



RENTAL TERMS AND CONDITIONS

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 monies.

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 at least **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, check 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 **90 days** or more prior to your arrival date. A **50%** cancellation fee will be charged on all cancellations made **61 to 89 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 late arrivals or premature departures, but we will be happy to credit you for a future booking - but you must travel within one year, and no subletting to another party is permitted. **We highly recommend travel insurance!**

In the event of a Force Majeure, like a hurricane, prevents the client from arriving to Aquamare and/or having a normal use of the villas and/or prevents AQUAMARE from providing the appropriate offering, all funds received from the client will be reimbursed. In case the client has to be evacuated after staying some days in the villa, the refund will be given for the unused portion of the rental.

Finally, 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.) No-shows, late arrivals and early departures after your arrival are non-refundable. 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 permission from Aquamare Villas and Sandy Feet Development Corporation agree they have no rights to compensation.

DAMAGE DEPOSITS:

Damage deposits are fully refundable 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, excluding normal wear and tear. 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. All villas are fully furnished, including an ample supply of bed linens and towels for Guests' use.

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 of theft.

- **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.**

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.

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.

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.

CHECK-IN and CHECK-OUT TIMES:

Guests must vacate their villas no later than **11 AM**, and check-in time is **3 pm**. **Check-in and check-out times are strictly enforced at our villas.** 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 day.** 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.

ENTRY INTO VILLA:

Aquamare Villas and Sandy Feet Development Corporation staff may enter your villa to perform any repairs as necessary.

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.

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. Up to **two** additional guests may be accepted only with a written consent of Sandy Feet Development Corp. and a **\$150.00 US per person per day will apply.** Visitors must obtain prior approval and must be registered at the administration office at Mango Bay Resort. Please be advised that the use of sports equipments, supplies and enjoyment of the beach park area, are for the sole use of paying guests.

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 **9 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 equipments, supplies, towels, dinnerware or flatware are to be moved from one villa to the other. Please refer to the Event Contract.

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.

SOME VERY IMPORTANT NOTES FOR YOUR INFORMATION PLEASE READ CAREFULLY!

2 MONTHS PRIOR TO YOUR ARRIVAL ON VIRGIN GORDA- IMPORTANT! - We need you to sign and return to us the following documents:

**Terms & Conditions
Reservation Contract
Rental and Services Contract**

In the **Reservation Contract and the Rental & Services Contract** please specify your AIRLINE, FLIGHT NUMBER, ARRIVAL AND DEPARTURE TIMES, AND IF YOU WANT A RENTED CAR. Please, email these documents to lizzie@villaaquamare.com; Lizzie is our Guest Coordinator! This is essential! - there are no street addresses in the islands, and you will be stranded at the airport or ferry when you arrive, unless we know when to expect you and can

arrange to have your escort person meet you and lead you to your villa. Always travel with your list of island contact numbers in case of emergencies. And be sure you remember to bring your passport and a photo ID! **IF YOU ARE RENTING and are an AMERICAN CITIZEN, THEN YOUR CURRENT U.S. PASSPORT IS REQUIRED TO GAIN ENTRY BACK INTO THE UNITED STATES.** If your flight is delayed or cancelled while en route, you are **REQUIRED** to contact **Aquamare** so we can notify everyone involved, including your car rental company - failure to do this will result in a **\$50** penalty. You may phone us during daytime hours at **787-531-0232 / 787-461-2638** (Lizzie Paz). Or call at Mango Bay **284-495-5672**.

Our Concierge WILL ESCORT YOU TO YOUR VILLA - You'll be meet upon arrival 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. However, transportation back to the airport or ferry dock upon your departure is **NOT provided or included**. We will gladly coordinate this service for you.

For Tortola and Virgin Gorda arrivals try to schedule your arrival as early in the afternoon as possible, and contact us WELL IN ADVANCE BEFORE YOU TRAVEL to discuss your arrival details, and instructions. We can coordinate for you any water transfers according to the amount of guests in your party.

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. If you would like service more frequently, we can easily arrange maid service for you as often as you wish for an additional charge. Maid service is \$100 for 8 hours services and \$150 for 10 hours. This service is for hotel-type general cleaning and tidying only; any **personal laundry, cooking, or babysitting must be arranged in advance, and prices set according to services required**. We'll be happy to book these extra services for your vacation.

GROCERY DELIVERY and A CHEF FOR YOUR VILLA STAY - With sufficient advance notice, (at least 1 month) we can pre-stock your villa with the food and beverages of your choice. So, especially if you are arriving in the afternoon or traveling with small children, let us deliver your custom grocery order to your villa just before your arrival! This service is well worth the cost, (25% service charge) so you can settle in, unpack and enjoy your villa the moment you arrive. For grocery provisioning and all other such needs, please contact Lizzie Paz (787) 531-0232 / 461-2638.

On Virgin Gorda we have excellent chefs who are available for just one special dinner, to one, two, or three meals a day for the duration of your villa stay. Please contact Lizzie Paz so you can discuss menus, dietary requirements and your grocery shopping list with her. Chefs will require an advance deposit for both grocery shopping and for their cooking. Please remember: all of our chefs book up far in advance, so please plan way ahead.

SPECIAL SERVICES - We can arrange almost any special services you wish, on the island, and also arrange your car rentals (to be delivered to your villa) with ample advance notice - discuss your needs and wishes with us. Our Concierge is the in-house restaurant, activities, and water sports expert; feel free to call weekdays at 284-495-5672. He'll give you information about all island activities such as our yachts rentals, SCUBA diving, massage and spa services, etc., that you might wish to try during your vacation. **All services arrange through our concierge has a 12% service charge.**

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.**

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 Aquamare. 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.**

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.