

# Villa Paradise

## Vacation Rental Agreement

### Section 1 – Parties, Property, Terms

Upon the terms and conditions herein stated, this Rental Agreement ("Agreement") is entered into between **Villa Paradise, LLC** ("Manager") and the Guest identified below ("Guest"). **Guest Information:**

Name: \_\_\_\_\_ Home Ph: \_\_\_\_\_ Office Ph: \_\_\_\_\_

Address: \_\_\_\_\_ Cell Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

# Guests staying at Property for Dates Rented: : Adults: \_\_\_\_\_ Children: \_\_\_\_\_ Children Ages: \_\_\_\_\_

- Term:** This Agreement is for a Term beginning on \_\_\_\_\_ ("Arrival Date") and ending on \_\_\_\_\_ ("Departure Date"). **Check-in is 3:00 p.m.** and **Check-out is 11:00 a.m.** The property may be available for early check-in and/or late check-out for an additional fee. Early departure refunds are not allowed.
- Property:** The short-term vacation rental property ("Property") is **Villa Paradise, Anguilla B.W.I.**
- Occupancy Limit:** The maximum number of guests allowed at the Property at any one time is 15. All guests over the age of 4 are counted towards the maximum. Any party falsely representing the number of people in the home or exceeding the maximum may be subject to immediate eviction without refund.
- Rental Amount, Fees and Payments:** It is hereby agreed that the Rent and Fees for the Property is:

Vacation Term Rental Amount	\$
GST (13%)	\$
Prepaid Service / Gratuity 10%	\$
Activity/Concierge Services (if requested)	\$
TOTAL	\$

All Incidental bills will also be due for payment on departure, i.e. For pre stocking costs required by guest, rental car costs, chef costs, spa services, additional gratuities, etc.

**Reservation Deposit (50%) due upon execution of this agreement received and paid in full \_\_\_\_\_**

**Final Payment less deposit is due on \_\_\_\_\_ (60 days prior to arrival date)\$ \_\_\_\_\_**

The Reservation Deposit is required to be paid within **7 days** after making a reservation along with this signed Agreement and returned to Manager. The Final Payment is required to be paid **60 Days** before entrance on the Property. Any check returned by the bank for whatever reason will be charged a \$40 statutory fee and possible cancellation of Reservation and all rights and privileges hereunder.

#### Payment options:

- 1) International Wire **(Preferred Option)**
- 2) Please make checks payable to:  
No Reservation is effective until receipt of Final Payment.

### Section 2 – Cancellation, Damage, Indemnification, Liability, and Destruction

1. **Cancellations:** (a) If the Property becomes unavailable to the Guest prior to occupancy, for any reason, Manager agrees to refund the full amount paid to the date of cancellation, and Guest agrees to release any claims against Manager. (b) If, for any reason, the Guest cancels this Agreement more than sixty (60) days from the Arrival Date, Guest will receive a refund of amounts paid, less a 10% administrative fee. For Guest cancellations made 59 days or less, all monies are forfeited unless Manager is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Manager will refund amounts paid, less a 10% administrative fee. (c) There are no cancellations permitted within 10 days of Guest Arrival Date. All amounts paid (Reservation Deposit and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit. There will be no refunds made for no-

shows, late arrivals, early departures, COVID or weather-related problems. **Please take out travel insurance so as to avoid those unforeseen moments.**

2. **Damage Repair and Missing Items:** A Damage Repair Waiver is required for all reservations. Manager requires a valid Visa, Master Card, American Express number on file. (See below for credit card information). The Damage Waiver agreement acknowledges that Villa Paradise, LLC will charge Guest's credit card for unintentional damage beyond \$1000 and any intentional damage, theft, unauthorized pets, extensive cleaning required at check-out, smoking, or exceeding occupancy, and any other charges/policies in Manager's Rental Policies and Rental Agreement including any fines imposed on Manager by the Country as the result of violation of any law, ordinance, rule or regulation or any fines or cost levied against Guest or visitors of Guest ("Excess Damage Costs"), to the Rental Property and its contents. Guest will be notified of any Excess Damage Costs in writing. Any Excess Damage Costs will be also charged immediately to the Guest's credit card. Guest, by signing below, assumes full responsibility for any items found to be missing and any damage due to misuse, negligence or action on Guest's or Guest's visitors part, except in the case of normal wear-and tear reported to Manager within 48 hours of Check-in.

3. **Indemnification and Insurance:** Guest agrees to indemnify and hold harmless Manager and the owner of the Property against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property. Guest is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

4. **Liability and Damage:** Guest agrees to defend, indemnify and hold Manager harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

5. **Casualty or Destruction:** (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Guest, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Guest. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Guest and Manager based on the following: No refund is due (or will be made) for inclement weather. It is recommended that Travel or Vacation Insurance is be obtained by Guest. Guest and parties listed above must comply with any mandatory evacuation order.

