

## SHORT-TERM VACATION RENTAL AGREEMENT

This Short-Term Vacation Rental Agreement, hereinafter the "Agreement" is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between TRI C INVESTMENTS, LLC hereinafter referred to as the "Owner," and \_\_\_\_\_, hereinafter referred to as the "Renter".

WHEREAS, Owner owns that certain real property more commonly known as Parcel No. 15-24, Estate Frenchman's Bay, No. 4 Frenchman's Bay Quarter, St. Thomas, U.S. Virgin Islands, which is comprised of a five-bedroom villa, hereinafter the "Rental Property".

WHEREAS, the Renter desires to rent the Rental Property on a short-term basis from the Owner and the Owner has agreed to rent the same to the Renter upon the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. In consideration of the rents and covenants of the Renter to be paid and kept as herein contained, the Owner has agreed to rent unto the Renter, and by these presents does hereby rent the Rental Property unto the Renter and the Renter hereby rents the Rental Property from the Owner.
2. **RENTAL TERM.** The term of the rental shall commence on \_\_\_\_\_, 2022 and terminate on \_\_\_\_\_, 2022, for a total of \_\_\_\_ days and \_\_\_\_ nights, during which time, the Renter and his/her guests occupying the Rental Property from the Owner shall be entitled to the use and occupy the entirety of the Rental Property, hereinafter the "Rental Period". Check in time is no earlier than \_\_\_\_\_ and check out time is no later than \_\_\_\_\_.
3. **RENTAL RATE.** The rental rate shall be \$1,295.00 per day, for a total Rental Rate of \$ \_\_\_\_\_. In addition to the rental rate, Renter shall also be responsible for paying a Government Hotel Tax in the amount of Twelve and One-Half Percent (12.5%) to Owner. Renter shall also be responsible for paying a Damage Deposit to Owner in the amount of \$1,000.00.
4. **PAYMENT AND CANCELLATION POLICY.** In the event the booking is made more than Sixty (60) days from the time of the rental, then within Five (5) business days from the date of booking, Renter shall provide Owner with a Twenty Five Percent (25%) deposit of the total Rental Rate. Renter shall also provide within Five (5) business days to Owner, the Government Hotel Tax and Damage Deposit.  
In the event the booking is made within 60 days of the rental, Renter shall be responsible for making payment in full, including the Rental Rate, Government Hotel Tax and Damage Deposit. Failure to make any payments when due may result in cancellation of the booking, with or without notice to the Renter.

In the event the booking is cancelled by Renter more than Sixty (60) days from the date of booking, the Twenty Five Percent (25%) deposit shall be forfeited in full to Owner and Owner shall return the Government Hotel Tax and Damage Deposit to Renter. In the event the booking is cancelled by Renter within Sixty (60) days of the date of booking, the entire Rental Rate shall be forfeited to Owner as full liquidated damages, and the Government Hotel Tax and Damage Deposit shall be returned to Renter.

Cancellations may be made by Owner due to unforeseen circumstances with the Rental Property. In the event this occurs, Owner will make attempt to notify Renter of the cancellation within a reasonable amount of time and Renter shall be entitled to receive a full refund from Owner.

Payments may be made wire, ACH transfer or by credit card. If being made by wire, ACH or other bank-to-bank transfer, Owner shall provide you with separate instructions. Payment by credit card can be made over the phone by calling \_\_\_\_\_. **Payments by credit card may be subject to a processing fee of up to Three and Three-Quarters Percent (3.75%) of the total Rental Rate.**

5. **OCCUPANCY.** The maximum occupancy of the Rental Property is sixteen (16) persons and Renter shall provide Owner with the names, ages, copies of driver's license, and other information as requested by Owner for each occupant. In the event there are more than the allowable number of occupants located at the Rental Property, Owner may terminate this Agreement, in which event Renter and Renter's guests must immediately vacate the Rental Property and Renter shall not be entitled to any refund.

6. **HOUSE RULES AND POLICIES.**

(a) **Parties and Quiet Enjoyment.** Parties, events or gatherings are not allowed unless prior approval is received from Owner. Loud music, loud parties and excessive noise will also not be permitted. No unlawful drug use is allowed. No disturbance, annoyance, endanger or inconvenience shall be committed against any neighbors to the Rental Property. In the event Renter violates this provision, Owner may elect to terminate this Agreement and Renter and all occupants shall immediately vacate the Rental Property without refund or redress.

(b) **Pets.** Pets are not permitted on the Rental Property.

(c) **Smoking.** Renter acknowledges that there is absolutely no smoking inside the Rental Property. Smoking is permitted outside the Rental Property and Renter and the occupants shall discard and dispose of any butts, filters or stubs in a cleanly manner by depositing them into proper receptacles, taking care to prevent any fire hazards. Renter acknowledges that if the Rental Property is found to have any odor or damage of cigarette, cigar or other smoke inside the Rental Property that the Damage Deposit will be forfeited in full.

