

Vista Bahia

610-580-4866 (Host Cell/Sally) 609-385-8708 (Maintenance/John)

Short-Term Vacation Rental Agreement Terms and Conditions

This Short-Term Vacation Rental Agreement Terms and Conditions (the "Agreement") is effective as of the date of first payment toward the booking of the reservation by and between Vista Bahia ("Host/Property Management") and individual(s) who make payment toward booking of the reservation ("Guest(s)"), whether by phone, email, or online. By entering into this Agreement, Guest(s) and Host agree to the limited use and occupancy of the rental unit as described herein. **This Agreement adopts the provisions of FindARentalStJohn.com's Terms of Service (including payment and cancellation policies) for reservations made on their booking platform.**

CHECK-IN and CHECK-OUT:

Check-In = 3:00 p.m. or after;

Check-Out = by 10:00 a.m.

We will enter the unit at 10:00 a.m. for cleaning unless permission has been granted in writing by host/property management for late Check-Out. We will reach out to you on your day of arrival if we can offer courtesy early Check-In prior to 3:00 p.m., or courtesy late Check-Out after 10:00 a.m. on your date of departure.

Not suitable for children or pets. We have cats on the property.

No smoking, vaping, burning, etc. on premises (see more below) – FIRE HAZARD DUE TO DRY CONDITIONS
No parties or events.

SINGLE or DOUBLE OCCUPANCY only. House code and/or keys are not to be shared with anyone else.

DIRECTIONS and ENTRY CODE to the UNIT: To be provided by Host/Property Management prior to arrival (typically within a week of Check-In date).

TRAVEL INSURANCE – As stated multiple times in FindARentalStJohns.com's Terms of Service, travel insurance is strongly recommended; and GUEST(s) shall be responsible to purchase comprehensive travel insurance of their own choosing that best fits their individual needs to cover up to 100% of any and all of their own costs, losses and risks.

TERMS OF USE OF AIR CONDITIONING:

- **CLOSE ALL exterior Windows/Doors *** (completely shut window & door or sensors will trigger turn off)
- **POWER OFF all AC any time you are not at the villa** (or we will remotely power off)
- **LEVEL 3 – Use 2 machines on COOL/Auto. Never run only 1 machine **** (due to large space & high ceilings)

AIR CONDITIONING TEMPERATURE ARE SET TO A RANGE OF 72 AND ABOVE

* Machine(s) will turn off once sensor settings trigger the AC unit(s).

** Level 3/Penthouse, machine will turn off or will go to fan mode.

*** Host reserves the right to override settings at any time to be sure AC is operating according to these terms and settings that would meet the intended requirements for optimal use for the design & space of house.

- When used properly, * and ** will not happen. There is no problem with the AC when this happens, you may hear the machine beep.

This is the programming when the machines are being sync'd if compressor is under stress or if door or window is open.

- When AC is used properly, it can bring internal temperature of rental unit at least 4 degrees lower than your setting.

- When AC is not properly used as outlined here can cause leaking, flooding, damage to walls, baseboards, floors, and unit below;

Therefore, terms of use strictly enforced. No exceptions to this policy. To run AC improperly is not ordinary wear & tear.

- Any signs of leakage, malfunction, or damage, turn off and notify host – do not wait until Check-Out.

- Do not manually adjust machine or vents = damage. Use only remote control.

- These terms are stated here in reservation at booking, as well as in the rental unit for avoidance of any doubt as to clear expectations of how to use the AC properly.

- **Repeated disregard to repeated reminders of agreed terms of use may cause termination of stay and/or claim for damage.**

- If damages hinder same day check-in for another incoming guest you will be charged the amount of the missed reservation due to property and or damages you have caused to the home.

TOILETS, SEPTIC, PROBLEMS & LEAKS. Do not flush anything in toilets other than toilet paper and human waste. If there is a plumbing problem or leaks, please ask for assistance: Do not buy chemicals and attempt to solve the problem yourself. The septic system is very effective; however, it will clog up if improper material flushed in toilets or put down sink drains may be damaging for the septic system installed on this property.

CONSERVE WATER: Rain is our source of water, so conserve. There is no well or public water line. It is not uncommon for St. John to experience drought several times within the year. Villas depend on collecting rain water..

