



Three Palms Villa Short Term Rental Agreement

THIS SHORT TERM RENTAL AGREEMENT (hereinafter referred to as "Lease" or "Agreement") is made between Victoria Prehn (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Renter or Guest").

This Agreement is for the vacation rental property commonly known as Three Palms Villa, located at 10-1-40 Estate Peterborg, St. Thomas, U.S. Virgin Islands 00802 (herein after referred to as "Villa".)

Owner Contact Information:	Renter Contact Information:
Name: Victoria Prehn	Name:
Mailing Address: 9160 Estate Thomas, PMB#190 St. Thomas, U.S. Virgin Islands 00802	Address:
Home Phone: N/A	Home Phone:
Cellular Phone: (340) 344-4940	Cellular Phone:
Fax Number: (866) 856- 1375	Fax Number:
Email: info@threepalmsvilla.com	Email:

I. Lease Period

Arrival Date: _____ (04:00PM)

Departure Date: _____ (11:00AM)

Flight Information (if Available):

Airlines: _____ Arrival Time: _____

Flight Number: _____ 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 4 bedrooms and sofa sleepers. 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.

Rental Rate for _____ Nights: \$_____

Payment will be made by: _____ Check _____ Credit Card

Deposit Due with Reservation:	Due 30 Days Before Arrival:
50% of Rental Rate \$_____	Remaining 50% of Rental \$_____
	10% Hotel Tax \$_____
	Optional A/C \$_____
	Damage Security Deposit:
	Fully Refundable \$500 \$_____
	Non-Refundable \$ 59 \$_____
	Total Due \$_____ US

Air Conditioning Amenities Surcharge (\$15/Day or \$105/Week PER BEDROOM):

_____ Yes, I definitely want it. _____ No Thanks. _____ I’ll decide once I get there.

Please see Section VII for further details on the A/C Amenity Surcharge.

SLEEPING ACCOMODATIONS: Number of Bedrooms Reserved: _____

Main Villa | 3 bedrooms + 3 baths:

- **Bedroom 1:** Master Oceanfront Suite - Queen
- **Bedroom 2:** Ocean View Bedroom – 2 Twins (or King)
- **Bedroom 3:** Garden View Bedroom – Queen
- **Sofa Sleeper:** 1 Twin in Bedroom 2

Adjoining Guest Cottage | 2 bedrooms + 1 bath:

- **Bedroom 4:** Queen
- **Bedroom 5:** Queen Sofa Sleeper

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III. Occupancy

The maximum occupancy of Three Palms Villa is 11 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.

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.	
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

Three Palms Villa - Rental Agreement

TERMS AND CONDITIONS OF RENTAL

I. CANCELLATION POLICY:

- Cancellations made more than 90 days prior to Arrival Date are 100% refundable.
- Cancellations made 90 to 30 days prior to Arrival Date are 50% refundable.
- Cancellations within 30 days of the Arrival Date are non-refundable.
- 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.
- Travel Insurance is recommended.

II. TROPICAL STORM AND HURRICANE CANCELLATION POLICY:

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**. Should a Tropical Storm effect St. Thomas during your stay, the following policies will go into effect:

- **During Your Stay:** If the Virgin Islands is issued a tropical storm/hurricane watch during your stay, Renter will need to check out of the villa immediately, so Owner can secure the property. No refund would be issued, however, Renter will be provided with a FREE replacement vacation to be scheduled at a later date. If rescheduling is not an option, Renter should obtain Travel Insurance at their own expense, which would refund the rental rate.
- **Immediately Before Your Stay:** If the Virgin Islands experiences a tropical storm the week prior to guest's rental dates, owner may be unable to accept the check-in on the arrival day. Communications allowing, Owner will attempt to contact Renter as soon as feasibly possible to convey the assessment.
 - Three Palms 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.
 - If the damage is minimal &/or cosmetic, Owner may still agree to accommodate the rental, after performing cleanup (which generally will take 48 hours following the departure of the storm).

Owner will provide a status update to the Renter. Renter should be aware that if the Owner agrees to accommodate the rental, there may be inconveniences including, but not limited to, power outages, water issues, and pool being usable. No refund would be issued, however, Renter will be provided with a FREE replacement vacation to be scheduled at a later date. If rescheduling is not an option, Renter should obtain Travel Insurance at their own expense, which would refund the rental rate.

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 policy. 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.

For more information on Travel Insurance:
<http://www.travelguard.com>

III. FLASH FLOODING:

During our rainy season, it is possible that severe flash flooding may flood the guest cottage (bedrooms 4-5), making it unusable during the storm. While this occurrence is VERY RARE, and generally associated with slow moving non-tropical weather systems, it may happen if we should receive rains in excess of 4" per hour. In this event, Renter will be refunded a pro-rated portion of the cottage rental amount (not to exceed \$400). Management will make arrangements to set up temporary bedding in the library and move the sofa sleeper to the living room, or at Guest request, Management will attempt to locate a hotel room on behalf of the displaced Guests. The pool may also become flooded with mud, and unusable; No refunds will be given; however, management will strive to have the pool serviced and re-opened within 24 hours of the cessation of the flash flooding.

IV. DAMAGE SECURITY DEPOSIT:

We offer two methods of damage security deposits from which you can choose, due with your final payment.

- 1) Fully Refundable \$500 deposit
- 2) Non-Refundable \$49 payment offered through PropertyDamageProtection.com

If you choose the fully refundable deposit, your payment will be held by Owner in escrow, and refunded within 72 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 8 hours for the interior (2 staff at 4 hours each) and 4 hours for the exterior (1 staff at 4 hours).
- 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.

