

Caribbean Wind Rental Agreement

Virgin Gorda Villa Rentals is a property management company based and registered in the British Virgin Island. In these General Policies, "You / Your" represents the Guest / Customer, "Us" refers to Virgin Gorda Villa Rentals and "Partners" represents any Travel Service, Wholesaler or other booking services that markets and sells the products or services of Virgin Gorda Villa Rentals.

VILLA RESERVATION / CANCELLATION POLICY

To secure your reservation: 50% deposit is required at the time of booking, we accept Visa, Master & American Express cards. 100% of all fees is required for Booking made with in 90 days of arrival. If you intend to make payment via Cashiers Check or Wire Transfer, please contact us directly via our contact information. (Email: vgvrbvi@gmail.com or tele: +1 (284) 542-4011) If sending a Cashiers Check, it must be received within 14 days after the booking. The balance is due 90 days prior to your arrival. A 4% credit card charge is levied only for the final balance being paid by credit card. May we suggest an alternative payment by International Money Order or Cashier's Cheque, sent to us via Priority Mail ONLY: Virgin Gorda Villa Rentals, PO Box 304039 VDA, St Thomas, US Virgin Islands 00803- (as mail service can take up to 1 month).

Cancellations Occurring:

61 Days and Over = No Cancellation Fee

46 - 60 days prior to date of arrival = 75% Cancellation Fee

45 days or less prior to date of arrival = 100% Cancellation Fee

All cancellations must be received in writing. There will be no refunds for late arrivals or premature departures. Cancellation Fee is calculated on the Gross amount of the Booking. You may wish to obtain trip cancellation insurance, available through your travel professional.

TAXES & FEES

Virgin Gorda Villa Rentals will charge Hotel & Accommodation Tax at the rate of 10% on the total of your daily rates.

Admin Fee of 12% is also charged on the total of your daily rates. This fee is non-taxable. If a discount is provided, Admin Fee is charged on the rate had there been no discount given.

Gratuity is not included in the rates provided and it is at your discretion.

DAMAGES

Virgin Gorda Villa Rentals does not collect a damage deposit in advance for your stay. However, guest will be financially responsible for any damages to the villa or surrounding property. The value of such damages will be charged to guest's credit card on file. Some homeowners will require a deposit and this will be communicated to you in advance.

HEALTH & SAFETY

The Guest hereby acknowledges and agrees to abide by all Laws of the Territory, and not limited to Health & Safety regulations as prescribed by the British Virgin Islands. You also agree to follow any Health & Safety guidelines as prescribed by Virgin Gorda Villa Rentals in relation to your health and the health and welfare of others.

MARKETING & PROMOTION

You reserve the right to opt out of Virgin Gorda Villa Rentals and its Partners usage of your contact information for any marketing campaign or promotion, which may include third party marketing campaign. Contact information for this purpose is limited to your name and email address only. These marketing tools will be limited to digital marketing and will include but not limited to email and social media campaigns.

LIABILITY / DISCLAIMER

The information, pictures, product or service displayed on Virgin Gorda Villa Rentals Web Page or Partners Web Page may include inaccuracy or error.

Virgin Gorda Villa Rental does not guarantee the accuracy of, and disclaim all liability for any errors or inaccuracies relating to the information provided.

In no event shall Virgin Gorda Villa Rentals or its Partners be held liable for any direct or indirect, punitive, incidental, special or consequential damages, injury or property loss that may occur either before, during or after the guest's rental period.

INDEMNIFICATION

You agree to defend and indemnify Virgin Gorda Villa Rentals and its

Partners and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of these General Policies. or
- (ii) your violation of any law or the rights of a third party.

You hereby consent to the exclusive jurisdiction and venue of courts in The British Virgin Islands, in all disputes arising out of or relating to the product or service provided by Virgin Gorda Villa Rentals.

You are considered to have agreed to the terms and conditions in this rental agreement upon your submission of a payment to Virgin Gorda Villa Rentals or its Partners.