(d) **Unauthorized Use of Rental Property.** Any immoral or unlawful use of the Rental Property, violations of law or ordinances, violations of the terms of this Agreement, waste, purposeful damage to the Rental Property or acts of nuisance will not be tolerated. In the event any of this occurs, Owner may elect to terminate this Agreement and Renter and all occupants shall immediately vacate the Rental Property without refund or redress.

(e) **Utilities.**

a. **Water.** Renter acknowledges that water is a scarce commodity in the U.S. Virgin Islands, and in most instances, only collected by rainfall. As such, Renter and occupants agree to only use the Rental Property's water in a reasonable manner and in a manner so as not to waste any water, which includes not letting faucets run unnecessarily, flushing toilets only when necessary and not taking long showers.

- b. Electricity.** Renter acknowledges that the cost of electricity in the U.S. Virgin Islands is substantially higher than in the States and hereby agrees to make efforts to conserve energy during the Rental Period. This includes turning off lights, air conditioners and other non-essential appliances when Renter and occupants leave the Rental Property. Air conditioning units and lights should not be on in rooms where there are no occupants, and air conditioning units should be turned off once the room has cooled to a reasonable temperature.
- c. Power Outages.** Power outages are more common in the U.S. Virgin Islands than in the States, and Owner has installed a commercial generator on the Rental Property in the event of a power outage. In the event the generator is supplying power to the Rental Property, Renter and occupants agree to minimize the use of electricity during this time.
- d. Failure to Adhere.** Owner keeps a record of utility consumption during each rental period and has established a reasonable daily usage amount based on the number of occupants staying in the Rental Property. In the event Renter and/or the occupants significantly exceed the reasonable amount of utility consumption established by Owner, Owner may charge Renter for any over consumption, and such fee shall be deducted from the Damage Deposit.
- (f) Pool Activity.** The Rental Property is equipped with a swimming pool for the guests' use and enjoyment, however, the pool and surrounding area presents certain risks and dangers and certain rules and precautions must be adhered to by the Renter and all occupants when using the swimming pool and its surrounding areas. These rules include, but are not limited to, the following:
- **No running or horseplay;**
  - **Children must be accompanied and supervised by an adult at all times;**
  - **No diving into the pool;**
  - **No food or drinks in the pool;**
  - **No swimming while intoxicated;**
  - **No children are allowed to swim in the pool, supervised or otherwise, before dawn and after dusk.**
- (g) Trail to Beach.** A trail exists leading from the Rental Property down to the local beach area for the Renter and occupants to utilize. Said trail may present certain risks and dangers such as slippery rocks, uneven terrain, hanging branches and otherwise. Renter and occupants shall take precautions when using the trail to prevent injury to themselves or others. Children shall be supervised at all times when using the trail.

**ALL RULES STATED HEREIN SHALL BE PROVIDED BY RENTER TO ALL OCCUPANTS DURING THE RENTAL PERIOD AND EACH OCCUPANT IS OBLIGATED TO ADHERE TO THESE RULES. THE ABOVE REFERENCED RULES ARE A GENERAL GUIDE TO THE RULES OF THE PROPERTY AND ARE NOT INTENDED TO BE THE ONLY RULES OF THE RENTAL PROPERTY. RENTER AND HIS/HER OCCUPANTS MUST EMPLOY REASONABLE BEHAVIOR AND JUDGMENT WHILE OCCUPYING THE RENTAL PROPERTY SO AS NOT TO CAUSE INJURY TO THEMSELVES, OTHERS OR THE RENTAL PROPERTY AND ITS INVENTORY.**

