

## **SHORT TERM RENTAL AGREEMENT**

This Rental Agreement (“*Agreement*”) is a legally binding agreement made and entered into as of the date last set forth on the signature page of this Agreement by and between B&B Associates, Ltd. (“*Homeowner*”, “*We*”, “*Us*”) and [GUEST NAME] (“*Guest*”), pursuant to which the Guest has agreed to rent the Property for the duration of the Rental Term. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree:

1. Villa Grand Piton (“*Property*”) is located in Soufriere, Saint Lucia, off the Anse Chastanet Hotel Road. The Property consists of furnished living and dining areas, three furnished bedrooms and bathrooms with linens, entertainment room, kitchen with appliances, swimming pool and gazebo.
2. The Rental Term begins at 4:00 p.m. on **Check-In Date** and ends at 11:00 a.m. on **Check-Out Date**.
3. The [Number of guests]-person Rental Party consists of [Name of each guest]. Guest may increase the size of the Rental Party to six by informing Homeowner and paying an Extra-Person Fee of [set at time of booking] per night per extra guest prior to Check-In Date. Extra guests not disclosed and paid for before Check-In Date will incur a charge of \$200 US per night per person. We will deny lodging to any person that would exceed our maximum of six overnight guests.
4. Guest agrees to be held financially responsible for actions of the entire Rental Party. Guest shall cause all members of the Rental Party and anyone else Guest permits on the property to abide by the Agreement and the Rental Rules (Exhibit A) at all times while at the property.
5. Guest agrees to abide by all government-mandated Covid protocols in effect during the Rental Term.
6. If any event happens which renders Homeowner unable to provide accommodation to any guests, Homeowner shall notify Guest promptly and cancel the contract with a full refund of the rental fees paid to Homeowner. Homeowner’s liability is limited to monies paid under this contract.
7. Guest must be present during the entire Rental Term. We have the right to require proof of identity for any guest, such proof being a government-issued driver’s license or passport.
8. No member of the Rental Party may invite any person onto the Property without prior written permission from the Homeowner. Unauthorized guests will be escorted off the Property, and repeated violations may result in removal from the Property of any or all members of the Rental Party with no refund for the remaining Rental Term.
9. Smoking is not allowed anywhere on the property except at the designated smoking area. Trash from smoking (e.g., butts) may not be brought into the villa. The first violation shall result in a warning. Repeated violations may result in removal from the Property of any or all members of the Rental Party with no refund for the remaining Rental Term.
10. Damages: Guest is responsible for damages to the Property that are above and beyond normal wear and tear caused by any member of the Rental Party or person invited onto the Property by a member of the Rental party, whether authorized or not. For the purposes of this contract, Damages also includes any outstanding charges for Other Services or unpaid Extra-Person Fees.
11. Security Deposit: A refundable Security Deposit of \$500 US must be paid to Homeowner no later than seven days prior to Check-In Date. If there are Damages, Homeowner will notify Guest within seven days of Check-out Date and apply Security Deposit to those and refund the excess, if any, within 30 days of Check-Out Date. Guest agrees to pay Damages that exceed the security deposit within seven days of receiving invoice for such Damages. If there are no Damages, Homeowner will refund the Security Deposit in full within seven days of Check-out Date.

