

Vista Bahia

610-580-4866 (Host Cell/Sally) 609-385-8708 (Maintenance/John)

Short-Term Vacation Rental Agreement Terms and Conditions

This Short-Term Vacation Rental Agreement Terms and Conditions (the "Agreement") is effective as of the date of first payment toward the booking of the reservation by and between Vista Bahia ("Host"/"Property Management") and individual(s) who make payment toward booking of the reservation ("Guest(s)"), whether by phone, email, or online. By entering into this Agreement, Guest(s) and Host agree to the limited use and occupancy of the rental unit as described herein.

CHECK-IN and CHECK-OUT:

Check-In = 3:00 p.m. or after;

Check-Out = by 10:00 a.m.

We will enter the unit at 10:00 a.m. for cleaning unless permission has been granted in writing by host/property management for late Check-Out. **No early Check-In or Check-Out** = We will reach out to you if we can offer courtesy early Check-In prior or courtesy late Check-Out.

Not suitable for children or pets. We have cats on the property.

No smoking, vaping, burning of any kind on property -Fire Hazard.

No parties or events.

SINGLE or DOUBLE OCCUPANCY only. House code and/or keys are not to be shared with anyone else.

DIRECTIONS and ENTRY CODE to the UNIT: To be provided by Host/Property Management prior to arrival (typically within a week of Check-In date).

RATES and PAYMENT(s) -

- Reservation made greater than 60 days (sixty) before the Check-In date:
 - 50% of the total reservation amount shall be paid at the time of booking; and,
 - 50% of the total reservation amount shall be paid at least 60 days prior to the Check-In date.
- Reservation made as of 60 days (sixty) or less before the Check-In date:
 - 100% of the total reservation amount shall be paid at the time of booking.
- Reservation shall not be considered confirmed until the first payment has been received at the time of booking.
- Payments must be made in U.S. Funds. We do not accept checks of any kind.
- Cleaning Fee applies to each unit under the reservation (\$100 "Tradewinds" penthouse unit/Level 3; and/or \$60 "Horizon" lower unit/Level 1).
- 12.5% USVI room tax will be applied (subject to change as government agencies update).
- Entry into the unit will not be permitted without full payment of outstanding balance described herein and may be considered a cancellation.
- All rates and unit descriptions are based on single or double occupancy. Maximum capacity of people allowed on reservation/booking is two (2). For example, Guest may not have their name/account on the reservation, then have 2 other people show up for the reservation. This will be counted as a reservation for 3, and, if approved under the "Third Party Booking" clause, shall incur an extra guest fee.

CANCELLATION –

- Be advised that no refunds will be issued by Company if not cancelled within these Terms and Conditions. **We highly recommend purchasing travel insurance to protect yourself for up to 100% of your losses or costs from the unexpected, otherwise you agree that you are subject to these cancellation terms.**
- Written notice must be given by Guest to Company email and to the Host's contact by the Guest whose account and email was used to make the reservation.
 - If notice given MORE THAN 60 DAYS before scheduled Check-In date
 - 80% to Guest (of amount paid toward total invoice)
 - Minus any processing fees, chargebacks, non-refundable line items, etc.
 - 20% to Host (of amount paid toward total invoice)
 - Minus any processing fees, chargebacks, non-refundable line items, site commission, etc.
 - If notice given AS OF 60 DAYS OR LESS before scheduled Check-In date:
 - No refund unless dates of the scheduled booking are re-booked by another Guest (or written confirmation by Host that booking was acquired, potentially on another booking platform).
 - In that event **all** dates of the scheduled booking are confirmed by Host as being re-booked by another Guest, the above section regarding "Guest Cancellation/Refund Terms" for "MORE THAN 60 DAYS" shall apply.
 - If only a **portion** of the dates of the scheduled booking are re-booked, the above section regarding "Guest Cancellation/Refund Terms" for "MORE THAN 60 DAYS" shall apply for those dates re-booked. Timing of any refund shall be determined by Host in their discretion, and therefore withheld, until such time as it is determined by Host that there is no likelihood of new booking for the remaining balance of dates. The remaining funds for dates not booked shall be forfeited by Guest.

