

VILLA SOLEIL: LEASE AGREEMENT

This lease agreement is made and executed on _____(date), by and between Villa Soleil of St. Croix, United States Virgin Islands (referred to as "owner"), and _____(Lessee)

The parties agree as follows:

1. Owner agrees to rent to lessee the property known as 132 Judith's Fancy, Queen's Quarter, St. Croix, USVI, together with furniture and furnishings per inventory posted on the property by owner for a period of _____ days, beginning on _____ and ending at _____. At such time lessee shall quit and surrender the premises in as good a state and condition as they were at the start of this lease, reasonable use and wear and damages by the elements excepted. Lessee hereby specifically agrees that in the event of any departure later than 11 a.m. on the date indicated, Lessee shall pay a late fee of \$100 for each hour of fraction thereof they continue to occupy the premises.

2. **Lessee shall pay a security deposit in the amount of \$ 500.00 USD.** The deposit shall be refunded within 60 days after the premises have been vacated, provided, however, extensive cleaning costs (owner assumes cleaning time of ten hours) have been deducted, as applicable, all sets of keys have been returned, telephone obligations have been cleared, as applicable, and the premises are left in the same condition as received, normal wear excepted.

3. **Lessee shall pay rent as follows:** 1/2 of the weekly rental is due one day after reservation is made to hold reservation. Balance of rent, security deposit, and applicable taxes are due eight (low season) or twelve (high season) week's prior to date of occupancy. If reservation is made less than eight weeks (low season) or twelve weeks (high season) before date of occupancy then full balance is due within one day after reservation.

Should lessee fail to utilize this reservation, Villa Soleil retains all funds received, other than the security deposit, as liquidated damages unless the villa is re-rented at the same rate for the same time period. If the latter occurs, [owner] retain only a \$100.00USD administrative fee. In the event the owner for any reason deems the premises uninhabitable for the time period specified all monies shall be refunded, without interest, to the Lessee.

4. The costs for water, heat, air conditioning, television, trash collection, gardening, pool service, local telephone service and other maintenance shall be at the expense of owner unless otherwise specified. Long distance telephone calls will be paid for by lessee or deducted from the security deposit before it is refunded.

5. The premises are rented for use as a residence for not more than 14 persons unless prior permission is given by the owner.

6. Lessee has been advised that Villa Soleil has a second story deck, and non-gated pool area and agree to advise all residents and guests of such hazards and take all reasonable precautions in use of such. Lessee agrees to indemnify and save owner and its affiliates harmless from and against any and all claims, actions and suits and from and against any and all liabilities, losses or damages and expenses of every nature and characteristic, in each case including, without limitation, the reasonable fees and disbursements of counsel to owner, arising out of lessee's occupancy of the premises, including, without limitation, those arising out of carelessness, negligence or improper conduct which may result in harm or injury to lessee.

7. Lessee shall keep no domestic or other animals on or about the premises without prior approval of the owner and extra security deposit of \$500.00 USD.

8. (a) Lessee shall not disturb, annoy, endanger, or inconvenience neighbors, nor smoke cigarettes inside the house, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises. Lessee shall not use or possess illegal drugs on the premises or permit lessee's guests to use or possess illegal drugs on the premises; and

(b) Lessee covenants that Lessee will carefully and economically use the items of personal property detailed in inventory at Villa Soleil as that inventory currently exists and as it may be amended from time to time. Lessee further covenants that Lessee will not transfer the use or possession of such items of personal property, or any part of such property, to any person or persons whomsoever, without the prior, express, and written consent of lesser; lessee will promptly repair all injury and pay all damages that may happen or accrue to such property, or any part of such property, during the term of this lease; lessee will not remove or allow any of such personal property to be removed from the demised premises to any other place (removal from danger by fire excepted), without the prior, express, and written consent of lessor; lessee will not encumber or allow any liens to be attached to the personal property; and lessee will at the termination of this lease surrender the personal property detailed in inventory or any amended schedule to lessor or lessor's agent in as good a state and condition as when the items of personal property were received, ordinary wear alone excepted.

9. Lessee shall obey the rules and regulations posted on the premises and those of any homeowners' association applicable to the premises.

10. (a) Lessee shall keep the premises clean and in good condition, free of trash, garbage and other waste and all pipes, wires, glass, plumbing and other equipment and fixtures in good condition and shall pay for any repairs and replacements caused by accident, negligence, or misuse by lessee or lessee's guests; and

(b) After owner's determination of the amount reasonably necessary to provide for the cleaning of the premises at lessee's departure, over and above normal cleaning time (estimated to be 10 hours), including drapes, furniture, and appliances, or to replace any inventoried item, the remainder of the security deposit, if any, shall be returned to lessee without interest. Lessee stipulates that Lessee will notify owner of any missing or damaged items upon arrival or as soon as possible.