PARKING – Parking for use by GUEST(s) is limited to one (1) vehicle in one (1) parking space per rented unit. Vehicle(s) is to be parked in designated parking space(s) only. Parking on the road is not permitted. Any vehicle larger than a Jeep or 6-person passenger vehicle at the property without written permission of the host/property manager, illegally parked cars, or cars parked in the parking lot without permission of host/property manager subject to towing; and applicable fines/towing and/or fees are the sole responsibility of the vehicle owner or individual responsible under a rental contract for the vehicle.

TRASH REMOVAL BY GUEST– There is no trash pick-up service on the island. GUEST(s) is responsible to collect and remove all trash from the rental unit to the designated dumpsters on the island. For Coral Bay, the trash dumpster is conveniently located at the bottom of our road (Route 108/Costanza Road), make a left at the stop sign at the bottom of Rt. 108, dumpster is located on your right before heading to Centerline Road towards Cruz Bay.

GUEST USE OF UNIT, FEATURES AND AMENITIES: We strive to provide a complete representation of the description and pictures of the unit and its configuration, features and amenities, as well as shared/common areas. Be advised that your rental rate includes use of the unit under the terms of the Agreement, is accepted “as-is” provided at discretion of the owner, and in no way creates rights to alter, re-arrange the unit or its amenities, nor to access areas not specified in the room listing.

- **SHARED AREAS:** Certain areas of the property are shared or common areas with other units on the property (such as parking areas, walkways, exterior stairs, etc.). There are a total of 3 units on property, one of which may be occupied by host/property management.
- **RESTRICTED AREAS:** GUEST(s) shall not access or use areas not described in their booking, including but not limited to: a) areas, accessways, or amenities of the property which may belong to or be a part of another unit; b) maintenance area or closet, or the area below the access-way for level one “Horizon Terrace” (this is for the safety of guests and for the protection of mechanical equipment in these areas); and/or, c) areas which may be locked, described in this Agreement as, or designated ‘private’, ‘no entry’, ‘private use only’ ‘no access’ ‘not permitted’ etc.
- **PRIVATE ENJOYMENT OF OTHER UNITS:** GUEST(s) and any of your guests will respect the privacy and bounds of other units, its features and amenities, its accessways, and privacy of those individuals who occupy them.
- **EMERGENCY and MAINTENANCE:** Guest(s) use of unit shall not prohibit host/property manager or their agent from entering unit in the event of an emergency such as plumbing or roof leaks or floods, fire, preparation for high wind or Tropical Storm or greater for the protection of premises, etc. Host/property manager or their agent shall have the right to enter premises to make inspections or provide necessary services subject to Guest(s) permission (which such permission shall not be unreasonably withheld).
- **TAMPERING WITH DEVICES:** Tampering with any hurricane shutters, smart locks, security devices, smoke detectors, carbon monoxide detectors, air conditioning monitors, noise monitors, door/window monitors, intrusion alarms, security cameras, internet routers, or other like devices will result in a \$500 fine and immediate forfeiture of your reservation without refund.

NO SMOKING, CANDLES, FIRE, CHARCOAL, FLAME, ETC.: There is NO SMOKING permitted anywhere on the property by GUEST(s) or anyone else that the GUEST(s) permits on property. It poses a serious FIRE HAZARD and a danger to community and residential structures due to winds and dry conditions which are often ripe for a mountain-wide fire. No vaping, e-cigarettes, open flame, use of lighters, burning of candles/scents/incense/oils, charcoal, mosquito coils, etc., nor use other household appliances anywhere on the property other than what is already provided within the unit (for example, BBQ grill, flameless candles). Additionally, the smell of smoke may be cause of a future guest not having a smoke-free environment. Should we need to clean or sanitize as a result of a violation of this policy, there is a \$500 charge.

NO RE-ARRANGING OF ITEMS:

- Keep the BBQ grill in the current location which it has been placed on the deck for reasons of fire safety, including not to be anywhere near walls, roof overhang, soffits, fascia and/or railings of the rental unit.
 - The only gas/propane used at this villa is the outdoor gas BBQ. The front control knobs should be turned all the way off after use. Also, turn the gas valve located on the top of the propane tank all the way to the right after use to turn the gas valve off.
- Keep furniture arrangement and arrangement of items in kitchen cabinets as-is.
- Keep household items and furnishings at the property unless they are obviously for use as beach gear (towels, beach chairs, snorkel gear, pool noodles, coolers & beach bags). Furnishings left at the property shall include deck furniture and zero-gravity chairs, rugs, laundry baskets, etc. (for example: zero-gravity chairs, although they recline, are not to be removed from the property as beach sand and salt will cause rusting, breakdown and other undue wear and tear).

