

STONEGARDEN COTTAGE
SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Cynthia Muilenburg (“*Homeowner*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. Guest agrees to fill out this Rental Agreement, Addendum, and Hot Tub Release and Waiver, sign and send back to Homeowner within 72 hrs. at this address: stonegardencottage@gmail.com. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property.** The property is located at 10-23 Estate Carolina, Coral Bay, St. John, US Virgin Islands and consists of the _____ (please specify Upper Level or Whole House) of a wood and stone cottage. The property is furnished and includes appliances, linens, furniture, beach equipment, as specified on the cottage website.
2. **Rental Party:** The rental party shall consist of Guest and the following persons (please indicate the persons age if under age 18):

3. **Maximum Occupancy and added charge:** The maximum number of guests in the property is limited to **4 adults and 2 children under 18** in the Whole House and **2 adults and 2 children under 18** persons in the Upper Level. **Special charge for substituting an adult for a child:** There will be a \$50 per night charge added per adult substituted for a child, with a maximum of 4 adults allowed in the Upper Level and 6 adults allowed in the Whole House at any given time.

4. **Term of the Lease.** The lease begins at 4 p.m. on _____ (the “*Check-in Date*”) and ends at 10 a.m. on _____ (the “*Checkout Date*”).

5. **Minimum Stay:** This property requires a 5 night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 5 days, the guest will be charged the 5-night rate.

6. **Access:** Homeowner will provide to Guest arrival instructions by email 1 week prior to your arrival which will include the cottage manager’s contact information. First time guests will be met in person by a greeter, shown the cottage, and given the keys on their arrival day. Guest shall allow the cottage manager, homeowner, landscaper, handyman and pest control service representative access to the property for purposes of landscaping, repair, maintenance and inspection. Homeowner and all agents shall exercise this right of access in a reasonable manner, giving Guest at least an hour of notice.

7. **Rental Payments:**

- a. **Initial Rental Deposit:** A deposit of 50% of the total rental amount quoted, not including Damage Deposit, is due within 3 days of booking.
- b. **Final Rental Payment:** Payment in full of the balance of unpaid rent, tax and fees, including \$300 Damage Deposit, shall be due 60 days prior to the Check-in Date.

The damage deposit shall be refunded within 10 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest’s stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform manager immediately.

9. Cancellation Policy: If Guest wishes to cancel his/her reservation,

- a. For guests booking directly with the owner of the cottage: 75% of the rental amount paid will be refunded (rental amount paid LESS a 25% cancellation fee) if cancelled before 60 days prior to the Check-in Date; additionally, 0% will be refunded if cancelled within 60 days prior to the Check-in Date. However, your payment could be refunded, less the 25% cancellation fee (as noted above), if we are able to re-rent the cottage during your rental period. We do everything we can to help fill dates that must be cancelled.
- b. For guests who booked through an online reservation site (VRBO, Expedia, Airbnb, etc.): please refer to the cancellation terms offered on our listing at the time that you booked (our policies and fees may vary slightly from site to site, and are subject to change).

10. Insurance: We encourage all renters to purchase traveler insurance to cover your rental should you need to cancel.

11. Payment: we accept online credit card payments through Paypal.com. or payments through our online partners (Expedia, VRBO, AirBnb, etc.)

I agree that a portion or all rental monies may be non-refundable per cancellation policy above, depending on if and when I cancel my reservation. I have read my rights to purchase travel insurance. I have read this rental agreement in its entirety and agree to its terms.

Signature of Guest

Date

Name of Guest

ADDENDUM

*Thank you for your interest in booking **Stonegarden Cottage** for your upcoming vacation on St. John, USVI. We would like to ask you a few questions to help us create your reservation. If you a returning guest, you need only supply new information. We request that you reply with your information within the next 72 hours, however, we realize that many of our guests have busy schedules, so we will contact you if we don't hear back from you. Thank you!!*

Thia & Raf Muilenburg, Owners

1) Your address

2) Your cell phone # and carrier

3) 2nd cell phone # and carrier

4) Arrival airline, flight # & time info. (if you know it)

5) Your Car Rental Agency

6) Do you need us to make/set up an extra bed for you? If so, please check the bed(s) needed:

1 bunk bed _____

2 bunk beds _____

Queen sofa -bed _____

Toddler / kids air mattress _____ (\$25 extra charge)

**RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT for HOT TUB USE
at Stonegarden Cottage, 10-23 Estate Carolina, Coral Bay, St. John , USVI
To be Signed by Each Adult Staying in The Cottage**

IN CONSIDERATION OF the risk of injury that exists while using the HOT TUB, including approaching it (on and off stairs and landings), stepping into and out of it, soaking in it, and other involvement in any use made of the HOT TUB (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, personal representatives, executors, administrators, assigns, guests, children, heirs, and next of kin, (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Rafael and Cynthia Muilenburg, of 980 Mill Creek Drive, Palm Beach Gardens, FL 33410 and 10-23 Estate Carolina, Coral Bay, St. John, (hereinafter "Rafael and Cynthia") and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively, "Releasees"), from any physical or psychological injury that I may suffer as a result, direct or indirect, of my participation in the Activity.