- Dates will not re-open on the particular rental listing page's calendar for the opportunity of a potential new booking until the Guest who made the booking on the Company website is the party who gives written notice of cancellation to Host.
- Failure to pay the final payment of the remaining balance of the reservation invoice as described in "Rates and Payments" may be considered a cancellation of the reservation by the Guest(s) and result in forfeiture of all payment made. No grace period for payment is required before cancellation of reservation may be determined. Further, dates of reservation may be opened on the calendar as being available to book by new guests. No cash on arrival is accepted.
- Guest(s) who check in later than the date of Check-In, leave early after Check-In, or Guest(s) that are no-shows, will be charged the full amount of the reservation (i.e. no refund).
- Guest(s) accepts and acknowledges to waive the ability to dispute the amount stated in this booking if Guest(s) files a claim with their banking institution or credit card company:
 - AFTER services have been rendered by Vista Bahia;
 - BEFORE services have been rendered, in cases where this booking is abandoned (no show; failure to make final payment), or Guest(s) requests cancellation or fails to cancel the reservation as described in this agreement.
 - Guest(s) further agrees that Vista Bahia reserves the right to pursue further action including, but not limited to, collections to remit any dispute or claim that is based on fraudulent, or inaccurate information provided.

TRAVEL INSURANCE - GUEST(s) shall be responsible to purchase comprehensive travel insurance of their own choosing that best fits their individual needs to cover up to 100% of any and all of their own risks, costs, or losses whether medical, financial, legal, personal, or property losses or costs arising out of things such as cancellation by Guest(s), modification, or inability to check-in or complete their reservation, weather, illness, medical issue, diagnosis, injury, transportation issues or delays, road or airport closures, natural disasters, cancellations beyond our control (such as government mandates), and more. Insurance is highly recommended year-round to protect your investment from unforeseen circumstances. A variety of insurers and quotes can be found at www.insuremytrip.com, another example <https://www.travelinsurance.com>, and <https://www.csatravelpro.com>. As your circumstances are totally out of our control, we do not assume risks for your cancellations or modifications. If you opt not to purchase such insurance coverage you understand that we do not provide refunds outside of the cancellation policy.

SECURITY DEPOSIT WAIVER FEE: A \$50 non-refundable Security Deposit Waiver fee is required for all reservations. This fee is in lieu of a damage deposit and covers all minor accidental damage or breakage up to \$300. If damage occurs during your stay, please let us know **immediately** and it will be covered as part of your stay; However, if you do NOT let us know of the damages, we will charge damages to your card on file, and they will be considered willful neglect. **This policy does not cover intentional acts that result in damage, gross negligence, willful and wanton conduct, or any cause if the GUEST fails to report the damage to host/property management before departure, including non-compliance with or disregard for proper use of Air Conditioning as described below.** Coverage shall not be considered insurance. 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, neglect and/or malicious damage to rental property the Guest will reimburse property owner the amount of all damage including attorney's fees.

TERMS OF PROPER USE OF AIR CONDITIONING:

- **CLOSE ALL exterior Windows/Doors *** (completely shut window & door or sensors will trigger turn off)
- **POWER OFF all AC any time you are not at the villa** (or we will remotely power off)
- **LEVEL 3 – Use 2 machines on COOL/Auto. Never run only 1 machine **** (due to large space & high ceilings)

* Machine(s) will turn off once sensor settings trigger the AC unit(s).

** Level 3/Penthouse, machine will turn off or will go to fan mode.

*** Host reserves the right to override settings at any time to be sure AC is operating according to these terms and settings that would meet the intended requirements for optimal use for the design & space of house.

- When used properly, * and ** will not happen. There is no problem with the AC when this happens, you may hear the machine beep.

This is the programming when the machines are being sync'd if compressor is under stress or if door or window is open.

- When AC is used properly, it can bring internal temperature of rental unit at least 4 degrees lower than your setting.

- When AC is not properly used as outlined here can cause leaking, flooding, damage to walls, baseboards, floors, and unit below;

Therefore, terms of use strictly enforced. No exceptions to this policy. To run AC improperly is not ordinary wear & tear.

- Any signs of leakage, malfunction, or damage, turn off and notify host – do not wait until Check-Out.

- Do not manually adjust machine or vents = damage. Use only remote control.

