



SunVillas Rental Contract - Terms and Conditions of Villa Rental

Please note: Payment of your deposit confirms the booking and acceptance of our rental contract terms and conditions.

1. **Reservation Invoice.** SunVillas will issue a Reservation Invoice to the villa vacation Group Leader by email or US Mail setting forth the total rental amount, maximum occupancy, deposit and cancellation policy. Until the deposit is received this booking is consider "on hold". By submitting the rental deposit, the Group Leader is stating that all persons occupying the accommodation have accepted the terms, conditions, limitations and restrictions as shown in this document; "SunVillas Rental Contract - Terms and Conditions of Villa Rental". The Group Leader will be responsible for the full cost of the accommodation and other services contracted. If you have any problems or questions with any of our "Terms and Conditions of Villa Rental", please be sure to email or phone us BEFORE you send us your rental deposit.
2. **Deposit.** All dollar amounts are US dollars and should be paid in US dollars. A deposit must be paid to confirm this reservation. The amount of this deposit is 25% of the total rental amount. This deposit is due within 7 days of booking to confirm and guarantee your reservation. Failure to make this payment subjects your reservation to cancellation. For holiday periods (Thanksgiving, Christmas, New Years and Easter) we may require a deposit of 50% of the total rental amount. Your Reservation Invoice will specify the requirements. Upon confirmation of the reservation by deposit, SunVillas will issue a Statement setting forth the total rental amount, deposit credited, and total balance due.
3. **Final Payment.** Final and total payment on this invoice must reach SunVillas not later than 60 days prior to commencement of the rental period. For holiday periods (Thanksgiving, Christmas, New Years and Easter) we may require final payment 90 days prior to commencement of the rental period. Your Reservation Invoice will specify the requirements. A Statement will be sent to you on receipt of final payment. Please note that failure to make your final payment on time could result in cancellation without refund.
4. **Cancellation or Reservation Change Requests.** SunVillas will give full refund for cancellation 60 days prior to arrival date (90 days for holidays - Easter, Thanksgiving, Christmas and New Years rentals), less a 20% cancellation fee on money already paid. For cancellations fewer than 60 days prior to the arrival date (90 days for holidays), a refund will be given only if the property can be rented. Please note that some villas do not allow cancellation for holiday bookings. This condition will be clearly marked on your Reservation Invoice. No-shows, later arrivals, change in number of persons in your group after arrival, and early departures are all non-refundable. All cancellations and any requests for changes to your reservation (such as date changes or changes in the

- number of persons in your group) must be made in writing, and faxed, emailed or mailed to us promptly. Refunds due to last minute reductions in the total headcount originally booked will only be considered for refund 60 days before your trip. For reservation change requests we will make every effort to accommodate your request but we cannot guarantee such requests can be met.
5. **Hurricane Policy.** If you are traveling to Jamaica between June and November, please note that this is considered hurricane season. In the event of flight cancellations due to a hurricane SunVillas will do everything possible to help with either extending your vacation or rescheduling at another time. We would encourage you to purchase trip cancellation insurance to protect your investment as villas owners are not required to rebate rent. We have used www.insuremytrip.com for our trip insurance.
 6. **Services Included/Excluded.** Except where specifically noted in the detailed property descriptions and/or in SunVillas Reservation Invoice, rental prices include utilities, villa staff which typically would include cook, housekeeper and gardener. Specifically excluded from the rental price are costs for international telephone, nanny or baby-sitter, guide, chauffeur, automobile, lessons, etc. If such services are offered at all, they are payable directly from the client to the person providing this service.
 7. **Complaints and Maintenance.** If there is a maintenance problem, the villa owner or owner's representative will attempt to repair the problem as soon as possible after being notified. We have visited the properties and the descriptions stated on the website are accurate and in good faith. We decline all responsibility for any modifications made by owners without our knowledge or without advising us of such modifications. No refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone, cable and internet service, water, pool filtration systems, hot tubs, air-conditioning, television, appliances etc. However we or the owners or the owner's representative will make every effort to solve problems of this nature immediately if notified. It is the guest's obligation to report any problems or damage to their villa immediately to us. Guests who abandon their villa without permission from SunVillas Vacation Rentals agree they have no rights to compensation.
 8. **Entry into Villa.** The local villa manager or its staff may be required to enter your villa to perform maintenance or repairs as necessary. They will make every effort to schedule these visits at a time convenient to you, to respect your privacy, and not interrupt your vacation.
 9. **Arrival and Departure Times.** Generally villa arrival is from 2:00 to 7:00 pm and departure is before 12:00 noon. If the villa is not occupied by other guests on the day of arrival or departure, these times may be modified upon request. Minimum rental is four nights for most of our villas during the summer and one week (seven nights) during the winter.
 10. **Capacity of Villas.** The number of persons occupying the property must not exceed the number stated in the Reservation Invoice nor can it ever exceed the stated capacity of the property unless specifically stated in the Reservation Invoice. Six people means 6 people of whatever age. If individuals are added to the party, the client agrees to notify SunVillas immediately. Should a group misrepresent themselves, they will be required to pay for the excess person immediately, or shall vacate the villa without refund. Exceptions are made only for infants; if sleeping in a baby crib and not occupying one of the villa's beds, they are not included in the villa's total headcount.
 11. **Property Descriptions.** All descriptions and information such as distances, house features, rates, etc., are given in good faith. SunVillas is not liable for any minor errors or inaccuracies in the property descriptions, rates etc in any of its literature or website.