ROAD CONDITIONS – While our villa is conveniently located on a fully-paved two-lane road which is immediately accessible to Route 10/Centerline Road (a main road traveling east to west across St. John), we highly recommend four-wheel drive and/or a vehicle with a high wheelbase. Mountain roads on St. John can be curvy and steep, and there may be some dirt, stone, gravel, or only partially paved roads. We do not refund due to road conditions.

SAFETY, SECURITY, and PRESERVATION OF PERSONAL and REAL PROPERTY RIGHTS: Lock all rental unit doors and windows when you leave your rental unit. Showers can pop up quickly and it will rain sideways directly into the house which could cause flooding or other damage in your unit, as well as to unit(s) below. Additionally, on the penthouse/level3/Tradewinds Terrace level, open windows and doors are easily visible from the road so be sure to close and lock them anytime not at the villa. While we are in a low crime area, there is no reason to tempt anyone into entering an open house: Would-be thieves would likely not only attempt to enter one unit, but while on property also break into other units. Keep the property safe and dry for everyone. Guest(s) may be held responsible for loss or damage to property as a result of unlocked or open doors and windows. Host/property manager/owner is not responsible for lost, damaged or stolen items of Guest(s), and any insurance policy that they may maintain does not cover property belonging to Guest(s).

For the safety and preservation of the property, its contents, and the rights of property owners, Guest(s) expressly provides permission for the host/property manager to enter the unit without need of any Guest(s) prior authorization in the following circumstances: 1) to close and lock windows and/or doors left open after Guest(s) exited the property; 2) to turn off Air Conditioning after Guest(s) exited the property; 3) any circumstance that may cause damage or loss to property such as rain damage caused by windows or doors left open, flood, fire, hurricane, tornado, high winds, property damage, etc. or to inspect or assess damage or loss for any reason; 4) annual fire inspections by local authorities; 5) to put furniture or other items from deck inside of rental unit in even of high winds or hurricane; 6) at stated date and time of Check-Out so that rental unit can be readied for next Guest(s), including removal of Guest(s) property and personal items due to failure of Guest to vacate premises at time of Check-Out, which is the effective end time for this contractual agreement; 7) after notification of eviction for termination of reservation due to Guest(s) non-compliance with terms of this Agreement; (8) to inspect, reset, repair or replace sensors for regulation and proper use of air conditioning.

MAINTENANCE of SYSTEMS and FACILITIES: We strive to ensure that all facilities are in good repair, and everything is in working order. It is expected that major systems in and around the rental unit will break down from time to time such as air conditioning, appliances, etc. The GUEST(s) shall provide notice to the host/property manager of leaking faucets, hoses, running toilets, problems with appliances, other maintenance which may be required, or which may impact the next scheduled GUEST(s)' use of the premises as soon as the problem occurs. All reasonable attempts will be made to repair the problem as soon as possible upon notice by the GUEST(s). We assume no liability to GUEST(s) if such should occur as all products have a useful life and break down occasionally. Additionally, there shall be no liability to GUEST(s) for electrical or internet/WiFi outages beyond our control as it is not uncommon to experience occasional local or regional electrical or internet/WiFi interruption in the U.S. Virgin Islands. We cannot control electrical outages or internet quality or speed; therefore, there will be no refunds due to interruptions or speed. We will keep you informed if we get information that an outage is expected to last an extended period of time, however, it is usually resolved in a few hours.