- These terms are stated here in reservation at booking, as well as in the rental unit for avoidance of any doubt as to clear expectations of how to use the AC properly.

- **Repeated disregard to repeated reminders of agreed terms of use may cause termination of stay and/or claim for damage.**

- If damages hinder same day check-in for another incoming guest you will be charged the amount of the missed reservation due to property and or damages you have caused to the home.

TOILETS, SEPTIC, PROBLEMS & LEAKS. Do not flush anything in toilets other than toilet paper and human waste. If there is a plumbing problem, please ask for assistance: Please do not buy chemicals and attempt to solve the problem yourself. The septic system is very effective; however, it will clog up if improper material is flushed in toilets or put down sink drains that is not intended to for the type of septic system installed on this property.

CONSERVE WATER: Rain is our source of water, so conserve. There is no well or public water line. It is not uncommon for St. John to experience drought several times within the year. Villas depend on collecting rain water, and are times it does not rain for weeks at a time.

NO USE OF WASHER AND DRYER - Rates include one-time linen & towel setup with ample supply of kitchen, bath, and beach towels for duration of stay, therefore there is no use of washer or dryer permitted by Guest during the reservation. Stays of 10 nights or more, host will offer a courtesy service to wash-and-fold one single regular-load of used villa linens/towels (mid-stay) and/or one single regular-load of personal laundry (not over-stuffed). Laundry above and beyond this will incur a fee of \$10/small load payable in advance for each load for the machine capacity. Entry into the Owner's Closet is not permitted, we require host only laundry service, no exceptions, due to: 1) limited on-site water supply/cistern capacity, the already heavy use required for each new Check-In; 2) 'Owner's Closet' will be closed for the security of items stored in the same area. We do not authorize anyone but property management to access this area. Any use of washer and dryer if accessed or used by Guest is prohibited and will incur a fee.

GUEST USE OF UNIT, FEATURES AND AMENITIES: We strive to provide a complete representation of the description and pictures of the unit and its configuration, features and amenities, as well as shared/common areas. Be advised that your rental rate includes use of the unit under the terms of the Agreement, is accepted "as-is" provided at discretion of the owner, and in no way creates rights to alter, re-arrange the unit or its amenities, nor to access areas not specified in the room listing.

- **SHARED AREAS:** Certain areas of the property are shared or common areas with other units on the property (such as parking areas, walkways, exterior stairs, etc.). There are a total of 3 units on property, one of which may be occupied by host/property management.
- **RESTRICTED AREAS:** GUEST(s) shall not access or use areas not described in their booking, including but not limited to: a) areas, accessways, or amenities of the property which may belong to or are a part of another unit; b) under no circumstances should any guest enter any maintenance area or closet, or the area below the access-way for level one "Horizon Terrace" (this is for the safety of guests and for the protection of mechanical equipment in these areas); and/or, c) areas which may be locked, described in this Agreement as, or designated as 'private', 'no entry', 'private use only' 'no access' 'not permitted' etc.
- **PRIVATE ENJOYMENT OF OTHER UNITS:** GUEST(s) and any of your guests will respect the privacy and bounds of other units, its features and amenities, its accessways, and privacy of those individuals who occupy them.
- **MAINTENANCE, REPAIRS and EMERGENCIES:** Guest(s) shall notify Host immediately of any needed maintenance, repairs, or emergencies. Guest shall not wait until Check-Out to inform Host, or for Host to only discover a problem upon re-entry; In this event, shall be considered negligence on the part of the Guest(s). Guest(s) shall not do maintenance or repairs, nor call their own repairman to the property; Instead, Guest(s) shall contact Host to make their own assessment and call their own repairman. Guest(s) use of unit shall not prohibit Host and/or their agent from entering unit in the event of needed maintenance, repair, or emergency when repairmen's schedule allows (such as plumbing or roof leaks or floods, fire, preparation for high wind or Tropical Storm or greater for the protection of premises, etc.). For other maintenance Host and/or their agent shall have the right to enter the premises to make inspections or provide necessary services subject to Guest(s) permission (which such permission shall not be unreasonably withheld). Host will provide notice to enter the rental to Guest (s) (by booking system/app, text, email, phone, and/or in person) with a request to permit entry to their rental unit; however, even if no reply is made by Guest(s), by accepting this agreement, Guest(s) allows repairman and/or Host to enter the premises as soon as repairman and/or Host is available to do the maintenance work. In the event of no answer by Guest(s) (by booking system/app, text, email, phone), we will knock on the door, then enter to make the repair.
- **TAMPERING WITH DEVICES:** Tampering with any smart locks, security devices, smoke detectors, carbon monoxide detectors, air conditioning monitors, noise monitors, door/window monitors, intrusion alarms, security cameras, internet routers, or other like devices will result in a \$500 fine and immediate forfeiture of your reservation without refund.

