

# THE WESTIN ST. JOHN RESORT VILLAS Rental Agreement

SAINT JOHN, US VIRGIN ISLANDS

## Rental Terms

Unit: 1 Bedroom Premium Villa at The Westin St. John Resort Villas

*Chocolate Hole, US Virgin Islands*

**Check-in Date: Sat, April 13, 2019**

**Check-out Date: Sat, April 20, 2019 (7 nights)**

## Definitions:

- "I", "me", "my" or "mine" means the owner of the unit being rented (that's me)
- "You" or "yours" means the renter (thats you)
- "The resort" means the **THE WESTIN ST. JOHN RESORT VILLAS, St. John U.S.V.I**
- "The unit" means 1 Bedroom Premium Villa at the resort for the period from check-in time on **Saturday April 13, 2019** to check-out time on **Saturday, April 20<sup>th</sup> 2019**

## Terms of Agreement:

### • **Unit Being Rented**

- This rental is for 1 Bedroom Premium Villa Virgin Grand at the Resort. The rental period is from check-in time on **Saturday April 13, 2019** until check-out time on **Saturday April 13, 2019** . The rental is solely for occupancy of the unit for the rental period. It does not include any transportation of any type or any payment for charges incurred while occupying the unit. This rental does not require you to attend, listen to, or participate in any timeshare sales presentation of any type. This is a non-smoking, no pets allowed room.

### • **Payment for Rental**

- The rental rate for the unit is \$3,000, or as otherwise agreed in writing. After receiving payment, I will contact the resort informing the resort that you will be occupying Unit **3227** for the rental period instead of me.
  - You have the **option** to make an initial payment of \$100 (PayPal, Venmo preferred) which will be credited toward the full rental price to hold the unit while I provide you with confirmation that the unit has been reserved for my use. (I will confirm my usage right by providing a copy of either a letter or e-mail from the resort that confirms that the unit has been reserved for my usage.) Once I confirm the availability of the unit, you must then pay the balance of the rental payment within seven(7) calendar days after I provide you with the confirmation. If you do not pay the balance of the rental by that time, your hold on the unit will be released and I will return your deposit in full.
  - With-in 10 business days after full payment has been received the name on the reservation will be changed to your name. This will **not transfer ownership** or other privileges associated with the unit. All ownership rights and privileges will be retained by the owner.
  - I will accept only one "hold" on the unit at a time; if I am holding the unit for you I will not accept a hold from another potential renter, nor will I rent the unit to another while it is on hold for you.
  - You can make payments by PayPal, Venmo, cashiers check, money order, or personal check. If you make any payments by personal check, you and I agree that payment will not be considered as received until the check clears your bank.

- **No Date Changes will be allowed. This is for a fixed week, fixed unit.**
  - I cannot ask the resort to change the unit assigned, the check-in and check-out dates, are fixed, for a fixed unit, with fixed dates.
  
- **Cancelling the Rental**
  - If you cancel the rental, I will list the unit for rental Online. ONLY If I am successful in renting the unit online, I will refund to you the amount of the rental price obtained, after deducting any applicable rental commission plus a \$100 cancellation fee.
    - (Example: Assume that: 1) you cancel after paying a \$1000 rental fee; 2) I advertise the unit on eBay, and complete a rental for \$500; and 3) eBay fees are \$35. I would then refund you \$365 (i.e., \$500 less the \$25 eBay fees and the \$100 cancellation fee). You and I agree that an eBay auction will not be successful until payment is received from the winning bidder. If the winning bidder pays by personal check, you and I agree that payment will not be received until the bidder's check clears his or her bank. Alternatively, if you find another renter, I will refund you the full amount paid by the new renter minus a \$100 change / cancellation fee. The new renter must accept the unit under the same terms as your rental (except for the rental fee).
    - Should neither of us be successful in renting the unit, then no refund will be allowed or applied.
  
- **Obligations of Renter**
  - You agree to abide by all rules and regulations of the resort during your stay. You agree to maintain the unit in the same condition as it is at the time of check-in, except for normal wear and tear. You agree to pay for all incidental charges imposed by the resort, including:
    - Transient Occupancy Tax
    - Telephone Charges
    - Food, Beverage or any other Room Charges
    - Charges for using the in-room safe
    - additional maid or housekeeping service beyond the mid-week light housekeeping
    - other charges of the resort for services or the use of facilities including but not exclusively resort fees or resort charges or resort occupancy charges or any other resort applicable fee, or charge
    - charges for damages, repairs, or replacement of furnishings missing from the room inventory after your occupancy of the unit.
    - you agree to sign a credit card slip at check-in to guarantee payment for these charges
    - you agree not to sublease or rent the unit to a 3rd party
    - No one under the age of 21 will be permitted to occupy the unit unless accompanied by persons 21 or older.
    - you agree to abide by the rules and regulations of the resort
    - you agree to occupy the unit in a quiet and dignified manner
    - as a guest of the resort you are expected to respect the premises and its contents and guard against damage, loss or theft.
    - The Westin St. John Resort, I or its affiliates will not be held liable for any claims, suits, damages, cost, losses and/or expenses arising from injury to any person or property occurring on or about the premises resulting from or relating to rental of this property.

- **Unavailability of the Unit**

- in the unlikely possibility of the unit being unavailable or unusable prior to your arrival (should the resort not open) or in the very unlikely event when you arrive for check-in or at any time during your occupancy, (due to such circumstances as damage to the property, emergency repairs, or error by the resort in booking reservations), *acts of nature that make the resort unfit for occupancy, then the following remedies will be offered:*
  - Full refund of your payments
  - Rebooking at another Vistana Property depending upon comparable space & availability, and in accordance with the rules and regulations of transfer as applicable by Vistana (<https://www.vistana.com> )
- You and I agree the provisions of this section will be the sole extent of my liability associated with the unavailability of this unit.

**Signature of Owner:**

\_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Renter:**

\_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Best Contact Number: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_