ASSUMPTION OF RISK and INDEMNIFICATION - GUEST(s) acknowledges and agrees that he/she/they: accept terms and conditions within the listing description, our website, and this Agreement, the property, accommodations, amenities, and facilities (collectively, the 'Rental Property Property'); are voluntarily participating in use of the Rental Property and hereby assume any and all risk arising from their reservation or use or occupancy of the Rental Property. Guest(s) are responsible for the safety of themselves, their children, their guests and/or their guests' children, invitees, and any third party providing a product or service to GUEST(s) (for example: chef, massage therapist). GUEST(s) expressly agrees to release, waive, discharge, indemnify, defend, hold harmless, and covenant not to sue Vista Bahia, their hosts, managers, owners, agents, officers, staff, affiliates, associates, employees, assigns, successors, directors, shareholders, members, transferees, licensees (herein referred to as "Agents") and/or their respective parent and subsidiary company's Agents from and against any and all claims, demands, losses, liability of any kind and character, damages, liabilities, harm, illnesses, injuries, accidents, including death, suits, cause of action, costs and expenses, including legal fees and expenses, to person or property sustained by GUEST(s) and/or any of GUEST(s)' invitees, including cost of defense, arising out of reservation or in any way connected to the GUEST(s) or use or occupancy of the premises. The hosts/managers/owners are not responsible for direct, indirect, incidental, special or consequential damages, acts, events or omissions occurring in, on or about the Rental Property, or arising out of or in any way related to GUEST(s) reservation or use or occupancy of the Rental Property, GUEST(s) breach of any term thereof, or related to a breach of any obligation, warranty, representation, covenant set forth herein, or any work, activity or thing done, permitted or suffered, including third-party materials, products, or services. For example: with regards to walkways, driveways/parking, sidewalks, stairs, decks, railing, flooring, ingress and egress, pool/hot tub areas, etc. surfaces may be uneven or slippery if wet; caution should be exercised near or when approaching deck railings, stairs, landings, walkways; appliances and water coming from faucets may be hot. This list is not all-inclusive but indicates some of the hazards that may be found, so it is advised to always use caution inside and outside of the unit at all times. GUEST(s) agrees that anyone else that the GUEST(s) permits on the property to always abide by the rules at all times while on the property. Please be sure to always lock the rental unit windows and doors and secure your personal belongings, both in any rental unit and rental vehicle. We are not responsible for lost or stolen items. GUEST(s) shall be self-informed of weather forecasts (including NOAA advisories) and travel precautions and/or requirements for the territory they are traveling to and from (including CDC.gov); and, in the case of an impending weather event prepare themselves in advance with food, water, and other necessities. Company will not refund for circumstances out of our control or unforeseen circumstances including, but not limited to: weather or Natural Events as described herein, road conditions, utility shortage or outages, transportation disruptions and cancellations, travel advisories and restrictions, health advisories, quarantines, local business shut-downs, changes to applicable law, undisclosed Third-Party Bookings, exceeding the number of agreed upon guests or parties, and government mandates (like evacuation orders, border closures, prohibitions on short-term rentals, and shelter-in-place requirements, etc.).

INTENDED USE AS A VACATION RENTAL: Any occupancy will be in the form of a vacation rental only and not constitute a permanent or primary residence by Guest(s), nor other intent to make the property their household, or commence tenancy or a landlord-tenant relationship. Assignment, subletting rental arbitrage, mortgage or pledge of the premises by any party except the host/property manager/owner is not allowed. Any form of occupancy other than a dwelling for short-term vacation rental shall be found to be adverse to the intended or permitted use, and adverse to the interest of the property owner, and shall be subject to forfeiture of all amounts paid, and the party will not be permitted to check in. Upon discovery GUEST(s) and their guest(s) will immediately vacate the premises upon demand, may result in eviction from the premises

without notice, and/or may result in incurring additional charges. GUEST(s) agree to be responsible for any and all fees incurred by host/property management/owner. Such form of adverse occupancy may also include, but shall not be limited to: tenancy or residency; social events or unauthorized gatherings or organizing; club meetings; weddings; engagement parties; bachelor or bachelorette parties; other unauthorized parties; corporate events; political assembly; activist meeting or assembly; religious assembly; protests; any sales or trade, legal or otherwise; or for any unlawful purposes.

FALSIFIED RESERVATIONS – In addition to the language stated in Company's Terms of Service, Vista Bahia considers a falsified reservation as any reservation adverse to the "Intended Use as a Vacation Rental".

THIRD PARTY BOOKING – It is understood that a person who makes a reservation, shall also be a Guest who shall be present for the entire duration of the stay (including overnight stay). Where a person making a booking is not intending on their being present as a guest for all or part of the duration of the reservation, and instead would like to make a reservation on behalf of others (or intends to break the single or double occupancy rule under a Falsified Reservation): any such reservation must be expressly disclosed by guest by making a written request to host/property manager immediately at the time of the reservation (including names, ages and ID of the intended other guests); AND, such request must be subsequently permitted in writing at the discretion of the host/property manager on a case by case basis. Note that host/property manager does not intend for occupancy other than single or double occupancy, so requests will most likely be declined in all cases. The policies stated under this clause are to deter: parties occupying the unit in any manner other than described in this Agreement; occupancy other than single or double occupancy, Third Party Bookings, and Falsified Reservations.