NO SMOKING, CANDLES, FIRE, CHARCOAL, FLAME, ETC.: There is NO SMOKING permitted within the rental unit, the balconies, or anywhere on the property by GUEST(s) or anyone else that the GUEST(s) permits on the property. It poses a serious FIRE HAZARD and a danger to the community and residential structures due to winds and dry conditions which are often ripe for a mountain-wide fire. No vaping, e-cigarettes, open flame, use of lighters, burning of candles/scents/incense/oils, charcoal, mosquito coils, etc., nor use other household appliances permitted within the rental unit or anywhere on the property other than what is already provided within the unit (for example, BBQ grill, flameless candles). Additionally, the smell of smoke may be cause of a future guest not having a smoke-free environment. Should we need to clean or sanitize as a result of a violation of this policy, there is a \$500 charge.

TRASH REMOVAL – There is no trash pick-up service on the island. GUEST(s) is responsible to collect and remove all trash from the rental unit to the designated dumpsters on the island. For Coral Bay, the trash dumpster is conveniently located at the bottom of our road (Route 108/Costanza Road), make a left at the stop sign at the bottom of Rt. 108, dumpster is located on your right before heading to Centerline Road towards Cruz Bay.

NO RE-ARRANGING OF ITEMS:

- Keep the BBQ grill in the current location which it has been placed on the deck for reasons of fire safety, including: not to be anywhere near walls, roof overhang, soffits, fascia and/or railings of the rental unit.
 - The only gas/propane used at this villa is the outdoor gas BBQ. The front control knobs should be turned all the way off after use. Also, turn the gas valve located on the top of the propane tank all the way to the right after use to turn the gas valve off.
- Keep furniture arrangement and arrangement of items in kitchen cabinets as-is.
- Keep household items and furnishings at the property unless they are obviously for use as beach gear (towels, beach chairs, snorkel gear, pool noodles, coolers & beach bags). Furnishings left at the property shall include deck furniture and zero-gravity chairs, rugs, laundry baskets, etc. (for example: zero-gravity chairs, although they recline, are not to be removed from the property as beach sand and salt will cause rusting, breakdown and other undue wear and tear).

PARKING – Parking for use by GUEST(s) is limited to one (1) vehicle in one (1) parking space per rented unit. Vehicle(s) is to be parked in designated parking space(s) only. Parking on the road is not permitted. Any vehicle larger than a Jeep or 6-person passenger vehicle at the property without written permission of the host/property manager, illegally parked cars, or cars parked in the parking lot without permission of host/property manager subject to towing; and applicable fines/towing and/or fees are the sole responsibility of the vehicle owner or individual responsible under a rental contract for the vehicle.

ROAD CONDITIONS – While our villa is conveniently located on a fully-paved two-lane road which is immediately accessible to Route 10/Centerline Road (a main road traveling east to west across St. John), we highly recommend four-wheel drive. Mountain roads on St. John can be curvy and steep, and there may be some dirt, stone, gravel, or only partially paved roads. We do not refund due to road conditions.

SAFETY, SECURITY, and PRESERVATION OF PERSONAL and REAL PROPERTY RIGHTS: Lock all rental unit doors and windows when you leave your rental unit. Showers can pop up quickly and it will rain sideways directly into the house which could cause flooding or other damage in your unit, as well as to unit(s) below. Additionally, on the penthouse/level3/Tradewinds Terrace level, open windows and doors are easily visible from the road so be sure to close and lock them anytime not at the villa. While we are in a low crime area, there is no reason to tempt anyone into entering an open house: Would-be thieves would likely not only attempt to enter one unit, but while on property also break into other units. Keep the property safe and dry for everyone. Guest(s) may be held responsible for loss or damage to property as a result of unlocked or open doors and windows. Host/property manager/owner is not responsible for lost, damaged or stolen items of Guest(s), and any insurance policy that they may maintain does not cover property belonging to Guest(s).