V. 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.

VI. ESCORT TO VILLA:

For flights arriving before dusk: Arrangements will be made to meet Renter one hour after flight arrival (but no earlier than 4:00PM) at a well-known and easily navigated, island landmark:

[The St. Thomas Udder Delight Dairies.](#)

A map and written directions will be provided via email, and we will be available by cellphone. We do not provide directions directly to the villa, as our streets are unmarked, and we do not have street addresses. The Udder Delight is one mile from the Villa.

If Renter prefers escort directly from the airport: THIS MUST BE ARRANGED IN ADVANCE for an additional fee of \$50.

Should Renter's flight arrive after sundown, Owner will arrange to meet the group at the airport free of charge.

ONLY ONE MEET-GREET IS INCLUDED IN THE RENTAL. If guests are arriving at separate times, renter is responsible for meeting all other guests.

VII: AIR CONDITIONING AMENITIES SURCHARGE:

We are happy to offer bedroom air conditioning as an optional amenity at the rate of:

\$15 per bedroom per night

This amenity may be chosen before or after arrival.

Much to their surprise, many guests find that it is not necessary. If this amenity is desired, and payment is made prior to check-in, you will find your bedrooms pre-cooled upon arrival. Payments after check-in will be pro-rated for the number of nights that air conditioning is requested. Payments after check-in MUST BE MADE IN CASH OR TRAVELERS CHECKS, so please be prepared, if you think this is something that you might desire.

Requests to have air-conditioning turned on after check-in will only be honored between the hours of 8AM-8PM.

The rate of \$15 per day assumes that guests will turn off the A/C units when leaving the property during the day. Rooms cool within 10-15 minutes of units being turned on. **If guests wish to run the A/C units at all times, the rate doubles to \$30 per night per bedroom.**

VIII: 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:** Fee includes one maid for 4 hours. 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 - \$350/week:** Fees for one week include the mid-stay service above, plus 2 hours of maid service on all other days. Beds will be made daily and changed mid week. Extra rates apply if you would prefer a daily sheet change.

Maid Services must 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.

IX: UTILITIES:

A. 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, AT&T 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.

B. INTERNET SERVICE: A high speed, wireless DSL internet hook-up is provided at the Villa free of charge. Guests must bring their own computer.

C. POWER: Power outages are rare, but can last from a few minutes to a few hours. Should an outage last over 30 minutes, please contact the Owner so we can confirm the source of the problem. The villa is equipped with an emergency generator, which will power the water pump and refrigerator. Flashlights, lanterns, candles and matches are provided in the villa for use during outages.

C. 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 \$425, or 8 cents per gallon. Owner 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 Owner 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!

D. 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.

E. PEST SERVICES & 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 Owner should they see something of concern.

X. 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. Local ordinances also prohibit smoking inside any public facility, including bars and restaurants.

XI. VEHICLES:

There is parking at the Villa for a maximum of 2 rental vehicles.

XII. PETS:

Sorry, no pets.

X. 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 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 Owner immediately.

XI. QUIET ENJOYMENT AND PARTIES:

PLEASE LIMIT NOISE AFTER 10:00PM. 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. Loud music and partying on the patios after 10:00 p.m. will surely generate a complaint from the neighbors, or worse, a visit from our police department. Three Palms Villa wishes to maintain a family atmosphere for the quiet enjoyment of Guests.

ONLY THE PAYING NUMBER OF GUESTS LISTED ON THE RENTAL AGREEMENT MAY BE ON THE PROPERTY AT ANY TIME. ABSOLUTELY NO HOUSE PARTIES OR FUNCTIONS such as weddings are allowed without advance WRITTEN permission. If Renter is found to have had a wedding or any sort of group gathering for more Guests than officially scheduled and paid for at the villa, and/or 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. Day visitors may be accommodated at no charge, but written permission from the Owner is required. In no event can the total number of individuals on the property ever exceed 11 guests.

XII. 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 Owner in advance so that it may be removed.

XIII: SAFETY FIRST!

A. NATURAL TERRAIN & CLIFFSIDE VENUE:

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. For liability reasons, any guest found to have

ventured below the main decks of the rental villa and lower caretakers patio, to the cliffs below, will be evicted from the property, with no exceptions! If something is dropped, please contact Management so that they may attempt to safely retrieve it.

B. SLIPPERY WHEN WET! 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.

C. LIGHT YOUR WAY: 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. Landscape lighting can be adjusted to suit your schedule. Please inquire.

D. POOL SAFETY: Guests should NEVER dive into the pool. 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 pool areas or decks - someone could slip and fall. Be extremely cautious.

XV: ON-SITE PROPERTY MANAGERS:

The Owners of the Villa serve as on-site Property Managers and Caretakers. The Owners' apartment is out of site below the Villa rental unit, and has its own private back entrance. The Owner wishes to assure Guests that their privacy at Three Palms Villa is of their utmost concern and is completely assured. After Orientation, Owner rarely will be seen in Guest areas unless his/her presence is requested. However, the Owner can be relied upon to very quickly address any maintenance issues or questions that arise. The Owner also enjoys providing daily information and concierge services should Guests desire their input. As Owners, 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 Guests vacation in any way.

The Owner may enter the villa to perform any repairs as necessary; however, Owner 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!

XVI. 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 Owner immediately. The Owner 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 Owner can improve upon our Guest's stay in any way, please do not hesitate to contact the Owner 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 has 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, pool 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 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 from any liability and/or responsibility arising there from.

XVII. ENTIRE AGREEMENT & DISPUTES:

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. 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.