

## Rental lease, terms and conditions

**VILLA TERMS AND CONDITIONS:** When you make a reservation, you will receive a Vacation Rental Confirmation/Invoice and lease agreement from us requesting your deposit on the villa you have booked with Beach Nuts Vacations. This Vacation Rental Confirmation becomes a binding agreement when you send in or give us your credit card information for your rental deposit. By sending a payment in or providing a credit card number in response to your booking a villa constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed below. If you have any problems or questions with any of the following, please phone us at 888-722-2255 before you send us your rental deposit monies.

**DEPOSIT & FINAL PAYMENT:** We accept Master Card, Visa, and American Express Credit Cards and via Paypal along with bank money orders, checks and personal checks. To secure your reservation a 50% deposit of the rental rate, the \$75.00 non-refundable security deposit and or refundable villa security deposit and the 5% service charge is required and must be received by us with in 7 days after your request to book the property. Failure to make this payment subjects your reservation to automatic cancellation. The balance due of rent and Government Hotel Tax, must be paid in full at least 60 days prior to your arrival.

**CANCELLATION POLICIES:** All cancellations and any request for changes to your reservation (such as date changes or changes in the number of persons) must be made IN WRITING. Refunds or partial refunds for cancellations may be considered only if the villa is rebooked as follows: If you cancel more than 60 days prior to your arrival date, 60 per cent of your total rent will be refunded to you and 40 per cent of your total rent will be retained by Beach Nuts Vacations as full liquidated damages. If you cancel within 45 days of your arrival date, Beach Nuts Vacations will retain 100 per cent of your total rent as full liquidated damages. However, if your cancelled dates are rebooked to another guest, 60 per cent of your rental monies will be returned to you for the nights rebooked, and 40 per cent will be retained by Beach Nuts Vacations as full liquidated damages. In rare cases, some villa owners may be persuaded to allow you to rebook your villa at a later date, without penalty to you. Refunds due to last-minute reductions in the total headcount originally booked will only be considered on a case-by-case basis when requested within 45 days of your arrival. Please ask us to check with the villa owner.

We highly recommend travel insurance! For a free, no-obligation quote for travel insurance, go to [www.csatravelprotection.com](http://www.csatravelprotection.com) or [www.tripinsure.com](http://www.tripinsure.com) . Finally, please send your payments in on time to avoid cancellation of your reservation. If you must change or cancel any portion of the services you have already booked, please notify us IN WRITING (by email, fax or letter.) No-shows, late arrivals, a reduction in number of persons in your group after your arrival, and early departures after your arrival are non-refundable. No refunds will be granted unless there is a serious problem which cannot be remedied within 24 hours, and/or which causes the Guest extreme, undue discomfort or serious inconvenience (see also Complaints and Maintenance below). Guests who abandon their villa without permission from Beach Nuts Vacations agree they have no rights to compensation.

**SECURITY DAMAGE DEPOSITS:** On all of our homes there is a \$75.00 Non-Refundable fee which covers you up to the amount of the deposit POSTED FOR EACH HOME. You hereby agree to pay Beach Nuts vacations on behalf of the owner of your villa, the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of your occupancy, excluding normal wear and tear. The funds due if any will come out of the damage deposit you have sent in to us or will be billed to your credit card that we hold on file. Locked pantries and closets are reserved for the use of the villa owner and are not included

in this rental. You, as the Guest agree to take all reasonable steps to ensure that your family and other guests in your party adhere to the rules and regulations pertaining to your villa. All villas are privately owned, so décor, colors and inventories will of course vary. All villas are fully furnished, including an ample supply of bed linens and towels for Guest's use. Rearranging the furniture or removing any items from the villa is prohibited.

**INTEREST-BEARING ACCOUNT:** Guest understands that all rental monies shall be deposited in an interest-bearing escrow account. All interest accrued shall be to the benefit of each villa owner

**LIABILITY:** Beach Nuts Vacations is acting hereunder as agent for accommodations, and assumes no liability for property loss or damages, nor liability for injury, accidents, delay, or irregularity which may be occasioned either by reason of defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from their villa. Transportation (airlines, ferries, charter vessels, rental cars and taxis) is supplied by providers who operate independently of Beach Nuts Vacations. We assume no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of those providers. Furthermore, Guest is responsible for his villa during occupancy, must lock villa's windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. All Beach Nuts Vacations villas are privately owned. The villa owner and Beach Nuts Vacations reserve the right to refuse service or rentals to anyone at their complete discretion.

**NO PETS:** Pets of any kind are NOT allowed in or on the villa's premises without specific written permission from Beach Nuts Vacations (granted in writing prior to arrival). A pet or evidence of a pet found on premises will cause immediate eviction, and forfeiture of Guest's entire rent and deposit.

**COMPLAINTS AND MAINTENANCE:** Beach Nuts Vacations shall make every effort to keep all villas and their inventories in good working order. In case of a maintenance problem, they will strive to repair the problem as soon as possible after being notified. They reserve the right to be allowed several hours (up to 24 hours) to cure a reported problem. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, internet service, water, pool filtration systems, hot tubs, air conditioning, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or damage to their villa IMMEDIATELY to their island representative and us, regardless of the hour. (Please also see Our Payment & Cancellation Policies, 3rd paragraph, above).