For the safety and preservation of the property, its contents, and the rights of property owners, Guest(s) expressly provides permission for the host/property manager to enter the unit without need of any Guest(s) prior authorization in the following circumstances: 1) to close and lock windows and/or doors left open after Guest(s) exited the property; 2) to turn off Air Conditioning after Guest(s) exited the property; 3) any circumstance that may cause damage or loss to property such as rain damage caused by windows or doors left open, flood, fire, hurricane, tornado, high winds, property damage, etc. or to inspect or assess damage or loss for any reason; 4) annual fire inspections by local authorities; 5) to put furniture or other items from deck inside of rental unit in even of high winds or hurricane; 6) at stated date and time of Check-Out so that rental unit can be readied for next Guest(s), including removal of Guest(s) property and personal items due to failure of Guest to vacate premises at time of Check-Out, which is the effective end time for this contractual agreement; 7) after notification of eviction for termination of reservation due to Guest(s) non-compliance with terms of this Agreement; (8) to inspect, reset, repair or replace sensors for regulation and proper use of air conditioning.

MAINTENANCE of SYSTEMS and FACILITIES: We strive to ensure that all facilities are in good repair and everything is in working order. It is expected that major systems in and around the rental unit will break down from time to time such as air conditioning, appliances, etc. The GUEST(s) shall provide notice to the host/property manager of leaking faucets, hoses, running toilets, problems with appliances, other maintenance which may be required, or which may impact the next scheduled GUEST(s)' use of the premises as soon as the problem occurs. All reasonable attempts will be made to repair the problem as soon as possible upon notice by the GUEST(s). We assume no liability to GUEST(s) if such should occur as all products have a useful life and break down occasionally. Additionally, there shall be no liability to GUEST(s) for electrical or internet/WiFi outages beyond our control as it is not uncommon to experience occasional local or regional electrical or internet/WiFi interruption in the U.S. Virgin Islands. We cannot control electrical outages or internet quality or speed; therefore, there will be no refunds due to interruptions or speed. We will keep you informed if we get information that an outage is expected to last an extended period of time, however, it is usually resolved in a few hours.

ASSUMPTION OF RISK and INDEMNIFICATION - GUEST(s) acknowledges and agrees that he/she/they: accept terms and conditions within the listing description, our website, and this Agreement, the property, accommodations, amenities, and facilities (collectively, the 'Company Property'); are voluntarily participating in use of the Company Property and hereby assume any and all risk arising from their reservation or use or occupancy of the Company Property. Guest(s) are responsible for the safety of themselves, their children, their guests and/or their guests' children, invitees, and any third party providing a product or service to GUEST(s) (for example: chef, massage therapist). GUEST(s) expressly agrees to release, waive, discharge, indemnify, defend, hold harmless, and covenant not to sue Vista Bahia, their hosts, managers, owners, agents, officers, staff, affiliates, associates, employees, assigns, successors, directors, shareholders, members, transferees, licensees (herein referred to as "Agents") and/or their respective parent and subsidiary company's Agents from and against

