Sample Sales Confirmation

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.

Friday, November 09, 2012

Confirmation # E2A8C

XXXXXXXX XXXXXXXX XXXXXXXX, XXXX Phone: +1 (XXX) XXX-XXXX (h) (w); e-mail: XXXXXXXXX@xxxxxxxxxx Fax:

Dear XXXXX,

Thank you for planning your next vacation with VIVA! We are so excited about your trip to St. John! We have placed XXXX on 'Hold' for you, but your reservation is not complete! We need you to update us on that hold **within 48 hours** in order to keep it. So, please be sure to follow the instructions below and touch base with us within two days to tell us how you're handling the monies and/or to provide us the mail tracking number. We have explained the details below!

PAYMENT TERMS

A 50% deposit is due immediately and the remaining 50% is due 60 days prior to your arrival. You may pay via **credit card, a bank** wire transfer to our account or personal check. Please make checks payable to *VIVA Villas* and send the initial payment via <u>overnight delivery</u> – even 'overnight' takes 3-5 days. You may mail the check via the US Post Office or via Fed Ex. Please be sure to use the appropriate mailing address.

US Post Office Express Mail Service mail to:

VIVA Villas PO Box 1747 St. John, VI 00831-1747 Fed Ex International Air-Bill mail to:

7 Boulon Center, 3rd Floor Cruz Bay Quarter St. John, VI 00830

TRAVEL INSURANCE

We highly recommend that you consider purchasing travel insurance, in case of circumstances that can interrupt your travel plans. We recommend CSA Travel Protection <u>www.vacationrentalinsurance.com/vivavill</u> and are happy to make those arrangements for you, please just let us know!

NEXT STEP

Be sure to review the attached CONFIRMATION carefully! Then sign the line marked "guest signature" and fax or scan email the signed confirmation to our office at (703) 940-4571. We will wait to hear from you regarding which payment method you have chosen. Once you have secured air travel, please share with us your flight details including airline, flight number, and arrival and departure times. Also, we advise guests to rent a vehicle for travel around St. John and are happy to assist with doing so. **Please note, a 4 wheel drive vehicle is best for St. John and highly recommended.**

PLANNING FOR YOUR ARRIVAL

Approximately one week before your check-in date we will contact you with the name and phone number of the company representative who will be greeting you on St. John. In the event that you have any changes or delays in your flight number or arrival time, you must call us right away! You will not be met at the ferry and your jeep rental may be cancelled unless a call is received from you.

The St. John economy is thriving. Construction is everywhere and can begin without notice. Work usually begins at 7:00AM and stops at 3:30PM weekdays. We do appreciate your understanding in situations where construction exists and hope you will be unaffected by this situation.

Before you know it, you'll be on your way to beautiful St. John... ready to have your toes in the sand!

Hope you are having a great day! XXXXXXX & The VIVA! Team

CONFIRMATION - Page 1 Confirmation # E2A8C

Villa: *XXXXXXX; Villa Phone #:

XXXXXXXX XXXXXXX XXXXXXXX, XXXX Phone: +1 (XXX) XXX-XXXX (h) (w); e-mail: XXXXXXXX@xxxxxxxxx Fax:

Booking 1 (X Nights) – *XXXXXXX. (X BR, X BA, Max. Occupancy X)

ARRIVAL Tuesday xx/xx/2012 - 3:00 PM	DEPARTURE Tuesday xx/xx/2006 - 10:00 AM	DATE BOOKED Tuesday xx/xx/2012	
Rental Rate Detail			
	(7/11/2006 -	(7/11/2006 –7/17/2006)	
	Rate	Rates Subtotal	
Booking Charges			
	Rental Charge		\$3995.00
	Reservation Fee		\$35.00
	Non-Refundable Security Deposit Waiver		\$35.00
		Taxes	\$319.60
	Total Booking Charges		\$4384.60

	Date Posted	
Booking Charges (Booking 1)		\$4384.60
Total Balance Due		\$4384.60
	Date Due	Amount Due
Final 50% due (*XXXXX)	5/12/2006	\$2192.30
Initial 50% due (*XXXXX)	5/12/2006	\$2192.30
	Total Balance Due	Posted Booking Charges (Booking 1) Total Balance Due Date Due Final 50% due (*XXXXX) 5/12/2006

of Adults: 5; # of Children: 0

Please review the Payment/Cancellation Policy and Liability Release on page 2 of this Confirmation, sign where indicated, and fax back to VIVA as soon as possible.

CONFIRMATION - Page 2 Confirmation # E2A8C *XXXXXXXX Check-in Date: XXXX # 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 agrees 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 must leave the villa 'broom cleaned' upon checkout. 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 passage ways 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.

_____ Date: _____

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 #: _____

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

Bed Configuration: _____

Number of bedrooms to prep: ____