

# Andante

*By the sea*

St. John, U.S. Virgin Islands

## RENTAL AGREEMENT

**Date:**

Thank you for choosing *Andante by the sea*. We are so excited about your upcoming trip to St. John! Please thoroughly review your confirmation for accuracy of dates and rates quoted. Read through the following arrival guide. It has some very important tips that will make your vacation run smoothly! After reviewing, please initial where appropriate; sign the bottom and return to us to confirm that the information is accurate and that you understand and agree with the policies outlined below. It is the responsibility of the guest(s) to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter, hereinafter referred to as "Guest", and Rich Johnson and Marilyn P. Griffin, herein referred to as "Owner(s)".

Please contact Luciah Polius of Caribbean Sun Vacations ([caribbeansunvacations@gmail.com](mailto:caribbeansunvacations@gmail.com)) immediately to arrange for car rental, excursions and any services you may wish at the Villa, and to inform her of your flight arrival information. Caribbean Sun Vacations (Luciah and Jay Polius) is our property management company and they will be your contacts for setting up all your needs prior to your arrival and will serve as your contacts for any problems or questions that arise while you are on St. John. Even if you do not yet know your airline information, make an initial contact with them as soon as possible. Luciah will be in touch with you shortly prior to your arrival to coordinate arrival details. As soon as you have arrived in St. Thomas, call Luciah (340-227-5246). After collecting your luggage take a taxi to Red Hook. Call your Luciah once more, before you board the ferry to confirm which ferry you will be taking. Luciah or Jay will welcome you at the St. John ferry dock in Cruz Bay and take you to the jeep rental. Look for a Caribbean Sun Vacations welcome sign. You will then be escorted to *Andante*.

**IN THE EVENT THAT YOU HAVE ANY CHANGES OR DELAYS IN YOUR FLIGHT NUMBER OR ARRIVAL TIME, YOU MUST CALL OR TEXT LUCIAH IMMEDIATELY ! YOU WILL NOT BE MET AT THE FERRY AND YOUR JEEP RENTAL MAY BE CANCELLED UNLESS YOU NOTIFY THEM.. A CARIBBEAN SUN VACATIONS STAFF MEMBER IS SCHEDULED AROUND YOUR INTENDED ARRIVAL TIME, SO PLEASE NOTIFY THEM OF ANY CHANGES!**

***Please be sure to review your THIS RENTAL AGREEMENT carefully! Fill in airline information, initial that you have reviewed our policies below, sign the line marked "guest signature", date it, copy for your records and mail the original along with your deposit check, to us at:***

*Andante by the Sea*

c/o Marilyn Griffin and Rich Johnson  
145 Princeton Rd.  
Chestnut Hill, MA 02467.

***We regret that facsimiles do not always reproduce well, so please make sure to either return the original signed document by mail or send a high quality scan by email. Documents and any outstanding payments must be returned within 7 days of receipt to guarantee reservations and rates quoted to you. Thereafter reservations and rates will no longer apply.***

Marilyn Griffin & Richard Johnson  
145 Princeton Rd  
Chestnut Hill, MA 02467  
[www.andantebythesea.com1](http://www.andantebythesea.com1)  
[relax@andantebythesea.com](mailto:relax@andantebythesea.com)

617-721-5521 (c)

617-232-7723 (H)

pg. 1

# Andante

By the sea

St. John, U.S. Virgin Islands

Andante by the sea

CHECK IN DATE		CHECK IN TIME IS 4 PM
CHECK OUT DATE		CHECK OUT TIME IS 10 AM
AIRLINE ARRIVAL FLIGHT/TIME		PLEASE FORWARD AS SOON AS AVAILABLE
# OF GUESTS		
# Bedrooms		
RENTAL AMOUNT	\$0.00	
12.5% VI HOTEL TAX	\$0.00	
<b>TOTAL</b>	<b>\$0.00</b>	
<b>Schedule of Payments</b>		
First Payment Received, Thank you	\$0.00	
Second Payment due :	\$0.00	
<b>TOTAL</b>	<b>\$0.00</b>	
Damage Waiver Fee By CC Due:	\$75.00	
<b>PAYMENT DETAIL &amp; SCHEDULE</b>		

\*\*\*Please note, Andante is always thoroughly cleaned between Guests. However, in order to allow for sufficient time for additional disinfection, according to CDC recommendations, during the Pandemic, we are extending check in time to 4 pm. As the situation warrants, we may change back to our original check-in time of 3PM. We ask for your patience and apologize for any inconvenience while we try to insure your safety.