any and all claims, demands, losses, liability of any kind and character, damages, liabilities, harm, illnesses, injuries, accidents, including death, suits, cause of action, costs and expenses, including legal fees and expenses, to person or property sustained by GUEST(s) and/or any of GUEST(s)' invitees, including cost of defense, arising out of reservation or in any way connected to the GUEST(s) or use or occupancy of the premises. The hosts/managers/owners are not responsible for direct, indirect, incidental, special or consequential damages, acts, events or omissions occurring in, on or about the Company Property, or arising out of or in any way related to GUEST(s) reservation or use or occupancy of the Company Property, GUEST(s) breach of any term thereof, or related to a breach of any obligation, warranty, representation, covenant set forth herein, or any work, activity or thing done, permitted or suffered, including third-party materials, products, or services. For example: with regards to walkways, driveways/parking, sidewalks, stairs, decks, railing, flooring, ingress and egress, pool/hot tub areas, etc. surfaces may be uneven or slippery if wet; caution should be exercised near or when approaching deck railings, stairs, landings, walkways; appliances and water coming from faucets may be hot. This list is not all-inclusive but indicates some of the hazards that may be found, so it is advised to use caution inside and outside of the unit at all times. GUEST(s) agrees that anyone else that the GUEST(s) permits on the property to abide by the rules at all times while on the property. Please be sure to always lock the rental unit windows and doors and secure your personal belongings, both in any rental unit and rental vehicle. We are not responsible for lost or stolen items. GUEST(s) shall be self-informed of weather forecasts (including NOAA advisories) and travel precautions and/or requirements for the territory they are traveling to and from (including CDC.gov); and, in the case of an impending weather event prepare themselves in advance with food, water, and other necessities. Company will not refund for circumstances out of our control or unforeseen circumstances including, but not limited to: weather or Natural Events as described herein, road conditions, utility shortage or outages, transportation disruptions and cancellations, travel advisories and restrictions, health advisories, quarantines, local business shut-downs, changes to applicable law, undisclosed Third-Party Bookings, exceeding the number of agreed upon guests or parties, and government mandates (like evacuation orders, border closures, prohibitions on short-term rentals, and shelter-in-place requirements, etc.).

INTENDED USE AS A VACATION RENTAL: Any occupancy will be in the form of a vacation rental only and not constitute a permanent or primary residence by Guest(s), nor other intent to make the property their household, or commence tenancy or a landlord-tenant relationship. Assignment, subletting rental arbitrage, mortgage or pledge of the premises by any party except the host/property manager/owner is not allowed. Any form of occupancy other than a dwelling for short-term vacation rental shall be found to be adverse to the intended or permitted use, and adverse to the interest of the property owner, and shall be subject to forfeiture of all amounts paid, and the party will not be permitted to check in. Upon discovery GUEST(s) and their guest(s) will immediately vacate the premises upon demand, may result in eviction from the premises without notice, and/or may result in incurring additional charges. GUEST(s) agree to be responsible for any and all fees incurred by host/property management/owner. Such form of adverse occupancy may also include, but shall not be limited to: tenancy or residency; social events or unauthorized gatherings or organizing; club meetings; weddings; engagement parties; bachelor or bachelorette parties; other unauthorized parties; corporate events; political assembly; activist meeting or assembly; religious assembly; protests; any sales or trade, legal or otherwise; or for any unlawful purposes.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense shall cause this Agreement to terminate and will be subject to forfeiture of all amounts paid. The party will not be permitted to check in, upon discovery will immediately vacate the premises upon demand, and/or may result in eviction from the premises without notice. Falsified reservations may include, but not be limited to, the Number of GUESTs, ages, names, “Third Party Booking”, and/or adverse to the “Intended Use as a Vacation Rental”.

THIRD PARTY BOOKING – It is understood that a person who makes a reservation, shall also be a Guest who shall be present for the entire duration of the stay (including overnight stay). Where a person making a booking is not intending on their being present as a guest for all or part of the duration of the reservation, and instead would like to make a reservation on behalf of others (or intends to break the single or double occupancy rule under a Falsified Reservation): any such reservation must be expressly disclosed by guest by making a written request to host/property manager immediately at the time of the reservation (including names, ages and ID of the intended other guests); AND, such request must be subsequently permitted in writing at the discretion of the host/property manager on a case by case basis. Note that host/property manager does not intend for occupancy other than single or double occupancy, so requests will most likely be declined in all cases. The policies stated under this clause are to deter: parties occupying the unit in any manner other than described in this Agreement; occupancy other than single or double occupancy, Third Party Bookings, and Falsified Reservations.

