

# Rental Agreement

## Villa Luna

### SHORT TERM RENTAL AGREEMENT

This Short-Term Rental Agreement (the "Agreement") is made by and between ELODY SAS (the "Owner") and you (the "Guest") as of the date last set forth on the signature page of this Agreement.

For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

### Property

The Property is located at:

Villa Luna  
164 Chemin des Plateformes  
Saint Barthélemy  
French West Indies

The Property is furnished and includes 4 bedrooms, with en-suite bathrooms and dressing rooms, linens, towels, cupboards, a writing desk, a working kitchen and air conditioning. The complete list of amenities is available on the villa website:

<https://www.amidel-real-estate.com>

### Rental Rules

The Guest agrees to abide by the Rental Rules (*Exhibit A*) while at the Property and shall ensure that all members of the rental party and anyone else the Guest permits on the Property abide by the following rules at all times while at the Property.

## **Rental Rate and Fees**

A deposit of 50% of the booking value is due on the day of booking. A booking will not be considered valid until the deposit has been paid.

The full payment is to be paid at least 60 days before the Check-in Date.

If the booking is made less than 60 days before the Check-in Date, then the Guest shall immediately pay the whole amount of the stay on the day of the reservation.

## **Cancellation Policy**

If the Guest wishes to cancel a confirmed booking, written notice of cancellation must be sent to the booking email address. All cancellation notices received will be acknowledged in writing. Holiday and travel insurance, including cancellation cover, is essential for your own protection and we strongly recommend that you and all members of your party be suitably insured.

In the event that the Guest cancels a confirmed booking, the following cancellation fees will generally apply:

<b>Cancellation notice is received</b>	<b>Cancellation fee</b>
More than 60 days before Check-in Date	25% of rental cost (i.e. the Owner keeps half of the deposit)
30 - 60 days before Check-in Date	50% of rental cost
0 - 30 days before Check-in Date	100% of rental cost

## **Insurance**

We encourage all renters, including the Guest, to purchase travel insurance.

## **Payment**

Accepted payment methods: wire transfer, bank transfer. The bank details will be included in the payment invoice, and the Guest will be responsible for the transfer and/or bank fees.

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## **RENTAL RULES**

### **Access**

Immediately upon arrival at your holiday home, please familiarise yourself with the layout of the Property and identify any potential hazards e.g. unexpected steps, slippery surfaces, pool depths etc.

The Property and its facilities are available for the Guest's full enjoyment during the Rental Period. However, the Owner, Owner's Representative, or other staff and contractors may need access to the Property from time to time (e.g. for maintenance purposes to the house, garden, swimming pool, utilities and services, or for the purposes of providing additional services requested by the Guest, etc.). The Guest is required to give them reasonable access to the Property for these purposes.

### **Additional costs**

The cost of electricity, mains water, cleaning and garden supplies, and local taxes are included in rental rates. There are generally no additional costs, surcharges, taxes, staff salaries, or management fees above the price quoted unless otherwise stated in the Property description, the Guest booking confirmation or reservation voucher. If the information in any of these is inconsistent, the most recently issued terms will prevail. Optional additional costs like meals, massages, cigarettes, alcohol, etc., are to be paid directly to the Owner's Representative at the end of the stay.

Typically the provisioning costs will be the Guest's responsibility. Gratuities for household staff are encouraged and normal but are left entirely to the Guest's discretion.

### **Arrival / Departure times**

Typical check-out and check-in times are 11:00 AM and 3:00 PM respectively, unless stated otherwise. The Owner will try to accommodate the Guest's actual arrival and departure times, subject to availability. Please do advise the Owner or its Representative of any changes to the Guest's schedule, so every effort can be made to accommodate them.

### **Damage or Losses**

Any damage or losses caused during the Rental Period, as well as any special cleaning requirements will be the Guest's responsibility and may be charged to the Guest's account. In cases of excessive or unacceptable loss or damage at any time during the Rental Period, the Owner or Owner's Representative may require the Guest and their party (including visitors) to vacate the Property immediately, without compensation or refund.