## PAYMENT SCHEDULE

At least half of the total balance must be received one week after the reservation has been made. Final payment of the balance must be received 60 days prior to your arrival. In the event of last minute bookings, made less than 60 days prior to arrival, payment in full must be made immediately by check, and forwarded by overnight delivery, or by credit card,(with a 3% convenience fee) to secure confirmation. Reservations for last minute bookings made within 3 weeks of arrival must be made in full by credit card (with a 3% convenience fee) to secure confirmation. At the time of the final payment (or full payment in the case of last minute bookings) a \$75 charge to your credit card will be made for the damage waiver fee, as described below

Marilyn Griffin & Richard Johnson  
145 Princeton Rd  
Chestnut Hill, MA 02467  
[www.andantebythesea.com2](http://www.andantebythesea.com2)  
[relax@andantebythesea.com](mailto:relax@andantebythesea.com)  
617-721-5521 (c)  
617-232-7723 (H)  
pg. 2

# Andante

*By the sea*

St. John, U.S. Virgin Islands

## CANCELLATION POLICY:

All rental charges (less any taxes) are non-refundable unless the owner or owner's agent is able to re-rent the villa during the period reserved. In the event the villa can be re-rented, a handling charge equal to 10% of the total rental fee will be deducted. In addition, all other fees incurred in rebooking the villa, including but not limited to advertising, discounts offered or commissions paid, will be deducted. No-shows, late arrivals, a reduction in the number of persons in Guest' group, and early departures after arrival are non-refundable. *I have reviewed and understand this cancellation policy. Initial Here \_\_\_\_\_*

**During your stay, in the event of very severe weather resulting and the need for evacuation of homes in the immediate area, as deemed necessary by municipal authorities, our property managers will make all reasonable efforts to find alternate safe accommodations or to arrange for evacuation whichever is appropriate and allowed by law.**

**We are not responsible for Airline changes, cancellations, acts of terrorism, global peril or personal emergencies and no refunds or adjustments will be offered in these or any other events. We and our property managers will work diligently to re-rent the villa in the event you must cancel so that you may receive a partial refund or credit towards a future stay. To guard against such an eventuality, and to help insure that you obtain a refund quickly, you should purchase "Cancel for Any Reason" (CFAR) trip cancellation insurance. I have reviewed and understand this policy, Initial Here \_\_\_\_\_**

**The 2017 Hurricanes brought into sharp focus the need for trip cancellation insurance. The COVID-19 Pandemic emphasized the limits of regular trip cancellation insurance and the need to purchase CFAR for future travel. As a small business, we have taken pride and worked hard, over the 20 years of Andante's history, in keeping Andante affordable for all of our Guests. We are unable to absorb the costs of non-coverage. We ask our Guests to take that responsibility and are strongly urging that all Guests purchase CFAR trip cancellation insurance for their stays, at the time that they reserve with us. While CFAR insurance purchase is not mandatory, we will continue to adhere to our established cancellation policy for all future rentals.**

We **highly** recommend that you purchase Cancel for Any Reason (CFAR) Trip Cancellation insurance for *all* dates of travel, not only during hurricane season. Our experience has been that the most frequent causes for cancellation have *not* been weather related, especially during the recent pandemic.

More information about CFAR trip cancellation insurance, can be found on line.