7. **DAMAGES.** Renter and his/her occupants shall be responsible for all damage, breakage and or loss to the Rental Property and to any of the personal property located therein. Renter acknowledges that any damage, breakage or loss to the Rental Property or personal property therein shall result in a charge against the Damage Deposit, whether partially or full. In the event the damage, breakage or loss exceeds the Damage Deposit amount, Renter acknowledges that he/she will be personally responsible for paying Owner the amount required to remedy such damage, breakage or loss back to its original condition, and authorizes Owner to charge Renter's credit card for any balance not covered by the Damage Deposit.
8. **CONDITION OF PROPERTY UPON DEPARTURE.** Renter agrees to return the Rental Property to Owner or Owner's agent in the same condition as upon Renter's entry on the first day of the Rental Period. Upon redelivering the Rental Property to Owner or Owner's agent, Renter must remove all perishable food, trash and recyclables from the Rental Property. Renter shall also vacuum or sweep all floors, wash all dishes and other soiled items and return them to their original positions and conditions. In the event Renter or his/her occupants fail to comply with this provision, Owner may deduct from the Damage Deposit an amount necessary to return the Rental Property to its original state prior to the Rental Period. Any missing items shall also be deducted from renter's Damage Deposit.
9. **CLEANING SERVICE.** The Rental Property shall be thoroughly cleaned and prepared by our maid service prior to Renter's arrival. One linen service and touch up of the Rental Property is included for stays of Seven (7) days or more. Renter may request additional cleaning services, in which event Renter will be charged for same. A washer and dryer are included within the Rental Property and may be used by Renter and his/her occupants in a reasonable manner.
10. **COMPLAINTS AND MAINTENANCE.** Owner shall make all efforts to keep the Rental Property in good working order. In the event of a maintenance issue, Renter shall notify owner or Owner's agent immediately and Owner shall make reasonable efforts to repair any issues as soon as possible. No refund or rate adjustment will be made by Owner to Renter for unforeseen mechanical failures such as the supply of electricity, water, air conditioning failures, adjustments to pool temperatures and filtration systems, television or internet service, appliances and so forth.
11. **SECURITY AND CAMERA SYSTEM.** Renter acknowledges that Owner may have installed security equipment in and around the Rental Property, including security cameras. Owner agrees that any security camera or other monitoring equipment shall only be placed within the common areas of the Rental Property.
12. **INSECTS AND ANIMALS.** Insects, including mosquitos, termites, roaches and spiders are prevalent in the U.S. Virgin Islands. Owner routinely sprays and takes measures to prevent insects and animals from entering the Rental Property, however, insects may make their way into the Property despite these mitigation efforts. Renter and his/her occupants shall also take reasonable measures to prevent insects from entering the Rental Property during their stay. Such measures shall include not leaving food and beverages out, properly disposing of the trash, not leaving windows and access doors to the Rental Property open, properly covering and storing food items, and so forth. Owner shall provide Renter and his/her occupants with insect repellent. Under no circumstances shall Renter or his/her occupants be entitled to any

refund, whether partial or otherwise, based on the presence of insects inside the Rental Property.

13. **WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND ASSUMPTION OF RISK.** Owner shall not be liable to Renter, Renter's occupants, guests, licensees or invitees for any losses, damages or injuries incurred during the Rental Period. Renter shall hold Owner harmless and indemnified from any and all claims of loss, damages, lawsuits, costs, causes of action, liabilities and/or injuries that may occur during the Rental Period. Renter and his/her occupants, guests, licensees or invitees using the Rental Property accepts the Rental Property in AS-IS condition and assumes the risks involved in or related to use of the Rental Property. Renter, Renter's occupants, guests, licenses or invitees expressly waives any and all claims they may have against Owner with respect to any and all damage to property or injury to persons in, upon or about the Rental Property.
14. **OWNERS RIGHT TO INSPECT.** Owner reserves the right to inspect the Rental Property at any reasonable period of time and to gain access as necessary. In the event Owner intends to inspect the Rental Property, Owner shall give a minimum Twelve (12) hours notice to Renter, and Renter shall allow Owner to inspect the Rental property without any interference.
15. **NO TENANCY CREATED BY THIS AGREEMENT.** This Agreement is not intended to be a lease under Virgin Islands law, and the terms of this Agreement do not create and shall not be construed to create a landlord-tenant relationship. Renter and his/her occupants shall use and occupy the Property as a licensee and it is expressly understood that Renter shall not have any of the rights that exist at law arising out of a landlord-tenant relationship.
16. **FAILURE TO VACATE.** In the event Renter or his/her occupants fails to vacate the Rental Property on the last date of the Rental Period, Renter shall be responsible for continuing to pay the daily rate stated in Paragraph 3 herein, plus an additional \$500 per day until Renter voluntarily vacates or is forcefully removed from the Rental Property.
17. **FORCE MAJEURE.** If by reason of *force majeure* the Renter is unable to use or reside in the Rental Property during any portion of the Rental Period, Owner shall refund Renter for any days that the Rental Property is unable to be used or resided in by Renter.
18. **JURISDICTION, VENUE & WAIVER OF JURY TRIAL.** This agreement shall be governed by the laws of the United States Virgin Islands, without reference to any conflicts of law principles that might otherwise dictate application of the law of another jurisdiction. In the event of a dispute, the courts of the U.S. Virgin Islands shall have jurisdiction to hear and determine any such dispute. Both parties hereto submit to the exclusive jurisdiction of said courts and waive, to the fullest extent possible, any right to trial by jury that they might have on any issue.
19. **NO ASSIGNMENT.** This Agreement, and the use and occupancy of the Rental Property, may not be assigned, transferred or sublet, without the express written consent of Owner
20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions and oral agreements. This Agreement may not be modified, cancelled or otherwise amended unless in writing, duly executed by the parties

hereto.

21. **SIGNATURES.** This Agreement may be signed in one or more counterparts, and all such counterparts shall form but one integrated agreement. This Agreement may be executed by electronic signatures.

[SIGNATURE PAGE TO SHORT TERM RENTAL AGREEMENT]

**RENTER:**

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

**OWNER:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**TRI C INVESTMENTS, LLC**