11. Lessee shall not make any alterations to the premises, including, without limitation, painting the premises or changing or adding locks, without the prior, express, and written consent of owner.

12. With lessee's permission, which shall not be withheld unreasonably, owner or owner's agent shall be permitted to enter the premises to make repairs and to show the premises to prospective tenants or purchasers. In an emergency, owner or owner's agent may enter the premises without securing prior permission from lessee, but shall give lessee notice of such entry immediately thereafter.

13. Lessee shall not let or sublet all or any part of the premises nor assign this lease agreement or any interest in this lease agreement nor permit any other persons other than those already known to owner to occupy the premises without the prior, express, and written consent of owner.

14. Lessee agrees to vacate the premises in a timely manner if the arrival of a hurricane is imminent. Lessee agrees to indemnify and save owner and its affiliates harmless from and against any and all claims, actions and suits and from and against any and all liabilities, losses or damages and expenses of every nature and characteristic, in each case including, without limitation, the reasonable fees and disbursements of counsel to owner, arising from natural disasters.

15. In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

16. Any holdover after the expiration of this lease agreement by lessee with the consent of owner shall be deemed a day-to-day tenancy and not a renewal of this lease agreement, subject to the late provision of (1).

17. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of St. Croix, USVI. The lessee hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

18. If any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision or this Lease Agreement in any jurisdiction.

_____ Signature (lessee) _____ Signature (owner) _____ Date

VILLA SOLEIL: PRIVACY POLICY

At Villa Soleil we respect your privacy and appreciate the trust you place in us. Therefore, we do not share, sell, copy or in any way distribute the personal information we are given, other than that necessary to process your payment. We do maintain a list of those people who have expressed interest in renting Villa Soleil or who would like to receive notices of upcoming events or rate discounts. To be removed from this list at any time just send a reply email with the words "please remove" in the subject line.

VILLA SOLEIL: APPLICATION (PAGE 1 OF 2)

Name:
Address:

Home phone:

Work phone:

Cell phone:

Dates Requested:

Total number of guests:

1/2 of the weekly rental is due one day after reservation is made to hold reservation. Balance of rent, security deposit, and applicable taxes are due eight (low season) or twelve (high season) week's prior to date of occupancy. If reservation is made less than eight weeks (low season) or twelve weeks (high season) before date of occupancy then the full balance is due within one day after reservation.

Rate: _____
8% tax: _____
Security Deposit.: _____
Total: _____
Total Received: _____
BALANCE DUE: _____

Thank you for your rental deposit of _____. The full amount of the rent, tax, and security deposit is due eight (low season) or twelve weeks (high season) prior to date of occupancy. This date is: _____.

Should you fail to utilize this reservation, Villa Soleil retains all funds received, other than security deposit, as liquidated damages unless the villa is re-rented at the same rate for the same time period. If the latter occurs, we retain only a \$100.00USD administrative fee. In the event the owner deems the premises uninhabitable for any reason for the time period specified all monies shall be refunded, without interest.

Please return this signed application and liability release with balance due. We cannot send you written confirmation of your reservation until all of these items have been received.

Please make check payable to: Villa Soleil and mail to:
Villa Soleil
C/O Melissa Hofstetter
5813 S. Danube St.
Aurora, Co. 80015

The security deposit of \$500USD is fully refundable within 60 days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced, there are no long distance phone charges, all sets of keys have been returned and all terms of this agreement are met. There is a \$100USD fine for each hour, or fraction thereof that vacationer stays after the contracted departure time. There is a \$15USD/hour charge for each hour, over and above 10 hours, for cleaning Villa Soleil after applicants departure. There is a fee of \$50.00 for every set of keys not returned. Applicant is liable for all replacements and repairs needed to attain the same condition as when occupancy commenced. Any applicable charges will be deducted from security deposit.

_____ **Guest Signature** _____ **Owner Signature**

Would you like to pay the balance when due with a credit card. **Yes or No** If yes please include the credit card information.

Card # _____

Type of card _____

Name as it appears on the card _____

Expiration date _____

Signature _____

VILLA SOLEIL: APPLICATION (PAGE 1 OF 2)

Guest name: _____

We expect _____ in your party. Please let us know which bedrooms you would like ready on your arrival.

- _____ MB (Queen)
- _____ Upper bedroom _____ Full 1 _____ Full 2
- _____ Upper bedroom (Queen Futon/Couch)
- _____ Lower master (Queen)
- _____ Lower 2 twin beds
- _____ Lower Queen Futon

___ Sets of keys requested (up to 4)

How did you hear about Villa Soleil? _____

If on the web, what internet site? _____

Please initial you received:

Sent:

Helpful hints letter _____	_____
Lease agreement _____	_____
Application _____	_____
Directions letter _____	_____
St. Croix This Week or Explorer _____	_____
Information letter _____	_____