

St. Croix Beach Condo, LLC. Rental Agreement

Frederiksted, St. Croix, USVI

PLEASE PRINT and SIGN

Fax signed contract to: 1-302-378-8856 or E-Mail signed contract to eric@ericcrossan.com

RENTER NAME _____

OCCUPANTS NAMES: _____

RENTER ADDRESS: (Include City, State, Zip) _____

RENTER HOME PHONE; _____ CELL PHONE; _____

FAX NUMBER; _____ E-MAIL ADDRESS: _____

RESERVED DATES: IN: _____ OUT: _____ NUMBER OF OCCUPANTS: _____

RENTAL FEE (INCLUDING TAX): \$ _____ DEPOSIT: \$ _____ SECURITY DEPOSIT: \$250.00

AGREEMENT: St. Croix Beach Condo, LLC. and the Renter agrees as follows: Above Renter is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult.

DEPOSITS AND PAYMENTS: 50% of the rental fee is due within seven days of booking to hold the reservation. The balance plus a \$250 Security Deposit is due 60 days before the first day of the reservation. Renter's security deposit is fully refundable within fifteen (15) days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Renter is liable for all replacements and repairs that are outside what is considered normal wear and tear. In the event of said replacement and repairs, receipts will be provided to the Renter. We accept personal checks, money orders, and most Credit Cards. Your deposit constitutes acceptance of these Terms and Conditions.

CANCELLATION POLICY: A full refund less a 10% handling fee, will be made for any cancellations received up to 60 days before the first day of the reservation. For cancellations within 60 days of your scheduled arrival, No refunds will be made unless we are able to rebook for the dates you reserved it.

**** TRAVEL INSURANCE CAN BE A GOOD INVESTMENT ****

CHECK-IN/CHECK-OUT: Check-in time is 3:00 pm. Check-out time is 12:00 noon. Check-in and check-out times are enforced to allow for necessary cleaning. If you require a later checkout time, check with the owner during your stay to see if another group is arriving the day you leave. If not, a later check-out may be accommodated at no charge.

CLEANING FEES: The property will be inspected, sanitized and cleaned after your departure. Your rental payment provides for three hours of normal cleaning so that you can enjoy your vacation up to the last moment. **YOU ARE REQUIRED** to leave the property in the same general condition that you received it by making sure garbage is removed to nearest collector, and that the home is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, or rearranging of furniture that has been moved, appropriate charges will be passed on to you by being deducted from your security deposit at the rate of \$50 per hour with a one hour minimum.

WHAT WE SUPPLY: The property is equipped and set up as a fully furnished property that will include comforters and linens, blankets, pillows, towels, as well as an equipped kitchenette, furnishings, and outdoor furniture. **THERE WILL BE EXTRA CHARGES TO YOUR SECURITY DEPOSIT FOR REPLACING THESE ITEMS IF FOUND TO BE DAMAGED OR MISSING.**

RENTERS LIABILITY: Renter agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Renter or Renter's guests, including, but not limited to, landscaping, misuse of appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Renter agrees to reimburse St. Croix Beach Condo, LLC. for costs incurred to repair/replace damaged items.

Furthermore, the Guest is responsible for the condo during their occupancy, **MUST CLOSE THE SCREENS AND LOCK THE DOORS AT ALL TIMES WHEN NOT ON THE PREMISES**, and must exercise care in securing all personal property. Guests shall indemnify and hold harmless St. Croix Beach Condo, LLC. for any claims for personal injury or property damage arising for the vacation rental. We reserve the right to refuse service or rental to anyone at our complete discretion.

CAPACITY OF THE CONDO: Overnight occupancy is based on a maximum of four persons total. Should a group misrepresent themselves, they will be required to pay for the excess persons, or be asked to vacate the condo without refund.

DISTURBANCES: Renters and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: **A.** Occupancy exceeding the sleeping capacity stated on the reservation confirmation. **B.** Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 18 years of age. **C.** Causing damage to the premises rented or to any of the neighboring properties. **D.** Any other acts which interfere with our neighbors' right to quiet enjoyment of their property.