**Please be sure to purchase a policy that offers "Cancel for any Reason." The extra expense is worth covering the cost of your hard earned vacation / have reviewed and understand this policy. Initial Here \_\_\_\_\_**

## LIABILITY WAIVER & RELEASE

By acceptance of this rental agreement, Guest(s) agree that participation in any activity while at *Andante* is voluntary and performed at the sole risk of the Guest(s). Guest(s) acknowledges that they have been fully informed by Owners or Owners' agent about the villa layout; occupancy limitations; Pool and hot tub use and safety rules; a description of the path to the Beach and Hart Bay Beach and the appropriate use of the path. Guest acknowledges that they have had a detailed discussion with the Owner or agent in regards to the safety protocols incorporated at Andante, to assure Guest, staff and VI resident safety against contracting the Corona Virus. Guest agrees to indemnify and hold harmless Owner and Caribbean Palm Properties from and against any claims or liability for injury or illness to Guest(s) or any other person occupying Rental Property (except for personal injury caused by the grossly negligent or intentional acts of the Owner or Caribbean Sun Vacations) resulting from any cause whatsoever including, but not limited to, injury or illness sustained as a result of use of the villa, hot tub, sauna, whirlpool tub, pool, sidewalks, trails or passageways to Hart Bay Beach. See the villa Information booklet for more information in this regard. Guest(s) further agree to indemnify Owner and Caribbean Sun Vacations for any claim or liability for damage or theft of property incurred or sustained by Guest(s).

Marilyn Griffin & Richard Johnson  
145 Princeton Rd  
Chestnut Hill, MA 02467  
[www.andantebythesea.com3](http://www.andantebythesea.com3)  
[relax@andantebythesea.com](mailto:relax@andantebythesea.com)

617-721-5521 (c)

617-232-7723 (H)

pg. 3

# Andante

*By the sea*

St. John, U.S. Virgin Islands

Any damages (other than those due to an act of God) to the villa or its contents during Guest occupancy period, are the responsibility of the Guest(s).

In the event the villa becomes unavailable due to its sale or irreparable damage by an act of God, Caribbean Sun Vacations will make all reasonable efforts to offer Guest(s) a similar property. If similar accommodations cannot be found, a prorated refund or a rescheduled stay will be arranged, based on the number of days of occupancy prior to the Villa becoming unavailable. ***I have reviewed and understand the policy above. Initial Here \_\_\_\_\_***

## **EARLY ARRIVAL/LATE DEPARTURE:**

In order to be prepared on turnover days for incoming Guests, we cannot accommodate early arrivals or late departures. Because the villa is needed fully unoccupied for incoming Guests, luggage cannot be stored either before arrival or after departure. If you anticipate an early arrival or final departure late in the day, contact Lucia Polius as soon as possible. She will make all reasonable efforts to help you to make other arrangements, but we do not guarantee that this is always possible.

***I have reviewed and understand the policy on early arrivals and late departures. Initial Here \_\_\_\_\_***

## **DAMAGE WAIVER FEE**

We require a \$75 non-refundable Damage Waiver Fee for all reservations. The fee is in lieu of a damage deposit and covers accidental villa damage or loss up to \$500. The fee does not cover acts that are intentional or due to negligence, disregard of clearly posted cautions, willful/wanton conduct, or any cause if Guest fails to report the damage/loss before final departure from the villa. It will also not cover damage due to Guest failure to remove trash and leave the villa in a reasonable state of cleanliness as outlined below and in the villa information booklet. If damage occurs during your stay, Guest must notify Caribbean Sun Vacations (340-227-5246) or Owners (617-721-5521) immediately to have the damages/loss covered. Theft or damage of any property owned by or brought onto the premises by a Guest is not covered under this fee. If malicious, negligent or intentional Guest damage occurs, the Guest credit card will be charged for full replacement costs.

At the time of payment of the Damage waiver fee, at least 60 days prior to arrival, Guest will forward a credit card authorization form for the \$75 damage waiver fee, using a credit card that will be valid at the time of the visit to St. John. In the event that damages not covered by the damage waiver fee occur, during the Guest's stay, the Guest will be contacted within 5 days of the departure with documentation and extent of the damage and the amount of the additional charges that will be charged to that card.