12. **Quiet Enjoyment and Parties.** SunVillas wishes 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 SunVillas. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood. Please also note that some of our villas are totally no smoking. Check the features link to determine if the villa has smoking limitations.
13. **Villa Security (non-guest policy).** All of the villas represented attempt to maintain good security. Non-guests cannot be brought back to any of the villas rented by SunVillas. Under no circumstances will non-guests be allowed access to the villa property unless they have been pre-approved by SunVillas in advance of your trip. In addition the villa staff are instructed not to allow non-guests access to the villa. Of course this does not include your family or friends who may be staying at another villa/hotel or reside in Jamaica. This is for your personal safety and protection.
14. **Limitations of Liability.**
- (a) THE VILLAS, TRANSPORTATION CARRIERS AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF SUNVILLAS. SUNVILLAS IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY LOSS, PROPERTY DAMAGE, OR OTHER DAMAGES, LOSSES OR EXPENSES RESULTING THEREFROM.
 - (b) SUNVILLAS HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND THEIR DIRECT CONTROL, AND THEY HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.
 - (c) SUNVILLAS MAKES NO WARRANTY OF THE SAFETY OF THE PROPERTIES OFFERED. CLIENTS OF SUNVILLAS SHOULD USE REASONABLE CAUTION AS APPROPRIATE FOR LIVING IN A FOREIGN COUNTRY, AND IN A HOUSE THAT MAY BE LOCATED ON THE OCEAN OR HAVE A SWIMMING POOL. SUNVILLAS IS ACTING AS A BOOKING AGENT FOR ACCOMMODATIONS ONLY, AND ASSUMES NO LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY LOSS, OR OTHER DAMAGES RELATED TO OUR CLIENTS' OCCUPANCY AND USE OF THE ACCOMMODATIONS.
15. **Release & Indemnification.** By booking travel through SunVillas, you expressly agree to release, hold harmless and indemnify SunVillas Vacation Rentals, LLC, dba Sunvillas, and its suppliers, and their respective members, officers, directors, employees and agents, from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind, including but not limited to, payment of reasonable legal and accounting fees, brought by:
- (a) you or on your behalf in excess of the liability described above, or
 - (b) by third parties as a result of:
 - (i) your breach of the Web Site **Terms of Use** or the **General Terms and Conditions of Villa Rental** and the notices or documents referred to herein;

- (ii) your violation of any law or the rights of a third party; or
 - (iii) your use of this Web site.
16. **Governing Law; Remedies.**
- (a) This agreement is governed by the laws of the State of Florida, USA.
 - (b) In the event of a dispute between you and SunVillas, you agree, as a condition precedent to your filing of any legal action or administrative complaint, that you will participate in good faith in voluntary mediation of such dispute in Sarasota, Florida, under the mediation rules of the State of Florida established in Chapter 44, Florida Statutes, as amended from time to time.
 - (c) By using this web site or booking travel through SunVillas you consent to the exclusive jurisdiction and venue of courts in Sarasota County, Florida, USA, in all disputes. Use of this Web site or booking through SunVillas is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this section.
 - (d) SunVillas' performance of this agreement is subject to existing laws. Nothing contained in this agreement shall interfere with SunVillas' right or obligation to comply with requests or requirements of law enforcement agencies relating to your use of this Web site or to information provided to or gathered by SunVillas with respect to such use.
17. **Interpretation of Agreement.** If any part of this agreement is determined to be invalid or unenforceable under applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision shall be construed as superseded by a valid, enforceable provision that most accurately reflects the intent of the original provision, and the agreement shall continue in effect.
18. **Entire Agreement.** This agreement, and any other terms and conditions referred to herein, constitutes the entire agreement between the Client and SunVillas with respect to this Web site and travel booking, and supersedes all prior communications, whether electronic, oral, or written, between the Client and SunVillas. A printed version of this agreement and of any notice given in electronic form shall be admissible as evidence in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
19. **Seller of Travel.** SunVillas Vacation Rentals, LLC is a registered seller of travel in Florida under that state's seller of travel regulations. Registration number, ST36485.

Thank you for taking the time to read our rental contract. Payment of your deposit confirms the booking and acceptance of our contracts terms and conditions.

SunVillas - Jamaica
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