



TERMS AND CONDITIONS OF AQUAMARE VILLA RENTAL

When you make a request for a rental you will receive an Invoice from us requesting a deposit on the villa you have booked with Aquamare Villas. At receiving the deposit, a Confirmation will be send, this becomes a binding agreement; it states the terms and conditions concerning this villa rental between you (the "Guest") and **Aquamare Villa and Sandy Feet Development Corporation**. Your payment in response to the invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions as printed below and official reservation of your villa. If you have any problems or questions with any of the following, please be sure to phone us for discussion and explanation before you send us your rental deposit.

PAYMENT & CANCELLATION POLICY FOR AQUAMARE

A **50% deposit** of the total rent must be received **5 days** after you received our invoice, in order for the reservation to be confirmed. The Villa will not be considered booked until this step is met. The other 50% of the total rental amount must be received **60 days** before your arrival date. **NO exceptions**. If we do not receive the balance due 60 days before your arrival date, the reservation will be cancelled with the proper cancellations fees applied. If a reservation is cancelled within **30 days** after the deposit has been received there will be a **\$500 managing fee**. Payments can be done through wire transfers or credit card (Visa, Master Card or Amex).

All changes in bookings and all cancellations must be submitted promptly to us in writing by fax or e-mail. A **25%** cancellation fee (calculated on the TOTAL rent) will be charged on all cancellations occurring **160 days** or more prior to your arrival date. A **50%** cancellation fee will be charged on all cancellations made **90 days** prior to your date of arrival. If your cancellation is made within **60 days of your arrival date, there will be no refunds made**. There will be no refunds granted for no shows, late arrivals or premature departures, we will be happy to credit you in a future booking. For stays during the Holiday Season (**December 19 to January 10**), cancellations, made within a six (6) month period prior to arrival date, are non-refundable.

Please send your payments in on time to avoid cancellation of your reservation. If you must change or cancel any portion of the services you have already booked, please notify us IN WRITING (by email or fax.)

In the event of a Force Majeure in the area, like a hurricane, prevents the client from arriving to Aquamare, you can change your reservation for a future date (depending on availability) but you must travel within one year, and no subletting to another party is permitted.

In the event that the Force Majeure prevents the client of having a normal use of the villas and/or prevents AQUAMARE from providing the appropriate offering, we will reimburse the unused portion of the rental. No refunds will be granted unless there is a serious problem which cannot be remedied within 24 hours, and/or which causes the Guest extreme, undue discomfort or serious inconvenience. Guests who abandon their villa without noticing Aquamare Villas agree they have no rights to compensation.

We highly recommend travel insurance!

WE ESCORT YOU TO YOUR VILLA:

Upon arrival either at the Virgin Gorda Airport or Yacht Harbour, you will be meet by our concierge and escorted to your vacation villa.

When you arrive at your villa, you'll be given a walk-through of the property to help get you settled and comfortable. You will also be given an island orientation so you can get around. You'll also have the concierge's phone numbers for contact in case you need anything during your island vacation. Contact us to discuss your arrival details, and instructions.

Land transfers are not provided or included for additional guest's later arrivals or transportation back to the airport or ferry dock upon your departure. We will gladly coordinate these services for you.

If arriving in Tortola, we can gladly coordinate a private water transfer for you. Contact us for pricing.

CHECK-IN and CHECK-OUT TIMES:

Check-in and check-out times are strictly enforced at our villas. Check-in time is **3 pm**. Under no circumstances the Guest or a member of his/her party will be allowed to enter the Villas before 3:00 pm unless otherwise pre-arranged with our concierge office.

Guests must vacate their villas no later than **11 AM**, and. If you would like a later check-out time, you are required to check with our office or with your island manager upon arrival to see if another group is arriving the day you leave. If not, you might be able to stay on later into the afternoon at no charge, but you are required to get prior permission to stay later than the published check-out time. **Late check outs, without the proper approvals will be subject to a charge of one additional night.**

DAMAGE DEPOSITS:

Upon check-in, a \$2,000 damage deposit will be pre-authorized to your credit card and it will be released within **30** days of your departure, provided there is no breakage, damage, missing items, no additional cleaning for villas left abnormally dirty, long-distance calls charged to the villa's telephone, and no other charges incurred before, during or after your stay, still outstanding. All normal utilities (except for long distance phone calls or careless or extremely excessive use of your villa's water supply and electricity) are included in your rental price. You hereby agree to pay Aquamare Villas and Sandy Feet Development Corporation the cleaning or replacement costs for all damages to the property or to the real estate, which may occur as a result of your occupancy. Locked pantries and closets are reserved for the use of the villa owners and are not included in this rental. The Guest agrees to take all reasonable steps to ensure that your family and other guests in your party adhere to the rules and regulations affecting your villa.