ADDITIONALLY, the person making the reservation on another's behalf shall be counted as one of the guests on the reservation, because by nature of this agreement, the person making the booking and entering into this Agreement would have a right to access and/or to stay overnight at the rental unit for all or part of the reservation, *REGARDLESS of whether that person will exercise the option to do so or not. FOR EXAMPLE: As a single or double occupancy unit, the maximum persons included on a reservation is two (2), and the person making the booking is “GUEST 1”. Under the standard single or double occupancy rule, GUEST 1 can have one other person as part of the reservation as “GUEST 2”. Any additional guests beyond “GUEST 1” and “GUEST 2” will be an additional \$100 per person per day/night for each guest above 2 people as follows:

TERMS OF ANY WRITTEN APPROVAL FOR THIRD PARTY BOOKING SHALL BE AS FOLLOWS:

- 1) Person making booking will be counted as “GUEST 1”;
- 2) One additional person is permitted and will be counted as “GUEST 2”;
- 3) Any additional individual(s) on property or as overnight guest shall be counted as “GUEST 3”, “GUEST 4”, and so on;

- 4) Each guest after GUEST 1 and GUEST 2 must pre-approved in writing by the host/property manager and be paid in advance of the Check-In date on reservation;
- 5) GUEST 1 agrees to pay \$100 per GUEST 3, GUEST 4 and so on, per day/night each night of reservation booking;
- 6) Verification of name, age and government ID for GUEST 3, GUEST 4 and so on will be required;
- 7) There shall be no other changes to the number of additional guests after written approval and payment at time of booking;
- 8) Any guests found to be on property other than what was initially agreed in writing; GUEST 1 agrees to pay \$100 per day/night for each additional guest; and/or subject to terms under Falsified Reservations;
- 9) This clause is subject to the Falsified Reservations clause in the event that there is any indication of a party or Guest attempts to modify or change the reservation after the agreed-upon terms have been confirmed at the time of booking the reservation;
- 10) The individual making the booking (GUEST 1), regardless of whether they are on the property for all or part of the overnight stay, agrees to be responsible for anyone else who occupies or visits this property during the term of this Agreement, and any damages, injuries, or incidents.

EXCESSIVE NOISE: This villa is located in a quiet residential neighborhood. Please be aware that some neighbors to this villa are renters and some are permanent residents. We ask that the peace and privacy of any of the neighbors within and around this villa be respected at all times. Any violations of the policy will be subject to forfeiture of all amounts paid, and the party will not be permitted to check in, upon discovery will immediately vacate the premises upon demand, and/or may result in eviction from the premises without notice. The manager/owners have no control over and are not responsible for excessive noise arising from neighbors or surrounding area, including but not limited to construction, dogs, road noise, social gatherings.

DRONES: Subject to applicable law, and for the privacy of other guests on the property, Guest must get prior approval of host/property management before flying the drone and pre-arrange for an appropriate time. Drone operator must be properly licensed and is wholly responsible for any violation of applicable laws. Guest agrees to provide a copy of any drone footage of the house to host/property manager.

WRITTEN REVIEWS: Guest(s) provides permission to host/property manager to use or duplicate their written review as feedback for other future guests. Only the true testimonial, first name and/or city/state may be disclosed. No likeness of Guest(s) or other identifying personal information shall be used.

TERMINATION: Vista Bahia reserves the right at its discretion, including under V.I. Code tit. 27, § 407 (2019), to terminate, an individual's stay where deemed necessary as a result of terms and conditions stated herein are not fulfilled by Guest(s) or through unacceptable behavior or as a result of actions which are likely to endanger or offend others. In such circumstances, any outstanding account must be settled, and no refunds will be made. Further, should Guest(s) violate this contract/house rules, Guest(s) agrees to forfeit their ability to leave a public review.

NATURAL EVENTS and HURRICANE SHUTTERS: The following information is extremely important. In the event of an impending or past natural storm, disaster, or other occurrence (example: including, but not limited to, hurricane, earthquake, tsunami, etc.) Guests may not be allowed to stay at the property after being notified to evacuate the premises and/or where the local government or whether authority advises travelers, tourists, hotel or guest house occupants, and/or non-residents to evacuate the area, the island, and/or seek shelter in a location identified within the local territory. Rough seas could prevent you from getting to the airport and get on remaining departing flights before and after a major storm, so it is imperative that if you are advised to depart the island, that Guests do so. Guest(s) must comply and vacate the rental property and not return until the territory has deemed it safe to do so. The villa property will be shuttered and there is a strong expectation that electricity will be turned off island-wide, with no water, telephone or TV. Plants, outdoor furniture, or other outdoor items will be stored inside the rental unit(s). Host/property manager/owner is not responsible for finding Guest(s) alternate arrangements for accommodations or any related costs. Further, once advised to depart the island or evacuate by Hosts or local government or weather authority, Guest(s) are responsible for making and paying for their own food, travel, airline and hotel reservations and costs. In the event Guest(s) refuses any part of the foregoing: 1) host/property manager/owner is not responsible for the safety or loss to Guest(s) or their property; and 2) Guest(s) will be responsible for a daily/nightly rate of stay of \$500/night for each day/night they remain at the rental property effective as of the same date such local advisory goes into effect.

