

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Karye Carney Realty PC d/b/a Eco Haute (“*Management Company*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

Parcel No. 6a-1-1d Estate Hansen Bay St. John VI 00830

The property is furnished and includes a fully equipped kitchen, all bed linens, bath towels (2 bath towels, two hand towels, 2 wash cloths per person and bath mats) and paper products, cleaning supplies and certain pantry items for your use. When something is running low (spices, canned goods, coffee, jams, foil, baggies, etc.) please replace for the next guest.

2. Rental Party: The rental party shall consist of Guest and the following persons:

Total guests permitted in the villa anytime are restricted to the number of guests who have scheduled and paid. Should a group be misrepresented, they must pay for the extra persons immediately.

3. Maximum Occupancy: The maximum number of guests is limited to 2 persons. If you plan to use both beds, please advise so we can make up the guest bed in advance of your arrival.

4. Term of the Lease. The lease begins at 4:00 p.m. on _____ (the “*Check-in Date*”) and ends at 10:00 a.m. on _____ (the “*Checkout Date*”). **Note: We are unable to accommodate late night check-in so make flight reservations accordingly or plan to spend the night on St. Thomas and arrive the next morning. Our greeter will coordinate with you to meet you on St. John to escort you to the property for check-in orientation.**

5. Minimum Stay: This property requires a 5 night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 5 days, the guest will be charged a cleaning fee of \$220.00.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. Guest also confirms their understanding of and accepts the **Special Considerations** attached as **Exhibit B**.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection as well as for real estate sales showing purposes. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. Deposit: A deposit of \$1,000.00 is due at least 60 days prior to the Check-In Date. In lieu of security deposit guest may purchase property damage protection policy for \$59.00 through CSA. You will receive an email link to purchase coverage online. If you made payment through VRBO/Homeaway, coverage is included.

The deposit is for security and shall be refunded within 14 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

- b. Rental Rate. See VRBO, Homeaway or Airbnb summary.

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the **deposit** will be refunded as follows: 50% if cancelled 60 days prior to the Check-in Date

10. Hurricanes/Insurance: No refunds will be given for storms or hurricanes since they are common during the summer and fall seasons and effects on the immediate area unpredictable. We recommend purchasing travel insurance. Travel Insurance Contacts:

Insure My Trip	www.insuremytrip.com	(800) 487-4722
Travel Guard	www.travelguard.com	(800) 826-4919
Travel Safe	www.travelsafe.com	(888) 885-7233

11. Payment: Acceptable payment methods are personal check or credit card. If you wish to use a credit card, there are two options; I can send an Invoice for you to pay through PayPal, or you may book directly through the Airbnb, Homeaway/VRBO system. Please be advised that if you book using Airbnb, Homeaway/VRBO system, you will be charged a service fee (see secure service fees in rate quote prior to accepting).

I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below. [electronic or manual signature]:

Manager:

Guest:

Karye Carney Realty PC d/b/a Happy Place

Address: _____

Date: _____

Date: _____

Phone # (during stay):

Phone # (during stay):

340-690-2448 / 340-513-1960

Arrival Information:

Flight Details:

Airline/Flight Number: _____

Arrival Time: _____

Rental Vehicle Agency: _____

Location:

☐ St. Thomas

☐ St. John

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy limit agreed to above.
3. Guests should not create excessive noise at a level that disturbs neighbors; thankfully we have no neighbors.
4. The property is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
5. Keep the property and all furnishings in good order.
6. Only use appliances for their intended uses
7. Pets are NOT allowed.
8. Parking: Large flat parking area.
9. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. Beach towels are included however we do not permit towels or linens to be used on sand beaches. They are for drying off only as sand will damage washer, dryer and septic system. There are large microfiber beach blankets that don't hold sand for your use.
10. **Towels and Linens: Please be respectful of bedspreads, pillows, sheets and towels. Makeup/foundation, face medications/creams, and tanning products will stain and/or bleach linens/towels. For removal of these products use makeup remover pads or white wash cloth (in vanity cabinet). Please avoid using regular hand/bath towels with all skin products. Unsalvageable linens/bath towels will be charged to the guest.**
11. **White wash cloths for: • Makeup removal• Facial Medications• Tanning products• Whitening toothpastes• Creams with Benzoyl Peroxide.** Thank you for not ruining regular hand/bath towels with these products. If you let us know in advance, we can provide all white sheets and towels for guests.

