

# Five O’Clock on the Hill

## SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Roy & Janet Chilson (“Homeowner”) 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: 50 & 51A South Grapetree, Christiansted, St.Croix USVI

The property is furnished and also includes linens and towels for each bedroom, bathroom, and kitchen.

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

Guest	Email Address

3. Maximum Occupancy: The maximum number of guests is limited to 12 persons. However, all guests must be registered with Homeowner thirty (30) days prior to check-in and each additional guest shall require an additional payment of \$40 per night based on double occupancy.

4. Term of the Rental Agreement. The Rental Agreement begins at 3:00 p.m. on \_\_\_\_\_ (the “*Check-in Date*”) and ends at \_\_\_\_\_ a.m. on \_\_\_\_\_ (the “*Checkout Date*”).

5. Minimum Stay: This property requires a seven (7) night minimum stay. If a rental is taken for less than seven (7) nights, the guest will be charged the seven (7) night rate.

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.

7. Access: Guest shall allow Homeowner or Homeowner’s agent access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

a. Initial Payment: Due within ten (10) days of receipt of this agreement from Homeowner.

b. Security Deposit:

The Security Deposit shall be refunded within thirty 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.

Guest has the option to purchase Damage Insurance with a minimum of \$1500 coverage. The cost of the Damage Insurance is between guest and the Insurance Provider and is non-refundable.

CSA Travel Protection is an insurance provider and offers reasonable rates. Visit <http://www.vacationprotection.com> or feel free to choose another such company.

Name of Insurance Provider: \_\_\_\_\_

Amount of Damage Insurance Coverage: \_\_\_\_\_

Damage Insurance Policy Number: \_\_\_\_\_

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

c. Rental Rate. See invoice #XXXX for details.

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

100% of the total amount, minus a \$200 administrative fee, if cancelled at least sixty (60) days prior to the Check-in Date

50% of the total amount if cancelled at least forty five (45) days prior to the Check-in Date

Homeowner reserves the right to provide a 100% refund if the property is subsequently rented during the dates previously reserved for Guest.

10. Insurance: Homeowner encourages all renters to purchase traveler insurance in addition to the property damage insurance.

11. Payment: Acceptable payment methods are **personal check**. If you wish to use a credit card you will be provided with information to post your payment online. Renter may be responsible for any credit card fees imposed by the credit card processing company.

By my signature below, 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.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Guest Signature

Roy Chilson

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print):

3241 Martin Kings Road

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Charlottesville, VA 22902

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

434.960.2148

\_\_\_\_\_  
Phone Number During Stay

\_\_\_\_\_  
Phone Number During Stay

Make checks payable and mail to:

Roy Chilson  
3241 Martin Kings Road  
Charlottesville, VA 22902

*Effective Date: May 23, 2017*

## 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 on the property is the sole responsibility of Guest.
3. All of the units are 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.
4. Keep the property and all furnishings in good order.
5. Only use appliances for their intended uses.
6. Pets are NOT allowed.
7. No diving or running in the pool area.
8. No sitting or climbing on any of the stone or concrete walls.
9. Parking: Parking is limited to four (4) vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
10. Housekeeping: There is no daily housekeeping service unless previous arrangements have been made with the Homeowner or Homeowner's agent. While linens, bath towels, and beach towels are included in the unit, daily maid service is not included in the rental rate. We do not permit towels or linens (except for beach towels) to be taken from the units. Guest is responsible for returning beach towels to the appropriate unit.
11. Whirlpool and Swimming Pool: No children under the age of 13 are permitted in the whirlpool or the pool area without adult supervision. When using the whirlpool or the swimming pool area, remember there is a certain health risk associated with this facility. Use at your own risk.
12. Water and Septic: The property is on a cistern and septic systems. 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.
13. Storms: If there is a storm or hurricane, no refunds will be given unless:
  - A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
  - The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
    - Any unused portion of rent from a guest currently registered;
    - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
    - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.