I HEREBY acknowledge that upon entering the hot tub area, I will continuously thereafter, thoroughly inspect such area. My continued presence constitutes an acknowledgment that I have inspected this area and find and accept such areas as being safe and reasonably suited for the purposes of the Activity. I further agree and warrant that if, at any time, I feel or think anything to be unsafe, I and all guests will immediately leave the area and advise Rafael and Cynthia or their representatives.

I am voluntarily participating in the Activity and I am participating entirely at my own risk. I am aware of the associated HOT TUB RISKS which may include but are not limited to drowning, heat exhaustion, heat stroke, skin/ear/bladder/lung or other infections, chemical burns or irritations, physical/psychological injury, pain, suffering, illness, disfigurement, disability, economic or emotional loss, paralysis or death.

I understand that these injuries or outcomes may arise from my own or others' negligence, including that of the Releasees, or from the conditions at the Activity location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity. Some of the known risks and precautions are noted below, and I have read and understand these:

- Pregnant women, unaccompanied children aged 12-18, children under the age of 10, and those with heart disease are NOT ALLOWED IN THIS HOT TUB.
- Please help KEEP the hot tub CLEAN and CLEAR: We have provided an outdoor shower near the hot tub for this purpose.
- PLEASE SHOWER before you get in to get off most particles, sand, sunscreen, seaweed, oils, cosmetics and hair and skin products.
- If you are taking medication of any kind, or being treated for diabetes, low or high blood pressure, strokes, epilepsy, weakened immune system or other conditions, or are a frail elderly person, consult your physician prior to use of the hot tub.
- It is advised to limit your soak in the hot tub to no more than 15 minutes at a time. If you overheat and faint, you can drown.
- Avoid overheating: Get out if you feel dizzy, overheated, nauseous, or unwell.
- Check the temperature. Do not get in if over 104°.
- Stay hydrated by drinking water before getting into and while using the hot tub.
- IMPORTANT: minimize alcohol use while in the tub to avoid injury by slipping, falling, blacking out, etc.
- If the water looks murky or needs to be cleaned, alert the manager.
- No glass containers, shoes, street clothes in or around the hot tub.
- Do not use soap and shampoo while INSIDE the hot tub.
- Do not urinate or spit into tub; no "adult activity" while inside the hot tub.
- Don't get in tub if you have open sores or wounds, or cuts, or diarrhea.
- DO NOT JUMP INTO THE HOT TUB; do not splash the water in or out of the tub.
- Do not sit, lay or stand on the hot tub cover – it will collapse into the hot tub.
- Turn off the hot tub completely and close the lid when you are finished to protect the water and save energy. (A circulation jet will usually remain on after you turn the jets off and close the tub lid; it will shut itself off eventually, and you may hear the jet come on periodically during your stay.)
- Be careful when getting in and out so you don't slip and fall: hold on to the railing and enter on the left / front side of the tub.

I FURTHER AGREE to INDEMNIFY, DEFEND AND HOLD HARMLESS the releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity involving this Activity on behalf of the Releasees. In the event that I should require medical care or treatment, I authorize Rafael and Cynthia or their representatives to provide all emergency medical care deemed

necessary, including, but not limited to, first aid, CPR, use of an AED, emergency transport, and sharing of medical information with emergency personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I hereby acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Rafael and Cynthia and their Releasees from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Rafael and Cynthia for personal injury or property damage. To the extent that statute or case laws does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Rafael and Cynthia and Releasees.

I agree that this Release shall be governed for all purposes by United States Virgin Islands law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. This waiver and release of liability shall remain in effect for the duration of my participation in the Activity, during this initial and all subsequent events of participation.

In the event that any damage to equipment or facilities occurs as a result of my or my family's, guests, or agents' willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

In the event that any provision contained within this Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

All adult guests are required to sign below. Once the form is completed, please email it to us at stonegardencottage@gmail.com. Thank you!

Print name_____ Sig_____ Date_____

Print name_____ Sig_____ Date_____

Print name_____ Sig_____ Date_____

Print name_____ Sig_____ Date_____

Print name_____ Sig_____ Date_____

Print name_____ Sig_____ Date_____