

ISLAND TIME
Upper Jessups, Fern Hill III
Nevis, West Indies
www.nevisislandtime.com

OWNER:

Peter and Carol Willauer
122 Windward Lane
Bristol, RI 02809 USA
Fax: 617.948.5994
nevisislandtime@yahoo.com

MANAGER:

Kay Loomis
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Charlestown, Nevis, West Indies
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STEPS FOR VILLA RENTAL

1. Review Terms and Conditions of Villa Rental (below),
2. Email OWNERS to determine *Island Time* rental availability and rates,
3. Once it is determined that the Villa is available, print and complete the Rental Form and fax it within 10 days along with proof of wire transfer of 50% deposit within 10 days. Balance due 60 days prior to rental start.

You will receive a Rental Confirmation from The OWNER.

[CLICK HERE FOR PRINTABLE RENTAL FORM](#)

TERMS AND CONDITIONS OF VILLA RENTAL

This Villa rental agreement is between you (the "GUEST") and Peter and Carol Willauer (the "OWNER"), and Kay Loomis ("MANAGER"). Your sending payment constitutes your acceptance and agreement to the terms, conditions, limitations and restrictions as described below. If you have any problems or questions with any of the following, please be sure to contact us for discussion and explanation before you send us your rental deposit monies. In any dispute arising out of this rent agreement, the laws of The Federation of St. Kitts-Nevis shall apply and the prevailing party shall recover its costs, expenses and reasonable attorneys' fees.

All rates and Villa details are subject to change without prior notice.

PREMISES

Island Time is a two-story Villa, located at A-11 Fern Hill III in Upper Jessups, Nevis, West Indies. The Villa has four bedrooms, all with ceiling fans and air conditioning, one with king size bed, one with queen size bed, one with twin beds (can be converted to a king bed), one with twin day-beds, three with ensuite bathrooms with showers, one with a Jacuzzi; fully equipped kitchen; living room; dining room that seats up to 8; powder room/laundry room with washer and dryer, front and back terraces on the upper level, terrace on the lower level; out-door shower; swimming pool on upper level terrace; outdoor gas grill; beach chairs and towels, all linen and bedding; T.V.; wireless internet service (use your own laptop); ipod docking station; radio/CD, tape player; hair dryer; iron and ironing board; pre-paid cell phone for local calls, and a Vonage phone for free calls to the USA, Canada, and Europe.

SERVICES

We want to make sure you enjoy every moment of your time on Nevis. Our professional staff (MANAGER) can offer advice on activities and what to see to make the trip a success. The following is a list of services that the MANAGER, will provide.

- Meet and greet services (you will be met at the airport or ferry by a taxi and brought to the Villa. You will receive an orientation of the property and confirm any additional services arranged);
- Welcome Basket of beverages and breakfast provisions,
- Maid service (1 day per week to be described when you arrive, please inquire if you have special requests), plus gardeners and pool cleaners,
- Rental car arrangements according to your needs. You will be met at the Villa by the rental agent and car for fast and easy sign-up, including a local driver's license.
- 24-hour emergency contact.

Optional Villa Services (for additional fees):

- Pre-arrival provisioning,
- Private chefs,
- Wedding arrangements,
- Additional maid service (personal laundry),
- Restaurant, tour, or activity reservations,

Activities such as sailboat charters, SCUBA diving, snorkeling expeditions, windsurfing, horseback riding, golf, tennis, massage and spa services, etc., that you might wish to try during your vacation can be booked by you in advance. Our website www.nevisislandtime.com has listings and links to activities and services online for you to plan your vacation.

OUR PAYMENT AND CANCELLATION POLICIES:

Half (50%) of your rent is due within 10 days of booking to confirm your reservation. These funds will be wired to the OWNER'S account per instructions on the Rental Form. Payments can also be made through PayPal. Failure to make this payment subjects your reservation to automatic cancellation without notice to you. The balance due of rent must be paid in full at least 60 days prior to your arrival. The GUEST'S payment of the Nevis Government Tax is 9 percent of the total rental and will be paid with the rental funds.

Cancellation Policy:

- For reservations cancelled with more than 90 days notice, the entire deposit will be refunded.
- For reservations that are cancelled with fewer than 90 days notice and more than 45 days notice, there will be a 20 percent cancellation fee.
- For reservations cancelled with fewer than 45 days, the entire payment will be forfeited, unless another renter can be found for the same time period.

All cancellations and any request for changes to your reservation (such as date changes or changes in the number of persons) must be made IN WRITING. In some cases, OWNERS may be able to allow you to rebook your Villa at a later date, without penalty to you. No sub-letting to another party is permitted. If you add to the number of guests in your party, you must let the owner know in advance. Additional fees may be applicable.

Finally, please submit your payments in on time to avoid cancellation of your reservation. If you must change or cancel any portion of the services you have already booked, please notify us IN WRITING (by email, fax or letter.)

No-shows, late arrivals, a reduction in number of persons in your group after your arrival, and early departures after your arrival are non-refundable. Guests who abandon their Villa without permission from OWNERS agree they have no rights to compensation.

DAMAGE DEPOSITS:

By signing the rental agreement, GUESTS agree to pay for the replacement of items damaged, excluding normal wear and tear and the occasional broken plate or glass. Therefore, a security deposit will not be taken.