HOLD HARMLESS: St. Croix Beach Condo, LLC. does not assume any liability for loss, damage or injury to persons or their personal property. Neither does St. Croix Beach Condo, LLC. accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing, nor for any loss (including days loss to hurricane) or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond St. Croix Beach Condo, LLC. control.

HURRICANE POLICY: In the event of a pending hurricane, all guests are responsible to vacate the condo when instructed to do so by the local authorities. It is the sole responsibility of the guest to secure other lodging or change airline tickets for an early departure.

NO PETS: No pets of any kind are allowed at the condo.

COMPLAINTS AND MAINTENANCE: We will make every effort to keep the condo and its inventory 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 will be made for unforeseen mechanical failures such as the supply of electricity, water, telephone, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or damage immediately to the Owner and/or Property Manager. No refunds will be granted unless there is a serious problem which causes the Guest extreme, undue discomfort or serious inconvenience that cannot be remedied within 24 hours of your notification to us.

ILLEGAL DRUGS AND HAZARDOUS MATERIALS: Guests shall not use or permit to be brought into the condo any illegal substances, flammable fluids, explosives, or articles deemed hazardous to life, limb or property.

KEYS: You will receive condo keys, and we will provide instructions on how to turn those in at the end of your stay. A \$20 charge will be assessed for lost or mishandled keys.

SMOKING: There is NO smoking in the condo.

ASSUMPTION OF RESPONSIBILITY: As the Renter, you are held responsible for the actions of all the members within your party or guests you bring into the condo. This would include any persons that may be temporarily present on the premises, at your invitation and/or concurrence, during your stay. Please be respectful of property lines and boundaries between our rental home and our neighbors, and you must observe quiet hours between 9PM & 7AM each day of your visit and abide by all other rules of the St. Croix Beach Condo, LLC.

PREVAILING LAW: In any dispute arising out of this rental agreement, the laws of the United States Virgin Islands shall apply.

BINDING AGREEMENT: This agreement becomes binding upon receipt of your rental deposit. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions. If you have questions or problems with any of the preceding, please contact us.

CHANGES TO TERMS AND CONDITIONS: All rates, details, and Terms and Conditions regarding St. Croix Beach Condo, LLC. are subject to change without prior notice, until your deposit is received.

**COVENANT NOT TO SUE: RELEASE. AND AGREEMENT TO
HOLD HARMLESS AND INDEMNIFY ("AGREEMENT")**

In consideration for St. Croix Beach Condo, LLC. granting the right to use and occupy the facility for weekly rental. The undersigned agrees to conduct or to cause the activities on the premise to be conducted so as not to endanger any person or property thereon, and to hold forever harmless, release, indemnify, discharge and never sue St. Croix Beach Condo, LLC., its officers, facility members, employees, and agents, on any and all claims, demands, suits, actions or liabilities resulting from injuries or death to any persons, or the undersigned, however caused, arising out of or in any way connected with the undersigned's use of this facility or property of St. Croix Beach Condo, LLC..

The undersigned further declares and represents that no promise or agreement not herein expressed has been made, and that this agreement contains the entire agreement between the parties, and that the terms of this agreement are contractual and not a mere recital.

The undersigned further states that the foregoing agreement has been carefully read, the contents understood, and that this agreement is signed of his or her own free act.

Please kindly remember that you are renting a private home. We humbly request that you treat it with great respect and care.

RENTER

PRINT NAME _____

SIGNATURE _____

DATE _____

PAYMENT INFORMATION:

MAKE CHECKS PAYABLE TO: **Eric Crossan**

MAIL TO: 479 Blackbird Landing Road, Townsend, DE 19734 USA

For payments by Credit Card (Mastercard & VISA)

PLEASE PRINT

Card Number _____ Expiration Date _____

Card Holder Name _____

Card Holder Address _____

Card Holder Phone Number _____ Card Holder Email Address _____

FOR ADDITIONAL INFORMATION: For further detailed information about the condo, please contact us.

Eric & Karla Crossan

St. Croix Beach Condo, LLC. • 302-378-1700 877-302-7821 • 479 Blackbird Landing Road, Townsend, DE 19734 USA