

Andante

By the sea

St. John, U.S. Virgin Islands

RENTAL AGREEMENT

Date:

Thank you for choosing *Andante by the sea*. We are so excited about your upcoming trip to St. John! Please thoroughly review your confirmation for accuracy of dates and rates quoted. Read through the following arrival guide. It has some very important tips that will make your vacation run smoothly! After reviewing, please initial where appropriate; sign the bottom and return to us to confirm that the information is accurate and that you understand and agree with the policies outlined below. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and Rich Johnson and Marilyn P. Griffin, herein referred to as "Owner(s)".

Please contact [John](mailto:islandjohn66@yahoo.com) or Denise Obbagy, of Caribbean Palm Properties, at islandjohn66@yahoo.com or islanddenise70@yahoo.com immediately to arrange for car rental, excursions and any services you may wish at the Villa, and to inform them of your flight arrival information. Caribbean Palm Properties is our property management company and they will be your contacts for setting up all your needs prior to your arrival and will serve as your contacts for any problems or questions that arise while you are on St. John. Even if you do not yet know your airline information, make an initial contact with them as soon as possible. As soon as you have arrived in St. Thomas, call 340-244-4676 (Denise) or 340-244-4678 (John) or the team member to whom you have been assigned, to let them know that you have arrived at the airport. After collecting your luggage take a taxi to Red Hook. Call your Caribbean Palm Property representative once more, before you board the ferry to confirm which ferry you will be taking. Your Caribbean Palm Properties representative will welcome you at the St. John ferry dock in Cruz Bay and take you to the jeep rental. Look for a Caribbean Palm Properties welcome sign. You will then be escorted to *Andante*.

IN THE EVENT THAT YOU HAVE ANY CHANGES OR DELAYS IN YOUR FLIGHT NUMBER OR ARRIVAL TIME, YOU MUST CALL OR TEXT JOHN, DENISE OR YOUR CPP TEAM MEMBER, RIGHT AWAY! YOU WILL NOT BE MET AT THE FERRY AND YOUR JEEP RENTAL MAY BE CANCELLED UNLESS YOU NOTIFY US IMMEDIATELY. A CARIBBEAN PALM PROPERTIES STAFF MEMBER IS SCHEDULED AROUND YOUR INTENDED ARRIVAL TIME, SO PLEASE NOTIFY THEM OF ANY CHANGES!

Please be sure to review your THIS RENTAL AGREEMENT carefully! Fill in airline information, initial that you have reviewed our policies below, sign the line marked "guest signature", date it, copy for your records and mail the original along with your deposit check, to us at:

Andante c/o Marilyn Griffin and Rich Johnson, 145 Princeton Rd., Chestnut Hill, MA 02467.

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CHECK IN DATE		CHECK IN TIME IS 3 PM
CHECK OUT DATE		CHECK OUT TIME IS 10 AM
AIRLINE ARRIVAL FLIGHT/TIME		PLEASE FORWARD AS SOON AS AVAILABLE
# OF GUESTS		
# Bedrooms		
RENTAL AMOUNT		
12.5% VI HOTEL TAX		
TOTAL		
Schedule of Payments		
Confirmation fee		
First Payment		
Second Payment (PAID)		
TOTAL		
Damage Waiver Fee By CC Due:		
PAYMENT DETAIL & SCHEDULE		

PAYMENT SCHEDULE

At least half of the total balance must be received one week after the reservation has been made. Final payment of the balance must be received 60 days prior to your arrival. In the event of last minute bookings, made less than 60 days prior to arrival, payment in full must be made immediately by check, and forwarded by overnight delivery, or by credit card, (with a 3% convenience fee) to secure confirmation. Reservations for last minute bookings made within 3 weeks of arrival must be made in full by credit card (with a 3% convenience fee) to secure confirmation. At the time of the final payment (or full payment in the case of last minute bookings) a \$75 charge to your credit card will be made for the damage waiver fee, as described below

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CANCELLATION POLICY:

The Initial Reservation fee of \$500 is non-refundable under any circumstance. All other rental charges (less any taxes) are non-refundable unless the owner or owner's agent is able to re-rent the villa during the period reserved. In the event the villa can be re-rented, a handling charge equal to 20% of the total rental fee will be deducted. In addition, all other fees incurred in rebooking the villa, including but not limited to discounts that must be offered or commissions paid, will be deducted from the refunded amount. *I have reviewed and understand this cancellation policy. Initial Here*

In the event of very severe weather which results in the need for evacuation of homes in the immediate area, as deemed necessary by municipal authorities, our property managers will make every effort to find alternate safe accommodations or to arrange for evacuation whichever is appropriate and allowed by law.