**CHECK-IN and CHECK-OUT TIMES:** Guests must vacate their villas no later than 11 AM, and check-in time on ST. John is 3 pm - NO EARLIER! Failure to check out of your villa at 11 am sharp may result in a \$250 penalty charged to Guest. Some villas require earlier check-out times and later check-in times - please see your Vacation Rental Confirmation for your villa's exact times. Check-in and check-out times are strictly enforced at our villas. If you would like a later check-out time, you are required to check with our office or with your island greeter during your stay to see if another group is arriving the day you leave. If not, you might be able to stay on later into the afternoon at no charge, but you are required to get prior permission to stay later than the published check-out time.

**ENTRY INTO VILLA:** Beach Nuts Vacations or its staff may enter your villa to perform any repairs as necessary. If your villa is on the market for sale, we reserve the right to allow the villa to be shown, but only by advance appointment made with Guests. We will make every effort to

schedule such brief showings at a time convenient to you, to respect your privacy, and not interrupt your stay.

**SUBSTITUTION:** Beach Nuts Vacations reserves the right to substitute comparable or better accommodations without liability, should the villa reserved be sold, be out of order, been inadvertently double-booked, or be deemed substandard by us for any reason.

#### **DRUGS AND HAZARDOUS MATERIALS**

Guest and members of his party shall not use or permit to be brought into any villa any illegal substances, inflammable fluids (e.g., gasoline, kerosene, naphtha or benzene), or other explosives or articles deemed hazardous to life, limb or property.

**VILLA KEYS:** Beach Nuts Vacations shall charge Guest \$35 for each set of lost or mishandled keys; gate remote controls will be charged at replacement cost (\$40 to \$100). Guest is required to follow all instructions precisely on where to leave your villa keys and gate remote controls when you depart – call our office if you are unsure!

**CAPACITY OF VILLAS:** The total number of persons allowed in the villa at any one time is restricted to the number of persons scheduled and paid for, based on two persons per bedroom. Should a group misrepresent themselves, they will be required to pay for all excess persons immediately, or shall vacate the villa without refund. Exceptions to this Term are made only for infants under 2 years old; if sleeping in a baby crib and not occupying one of the villa's beds, they are NOT included in the villa's total headcount.

**QUIET ENJOYMENT AND PARTIES:** Beach Nuts Vacations wishes to maintain a family atmosphere for the quiet enjoyment of Guests. We rent to family groups and responsible adults only; absolutely NO house parties or functions such as weddings are allowed without advance WRITTEN permission from Beach Nuts Vacations. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10 pm at night. If Guest is found to have had a wedding or any sort of group gathering for more persons than officially scheduled and paid for at the villa, and/or without Beach Nuts Vacations advance written permission, he is subject to pay and or forfeiture of his entire villa security deposit to the villa's owner, at the joint discretion of Beach Nuts Vacations and the villa's owner.

**RATES and MINIMUM STAYS:** In Season, a 7-day minimum stay is standard. Off-Season, 5-day minimum stay is available for most properties, when paying a cleaning surcharge. Holiday week requirements vary from 7-14 days depending on the villa. The information pertaining to each villa in Beach Nuts Vacations website and rate sheet was correct at launch and our web site is constantly updated. Beach Nuts Vacations is not responsible for printing errors or inadvertent omissions. All rates and villa details are subject to change without prior notice. In any dispute arising out of this rent agreement, the laws of the United States Virgin Islands shall apply and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees. **This Vacation Rental Confirmation becomes a binding agreement when you send us your rental deposit.**

**Your sending payment in response to this confirmation/invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed above. If you have any problems or questions with any of the preceding, please BE SURE to email or phone us BEFORE you send us your rental deposit monies. Thank you.**

## **SOME VERY IMPORTANT INFORMATION – PLEASE READ CAREFULLY!**

**YOUR ARRIVAL ON ISLAND - IMPORTANT!** - We will need to know your airline FLIGHT NUMBER, ARRIVAL AND DEPARTURE TIMES, AND YOUR CAR RENTAL COMPANY at least THREE WEEKS before you travel (please email this vital information to [reservations@beachnutsvacations.com](mailto:reservations@beachnutsvacations.com))! This is essential - there are no street addresses in the islands, and you will be stranded at the ferry when you arrive, unless we know when to expect you and can arrange to have your escort person meet you and lead you to your villa. Always travel with your list of island contact numbers in case of emergencies. And be sure you remember to bring your passport and a photo ID! If you plan to visit the British Virgin islands and are an AMERICAN CITIZEN, THEN YOUR CURRENT U.S. PASSPORT IS NOW REQUIRED TO GAIN ENTRY BACK INTO THE UNITED STATES. HOWEVER, IF YOU ARE RENTING ON ST. THOMAS, ST. JOHN OR ON ST. CROIX, and NOT TAKING ANY DAY TRIPS TO THE BRITISH VIRGIN ISLANDS or to ANY OTHER ISLANDS OUTSIDE OF THE U.S. VIRGIN ISLANDS, THEN YOU MAY ENTER and DEPART the U.S.V.I. WITH A VALID PASSPORT -OR- WITH YOUR ORIGINAL (OR CERTIFIED COPY) BIRTH CERTIFICATE ACCOMPANIED WITH A GOVERNMENT-ISSUED PHOTO ID. And always check with your airlines for the latest requirements before you travel! If your flight is delayed or cancelled while en route, you are REQUIRED to contact your greeter and Beach Nuts Vacations so we can notify everyone involved, including your car rental company - failure to do this will result in a \$50 penalty. Your phone contact numbers are on your confirmation.