- Guest(s) should keep abreast of weather forecasts and prepare themselves with food, water, and other necessities in advance of such event.
- Keep windows and doors closed once hurricane shutters are in place. In the event of a tropical storm or greater, hurricane shutters may be rolled down at the host/property managers' discretion and will be rolled back up by host/property manager at the their discretion when they determine that winds are no longer a problem.
- **The hurricane shutters require a special tool that shall only be utilized by the host/property manager. Guest(s) shall not attempt to roll them down OR up at any time to prevent damage. Do not open windows or doors during a storm.**
- **We strongly recommend purchase Travel Insurance to potentially cover other expenses. It is a small investment to make during hurricane season.**
- **During the evacuation period, Guest will be refunded for the number of nights not stayed at the villa under the reservation by their original method of payment.**

WRITTEN EXCEPTIONS - Any exceptions to terms of this agreement must be approved in writing in advance. Failure of manager/owner to enforce any provision of this Agreement will not be deemed a continuing waiver or a waiver of any other provision and shall not limit the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

LAW - This agreement shall be governed by the laws of the U.S. Virgin Islands. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in U.S. Virgin Islands, as applicable, for any matter arising out of or relating to this Agreement.

BINDING EFFECT – The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

DISPUTE RESOLUTION: The parties agree that they will use reasonable efforts to resolve any dispute with Host/Property Management that may arise in an amicable fashion. If the parties are unable to resolve such dispute within thirty (30) days after initial notice, either party may, by notice to the other, have such dispute referred to a senior officer of each party. Such officers shall attempt to resolve the dispute by good faith negotiation within thirty (30) days after receipt of such notice. If the designated officers are not able to resolve such dispute within such thirty (30) day period, then the parties shall select a mediator to aid them in the dispute. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a party. Any mediator so designated must be acceptable to both parties. **WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND HOST/PROPERTY MANAGEMENT AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY.** The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The parties will share the fees and expenses of the mediator equally.

ATTORNEY'S FEES AND COSTS: If Host/Property Management employs the service of an attorney to enforce any conditions of this Agreement to collect any amounts due, the eviction of the Guest(s) or those individuals invited by Guest(s), or because Guest(s) takes any action to recover deposits not due, Guest(s) shall be liable to Host/Property Management for reasonable attorney's fees and costs incurred by Host/Property Management. Any litigation arising out of this Agreement, except for actions by us to enforce payment of our rates and services, must be filed within one year from the completion of the Agreement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgement you obtain shall be limited in amount, and shall not exceed the amount of the rate and/or services charged by us and paid by Guest(s).

ENTIRE AGREEMENT and SEVERABILITY – Reservation is not considered confirmed without acceptance of the terms and conditions of this Rental Agreement. By the act of making a reservation, GUEST(s) accepts the terms and conditions of this Rental Agreement, and, together with the terms and conditions of the booking platform website, shall constitute the entire agreement (the "Entire Agreement") between the parties. There shall be no other promises, conditions, understandings or other agreements, whether written or oral, relating to the subject matter of this Entire Agreement. If for any reason any portion of the Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Agreement and any modifications, including photocopies or facsimiles or electronic signature, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one GUEST, all GUESTs or intended GUESTs are jointly and severally liable under this Agreement. In the event of a conflict among the terms of the various parts of this Agreement and terms and conditions of the booking platform website, the booking platform website terms and conditions shall prevail.

ACKNOWLEDGEMENT - I, or we, the GUEST(s), hereby certify and consent by completing payment to reserve the unit as of the date of the reservation booking (whether by phone, email, or online) that I/we have read the entire listing, accept and agree to the terms and conditions, and will comply with them during the course of the vacation rental. Further, should Guest(s) violate this contract/house rules, Guest(s) agrees to forfeit their ability to leave a public review.