ADDITIONALLY, the person making the reservation on another's behalf shall be counted as one of the guests on the reservation, because by nature of this agreement, the person making the booking and entering into this Agreement would have a right to access and/or to stay overnight at the rental unit for all or part of the reservation, *REGARDLESS of whether that person will exercise the option to do so or not. FOR EXAMPLE: As a single or double occupancy unit, the maximum persons included on a reservation is two (2), and the person making the booking is "GUEST 1". Under the standard single or double occupancy rule, GUEST 1 can have one other person as part of the reservation as "GUEST 2". Any additional guests beyond "GUEST 1"* and "GUEST 2" will be an additional \$100 per person per day/night for each guest above 2 people as follows:

TERMS OF ANY WRITTEN APPROVAL FOR THIRD PARTY BOOKING SHALL BE AS FOLLOWS:

- 1) Person making booking will be counted as "GUEST 1";
- 2) One additional person is permitted and will be counted as "GUEST 2";
- 3) Any additional individual(s) on property or as overnight guest shall be counted as "GUEST 3", "GUEST 4", and so on;
- 4) Each guest after GUEST 1 and GUEST 2 must pre-approved in writing by the host/property manager and be paid in advance of the Check-In date on reservation;
- 5) GUEST 1 agrees to pay \$100 per GUEST 3, GUEST 4 and so on, per day/night each night of reservation booking;
- 6) Verification of name, age and government ID for GUEST 3, GUEST 4 and so on will be required;
- 7) There shall be no other changes to the number of additional guests after written approval and payment at time of booking;
- 8) Any guests found to be on property other than what was initially agreed in writing; GUEST 1 agrees to pay \$100 per day/night for each additional guest; and/or subject to terms under Falsified Reservations;
- 9) This clause is subject to the Falsified Reservations clause in the event that there is any indication of a party or Guest attempts to modify or change the reservation after agreed-upon terms have been confirmed at time of booking reservation;
- 10) The individual making the booking (GUEST 1), regardless of whether they are on the property for all or part of the overnight stay, agrees to be responsible for anyone else who occupies or visits this property during the term of this Agreement, and any damages, injuries, or incidents.

EXCESSIVE NOISE: This villa is located in a quiet residential neighborhood. Please be aware that some neighbors to this villa are renters and some are permanent residents. We ask that the peace and privacy of any of the neighbors within and around this villa be respected at all times. Any violations of the policy will be subject to forfeiture of all amounts paid, and the party will not be permitted to check in, upon discovery will immediately vacate the premises upon demand, and/or may result in eviction from the premises without notice. The manager/owners have no control over and are not responsible for excessive noise arising from neighbors or surrounding area, including but not limited to construction, dogs, road noise, social gatherings.

DRONES: Subject to applicable law, and for the privacy of other guests on the property, Guest must get prior approval of host/property management before flying the drone and pre-arrange for an appropriate time. Drone operator must be properly licensed, and is wholly responsible for any violation of applicable laws. Guest agrees to provide a copy of any drone footage of the house to host/property manager.

WRITTEN REVIEWS: Guest(s) provides permission to host/property manager to use or duplicate their written review as feedback for other future guests.

TERMINATION OF STAY: Vista Bahia reserves the right at its discretion, including under V.I. Code tit. 27, § 407 (2019), to evict or terminate an individual's stay where deemed necessary as a result of terms and conditions stated herein are not fulfilled by Guest(s) or through unacceptable behavior or as a result of actions which are likely to endanger or offend others. In such circumstances, any outstanding account must be settled, and no refunds will be made. Further, should Guest(s) violate this contract/house rules or terms, Guest(s) agrees to forfeit their ability to leave a public review.

NATURAL EVENTS and HURRICANE SHUTTERS: In the event of an impending or past natural storm, disaster, or other occurrence (example: including, but not limited to, hurricane, earthquake, tsunami, etc.) where the local government or whether authority advises travelers, tourists, hotel or guest house occupants, and/or non-residents to evacuate the area and/or seek shelter in a location identified within the local territory, Guest(s) must comply and vacate the rental property and not return until the territory has deemed it safe to do so. In the event Guest(s) refuses any part of the foregoing: 1) host/property manager/owner is not responsible for the safety or loss to Guest(s) or their property; 2) host/property manager/owner is not responsible for finding Guest(s) alternate arrangements for accommodations or any related costs; and, Guest(s) will be responsible for a daily/nightly rate of stay of \$500/night for each day/night they remain at the rental property effective as of the same date such local advisory goes into effect.

