

# Five O'Clock on the Hill

## SHORT TERM RENTAL AGREEMENT

This Short-Term Rental Agreement (the "Agreement") is made by and between \_\_\_\_\_ ("Homeowner") \_\_\_\_\_ ("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:

Property. The property is located at: 50 South Grapetree Rd., Christiansted, St. Croix USVI, 00820. The property is furnished and includes linens and towels for each bedroom, bathroom, and kitchen.

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

Guest Name	Age	Email Address
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	
	>28 >19-28 6-18 <6	

Effective Date: September 1, 2022



Maximum Occupancy: The maximum number of guests is limited to twelve (12) persons. However, all guests must be registered with Homeowner thirty (30) days prior to check-in and each additional guest may require an additional payment. The maximum number of persons on the property at any time is twelve (12).

Term of the Rental Agreement. The Rental Agreement begins at 4:00 p.m. on \_\_\_\_\_ (the "Check-in Date") and ends at 11:00 a.m. on \_\_\_\_\_ (the "Checkout Date").

Minimum Stay: This property requires a six (6) night minimum stay. If a rental is taken for less than six (6) nights, the guest may be charged the six (6) night rate.

Rental Rules: Guest agrees to abide by the **House 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 house rules at all times while at the property.

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

Rental Rate: Rates are calculated based on time of year, length of stay, and number of guests and are subject to change by Homeowner at any time. Quotation will be provided prior to booking and once the Rental Agreement is received by Homeowner, Guest rates will be locked in.

Associated Fees: Standard Homeowner Fees include cleaning and taxes. Air Conditioning for extended stays (more than 7 nights) is available for an additional fee and is based on the length of stay.

Other Fees: Marketing websites such as HomeAway, VRBO, and Airbnb may assess their own marketing fees that are charged to the traveler when booking through such sites.

Initial Payment: Due within ten (10) days of receipt of this agreement from Homeowner if booked directly with the homeowner. If booked through other marketing websites Initial Payment is due at time of booking unless other arrangements have been made with the Homeowner.

Security Deposit:

The Security Deposit shall be refunded within thirty days of the Checkout Date provided no deductions are made due to:

- damage to the property or furnishings;
- dirt or other mess requiring excessive cleaning;
- any other cost incurred by Homeowner due to Guest's stay; or
- violation of **House Rental Rules** attached as **Exhibit A**.

If the amount of damage exceeds the Security Deposit, Guest agrees to pay the difference to Homeowner within thirty (30) days. Guest has the option to purchase Damage Insurance from a third-party Insurance Provider. The cost of the Damage Insurance is between guest and the Insurance Provider and is nonrefundable.

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

Cancellation Policy: Effective January 1, 2023, cancellations at least 30 days before check-in will receive a 100% refund of the amount they've paid. Cancellations between 14 and 30 days before check-in will receive 50% of the total amount due.

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Events: All events must be pre-approved by Homeowner and are subject to additional fees to cover the cost of security, setup, and clean-up. If more than ten (10) approved guests will be in attendance there may be a modest additional guest fee.

Insurance: Homeowner encourages all renters to consider purchasing traveler insurance and/or property damage insurance.

Direct Bookings: Preferred payment method is with **personal check**. However, if you wish to use a credit card you will be provided with information to post your payment online. Renter may be responsible for credit card fees imposed by the credit card processing company.

The parties agree to the terms of this Short-Term Rental Agreement, as evidenced by the signatures set forth below.

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

Make checks payable and mail to:

## **Exhibit A**

# **Five O'Clock on the Hill HOUSE RENTAL RULES**

1. Air Conditioning **MUST** be turned off whenever guests leave the property.
2. All **TRASH** must be bagged and the bags deposited in the bins by the front gate. **DO NOT** leave bags near the house lest you invite rodents and other unwanted pests.
3. Whirlpool, Waterfall, and Swimming Pool: **KEEP OFF** the waterfall platform adjacent to the whirlpool. **NO DIVING** or **RUNNING** in the pool area. 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.
4. 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 RINSE** sand from bathing suits indoors, use the outside garden hose. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at any time.
5. Smoking and/or vaping is **NOT** allowed inside and violations may result in the loss of security deposit.
6. No sitting or climbing on any of the stone or concrete walls.
7. Do not bounce balls or throw anything at the stone walls.
8. People other than those in the registered Guest party may not stay overnight on the property. Any other person on the property is the sole responsibility of Guest. Maximum of twelve persons on the property at any given time.
9. Only use appliances for their intended purposes.
10. Pets may be allowed if prior consent is given by the Homeowner. Pet fees and deposits will be based on the type and size of pet. Violations may result in the loss of security deposit.
11. 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.
12. 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.
13. 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.
14. Violation of House Rules may result in the forfeiture of your security deposit.

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