12. Garbage: All garbage must be removed and disposed of in the garbage or recycling receptacles, located at the turn around at the end of Route 10. We recommend taking out trash at a minimum of every other day during your stay. No garbage may be left at the home after check-out.
13. Pool: The pool has a heating system that operates during the day when the pool pump is active. A blanket is provided to keep warm so cover at night for best results. When using the pool remember to secure the blanket in deck box or the blanket may blow away and you may be charged for replacement.
14. Dryer: The dryer is a vented propane gas dryer. Please keep the door open at all times when operating the dryer and do not leave running while you are away from the home.
15. Water and Septic: The property uses a cistern and septic system. The water is collected from rainfall and stored for use later. Please conserve water by turning water off to soap up, shave or brush teeth and turn back on to rinse. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products, prophylactics, baby or other wipes or floss have been flushed and clog the septic system, you could be charged damages. Do not pour **GREASE** of any kind down the sink as it too will clog the system. Dispose of grease outside and away from the home.
16. Storms: **Hurricane Cancellations**: Hurricane season is June 1st – November 30th. If you are traveling during this time period (especially during August through October), we highly recommend purchasing trip cancellation insurance that includes hurricane coverage as the policy is that no refunds are given. **If a tropical storm and/or hurricane is threatening St. John where the villa is going to need to be shuttered for protection along with safety of villa, any rental guests will be required to vacate the villa upon being notified for liability and safety precautions.** It is common for the U.S.V.I. Port Authority & U.S. Coast Guard to close the water ports, which will shut down the ferry services between St. John and St. Thomas. This usually occurs 12-18 hours prior to the beginning of deteriorating weather conditions, once closed they can be closed for 36 to 48 hours. We will try to assist with locating hurricane shelter and/or other accommodations. However no guest will be allowed to stay at any villa. Power is usually lost during these storms, no running water and the villa being shuttered makes it an unsafe and unpredictable accommodation during tropical storms and hurricanes.

Travel Insurance Contacts:

Insure My Trip	(800) 487-4722
Travel Guard	(800) 826-4919
Travel Safe	(888) 885-7233

Exhibit B

SPECIAL CONSIDERATIONS

We are unable to accommodate late night check-in so make flight reservations accordingly or plan to spend the night on St. Thomas and arrive the next morning. Our greeter will coordinate with you to meet you on St. John to escort you to the property for check-in orientation.

Since the Eco Haute is essentially over the water at an 80 foot elevation, conditions are the same as being at sea, which means the winds are brisk. You'll find that sweaters and long pants will be comfortable in the mornings and evenings. Keep the front entry door closed as it is insulated and reflects sun. The sliding doors and windows should be kept cracked at all times for maximum air flow through the home. There are security dowels in each window/door track to allow only breezes through. There are ceiling fans in each room also.

The house is powered solely by the sun, so you won't know if the power goes out. If the grid power does go out for an extended period, the batteries may run low and power will shut off. Please contact us if this happens; you will need to be more conservative during periods of no sun in this instance and we will coach you.

Keep all doors and windows closed when using the A/C (no need to lock sliding doors and windows as the dowels in tracks provide protection) and turn A/C off when not in the room. The units are operated by room and feature a soft start so there will be a delay before the system engages. This is by design so be patient.

The cellular signal is blocked by the ridgeline behind you so your signal will attach to the Tortola (British Virgin Island) towers for roaming access. While your carrier (AT&T, Verizon, Sprint, etc.) is obliged to remove those charges, some people prefer to purchase a short duration roaming plan in advance. The house does not have a land line. Dial 911 in emergency and state you are located on St John. To reach 911 from a cell phone if 911 does not work, dial St John Rescue 340-776-9110. Police Dept. 340-693-8880 Coral Bay Fire Dept. 340-776-6365 Health Clinic 340-693-8900 Ambulance EMT 340-776-6222.