

BY ACCEPTING YOUR RESERVATION, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS STATED BELOW.

Vacation Rental Agreement with Waiver and Release of Liability

This short-term rental agreement is made by and between the "Owner" and the "Guest" and their additional guests.

Terms of the Lease:

The condominium is located at Sapphire Beach Resort and Marina in St. Thomas USVI. Check-in time starts after 4:00 pm and check-out time is at or before 11:00 am.

Guests MUST be 21 years of age or older unless accompanied by an adult.

LIMITED SHORT-TERM RENTAL: It is expressly understood and agreed that this is a short-term, transient vacation rental and is not a lease or other long-term residential tenancy agreement and that the Vacation Rental is not intended to be utilized as a primary residence. This agreement is only for the use of the Vacation Rental for the stated reservation dates. It creates no property rights for you. If you hold over after the expiration of your reservation dates, your extended stay, if authorized, will be from day-to-day only and will not constitute a renewal or an extension for any further term. In such a case, you will be liable for paying for the additional day(s) at a rate equal to two (2) times the nightly rate set for the property on the dates of your holdover, plus the actual costs of re-accommodating future tenants that were scheduled to use the Vacation Rental during such dates. You may not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.

NO LIABILITY/INDEMNIFICATION/HOLD HARMLESS: The owners of the property do not assume liability for the loss, theft, damage, or injury (or death) to persons or their personal property. Guests agree to indemnify and hold the owners harmless 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 Guests' use and occupancy of the rental property, including but not limited to claims for personal injury or property damage/loss. Guests are responsible, at all times, for the safety of their children while on the premises. Do not allow them to climb on the balcony railings, be careful on the staircase, etc.

DAMAGE DEPOSIT – The \$300.00 damage deposit will be returned within 14 days of departing the unit provided the following provisions are met:

1. No damage to the unit or its contents
2. No linens or items such as beach chairs are lost or damaged
3. A/C is for use with closed doors only
4. No Parties
5. No evidence of smoking in the unit or on the balcony
6. Guests have vacated the property before or during the 11:00 am check-out time
7. No rearrangement of furniture and no taking of indoor furniture outside.
8. You're welcome to use the washer, but make sure that you don't overload it and shake sand outside BEFORE washing items. Sand can destroy the washing machine.

SMOKING: This is a NON SMOKING property. No smoking is allowed inside of the condo whatsoever. Any TENANT or their guests not adhering to the No Smoking policy will result in automatic forfeiture of security deposit and termination of this agreement.

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Things Breaking: From time to time things in the condo have the possibility of breaking. The guest must notify the owner and the owner will try to the best of their ability to fix the said item in a timely manner. In the event that the A/C stops functioning and the guest notifies the owner, the owner will contact the Condo Owners Association, since they are responsible for Air Conditioner maintenance and repair. If for some reason it is not possible to repair the above-mentioned items during the guests' stay, no refunds will be given.

PETS - The Condo Owners Association does not permit pets in the unit.

NO DAILY MAID SERVICE

MAXIMUM OCCUPANCY: Occupancy is limited to the number of guests specified in the reservation.

WEATHER / ACTS OF GOD: OWNER is not responsible for any weather conditions or acts of god or nature that happen during TENANT'S stay on-premises and no refunds will be made.

QUIET ENJOYMENT: The Guest, along with neighbors, shall enjoy each other's company in a quiet and respectful manner. The Guest is expected to behave respectably and shall be a good neighbor to any residents within the immediate area. Creating a disturbance of the area by violation of Quiet Hours, unauthorized gatherings, or any inappropriate conduct shall be grounds for immediate termination of this Agreement.

Utilities: The owner is not responsible for any interruption of service of utilities, such as cable, water, electricity, and internet that is out of their control and no refunds will be given.

Identification: The guests' identification should be emailed to the following email address within 24 hours of booking or the booking will be canceled and the security deposit not refunded. reservations@sapphirebeachvacation.com The name on the identification must match the name on the reservation.

JOINT AND SEVERAL: If there is more than one Guest, all Guests shall be jointly and severally liable under this Agreement.

HOST/COA ENTRY: The Host/COA has the right at all reasonable times during the terms of this Agreement to enter the property if necessary for inspection, repair, or any other reasonable action.

CANCELLATIONS: Payments are non-refundable if cancellation occurs less than 90 days before arrival. Exceptions may be considered at the owners' sole discretion, subject to being able to rent the dates in question to another party at a comparable rate. Cancellation or early departure does not warrant any refund of rent. Any refunds made will be minus the credit card processing fees.

Trip Cancellation/Interruption Insurance

It is **highly recommended** guest purchase trip cancellation/interruption insurance in case of family emergencies/bad weather delays, flight/rental car cancellations, job loss, snow/ice,

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Covid-19 bans/restrictions, etc. If you live in an area prone to hurricanes, forest fires, etc., and cannot make your trip, please seek reimbursement through your travel insurance. No refunds are given unless there is a mandatory evacuation in our area. Please check what travel insurance your credit card may offer. You can also visit www.insuremytrip.com.

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