We cannot be responsible for Airline changes, cancellations, acts of terrorism, global peril or personal emergencies and no refunds or adjustments can be offered in these or any other events. We and our property managers will work diligently to re-rent the villa in the event you must cancel so that you may receive a partial refund or credit towards a future stay. *The safest, most affordable way to guard against any eventuality, and to insure that you will obtain a full refund quickly, is to purchase "Cancel for Any Reason" (CFAR) trip cancellation insurance. I have reviewed and understand this policy, Initial Here*

The 2017 Hurricanes brought into sharp focus the need for trip cancellation insurance. The Corona Virus Pandemic of 2020 emphasized the limits of regular trip cancellation insurance and the need to purchase CFAR for future travel. As a small "mom and pop" business, in order to keep the costs of rentals affordable to our guests and far lower than a comparable stay in a series of hotel rooms in the future, we are unable to absorb the costs of non-coverage. Over the 20 years of Andante's history, we have worked hard and taken great pride in this. The only way for us to do that is to have our guests take responsibility for purchasing CFAR travel insurance. We are therefore strongly urging that all guests purchase CFAR trip cancellation insurance for their stays, at the time that they reserve with us. We are not requiring it, but we are notifying guests that we will adhere to our established cancellation policy for all future rentals.

We **highly** recommend that you purchase Cancel for Any Reason (CFAR) Trip Cancellation insurance for *all* dates of travel, not only during hurricane season. Our experience has been that the most frequent causes for cancellation have *not* been weather related, especially during the recent pandemic.

More information about CFAR trip cancellation insurance, can be found on line and at the links below:

<https://www.forbes.com/advisor/travel-insurance/cancel-for-any-reason/>

<https://www.nerdwallet.com/blog/travel/cancel-for-any-reason-cfar-travel-insurance-explained/>

Please be sure to purchase a policy that offers "Cancel for any Reason." The extra expense is worth covering the cost of your hard earned vacation. *I have reviewed and understand this policy. Initial Here*

LIABILITY WAIVER & RELEASE

By acceptance of this rental agreement, Guest(s) agree that participation in any activity while at *Andante* is voluntary and performed at the risk of the Guest(s).

Guest(s) acknowledges that they have been fully informed by one of the owners on the layout of the villa; occupancy limitations; a description of the path to the Beach and Hart Bay Beach and the appropriate use of the path. Guest agrees to indemnify and hold harmless Owner and Caribbean Palm Properties from and against any claims or liability for injury to Guest(s) or any other person occupying Rental Property (except for personal injury caused by the grossly negligent or intentional acts of the Owner or Caribbean Palm Properties) resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the villa, hot tub, sauna, whirlpool tub, pool, sidewalks, trails or passageways to Hart Bay Beach. Guest(s) further agree to indemnify Owner and Caribbean Palm Properties for any claim or liability for damage or theft of property incurred or sustained by Guest(s).

Any damages (other than those due to an act of God) to the villa or its contents during the occupancy period, are the responsibility of the Guest(s).

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In the event the villa becomes unavailable due to its sale or irreparable damage by an act of God, Caribbean Palm Properties will use its best efforts to offer Guest(s) a similar property. If similar accommodations cannot be found, a prorated refund will be issued, based on the number of days of occupancy prior to the Villa becoming unavailable. Any damages (other than those due to an act of God) to the villa or its contents during the occupancy period, are the responsibility of the guest. ***I have reviewed and understand the policy above. Initial Here _____***

EARLY ARRIVAL/LATE DEPARTURE:

Andante is fully booked year round and must be prepared on turnover days for incoming guests. Therefore, regrettably, we cannot accommodate early arrivals or late departures. Because the villa is needed fully unoccupied while it is being prepared, luggage cannot be dropped off early. If you anticipate an early arrival or final departure late in the day, contact Denise or John Obbagy as soon as possible. They will do everything within their power to help you to make other arrangements, but we do not guarantee that this is always possible. ***I have reviewed and understand the policy on early arrivals and late departures. Initial Here _____***

