

**RENTAL POLICY FOR VISTA CIELO
ST. JOHN, U.S. VIRGIN ISLANDS**

By renting and occupying VISTA CIELO, a fully furnished property owned by VENTURES CARIBE 23, LLC (“Owner”), you (“Renter”) agree to, and shall abide by, the following rental policies (the “Rental Policies”).

ADVANCE RESERVATION DEPOSIT. VISTA CIELO is rented at a rate based upon occupancy as published at www.usvihomerentals.com, plus the Virgin Islands Hotel Tax of eight percent (8%), to be paid as follows: fifty percent (50%) of the total due shall be paid in the form of a reservation deposit at the time of reservation; and the remainder shall be paid no less than sixty (60) days prior to check-in. Rates are subject to change at any time without notice.

CANCELLATIONS. In the event all of the rental is not paid as required above, or in the event Renter for any reason cancels the reservation less than sixty (60) days prior to the commencement thereof, Renter shall forfeit all sums paid to Owner through such time, and the reservation shall be cancelled, null and void, and of no further force or effect, and Renter shall not be permitted entry to VISTA CIELO. Failure to pay the full fee as required above will be considered a cancellation and will result in forfeiture of any sums previously paid. No refunds will be given for late arrivals or early departures. If Owner cancels this reservation, due to no fault of Renter, during Renter’s stay for a reason including, in Owner’s sole discretion, inclement weather, reimbursement on a pro-rated basis will be made; provided, however, no refund is due (or will be made) for inclement weather, unless (a) the state or local authorities orders a mandatory evacuation in a “Tropical Storm/Hurricane Warning” area and/or (b) a “mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning” in the US Virgin Islands. In such instance, Owner will refund (1) any unused portion of rental fee from a guest currently registered, (2) any unused portion of rental fee from a Renter that is scheduled to arrive and wants to shorten the stay to arrive after the Hurricane Warning is lifted, and/or (3) any advance rental fees collected or deposited for a reservation that is scheduled to arrive during the “Hurricane Warning” period. Renter and all other occupants of VISTA CIELO must comply with any mandatory evacuation order. Renters are encouraged to purchase travelers or vacation insurance.

CHANGES. Any changes to the reservation made more than sixty (60) days prior to arrival will not be penalized. Any changes made within sixty (60) days of arrival that result in a shortened stay or change of dates will result in a loss of the reservation, the reservation deposit and rental fees unless a replacement rental is received. If not made within the appropriate time frame, cancellations or early departures for any reason (including weather) will not warrant any refund of rent or reservation deposit. All cancellations will result in a 15% service fee whether or not a replacement rental is obtained.

FALSIFIED RESERVATIONS. Any reservation obtained under false pretense will be subject for forfeiture of advance reservation deposit and/or rental money and the party will not be permitted to check in or may be asked to vacate without a refund.

CHECK-IN / CHECK-OUT. Check-in is at 4:00 p.m. on the first day of your reservation; check-out is at 10:00 a.m. on the final day of your stay. Due to a need to professionally clean VISTA CIELO, check-in and check-out times must be strictly enforced. If Renter checks in before the date and time set forth above, an additional full day’s rental will be charged, payable upon check-in. Check out after the time set forth above without prior written approval from Owner, and payment of a late check-out fee, in Owner’s discretion, will incur an additional full day’s rent.

FEES. Owner requires a \$500.00 security deposit and a valid Visa, Master Card, American Express, or Discover Card number on file prior to access to VISTA CIELO, per the attached Schedule A (the “Credit Card”), and any sums due hereunder shall be paid by Credit Card. Renter acknowledges that Owner will charge for repairing or replacing damage, if any, to the house, outbuildings, grounds, furnishings, or personal effects of Owner, theft, unauthorized entry into locked portions of VISTA CIELO, pets, early check-in or late check-out without prior approval, extensive cleaning at check-out, smoking, exceeding occupancy limitations or parking limitations, any fines imposed on Owner by a third party as a result of the violation by Renter or guests or visitors of Renter of any law, ordinance, rule, or regulation, or any fines or costs levied against Renter or guests or visitors of Renter, or the cost of any other violation(s) hereunder (such charges referred to as “Damage Costs”). Any Damage Costs will be deducted from the security deposit and/or charged to Renter’s Credit Card at Owner’s discretion, and Renter shall be notified of same in writing. Except in the case of normal wear-and-tear reported to Owner within eight (8) hours of check-in, Renter assumes full responsibility for any items found to be missing and any damage due to misuse, negligence, or action on Renter’s or Renter’s guests’ or visitors’ part, and authorizes the charge for Damage Costs to the security deposit and/or on Renter’s Credit Card. Any unused security deposit will be refunded after departure.