IMPORTANT INFORMATION YOU SHOULD KNOW BEFORE RENTING

CAPACITY OF VILLAS:

The total number of persons allowed in the villa at any one time is **restricted to 12 guests including children over two years old.** Toddlers under two years old are not considered in the head count. Please be advised that there is only one crib and one high chair available per villa. Visitors must obtain prior approval and must be registered at the Residence's Manager office. Please be advised that the use of sports equipment, supplies and enjoyment of the beach park area, are for the sole use of paying guests.

NO PETS

Pets of any kind are **NOT** allowed in or on the villa's premises. A pet or evidence of a pet found on premises will cause immediate eviction, and forfeiture of Guest's entire rent and deposit.

NO SMOKING

Smoking is not allowed inside the villa or the rooms. A **\$500** charge will be added to your account for cleaning, deodorizing and disinfecting a room.

QUIET ENJOYMENT:

Aquamare Villas and Sandy Feet Development Corporation wishes to maintain a family and private atmosphere for the quiet enjoyment of Guests. We rent to family groups and responsible adults only; house parties are allowed only with the advance WRITTEN permission from Aquamare Villas and Sandy Feet Development Corporation. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents in the other villas or the neighborhood, particularly after **10 pm** at night. If Guest is found to have had any sort of group gathering for more persons than officially scheduled and paid for at the villa, without Aquamare Villas and Sandy Feet Development Corporation's advance written permission, he will be subject to an additional charge of **\$500** for each occurrence. The villas are an accommodation for sleeping, eating, relaxing, etc. Thank you for respecting other guests.

FAMILY GATHERINGS, WEDDINGS AND PARTIES:

Aquamare Villas is the perfect setting for family gatherings, weddings and private parties. Guests, who wish to celebrate the above mentioned, need to rent **all 3 villas**, and no more than **36 people**, (full occupancy of the villas) will be allowed. When renting all 3 villas, guests must take into consideration that each house was designed for the comfort and enjoyment of a maximum of 12 people each. No one single house can be used as the headquarters for the whole group, due to the fact that each villa only has the resources, facilities and amenities for 12 people. The common area is the beach park.

No equipment's, supplies, towels, dinnerware or flatware are to be moved from one villa to the other. Please refer to the **Event Contract**.

DRUGS AND HAZARDOUS MATERIALS:

Guest and members of his party shall not use or permit to be brought into the villa and its surroundings any illegal substances, flammable fluids or other explosives, fireworks or articles deemed hazardous to life, limb or property.

VILLA KEYS:

Aquamare Villas and Sandy Feet Development Corporation shall charge Guest **\$50** for each lost or mishandled keys.

SAFE BOX

Aquamare offers a safe deposit box in each room. We recommend not leaving any cash loose in the units. The Resort will not be responsible for any loss or theft.

LOST ITEMS

- **In each room there are 3 remote controls for the TV, Dish Satellite and DVD.**
Charge for lost control: **\$100.00 each**
- There are **6 Ipod dock stations** located 1 in each room and 1 in the living room.
Charge for lost dock stations is **\$250 each**
- There is a **Bose radio** located in the living room; charge for the loss of Bose radio is **\$2,000.**

MAID SERVICES

All villas are cleaned just before your arrival and after your departure so that your villa is very clean. Villas include daily housekeeping services in the morning and for turn down. Villas do not include extra maid services.

TIPPING THE VILLA'S STAFF

We are committed to excellent service with a smile and tipping is not mandatory but always welcome to the extent that you consider reasonable. Any food and/or drinks left over will be properly discarded or taken care off by our staff.

WE ARE ENVIRONMENT FRIENDLY

All the water in **Aquamare** comes from a desalinization plant on the premises; and we process all used water and reuse it for irrigation purposes. We strongly advise our guest to be nature friendly, please do not throw any excess paper or sanitary napkins in the toilette and do not throw garbage on the premises, beach park and beach area, as it is illegal to pollute the beach and the ocean. **We also advise to reuse the towels as much as possible; when you're done, leave it on the floor,** this will mean that you want new towels. Always bring back used beach towels to the villas. Beach towels must always be returned to the villa. Also, because Virgin Gorda is such a small island with limited resources and few power supplies, we suggest our guest to **please turn off any unnecessary lights at night.**

POOL SAFETY

No children are allowed without adult supervisor.

