

Sample Sales Confirmation

Tuesday, May 09, 2012

Note: This is a sample guest contract and is standard for most but not all of the properties we book. Because all villas are individually owned, some villas may have slightly different terms than listed below. Ask your VIVA! Villa specialists for a specific villa contract for complete and current terms relating to that home.

CONFIRMATION - Page 2 Confirmation # E2A8C
***XXXXXXXX Check-in Date: 5/9/2012 # of Adults: 5; # Children: 0**

Payment/Cancellation Policy and Liability Release “Guest” is hereinafter defined as the signer and any spouse, child, invitees, personal representatives, heirs, executors, administrators, agents or assigns. Guest agrees to the terms of this policy by act/submission of their initial deposit for the property. Villas may be rented to parties under 25 years of age only at the discretion of VIVA!.

Total Booking Charges (less any taxes) are non-refundable unless VIVA! is able to re-rent the amenities reserved, less a 20% handling charge of the total rental. Guests are encouraged to purchase travelers insurance, especially when traveling during hurricane season, July-November. For more information, see www.vivacations.com. Our wonderful location puts us at risk for hurricanes. Guests may need to be evacuated for their safety. VIVA! is not responsible for airline changes, the cost of alternate accommodations or cancellation fees and no refunds/adjustments can be offered in this event. If the home reserved becomes unavailable due to its sale or irreparable damage by an act of God, VIVA! will make every effort to re-reserve a similar property. If similar accommodations cannot be found, a refund will be issued. This villa is to be used by the maximum number of Guests listed on this contract only. Guests agree to adhere to rental policies published on our website and villa rules posted at the villa. Any villa function such as a dinner party, wedding, reception, etc. require prior written consent of VIVA! and Guest must pay a function fee (up to \$3000) plus an event security deposit. Guest will pay any fines or penalties resulting from non-compliance. All caterers working in the villa must be pre-approved by VIVA!, be fully licensed, and insured.

Guests are advised that lost or stolen personal items are not the responsibility of VIVA!/the Owner. Guest will have a set of keys and will be solely responsible for locking of the home and the safekeeping of personal items during their visit. Any damages to the villa or its contents during the occupancy period caused through Guest actions or negligence are the responsibility of the Guest. Guest shall reimburse VIVA! for all damages/costs above the amount of the security deposit. Guest shall hold VIVA!/Owner harmless from all claims or causes of actions arising from the rental and occupation of the residence. Participation in any activity while at this villa is voluntary and performed at Guest risk. Guest agrees to release, discharge and hold harmless VIVA!/the Owner from any/all liability, loss, damages, costs and expenses (including attorney’s fees), claims, suits and demands arising from any accident, injury, loss (personal or physical) or damage whatsoever, during Guest stay at this villa. Guest agrees to waive any right to bring a legal action arising out of or relating to participation by Guest in any activities or use of the equipment, facilities or any services provided. This waiver includes but is not limited to use of all equipment, recreational facilities, pool, hot tub, residential areas, sidewalk/paths, trails or passageways to the villa.

Guest understands that VIVA Villas, Inc. is acting hereunder as agent for accommodations, and assumes no liability for property loss or damages, nor liability for injury, delay or irregularity which may be occasioned either by reason of defect in any vehicle or the acts of any company or person engaged in conveying passengers to or from their villa. Transportation (airline, ferries, charter vessels, rental cars and taxis) is supplied by providers who operate independently of VIVA! Villas, Inc. We assume no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of these providers.

I have read the above confirmation and accept the conditions of this agreement and I understand that VIVA! Villas strongly recommends the purchase of travelers insurance. I agree with all of the contents of my confirmation.

Guest Signature _____ **Date:** _____
XXXXXXXXXXXXXXXXXX

Please provide the following information as soon as you have it. We need this information in your files:

Arrival Information - (Airline Name; Flight #; Arrival Time on St. Thomas):

Departure Information - (Airline Name; Flight #; Departure Time from St. Thomas):

Cellular/ Pager #: _____

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Car Rental Information - (Vehicle Company; Vehicle Type; Name On Vehicle Booking):

Bed Configuration: _____

Number of bedrooms to prep: _____