

RENTAL AGREEMENT
(CONDO I)

THIS RENTAL AGREEMENT (the "Agreement") is made this ____ day _____, _____, by and between Bruce D. Davis, Jr. and Suzanne D. Davis (collectively "Lessor") and _____ (collectively "Renter").

1. **Rental.** Renter agrees to rent, and Lessor agrees to lease, the one-bedroom Unit 218-219 in Building H, at the Elysian Beach Resort in St. Thomas, U.S. Virgin Islands (the "Premises").
2. **Rental Period.** The Rental Period shall be from 4:00 p.m. on _____, _____ until 10:00 a.m. on _____, _____.
3. **Rental Fee.** The Rental Fee for the Rental Period is payable as follows:
 - (a) \$ _____ Rental Fee quoted by Lessor. The Rental Fee includes all utilities, including water and electricity, and all cleaning fees;
 - (b) \$ _____ 10% USVI hotel tax;
 - (c) \$ 400.00 Security Deposit due at the same time as the amount in (f) below. The Security Deposit is refundable in accordance with the terms of Paragraph 4 below;
 - (d) \$ _____ **TOTAL** amount due Lessor (sum of amounts in (a), (b), (c) above;

MINUS

 - (e) \$ 300.00 Reservation Fee paid at time of reservation. The Reservation Fee is non-refundable and is applied against the Rental Fee;

EQUALS

 - (f) \$ _____ **BALANCE DUE** sixty (60) days prior to arrival date. The Rental Fee is non-refundable except as provided in Paragraph 5 below.

4. Security Deposit. Renter has deposited with Lessor the sum of \$400.00 as security against any damages to the Premises caused by the Renter (“Security Deposit”). The Security Deposit shall be returned to the Renter upon confirmation by Lessor that there was no damage to the Premises during the Rental Period and the Renter has returned all sets of keys to the Premises. There will be a \$400 charge, to change the locks and make new keys, in the event the keys are not returned to the Lessor. In the event of damage to the Premises during the Rental Period, Lessor shall deduct the estimated costs of repairs from the Security Deposit and return the balance to the Renter. Further, if the Renter has smoked in the Premises or had pets in the Premises, there will be a \$400 charge to have the upholstery, blinds and linens cleaned. In the event the cost of cleaning or repairs exceeds the Security Deposit, Renter shall be responsible for such excess costs, promptly upon receipt of notice of costs of repair from the Lessor.
5. Refund in Event of Hurricane. The Rental Fee is non-refundable except in the event of:
 - (i) a government ordered mandatory evacuation of St. Thomas due to a hurricane; or
 - (ii) a government ordered cessation of travel to St. Thomas due to a hurricane; or
 - (iii) satisfactory evidence provided to Lessor that the airline company canceled the Renter’s flight to St. Thomas due to a hurricane.

In such case a pro rata portion of the Rental Fee will be refunded based on the number of days in the Rental Period the Renter is unable to occupy the Premises.

6. Use of Premises. Renter shall use the Premises solely for the purpose of residence during the Rental Period. No more than seven (7) persons shall be entitled to occupy the Premises during the Rental Period. In addition, Renter shall be entitled to use all of the common areas at the Elysian Beach Resort (“Common Areas”) including the pool and the beach. Renter, and all persons accompanying Renter, shall use ordinary care in using the Premises and the Common Areas and shall adhere to all rules and regulations of the Elysian Beach Resort. **SMOKING AND PETS ARE ABSOLUTELY PROHIBITED IN THE PREMISES.** Any violation of this prohibition shall be deemed damage to the Premises for which Lessor shall be entitled to repair and/or clean, at the cost of the Renter to be deducted from the Security Deposit.
7. **RELEASE. RENTER, ON BEHALF OF RENTER AND RENTER’S HEIRS, ADMINISTRATORS, REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS, AND ON BEHALF OF ALL PERSONS OCCUPYING THE PREMISES WITH THE RENTER DURING THE RENTAL DATES (COLLECTIVELY, THE “RELEASORS”), DOES**

HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, ACQUIT AND FOREVER DISCHARGE THE LESSOR AND LESSOR'S HEIRS, ADMINISTRATORS, REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM ALL LIABILITIES, CLAIMS, DAMAGES, CAUSES OF ACTION, DEMANDS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN LAW OR IN EQUITY ("LIABILITIES") ARISING FROM OR IN CONNECTION WITH THE CONDITION OF THE PREMISES, THE RELEASORS' USE AND/OR OCCUPANCY OF THE PREMISES OR THE RELEASORS' USE OF THE COMMON AREAS; PROVIDED THAT THIS RELEASE SHALL NOT APPLY TO ANY RIGHTS RELEASORS MAY HAVE ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASEES. RENTER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES FROM ANY LIABILITIES TO WHICH THIS RELEASE APPLIES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH THE USE AND/OR OCCUPANCY OF THE PREMISES, OR THE USE OF THE COMMON AREAS, BY ANY OF THE RELEASORS DURING THE RENTAL DATES, WHETHER OR NOT SUCH OCCUPANCY OR USE WAS APPROVED OR PERMITTED BY THE RENTER. RENTER WAIVES THE RIGHT, AND COVENANTS NOT TO SUE, INSTITUTE OR COOPERATE IN THE INSTITUTION, COMMENCEMENT, FILING OR PROSECUTION OF ANY LIABILITIES TO WHICH THEIR RELEASE APPLIES. ANY SUIT, ACTION OR CLAIM MADE HEREUNDER SHALL BE BROUGHT IN THE CIRCUIT COURT FOR CHESTER COUNTY, PENNSYLVANIA AND THE PARTIES HERETO AGREE TO SUBMIT TO, AND TO BE SUBJECT TO, THE JURISDICTION OF THAT COURT.

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8. General. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law rules of that jurisdiction. In the event any provision of this Agreement is determined to be void or unenforceable, such provision shall, if possible, be deemed modified in such manner as to render it enforceable, and if such modification is not possible, such determination shall not affect the remainder of the Agreement which shall continue in full force and effect. This Agreement represents the entire agreement between the Lessor and Renter and any amendment or modification of the Agreement shall be in writing signed by the parties.

AGREED TO the date first above written.

LESSOR

RENTER

Bruce D. Davis, Jr.

Suzanne D. Davis

Address:

Phone: _____

Cell Phone: _____ *

Email: _____

* In case we need to reach you in St. Thomas