ARRIVALS. A representative from VISTA CIELO will call Renter prior to arrival, and will be at the Cruz Bay dock to greet Renter upon arrival at St. John Island. The greeter will escort Renter to Renter’s vehicle rental company where Renter will

complete vehicle rental transaction and then pick up Renter will pick up guests and their luggage. Any late-night arrivals (after 8:00 p.m.) will be charged a late pick-up fee of \$100.00. Renter will then follow the greeter to VISTA CIELO for a thorough overview of VISTA CIELO. Due to liability restrictions, greeters are not permitted to carry Renter, guests or their luggage in greeter's vehicle. Renter is advised that VISTA CIELO contains a gas stove and cook top, gas grill, and other gas powered items and Renter agrees to seek help from the greeter and/or management if the proper operation of such items is not fully understood. It is expressly understood and agreed that this is a short-term vacation rental, and is not a lease or other long term residential tenancy agreement. This only licenses Renter to use VISTA CIELO for the stated term. It creates no property rights in Renter and no rights to renewal or for recurring usage. VISTA CIELO is neither a time-share sale or a plan of time-share development, nor a vacation club.

SHOWINGS AND SALE. Renter acknowledges that VISTA CIELO is listed for sale by Owner during the term hereof, and that Owner and/or Owner's agents shall have the right to show VISTA CIELO to prospective purchasers and agents during the Renter's stay at VISTA CIELO, after reasonable advance notice is given to Renter. Further in the event Owner sells or enters into a contract to sell VISTA CIELO prior to Renter's stay, Owner reserves the right to cancel the reservation and Renter shall receive a full refund of the deposit paid to date.

LAWS. Renter agrees to comply with all sanitary laws, ordinances and rules affecting the cleanliness, occupancy and preservation of VISTA CIELO during the term of the rental. This includes the island-wide sound ordinance which requires loud noises and music to be ended by 10:00 p.m.

USE AND OCCUPANCY. Renter shall use VISTA CIELO exclusively for a private vacation residence for occupancy by no more than six (6) persons, unless otherwise specified herein, and Renter shall not make any alterations to the house, outbuildings or grounds. The Renter must be at least twenty-five (25) years of age and will be held responsible for all other parties and/or guests of Renter for compliance herewith, with listed policies, ordinances, rules, and regulations, and for any loss incurred by Owner or to VISTA CIELO due to vandalism or the acts or inactions of said parties. The maximum number of off-street parking allowed at VISTA CIELO at any one (1) time is two (2) vehicles. Renter covenants that Renter shall not commit nor permit a nuisance in or upon VISTA CIELO, that Renter shall not maliciously or by reason of negligence damage the house, outbuildings or grounds, and that Renter shall not engage, nor permit any member of Renter's family, nor any guests or invitees, to engage in conduct so as to interfere with the comfort and safety of residents of adjacent buildings. Renter acknowledges that VISTA CIELO is located in a gated residential neighborhood. Renter shall be courteous to residents and guests, respectful of the rights of others, and Renter shall not be noisy or commit any other nuisance, nor breach any of the rules or regulations of the gated community. Renter shall, at reasonable times, give access to Owner or his agents for any reasonable and lawful purpose. Except in situations of compelling emergency and showings as per above, Owner or Owner's agents shall give the Renter at least 24 hours' notice of intention to seek access, the date and time at which access will be sought.