12. No illegal or commercial activities may be conducted on the Property.
13. Homeowner has advertised the property in good faith and shall strive to ensure the operation of all amenities advertised. Homeowner will make commercially reasonable efforts to correct reported issues quickly but shall not be held financially responsible for the failure of any amenities to work.
14. Access: Guests shall allow Homeowner access to the Property for purposes of repair, cleaning, maintenance, and inspection. Homeowner shall exercise this right of access in a reasonable manner.
15. The staff (housekeeper, groundskeeper, and night caretaker) is responsible for maintaining and securing our home and their cost is included in the rental rate. Discharging their duty requires them to be near or on-property most of the time. *Guest may request staff to minimize interaction with them but may not require staff to leave the property.* Housekeeper must be allowed to clean at least every other day and has the right to enter the villa and clean if Guest is not keeping the villa adequately clean between scheduled cleanings.
16. Other Services (cooking, shopping, driving, etc.) may be arranged with or through Housekeeper or Driver. Such arrangements are neither included in the rental fee nor covered under this Agreement. Payment services provided by Homeowner are for the convenience of the Guest and shall not be construed as an acceptance of responsibility or liability for the paid-for services. Any charges for Other Services not paid for prior to the end of the Rental Term shall incur a 10% penalty.
17. Liability: Homeowner and staff of Villa Grand Piton are not liable for personal injury to members of the Rental Party or their visitors while on the property, or for loss of personal property, including items placed in an in-room safe. ***Guest acknowledges that Homeowner has described the inherent hazards the Property may present to children [for those with children under 6]. Guests are advised to purchase traveler insurance and carry their own personal health, injury and property insurance.***
18. In the case of conflicts between any other information and this contract, this contract shall be binding.
19. The staff members of Villa Grand Piton are designated representatives of Homeowner and are authorized to enforce or otherwise carry out the terms of this contract during the Rental Term.
20. Cancellation Policy: Any cancellation will incur a minimum penalty of 6% of the deposit. If cancellation happens within 60 days of the Check-In Date, all monies paid by the Guest will be forfeited. ***Guest is strongly advised to purchase travel insurance.***
21. Homeowner shall execute this contract if all the following requirements are met: deposit has been paid in full, all dates in the Rental Term are available as of the time and date of deposit being paid, and less than 48 hours has elapsed since Homeowner issued this contract to Guest.
22. Payment of the full rental fee is due 60 days prior to Check-In Date. If the entire rental fee is not received by 55 days prior to the Check-In Date, Homeowner shall have the right to assume Guest has cancelled and the normal Cancellation Policy shall be in effect.
23. This Agreement is not transferable or assignable without the written consent of the Homeowner.
24. This Agreement shall be governed by the laws of St Lucia.

X \_\_\_\_\_ Date: \_\_\_\_\_  
**[GUEST NAME]**

X \_\_\_\_\_ Date: \_\_\_\_\_  
**Loretta Koster, Director B&B Associates Ltd.**

## **Exhibit A**

### **RENTAL RULES**

1. Smoking (including the use of e-cigarettes, vaping pens, or other similar devices) is not allowed anywhere on the property. Do not bring cigarette butts into the villa for disposal.
2. No mosquito coils, candles or other items that are designed to be ignited are allowed inside.
3. No glass around the pool. If you break glass in the pool, you are liable for the cost of draining and refilling the pool. The cost will be approximately \$1000 US (we have to purchase water in small truckloads and it is extremely expensive). Use the unbreakable plastic glasses or stainless-steel mugs outside.
4. No diving in the pool as the pool.
5. Our housekeeper/property manager will meet you upon arrival and show you around the villa. If you have an issue with the villa then, let her know right away.
6. If there is an issue with anything during your stay, please let one of the staff or us know immediately. We work best with guests who are good communicators! If you are not comfortable telling our staff the problem or they are not solving it to your satisfaction, call, text or email us and we will address your concern.
7. You may take the following items off-property: beach towels/blankets/umbrellas/chairs; snorkel gear; sun hats; sunglasses; coolers; thermoses; binoculars, umbrellas and rain jackets. Please return the items to the villa.
8. Please be careful with our belongings and property and let us know if you lose, break or damage something.
9. Use appliances only for their intended use and use them correctly. If you have any doubt on how to use an appliance, check the villa book with the manuals or ask a staff member. We've left printed directions for many of the appliances.
10. Store all food in sealed containers and do not leave spills or dirty dishes around the house. The villa is not sealed, and pests (such as ants) can find food within a few hours. If you do not wash your dishes, place them in the dishwasher and close it.
11. Housekeeping shall be allowed access to the villa no later than 10 AM on the Check-Out Date.
12. Neighborhood quiet hours are 10 PM to 8 AM. The area around the villa is quiet and peaceful. No loud parties or music played at excessive volumes. Our staff has the right to turn your music down if we receive complaints about the noise.
13. Turn off the air-conditioners when you are not in the bedrooms. The air conditioners cannot cool the room down since the house is open-air and were positioned to blow cool air on the beds to make sleeping more comfortable. During the day, our staff has the right to enter the villa to turn off air conditioners, fans, lights, etc., that are not in use.
14. Toilets: Flush only toilet paper and human waste. Do not flush feminine products at any time.