## **CONCIERGE/GREETERS**

One complimentary greeter is provided for each villa. Additional greeters must be scheduled in advance and prepaid at \$100 per additional greeting. You'll be met upon arrival at the St John ferry dock, directed to your car rental agency, led (escorted) to your vacation villa, and when you arrive at your villa, you'll be given the villa keys and a walk-through of the property to help get you settled and comfortable. You will also be given an island orientation so you can get around. A tip for your escort is at your discretion for excellent service. You'll also have the greeter/island manager's day and night phone numbers for contact in case you need anything (even advice!) during your island vacation. However, transportation back to the airport or ferry dock upon your departure is NOT provided or included. Please be sure that you rent a vehicle large enough for your entire party PLUS your luggage! Island rental cars are usually small compact models, and jeeps will hold four passengers but little to no luggage - please plan accordingly. We are happy to assist you in rental of your vehicle.

## **Travel Insurance**

You are required to phone your St. John contact person before you board the ferry or car barge from St. Thomas to St. John, so he/she will know at what time and at which dock you will be arriving, and can meet you there promptly. Please be sure to travel with all island contact numbers! The St. John passenger ferry from Red Hook (East End) charges \$5 one way, plus \$3 per piece of luggage, and the trip is about 20 minutes. Due to heightened security, all passengers are now required to tag all pieces of their baggage, and to travel with their photo I.D.s, which may be checked at boarding on all ferries. Luggage tags are for sale for \$2 each at the ferry ticket booths.

## **MAID SERVICE**

For all villa properties, the homes are cleaned just before your arrival and after your departure so that your villa is very clean. Some villas do not include interim maid service with their rentals. If the villa you select does not have maid service included as part of your quoted rental price, or if

you would like service more frequently, we can easily arrange maid service for you as often as you wish for an additional charge. Please request pricing. This service is for hotel-type general cleaning and tidying only; any personal laundry, cooking, or babysitting must be arranged in advance, and prices set according to services required. We'll be happy to book these extra services for your vacation.

### **GROCERY DELIVERY and A CHEF FOR YOUR VILLA STAY**

With sufficient advance notice, we can pre-stock your villa with the food and beverages of your choice. So, especially if you are arriving in the afternoon or traveling with small children, let us deliver your custom grocery order to your villa just before your arrival! Take a look at [www.katilady.com](http://www.katilady.com) for arrival packages. We have excellent chefs who are available for just one special dinner only, to one, two, or three meals a day for the duration of your villa stay. We have a list of chefs with their contact information and some sample menus we can email you. Please contact island chefs directly so you can discuss menus, dietary requirements and your grocery shopping list with him or her. Chefs will require an advance deposit for both grocery shopping and for their cooking; you may pay them directly. And please remember: all of our chefs book up far in advance for all holidays, so please plan way ahead.

### **BABIES & TODDLERS AT OUR VILLAS**

portable nylon baby cribs (only the portable "pack 'n' play" models), high chairs, air beds are available for rent and will be delivered to the villa. Please contact us for rates and fees. Infants and toddlers under 2 years old are NOT included in the headcount which determines your rental rate IF they sleep in a crib. If they sleep in one of the villa's beds, they are counted as a paying guest. On St. Thomas, St. John and St. Croix, U.S.V.I. law requires all children under 5 years old to be in a child-restraint car seat (or, if a child is 3 to 5 years old, he may wear a regular seat belt IF he is in a rear seat). Car seats are available from your rental car agency. Please order one when you book your rental car; there may be a small charge.

### **TIPPING**

For really excellent service with a smile, we recommend tipping about \$25 to \$50 per week for each housekeeper. Some housekeepers will leave an envelope in the villa for your gratuity. And if you have food and drink left in your villa when you depart, you may also leave these for the housekeeping staff – they will appreciate it.

### **STAIRS**

St John is mostly very hilly and villas are often built into steep hillsides, which afford you the fantastic ocean views we offer in our part of the Caribbean. HOWEVER, often this also means that many of our villas have many stairs - so if you're person with a disability or if you cannot handle many stairs, please be sure to ask when booking your villa how many stairs you'll have to climb, and please be sure to let us know if you are on crutches or in a wheelchair so we can be sure to book you into a villa which is easily accessible.

### **LOUD, LATE PARTYING**

Most of our homes are located in sedate, residential neighborhoods, and if you and your family and friends want to make some partying a part of your vacation, please check with us before you book a particular property - we'll advise you as to the neighborhood climate.