WASTEWATER SYSTEM. VISTA CIELO is equipped with an aerobic wastewater treatment system. Renter agrees to follow the procedures and rules regarding wastewater and the wastewater system. Renter shall not put any non-biodegradable items or other prohibited items listed below in drains including the kitchen and bathroom sinks and toilets. Non-biodegradable items includes cigarette butts, match sticks, diapers, feminine hygiene products, condoms, hair, coffee grounds, rags, paper towels and bandages. Other prohibited items includes grease, oil or fats, pesticides or chemicals of any kind whatsoever, paints, thinners, medicines, antibacterial soap, laundry detergents, bleaches, disinfectants or citrus products of any kind whatsoever. The kitchen sink does NOT have a garage disposal and all food waste shall be placed in solid waste disposal.

CARE AND DAMAGES. Renter agrees to take good care of the furniture, carpets, draperies, appliances and other household goods, and the personal effects of Owner, and further agrees that Renter will deliver up same to Owner in good condition at the end of rental. VISTA CIELO is inventoried and inspected before and after each stay. Renter agrees to be personally liable for any and all damage to the residence and/or its contents during Renter's stay in the event same is caused by Renter's misuse, waste, or neglect. In addition to all sums and/or items listed anywhere else within these Rental Policies, Renter authorizes the use of the Credit Card for damages, including but not limited to:

- a) Damage done to the residence or its contents, including linens.
- b) Missing items upon departure.
- c) Debris, garbage, and discards not placed in proper containers.
- d) Soiled dishes not placed in dishwasher.
- e) Exceeding the maximum occupancy of the residence.
- f) Evidence of smoking in the residence, for which Owner may charge up to \$1,000.00.
- g) Residence left in an excessively untidy and/or dirty condition.
- h) Stains to carpets, upholstery, countertops, or soft goods within the residence.

- i) Damage to air-conditioning apparatus, electric and gas fixtures and plumbing work.

HAZARDOUS MATERIALS. Renter shall not keep or have in or on VISTA CIELO, outbuildings or grounds any article or thing of a dangerous, flammable or explosive nature that might be pronounced "hazardous" or extra hazardous" by the applicable governmental authority or any responsible insurance company.

SECURITY. It is the responsibility of Renter to lock all windows and doors to VISTA CIELO securely at all times when not in VISTA CIELO and to observe all reasonable cautions regarding access to VISTA CIELO.

TRASH. It is the responsibility of Renter to leave VISTA CIELO in reasonably clean condition and to remove all of Renter's property (and trash) upon departure. Prior to departure, Tenant shall bag and remove the trash from the Premises to outside.

MAINTENANCE. An initial setup of linens, trash liners, paper products, and toiletries are provided to Renter. Replenishment is the responsibility of the Renter. Renter shall keep VISTA CIELO in good order and shall advise Owner of any needed repairs or maintenance. VISTA CIELO is equipped with laundry facilities for Renter's convenience. A variety of housekeeping services may be purchased at an additional cost, but are not a part of the standard rental fee. Please note that any such service requires at least 24 hours notice. VISTA CIELO is maintained by a staff of maintenance, landscaping, pool, and exterminating professionals, who service the residence on their schedule which may occur during Renter's stay. Renter shall give prompt notice to Owner of any dangerous, defective, unsafe or emergency condition in or on VISTA CIELO. Owner will make every reasonable effort to repair or replace anything that breaks down or malfunctions; however, no refunds will be given for mechanical failure of non-essential items including, but not limited to, air conditioning, pool/spa, dishwasher, laundry facilities, TV, etc. Additionally, no refunds will be entertained for local utility outages out of Owner's control, such as power, telephone, water, cable/satellite service, etc.

PHONE AND CABLE. There is a long distance block on the telephone; a calling card is needed for long distance toll calls. Emergency medical and police service can be called by dialing 911. Satellite TV and wireless internet access are provided as a convenience to Renter; such items are not integral hereto and service levels have been chosen by Owner. No refund shall be given for content, lack of content, speed, access problems, lack of knowledge or use, or personal preferences with regard to satellite TV and internet services. With regard to all of the above amenities, as well as electrical service, Renter acknowledges that VISTA CIELO occasionally experience outages that are beyond Owner's control. Renter shall report such outages to Owner. No refunds or compensation will be given for any outages.