No diving

No running, tiles can be slippery when wet

No sitting or standing in the horizon edge. There's a drop-off on the other side.

No glass near pool, this includes beer bottles. There will be a **\$2,500** charge if something breaks and falls inside the pool. This charge covers the cost of emptying, cleaning and fill up of the pool.

Maximum capacity of the pool at any one time is 12 people.

KAYAKS AND WATER SPORT EQUIPMENTS

Snorkeling gears must be washed and return to Aquamare's staff. Aquamare has kayaks for your enjoyment, under the following conditions: life jackets are provided for use with the kayaks and will be worn by **ALL MEMBERS OF YOUR PARTY** while kayaking. Children will not be permitted to use the kayaks unless they are accompanied by an adult. After use, all kayaks must be placed back in the beach park away from the beach entrance. No kayaks should be left unattended at the beach. If a Kayak is lost at sea, a **\$1,500** fee will be charged to your credit card. **Guests are not allowed to take water sports gears outside the premises.**

LIABILITY:

Aquamare Villas and Sandy Feet Development Corporation are acting hereunder as agent for accommodations, and assumes no liability for property loss or damages, nor liability for injury, accidents, delay, or irregularity which may be caused either by reason of defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from their villa. Transportation (airlines, ferries, charter vessels, rental cars and taxis) is supplied by providers who operate independently of Aquamare Villas and Sandy Feet Development Corporation. We assume no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of those providers. Furthermore, Guest is responsible for his villa during occupancy, must close villa's doors securely at all times when not on the premises or during the evening, and must exercise care in securing all personal property. Aquamare Villas and Sandy Feet Development Corporation are not responsible for personal articles left at the villas at any given time. Guests must observe all cautions as given in local contact people. Aquamare Villas are privately owned. Aquamare Villas and Sandy Feet Development Corporation reserve the right to refuse service or rentals to anyone at their complete discretion.

COMPLAINTS AND MAINTENANCE:

Aquamare Villas and Sandy Feet Development Corporation shall make every effort to keep all villas and their inventories in good working order. In case of a maintenance problem, they will strive to repair the problem as soon as possible after being notified. They reserve the right to be allowed several hours (up to 24 hours) to fix a reported problem. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, internet service, water, pool filtration systems, hot tubs, air conditioning, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or damage to their villa **IMMEDIATELY** to us. Aquamare Villas and Sandy Feet Development Corporation staff may enter your villa to perform any repairs as necessary.

RATES AND PRINTING ERRORS:

Aquamare Villas is not responsible for printing errors or inadvertent omissions. All rates are subject to change without prior notice. In any dispute arising out of this rent agreement, the laws of the British Virgin Islands shall apply and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees. This Vacation Rental Confirmation becomes a binding agreement when you send us your rental deposit. **Your sending a payment in response to our invoice constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions** as printed above. If you have any problems or questions with any of the preceding, please BE SURE to email or phone us BEFORE you send us your rental deposit monies.

Please complete and sign the following page and send it back to use via e-mail at info@villaaquamare.com or by fax at 787-725-2552.



Terms and Conditions Agreement

I, _____ have carefully read the above terms, conditions and safety rules and fully accept **ALL RISKS FOR MY PARTY AND TAKE FULL RESPONSIBILITY** for any activity taking place at **Aquamare**. I'll assume **ALL RISKS** from activities involving the kayak equipment and take FULL Responsibility for any other persons sharing this equipment. It is also agreed that under NO circumstances whatsoever shall Aquamare and Sandy Feet Development Corporation, its owners, employees, or suppliers be responsible or liable for any claim, loss, injury or damage. I will be responsible for any damages or loss of the kayaks, water sports equipment, and damages beyond normal wear and tear of the villa's equipment and property. Any damaged caused to the villas and its equipment and property will be charged to my credit card, including the cost of shipping for new equipment or replacement parts.

Accepted by: _____

Date: _____

Signature: _____

Aquamare Representative: _____

Credit Card # _____ Exp. Date _____ MC VISA
 AMEX

Please note that offshore banking practices apply to our Caribbean islands, and NO American debit cards are accepted down here. Please travel with your American Express, Master Card or Visa credit cards or a credit/debit card. There are 2 ATM machines in town, one at First Caribbean and another one at Scotiabank.

We at Aquamare welcome you and hope your stay will be a very pleasant and satisfying one.

Thank you for choosing Villa Aquamare!

Please complete and sign this page and send it back to us via e-mail at info@villaaquamare.com or by fax at 787-725-2552.