## **Number of Guests**

The number of persons (adults and minors) staying at the Property must not exceed the maximum number of sleeping places indicated in the booking confirmation and reservation voucher, unless specifically authorised in writing. Exceeding this number may invalidate any insurance policy on the Property. Entry or access to the Property may be refused or limited when the number of guests exceeds the stated requirement. Pets are allowed if mentioned in the reservation and agreed upon in writing in advance.

## **Use of Property**

All bookings are assumed to be for normal holiday purposes only, and the Guest agrees that the use of the Property will be limited to this purpose unless otherwise confirmed in writing. If the Guest is planning to hold an event, such as a wedding or party, which involves having a larger number of people at the Property, or if the Guest is planning to use the Property for a purpose other than holiday, please communicate this to the Owner at the time of booking, as special approval or arrangements may be required. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation.

## **Conduct and Due Care**

The villa is in a quiet residential village. The Guest is asked to respect this and ensure that all guests and visitors of the Property behave appropriately. Illegal or immoral activities are all strictly prohibited.

Smoking is strictly prohibited inside the rooms of the Property.

The Guest is responsible for the behaviour of the guests staying at the Property, as well as visitors to the Property during the Rental Period. Should any guest(s) or visitor(s) not behave in a suitable manner, the Owner or Owner's Representative may, at their absolute discretion, require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the Property immediately, without compensation or refund.

In the interests of safety, due care should be taken in the Property all the time, especially with minors.

Suitable supervision should be given around pools, beaches, roads, and when using all Property's facilities. The Owner declines all responsibilities should any accident happen due to lack of supervision.

## **Valuables and Security**

Any Guest valuables or property left or used at the Property are at the Guest's own risk. The Owner does not accept any responsibility for loss of or damage to Guest's property. The Guest is responsible for the Property during the Rental Period and must ensure that all windows and doors are locked securely when not on the premises. Any reckless act or omission by the Guest, their party and/or visitors which may negate or prejudice the Property's insurance policy and/or result in loss or damage is the Guest's responsibility.

## **Price Fluctuation**

Once the Guest's booking is confirmed, the price of the Guest's reservation is fully guaranteed, even if there are changes in the price on the website after the Guest's booking has been confirmed. In return for this commitment, no refunds will be made for any exchange rate fluctuations that would otherwise reduce the rental cost.

## **Amendments**

In the unlikely event that the Property is unable for any reason (including force majeure) to provide the Guest with the accommodation booked by them, the Owner reserves the right to transfer the Guest and their party to an alternative Property of the similar type and value, in consultation with the Guest. If the price of the substituted Property is less than the original booking, the difference will be reimbursed to the Guest. If the price of the substituted Property is higher than the original booking, the difference may be charged to the Guest. If, however, no agreement can be reached between the Guest and the Owner, then either party may opt to cancel the booking and this Agreement. In that event, the Owner will refund the Guest of all that the Guest has paid them, without further compensation.

## **Complaints**

In order for the Guest's complaint to be addressed, the Guest must communicate any problem whilst on location. If no complaint is reported during the Rental Period, the Owner will assume that the Property was to the Guest's satisfaction and no complaint will be entertained.

## **Disclaimers**

Neither the Owner nor its Representative(s) accept any responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience, or additional expenses incurred by the Guest, their party or visitors regardless of the cause.
- any vehicle or the contents of any vehicle used, hired or engaged by the Guest or their party during the Rental Period;
- inability of the Guest or any member of the Guest's party to enter the location of the Property or stay at the Property for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or
- any delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the Property which make it unsafe or unusable, or any

other circumstances which amount to 'force majeure' or Acts of God, or other events beyond the Owner's control.

In no case will the Owner or the Owner's Representative individually or collectively be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid.

### **Jurisdiction**

This Agreement will be governed by the laws of Saint Barthélemy, French West Indies. In the event of controversy arising from the booking and Property rental that cannot be resolved amicably between the parties, both parties agree to exclusively refer the matter to the Saint Barthélemy judicial system to be resolved finally by arbitration in the English or French language.

By making a booking request of the Property, the Guest agrees that these terms and conditions have been read, understood and have been accepted and agreed to by the Guest without reservation and without exception.

If any of the conditions of this Agreement are, or become, or are deemed to be invalid, or if there is any omission from any terms and conditions, the remaining terms and conditions will remain valid and enforceable and cannot be contested.