CONSTRUCTION. Due to the amount of construction in the area around VISTA CIELO, it is a possibility that construction may occur near VISTA CIELO during Renter's stay. Any construction and the possibility of new construction is outside the control of Owner and no refunds or compensation will be given for any construction or disturbances arising therefrom.

PETS. No animals, birds, or pets of any description shall be kept on VISTA CIELO, and if any pets are found on VISTA CIELO, this will constitute a material violation of the terms and conditions of rental and will result in an immediate termination of your stay, and all rents and security deposits made herein will be forfeited.

SMOKING. Smoking is strictly forbidden inside VISTA CIELO. Smoking is only allowed outside. Evidence of smoking inside VISTA CIELO will result in immediate eviction and forfeiture of all amounts paid, and will result in additional cleaning fees to Renter and a damage charge of \$1,000.00 charged to the Credit Card.

SUBLETTING AND GATHERINGS. Renter shall not sublet VISTA CIELO, or any part thereof. The term "sublet" shall be deemed to include but not be limited to the granting of licenses, concessions, and any other rights of occupancy for any portion of the term hereunder, and/or for any portion of VISTA CIELO. Additionally, no receptions, gatherings, or parties of any kind are permitted at VISTA CIELO, without Owner's prior written consent. Additional charges may apply.

PERSONAL PROPERTY. Any personal property of the Renter brought onto VISTA CIELO shall be at the sole risk of Renter. Any valuable items of personal property (expressly excluding toiletries) left behind by Renter will be held for Renter and every reasonable effort will be made to contact Renter for return, at Renter's expense. If such items are not claimed for longer than thirty (30) days, same shall become the property of Owner. Owner shall not be held liable for the condition of said items.

INSECTS. VISTA CIELO is exterminated on a monthly basis. However, the tropical island climate inevitably lends itself to flying and crawling insects. No refunds will be issued due to insect sightings.

KEYS. Renter will be provided a set of keys as applicable upon arrival. Renter must leave all keys on dining room table at end of stay. Lost keys will incur a \$50.00 replacement fee.

WATER SAFETY. It is Renter's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool. Renter agrees to have a responsible adult supervising minors while they swim in the pool. Renter is hereby notified that the pool can be dangerous and Renter accepts fully the risks involved. Renter is further notified to be cautious when exiting the rear of the home as the pool is open and in close proximity and can be a hazard. There are no rails to prevent a fall into the pool.

INDEMNIFICATION. Renter agrees to defend, indemnify and hold Owner harmless from any and all liabilities, losses or damages whatsoever arising from, related to or in connection with the rental of VISTA CIELO including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by the Renter or guest of the Renter. Renter is encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.

ENFORCEMENT / COLLECTION. If Owner employs the services of an attorney to enforce any of the Rental Policies, to collect any amounts due, to evict Renter or any of Renter's guests or invitees, or because Renter takes any action to recover any deposit not due, Renter shall be liable to Owner for reasonable attorneys' fees and costs incurred by Owner.

QUESTIONS OR CONCERNS. If you have any questions, please call 404-906-2621.

SCHEDULE A
CREDIT CARD INFORMATION AND AUTHORIZATION FORM

Name on credit card:

Credit card billing address:

Street

Apt No.

City

State

Zip Code

Type of Credit Card (circle one): Master Card Visa American Express Discover Card

Credit Card Number: _____ Expiration date: _____

I hereby give permission to charge my credit card for the amounts set forth in the Rental Policy for Vista Cielo, St. John, USVI. I agree that all rental monies are non-refundable per the cancellation policy in the Rental Policy. I acknowledge that I have been advised to purchase travel insurance. By signing below, I agree to all terms and conditions of Rental Policy.

Signature: _____ Date: _____

Type/Print Name: _____