guests. This policy is strictly enforced.

VEHICLES: There is parking at the Villa for a maximum of 4 rental vehicles.

DRUGS AND HAZARDOUS MATERIALS: Guests shall not use or permit to be brought onto the Villa property any illegal substances according to United States law, or flammable fluids or other explosives or articles deemed hazardous to life, limb or property. The Villa maintains an unlocked, guest leftovers, liquor bar. If this is a problem for your group, please notify Managers in advance so that it may be removed.

POWER OUTAGES: Power outages are rare, but can last from a few minutes to a few hours. Should an outage last over three hours, please contact the Managers so we can confirm the source of the problem. During an outage, please do NOT run any water; the water pump is electric, and running faucets or flushing may cause the pump to lose its prime and the water pipe system to become air-locked. Wait until power is restored. Flashlights, lanterns, candles and matches are provided in the villa for use during outages. Power outages will also reset outdoor landscape lighting timers, so please contact the Manager to reset lights if Renter is having problems resetting them as instructed in Orientation.

SECURITY: While the Villa is in a very safe neighborhood, Guests are reminded to lock Villa windows and doors securely at all times when not on the premises and to keep valuables out of view. Owner/Manager assumes no liability for property loss or damages as a result of theft. Should Guests suspect or find that the property has been burglarized, Guest shall call the Police at 911 and the Managers immediately.

NATURAL TERRAIN: All guests' stay is at their own risk. While Owner has made every attempt to make the property as safe as possible, the natural terrain can be hazardous. All guests are warned to stay away from the natural draw of the cliffs and not to climb on the railings. Guests should not use the wooden staircase below the property, which leads to the cliffs, marked "No Trespassing". Patios and stairs can be slippery when wet, and guests are reminded to use caution when venturing outdoors after a rain shower or at dusk when dew may have fallen. Nights can be dark, and Owner suggest that Guests utilize flashlights provided in the Villa when navigating outdoor walkways after dark. Guests are responsible for the operation of all indoor and outdoor lighting during their stay.

SPA SAFETY: Guests should NEVER dive or jump into the spa/jacuzzi. It is not deep enough and Guest could be seriously injured! Always watch all children and partying adults carefully, and please do not allow anyone to run around the spa areas or decks - someone could slip and fall. Be extremely cautious. Guests are warned to use caution while using the spa and consuming alcohol.

HOLD HARMLESS, COMPLAINTS AND MAINTENANCE: The Owner of the Villa makes every effort to keep all accommodation and its inventory in good working order and highly representative of the photos presented on our website.

Owner expresses no guarantees, express or implied, regarding suitability or fitability for any particular purpose. **In case of a maintenance problem, Renter is obligated to notify Managers immediately.** The Owner and Managers hopes that our Guests' rental will be perfect in every way. Please, if something appears to be missing or not what was expected, or if the Managers can improve upon our Guest's stay in any way, please do not hesitate to contact the Managers at any time. Often, the situation can be corrected *before* it becomes a problem! Once aware of a problem, Owner guarantees that appropriate repair or replacement will be promptly addressed, however Owner is not responsible for any inconveniences for which Owner or Managers have no immediate control and no refund or rate adjustment will be issued for said inconveniences. These inconveniences may include, but are not limited to, the following: (i) breakdown of appliances, spa or water pumps, furniture, television or internet services, recreational appliances or devices; etc. (ii) power or water outages; (iii) adverse weather and/or road conditions; (iv) construction in the area; and (v) Units that are not decorated and/or accommodated to Guest's individual tastes. Owner/Managers shall not be held liable, or otherwise take any responsibility, for any injuries that may occur to Renter or Guests, and/or Guest's invitee, that is caused or permitted to be caused by the intentional, unintentional, negligent, or careless acts of said Renter, Guests, and/or invitees. By the written or electronic endorsement of this Agreement, Renter and Guests agree to forever hold-harmless and indemnify Owner and Managers from any liability and/or responsibility arising there from.

DISAGREEMENT: If any dispute or litigation results out of this Rental Agreement and its Terms and Conditions of Rental, the laws of the Virgin Islands will apply and the prevailing party will recover its costs and expenses and reasonable attorneys' fees.

ENTIRE AGREEMENT: This agreement serves as the entire agreement. No additional provisions are expressed nor implied. This agreement supercedes any and all previous oral and/or written, express and/or implied agreements. Upon written or electronic endorsement and submittal of Deposit, Renter and Guests agree that they have read and understood this agreement, and accept all terms, conditions, covenants and restrictions, without exception.