All normal utilities (except for long distance phone calls or careless or extremely excessive use of your Villa's water supply) are included in your rental price. You hereby agree to pay the OWNER the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of your occupancy, excluding normal wear and tear. Locked or otherwise identified pantries and closets are reserved for the use of the OWNER and are not included in this rental. You as the GUEST agree to take all reasonable steps to ensure that your family and other guests in your party adhere to the rules and regulations affecting your Villa. Rearranging the furniture or removing any items from the Villa is prohibited.

This is strictly a NON-SMOKING property. Smoking is not permitted within the Villa but may be done outside on the terraces, or in the gardens. Please take normal precautions to prevent any damage to the Villa. There are NO exceptions. Violators will be assessed a substantial cleaning/deodorizing fee.

LIABILITY:

The OWNER assumes no liability for property loss or damages, nor liability for injury, accidents, delay, or irregularity which may be occasioned either by reason of defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from their Villa. Transportation (airlines, ferries, charter vessels, rental cars and taxis) is supplied by providers who operate independently of the OWNER. We assume no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of those providers. Furthermore, the GUEST is responsible for this Villa during occupancy, must lock Villa's windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. GUESTS must observe all cautions as given in our Guest Guide and/or by your escort or local contact people. The OWNER reserves the right to refuse service or rentals to anyone at their complete discretion. The Parties acknowledge that the OWNER shall not be responsible for any loss or damage caused to the GUESTS' personal property located on the premises and recommends that the GUESTS obtain their own travel insurance. For a free, no-obligation quote for travel insurance, go to **AIG Travel Guard**, <http://www.aigtravel.com/>.

NO PETS: Pets of any kind are NOT allowed in or on the Villa's premises.

CHILDREN:

Due to the easy access to the swimming pool, and to high ledges and terraces, the OWNER does not allow children under the age of 4. All children over the age of 4 must have adult supervision at all times. The OWNER assumes no liability for injury, or accidents.

SWIMMING POOL:

The swimming pool of the Villa is used entirely by the GUESTS of the Villa and at their own risk. It is imperative and the responsibility of the GUEST that children are supervised at all times in and around the pool area. No diving is allowed. The depth of the pool is between 3 and 9 feet. Under no circumstances must any glass be used in or around the swimming pool. Breakage of a single glass may require drainage and cleaning of the entire pool, which would be at the additional substantial expense of the GUEST. Plastic cups and plates are available for your convenience.

COMPLAINTS AND MAINTENANCE:

The OWNER shall make every effort to keep the Villa and its inventories in good working order. In case of a maintenance problem, they will strive to repair the problem as soon as possible after the Villa MANAGER has been notified. The OWNER and MANAGER reserve the right to be allowed several hours (up to 24 hours) to cure a reported problem. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, internet service, water, pool filtration systems, Jacuzzi, air conditioning, television or cable service, appliances, etc. It is the GUEST'S obligation to report any problems or damage to the Villa IMMEDIATELY to the Villa MANAGER, regardless of the hour.

GENERAL:

The GUEST agrees as follows:

1. Conserve the use of water,
2. Use the washing machine and dryer conservatively,
3. Place all garbage at the designated disposal site,
4. Turn off the fans and air conditioning when not in use,
5. Close/secure windows and doors in inclement weather, wind or rain.

CHECK-IN and CHECK-OUT TIMES:

GUESTS must vacate the Villa no later than 11 AM, and check-in time is 3 PM - NO EARLIER. If you would like a later check-out time, you are required to check with the Villa MANAGER during your stay to see if an-other group is arriving the day you leave. If not, you might be able to stay on later into the afternoon at no charge, but you are required to get prior permission to stay later than the published check-out time.

ENTRY INTO VILLA:

The MANAGER or OWNER may enter your Villa to perform any repairs as necessary.

DRUGS AND HAZARDOUS MATERIALS:

GUEST and members of his party shall not use or permit to be brought into any Villa any illegal substances, inflammable fluids (e.g., gasoline, kerosene, naphtha or benzene), or other explosives or articles deemed hazardous to life, limb or property.

VILLA KEYS AND CELL PHONE:

The GUEST will be charged \$35 for each set of lost keys, and \$100 for a lost cell phone. The GUEST is required to follow all instructions precisely on where to leave your Villa keys and cell phone when you depart - call the MANAGER if you are unsure!

CAPACITY OF VILLA:

The total number of persons allowed in the Villa at any one time is restricted to the number of persons scheduled and paid for, based on two persons per bedroom. Should a group misrepresent themselves, they will be required to pay for all excess persons immediately, or shall vacate the Villa without refund.

QUIET ENJOYMENT AND PARTIES:

Island Time OWNERS wish to maintain a family atmosphere for the quiet enjoyment of GUESTS. We rent to family groups and responsible adults only; absolutely NO house parties or functions such as weddings are allowed without advance WRITTEN permission from the OWNERS. The GUESTS shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10 pm at night.

IMPORTANT INFORMATION – PLEASE READ CAREFULLY BEFORE YOUR ARRIVAL ON ISLAND

We will need to know your airline FLIGHT NUMBER, ARRIVAL AND DEPARTURE TIMES; AND YOUR CAR RENTAL NEEDS at least THREE WEEKS before you travel (please email the MANAGER this vital information). Please include "Island Time rental request" in the Subject line. Please notify the MANAGER of your arrival, or you will be stranded at the airport or ferry when you arrive. Always travel with your list of island contact numbers in case of emergencies. And be sure you remember to bring your passport and a photo ID! And always check with your airlines for the latest requirements before you travel!

If your flight is delayed or cancelled while en route, you are REQUIRED to contact the MANAGER. You may phone the MANAGER at any time.