SECURITY WAIVER FEE

We require a \$75 non-refundable Security Waiver Fee for all reservations. The fee is in lieu of a damage deposit and will cover accidental villa damage or loss up to \$500. If damage occurs during your stay, guest must notify Caribbean Palm Properties (340-244-4676, 340-244-4678) or us, the owners (877-512-2978) immediately to have the damages/loss covered. The fee does not cover acts that are intentional or due to gross negligence, disregard of clearly posted cautions, willful/wanton conduct, or any cause if guest fails to report the damage/loss before final departure from the villa. It will also not cover damage due to guest failure to remove trash and leave the villa in a reasonable state of cleanliness as outlined below and in the villa information booklet. Theft or damage of any property owned by or brought onto the premises by a Guest is not covered under this waiver. If malicious, negligent or intentional Guest damage occurs, the Guest will reimburse the Owner the full replacement costs including attorney's fees.

At the time payment of the security waiver fee, 60 days prior to arrival, guests will forward a credit card authorization form for the \$75 security payment waiver fee, using a credit card that will be valid at the time of the visit to St. John. In the event that damages not covered by the waiver fee occur, during the guest's stay, the guest will be contacted within 72 hours of departure with documentation and extent of the damage and the amount of the additional charges that will be made to that card.

Guests are advised that personal items lost or stolen are not the responsibility of the owner. Guest will have a set of keys and will be solely responsible for locking of the home and the safekeeping of their personal valuables during their visit. ***I have reviewed and understand the paragraphs above, Initial Here _____***

MOVEMENT OF FURNITURE AND ACCESSORIES

Movement of any furniture or accessories, including linens, from indoors to outdoors is absolutely prohibited. Rearrangement of any furniture within the villa, other than dining room chairs or small occasional tables is prohibited, unless prior authorization has been obtained from either owners or property managers. Any damages incurred from these actions will *not* be covered by the security waiver fee and will be charged directly to the guests. ***I have reviewed and understand the paragraph above. Initial Here _____***

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TRASH REMOVAL/VILLA CONDITION AT DEPARTURE

Guests are expected to remove their garbage from the villa and take it to the nearest dumpster daily, which your Greeter will point out to you upon your orientation. This is a necessary part of living in the Tropics. Failure to remove garbage upon departure will result in a minimum \$50 charge to the guest. The villa should be left "broom clean", but it is unnecessary for guests to do any cleaning over and above this. **I have reviewed and understand the paragraphs above.**

Initial Here _____

VILLA CAPACITY – The number of guests permitted in the villa during this stay is outlined above. If this number should change, please notify us immediately so that we can adjust the rate. If you decide to bring extra guests at the last minute without notification, you will be charged the full rental cost of the villa or \$400/person more, whichever is greater. Furthermore, any damage or excess cleaning costs incurred due to occupancy of the villa above the capacity agreed to in this contract, or in subsequent written agreement between owner and guest, will be subject to charge. **I have reviewed and understand the paragraphs above.** Initial Here _____

SERVICE AND REPAIRS - We reserve the right to enter the premises when the property or systems are in need of repair. No refunds will be made for minor guest inconvenience. Caribbean Palm Properties will use every effort to expedite parts replacement and schedule repair work to minimize disruptions for guests.

SERVICE INTERRUPTIONS- We cannot promise that there will be no interruption for services over which we have no control. These include, but are not limited to: electrical service, telephone connections, cable, internet service or satellite television. Caribbean Palm Properties will make every effort to escalate any interrupted service issues so they can be restored as quickly as possible. No refunds or adjustments will be made for these interruptions.

VIOLATION OF AGREEMENT– If Guest(s) violates any of the conditions of this Agreement, Owner or Caribbean Palm Properties may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents and security deposits.

I have reviewed and understand the policies above. Initial Here _____

I have reviewed the above policies and confirmation and I understand that *Andante* & Caribbean Palm Properties strongly recommends the purchase of travelers insurance. Comprehensive Travel Insurance can be purchased by following the link on our website, www.andantebythesea.com "Rates" page, toward the bottom.

Guest Signature _____ Date _____

Print Name _____

The Caribbean Palm Properties staff looks forward to meeting you. Have a safe trip!

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