- During the evacuation period, Guest will be refunded for the number of nights not stayed at the villa under the reservation by their original method of payment.
- Electrical outages are expected. Guest(s) should keep abreast of weather forecasts and prepare themselves with food, water, and other necessities in advance of such event.
- In the event of a tropical storm or greater, hurricane shutters may be rolled down at the host/property managers' discretion, and will roll them back up when winds are no longer a problem. Keep windows and doors closed once hurricane shutters are in place.
- **The hurricane shutters require a special tool that shall only be utilized by the host/property manager. Guest(s) shall not attempt to roll them down OR up at any time to prevent damage.**

WRITTEN EXCEPTIONS - Any exceptions to terms of this agreement must be approved in writing in advance. Failure of Host/Property Management to enforce any provision of this Agreement will not be deemed a continuing waiver or a waiver of any other provision and shall not limit the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

LAW - This agreement shall be governed by the laws of the U.S. Virgin Islands. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in U.S. Virgin Islands, as applicable, for any matter arising out of or relating to this Agreement.

BINDING EFFECT – The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

DISPUTE RESOLUTION: The parties agree that they will use reasonable efforts to resolve any dispute with Host/Property Management that may arise in an amicable fashion. If the parties are unable to resolve such dispute within thirty (30) days after initial notice, either party may, by notice to the other, have such dispute referred to a senior officer of each party. Such officers shall attempt to resolve the dispute by good faith negotiation within thirty (30) days after receipt of such notice. If the designated officers are not able to resolve such dispute within such thirty (30) day period, then the parties shall select a mediator to aid them in the dispute. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a party. Any mediator so designated must be acceptable to both parties. **WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND HOST/PROPERTY MANAGEMENT AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY.** The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The parties will share the fees and expenses of the mediator equally.

ATTORNEY'S FEES AND COSTS: If Host/Property Management employs the service of an attorney to enforce any conditions of this Agreement to collect any amounts due, the eviction of the Guest(s) or those individuals invited by Guest(s), or because Guest(s) takes any action to recover deposits not due, Guest(s) shall be liable to Host/Property Management for reasonable attorney's fees and costs incurred by Host/Property Management. Any litigation arising out of this Agreement, except for actions by us to enforce payment of our rates and services, must be filed within one year from the completion of the Agreement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgement you obtain shall be limited in amount, and shall not exceed the amount of the rate and/or services charged by us and paid by Guest(s).

INCORPORATION BY REFERENCE: With exception of the provision within this agreement herein in titled, "LAW", all definitions, terms, provisions and agreements set forth in the Company's website Terms of Service are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this agreement are inconsistent with the Company website Terms of Service, the terms set forth Company's Terms of Service shall apply. Any capitalized terms not otherwise defined in this agreement shall have the definitions set forth in the

Company's Terms of Service. The Guest acknowledges that he/she has read, understands, and accepts the Company's Terms of Service, and agrees to be bound by all terms and provisions of the Terms of Service, in addition to this agreement.

ENTIRE AGREEMENT and SEVERABILITY – By making a reservation, GUEST(s) accepts the terms and conditions under this Rental Agreement for use and occupancy of the premises between the parties. There shall be no other promises, conditions, understandings or other agreements, whether written or oral, relating to the subject matter of this Agreement and that of the booking website Terms of Service. If any portion of the Agreement is unenforceable, that portion shall not affect the applicability or validity of any other portion of this Agreement. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Agreement and any modifications, including photocopies or facsimiles or electronic signature, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one GUEST, all GUESTs or intended GUESTs are jointly and severally liable under this Agreement. In the event of a conflict among the terms of this Agreement and Terms of Service of the booking platform website, the booking platform website Terms of Service shall prevail.

ACKNOWLEDGEMENT - I, or we, the GUEST(s), hereby certify and consent by completing payment to reserve the unit as of the date of the reservation booking (whether by phone, email, or online) that I/we have read the entire listing, accept and agree to the terms and conditions, and will comply with them during the course of the vacation rental. Further, should Guest(s) violate this contract/house rules, Guest(s) agree to forfeit their ability to leave a public review.