Guests are advised that personal items lost or stolen are not the responsibility of the Owner. Guest will have a set of keys and will be solely responsible for locking of the home and for safekeeping their personal valuables during their visit. *Lost keys will be subject to a fee of minimum \$75. I have reviewed and understand the paragraphs above, Initial Here \_\_\_\_\_*

## **MOVEMENT OF FURNITURE AND ACCESSORIES**

Movement of any furniture or accessories, including linens, from indoors to outdoors is absolutely prohibited. Rearrangement of any furniture within the villa, other than dining room chairs or small occasional tables is prohibited, unless prior written authorization has been obtained from either Owners or property managers. Any damages incurred from these actions will *not* be covered by the damage waiver fee and will be charged directly to the Guests. ***I have reviewed and understand the paragraph above. Initial Here \_\_\_\_\_***

Marilyn Griffin & Richard Johnson  
145 Princeton Rd  
Chestnut Hill, MA 02467  
[www.andantebythesea.com](http://www.andantebythesea.com)  
[relax@andantebythesea.com](mailto:relax@andantebythesea.com)  
617-721-5521 (C)  
617-232-7723 (H)  
pg. 4

# Andante

By the sea

St. John, U.S. Virgin Islands

## TRASH REMOVAL/VILLA CONDITION AT DEPARTURE

Guests are expected to remove their garbage from the villa and take it to the nearest trash receptacle daily. Your Greeter will point these out to you upon your orientation. This is a necessary part of living in the Tropics. Failure to remove garbage upon departure will result in a minimum \$75 charge to the Guest. The villa should be left "broom clean" and all soiled dishes loaded into the dishwasher, upon Guest departure. However, it is unnecessary for Guests to do any cleaning over and above this. **I have reviewed and understand the paragraphs above.**

**Initial Here** \_\_\_\_\_

**VILLA CAPACITY** – The number of Guests permitted in the villa during this stay is set forth on page 2 above. If this number should change, please notify us immediately so that we can adjust the rate. If you decide to bring extra Guests at the last minute without notification, you will be charged the full rental cost of the villa or \$400/person more, whichever is greater. Furthermore, any damage or excess cleaning costs incurred due to occupancy of the villa above the permitted number, or in subsequent written agreement between Owner and Guest, will be subject to charge. **I have reviewed and understand the paragraphs above. Initial Here**

\_\_\_\_\_

**SERVICE AND REPAIRS** - We reserve the right to enter the premises when the property or systems are in need of repair. No refunds will be made for minor Guest inconvenience. Caribbean Sun Vacations will make all reasonable efforts to expedite parts replacement and schedule repair work to minimize disruptions for Guests. A schedule of regular maintenance (gardening, pool maintenance, pest control) is included in the Andante villa information booklet.

**SERVICE INTERRUPTIONS**- We cannot promise that there will be no interruption for services over which we have no control. These include, but are not limited to: electrical service, telephone connections, cable, internet service or satellite television. Caribbean Sun Vacations will make all reasonable efforts to restore any interrupted service issues as quickly as possible. No refunds or adjustments will be made for these interruptions.

**VIOLATION OF AGREEMENT**– If Guest(s) violates any of the conditions of this Agreement, Owner or Caribbean Sun Vacations may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the Premises immediately and forfeit all rents, taxes, fees and deposits.

**I have reviewed and understand the policies above. Initial Here** \_\_\_\_\_

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

**Print Name** \_\_\_\_\_

The Caribbean Sun Vacation staff looks forward to meeting you and making your vacation the most memorable you have ever had. Have a safe trip!

Marilyn Griffin & Richard Johnson  
145 Princeton Rd  
Chestnut Hill, MA 02467  
[www.andantebythesea.com](http://www.andantebythesea.com)  
[relax@andantebythesea.com](mailto:relax@andantebythesea.com)  
617-721-5521 (C)  
617-232-7723 (H)  
pg. 5