

Boulder Crest Villa, Virgin Gorda
info@bouldercrestvilla.com

Booking Agreement for _____ visiting the island of Virgin Gorda from _____ to _____, residing in Boulder Crest Villa

PLEASE READ THE FOLLOWING BOOKING CONDITIONS CAREFULLY AND ENSURE THAT YOU FULLY UNDERSTAND THEM

General

The following are the terms and conditions applicable to the rental of Boulder Crest Villa, Virgin Gorda (Villa). No amendments or deletions from these terms shall be valid unless expressly accepted and confirmed in writing.

The Parties

1. Hereinafter, the "Client" refers to the person signing the Rental Confirmation and the Booking Agreement. His/Her signature shall constitute acceptance of the following booking conditions on behalf of the client and every guest on whose behalf he has authority to sign.
2. The "Owner" refers to the Villa Owner.

The Agreement

The Booking Agreement shall not become binding until the Owner has received the rental deposit along with the duly signed Booking Agreement from the Client. The Owner reserves the right to cancel the reservation with no refunds if the signed Booking Agreement is not returned prior to the client's arrival dates.

Deposits and Payments

Payment by the Client to the Owner of a deposit equal to **50%** of the total rental fee is required and must be received within **5** days of the date of issue of the Booking Agreement & Statement of Account. The remaining **50%** is required no later than 90 days prior to the date of the Client's arrival at the Villa. In the event that the Agreement becomes binding inside the window of the **90** days, the Client is required to pay the total rental fee to the Owner to secure the booking. If Full payment is not received **90** days prior to the Client's arrival at the villa the Owner reserves the right to cancel the booking, thus causing the Client to forfeit the paid deposit.

Cancellation Policy

In the event of cancellation 61 or more days prior to arrival date, 80% of the rental rate payment will be refunded; the remaining 20% will be forfeited. For cancellation 45 to 60 days prior to the arrival date, 50% of the rental rate will be forfeited. Note that there are NO REFUNDS for cancellations received less than 45 days prior to the scheduled arrival date. All cancellations must be received in writing (fax or e-mail is acceptable). Option for re-booking (possibly at different rates depending on season) and waiver of cancellation fee will be offered only if the villa is available within 60 days of the cancelled reservation. Please note that the full balance will be due at the time of re-booking. Please note that the option for re-booking and waiver of cancellation fee does not apply to Christmas/New Years bookings. There are no refunds for late arrivals/early departures. All deposit and cancellation terms are strictly applied, therefore travel insurance is strongly recommended.

Security Deposits

The Client is required to provide the company with A CREDIT CARD NUMBER as collateral for any loss or damage to the Villa or its contents during the time of occupancy of the Client. At the end of the rental period the Owner reserves the right to deduct the subsequent amounts from the deposit should there be any damages or lost items. The Client will be notified before any charges are deducted from the deposit. The deposit shall also be held as collateral for any other costs incurred during the time of the Client's stay at the Villa that were not explicitly included in the Villa fees. Please note it is possible for deductions to be made up to 2 months following the Client's departure date.

Exceptions

If for some reason, other than the acts of neglect or default on the part of the Owner, the Client refuses, or is unable to use the Villa in accordance with the Terms of Agreement, the Owner shall retain the full rental fee. The Owner shall not be liable for events beyond their control which may interfere with the Client's occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather and construction noise from nearby sites.

Use of Villa

The Client may not use the Villa for any purpose other than that of a private holiday residence for the accommodation of the Client and his/her guests unless otherwise agreed upon in writing by the Owner. The Client shall not engage in any activity or practice that may be or become a nuisance or annoyance to the Owner, or the occupants of adjoining land or that might invalidate any insurance policies effected on the Villa, and shall not bring any animals to the Villa (unless agreed upon in writing by the Owner). The Client must notify the Owner of how many individuals will be staying at the Villa during the rental period. If the Client intends to host an event such as a wedding, it is required that the Owner is notified prior to the Client's arrival at the Villa. The Client shall not sub-let or assign his rental of the Villa. Unless previously agreed with the Owner, the Client will vacate the Villa by 12 noon on the final day of the rental period.

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Tidiness and Damage

The Client shall respect and ensure that the Villa and all furniture, fixtures and effects are in good order and condition (fair wear and tear expected) and shall promptly inform the Owner or the Owner’s staff of any damage caused to the property or its contents during the period of occupation by the Client. The Client shall incur all charges for such damage and for missing items.

Real Estate Showings

When the Villa is occupied by the Client, the Owner will take all reasonable efforts to cause it to be shown to prospective buyers or previewed by realtors between 10 am and 3 p.m. Client will receive 24-hours advance notice of showing given during regular business hours from the Owner or Owner’s staff. Owner and Owner’s staff will be the sole and exclusive contact with Client for scheduling showings. The Client’s right to privacy and notice of showing shall be honoured and safeguarded at all times by all parties.

Indemnification

The Client agrees to indemnify and save harmless the Owner for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with the Client’s use and occupancy of the Villa, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by the Client. The term “Owner” as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents, and representatives where the context requires or permits. The terms “Client” as used in this Agreement shall include Client(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during the Client’s occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.

Disputes

In the event that any disputes and/or differences should arise between the Client and the Owner (that which cannot be resolved speedily and amicably), the matter(s) in question shall be resolved by arbitration in New Jersey, United States of America in accordance with US law.

I, the undersigned, hereby agree and accept the terms and conditions stipulated in the Booking Agreement.

Name: _____

Signature: _____

Date: _____