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### Section 3 – Short Term Vacation Rental Policies

1. **All Rentals are to Families and Responsible Adults Only:** No high school, college or civic groups, chaperoned or not, are permitted. Violation is grounds for immediate eviction. Guest acknowledges that they will personally occupy the property for the entire term and will not sublet any portion of property. Guest agrees that the property shall not be used for any illegal or unlawful purpose. Guest acknowledges that there will be no possession or use of any illegal controlled substances, firearms, or hazardous items on the property grounds. The main renter must be 21 years of age or older.

2. **Documents:** All guests are advised to ensure that all necessary travel documents (passports) to obtain entry into Anguilla and driver's licenses to rent vehicles are up to date.

3. **Swimming Pool, Hot tub/Other activities participated in by Guest: Guest acknowledges, and is fully aware that the swimming pool and hot tub can be dangerous and slippery.** Injury can be caused by careless acts. The undersigned Guest and their visitors accepts and assumes all risks involved in or related to the use of the hot tub and swimming pool, as well as with any other activities participated in while on the premises, including but not limited to: all boating activities (sailing, kayaking, canoeing and the like), fishing, biking, and hiking.

4. **Pets:** Pets are not allowed in or on the Property unless otherwise agreed upon in writing by the Management Company.

5. **Telephone:** Local calls are free. Long Distance to the United States or Canada is free by using NetSpeak. Signs by each telephone give directions on making long distance calls.

6. **Smoking:** Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in a Cleaning Fee to Guest as Excess Damage Cost and will be charged against the credit card on file.

7. **Noise Ordinance(s):** All Guests agree to use common sense in keeping noise volume low after dark. Any police enforcement actions by the Country are at the sole risk and expense of the registered Guest and may result in Excess Damage Cost and/or immediate eviction and forfeiture of all amounts paid.

8. **Access to Property for Showing:** If Property is placed on the market for sale, Guest agrees to allow the Property to be shown to prospective buyer(s) upon reasonable notice to Guest.

9. **Cause for Eviction:** The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking or noise ordinance. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.

10. **Attorney's Fees and Costs:** If Manager employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover deposits not due, Guest shall be liable to Manager for reasonable attorney's fees and costs incurred by Manager.

11. **Short-Term Rental:** It is expressly understood and agreed that this is a short-term vacation rental, and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights in Guest and no rights to renewal or for recurring usage. This Agreement is also neither a Time-Share sale or a Plan of Time-Share Development, nor a Vacation Club.

12. **Falsified Reservations:** Any reservation obtained under false pretense will be subject to forfeiture of Reservation Deposit and Final Balance, if paid, and such party will not be permitted to check in and/or will be subject to immediate eviction with the forfeiture of all amounts paid.

13. **Succession, Assignment:** This Agreement is binding on, and the benefits inure to, the heirs and personal representatives of the parties. This Agreement or any rights hereunder, may not be assigned (in whole or in part) by Guest.

14. **General Terms:** This Agreement is made in, and shall be governed solely by the laws of, the State of Tennessee and Tennessee Statutes. Venue for enforcement shall be Davidson County, Tennessee. If any section, clause, paragraph or term of this Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect. This Agreement is taken in full compliance with federal, state and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap or familial status. Guest is to be mindful that this Property is located in a residential neighborhood. Guest is expected to be courteous to residents and other guests, to be respectful of the rights of others, and to peacefully enjoy the property so as not to be a disturbance to others.

15. **Acknowledgment:** I/We understand and accept the terms and conditions on all pages of this Agreement, and that the following Damage Waiver is part of this agreement.

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

**Note: Please fill out the attached Damage Waiver along with your credit card information**

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

## Damage Waiver

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This damage waiver is part of the attached Vacation Rental Agreement executed by the following Guests:

Damage Waiver Fee Type: [ ] Visa [ ] Mastercard [ ] Amex # \_\_\_\_\_

Expiration: \_\_\_\_\_/\_\_\_\_ Security Code # \_\_\_\_\_ (3 or 4 digits on back of card)

Name on Card: \_\_\_\_\_

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

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By my signature below, I hereby authorize my credit card to be charged for unintentional damage beyond \$1000 and for any intentional damage, theft, occupancy after departure date or departure time, unauthorized pets, excessive cleaning required at check-out, smoking or exceeding occupancy, and any other mentioned charges/policies in Manager's Rental Policies and Rental Agreement including any fines imposed on Manager by Country as the result of violation of any law, rules or regulations or any fines or costs levied for violations of any Covenants or Restrictions by Guest or visitors of Guest ("Excess Damage Costs"). **In addition to damage cost Credit Cards will be charged an additional 5% fee.** My/our signature and initials on this Agreement bears witness to the fact that I/we have read and agree to the Damage Waiver Fee in Section 2 of this Agreement.

Printed Guest Name \_\_\_\_\_ Printed Guest Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_