



**Mount Hay Road,
Prospect, Tobago**

VILLA PETRUS RENTAL AGREEMENT

1. Accommodation

Villa Petrus will comfortably accommodate up to 12 people and, with three extra roll-out beds available in the three twin-bedded rooms, there is a maximum Villa capacity of 15 people. Our adjacent stand-alone Cottage if also rented can accommodate an additional 2 people to make ***a total capacity of 17 people***. Additional guests will not be accepted unless specifically agreed in writing in advance as an exception.

2. Rental Rate (inclusive of VAT) per night

Please see our current rental rate card or visit: <https://www.villapetrus.com/rates1/>. A minimum of 2 nights' rental is required other than Xmas period which is 7 nights. Discounts increasing in size with the increase in the number of nights are available.

3. Minimum Age of Rental Party

Contracting party (who must be a guest unless another guest meets the minimum age requirement) must be 21 years or older.

4. Payment terms

50 percent is payable on acceptance of the booking with the balance payable 30 days prior to arrival.

5. Good Behaviour Bond

A Good Behaviour Bond ("GBB") of TT\$5,000 (US\$750) is payable on or before arrival. If an Event is agreed and authorised the GBB covering both the Villa rental and the Event will be TT\$10,000 (US\$1500). This Bond will be refunded within 5 business days of departure less any costs for damages, theft or deductions for malicious or anti-social behaviour or other deductions as specified in this paragraph 5. For the avoidance of doubt examples of anti-social and malicious behaviour include but are not limited to the following:

5.1 Loud noise at any time of the day or night that continues after a warning from our Manager regarding a complaint by a neighbour;

5.2 Disrespect, rudeness or threatening behaviour to our Manager or our staff and contractors working at the Villa; and

5.3 Moving any furniture inside or outside the Villa (other than pool sun loungers) other than with the approval and supervision of our Manager. For the avoidance of doubt this includes the roll out beds.

Deductions from the GBB will also be automatically made for the following breaches of our Policies:

5.4 Smoking inside the Villa and/or Cottage or whilst in the pool (the Manager’s determination on this matter will be final; the evidence of smoking from the pungent odours and residues of ash is obvious and irrefutable) with cleaning costs deducted as follows on an incremental basis dependent upon where the smoking offences took place:

US\$50 per Villa bedroom/bathroom (combined)	US\$300
US\$125 for Villa Living Room & Entrance Foyer	US\$125
US\$50 for Villa Study/Library	US\$ 50
US\$50 for Villa Internal Dining Room	US\$ 50
US\$30 for Villa Kitchen & Servery	US\$ 30
US\$150 for Cottage	US\$150
US\$150 for Pool	US\$150
<u>Total Potential Cleaning Fee payable:</u>	<u>US\$855</u>

5.5 For Unauthorized Events (defined as visits by more than six non-resident guests for a gathering at the Vila of any nature) Standard fees and Manager Administration and Callout fees as follows:

Standard Event Fee	US\$885
Manager Administration fee	US\$ 85
Manager Callout fee (per visit to Villa)	US\$ 50

5.6 In the event that the Villa and/or Cottage, gardens and pool are left in an unclean and/or untidy state in breach of paragraph 7 of this Agreement, a cleaning fee of US\$150 will be deducted from the GBB. The Manager’s determination on this matter is final.

5.7 For Unauthorized Parking of cars or trucks as specified in paragraph 11, a fee is payable equal to US\$50 per offending vehicle per day.

In the event that deductions are greater than the GBB that has been paid, an additional invoice payable within two business days of receipt will be issued to any offending Guest.

If determined necessary by our Manager, the police will be called to escort offending Guests from the Villa.

6. Arrival and Departure

Guests will be received at the Villa by our Manager.

Arrival time: Not before 3 pm

Departure time: Not later than 11 am

A marginally earlier arrival or later departure may be possible if we do not have back to back bookings but must be agreed in advance with our Manager. If significant additional time is required either a half or full day’s rent will be payable.

7. Villa and Cottage Condition on Arrival & Departure

The Villa and Cottage, its external areas, gardens and pool will be cleaned in accordance with our enhanced COVID 19 cleaning policies prior to your arrival. It will be in a tidy condition. You are expected to leave the Villa, Cottage if rented and its grounds in a similarly respectful and tidy condition. It is not necessary to clean the Villa or Cottage if rented, but disrespectful behaviour will not be accepted and will impact the GBB. For example, it is not acceptable to leave the kitchen in an untidy state with food residue, unclean plates and cooking utensils. Nor is it acceptable to leave uneaten food or snacks in any

area of the Villa, the Cottage or its exterior grounds. On no account should rubbish bags containing rubbish be left in the Villa, Cottage or around its exterior other than in the large rubbish bin provided near the car parking spaces.

8. Cancellation policy

More than 60 days before arrival:	Loss of 10% of rental cost
31-60 days before arrival:	Loss of 50% of rental cost
30 days or less before arrival:	Loss of 100% of rental cost

In the event of a T&T government imposed travel restriction (post the date the booking was made) due to COVID 19 the above Cancellation policy will not apply and in place of those terms, guests with impacted bookings may agree a mutually acceptable deferred date and any consequential rental rate adjustments.

9. Smoking policy

Smoking inside the Villa and Cottage and whilst in the pool itself is not permitted at any time for any reason. Smoking is permitted on the verandahs, in the gardens and on the pool terrace. If this policy is breached in the sole determination of the Manager, deductions will be made from the GBB as specified in paragraph 5.4 above.

10. Events Policy

Events such as weddings and birthdays are only available to guests who book a minimum of two night's accommodation for the entire Villa. Such events must be agreed with the Manager in writing and paid for in advance of being held. If an event is held at the Villa that has not been agreed in writing it will be considered an Unauthorised Event and fees will be immediately payable in accordance with paragraph 5.5 of this Agreement. Our detailed Terms and Conditions for Events are specified in the Villa Petrus Event Agreement attached hereto as Appendix A.

11. Parking

No more than 3 cars or trucks of residents or guests can be parked in the Villa grounds at the same time. Additional vehicles may enter sequentially for unloading and loading – not more than one such vehicle at the same time. The Manager may authorize more than 3 vehicles after inspection of the vehicles to assess their size i.e. if some or all of the vehicles are small, a larger number may be authorized. Such authorization must be obtained from the Manager in writing. In the event, that this policy is breached fees will deducted from the GBB in accordance with paragraph 5.7 of this Agreement

12. Manager

Our Manager is available and easily contactable by telephone on the numbers advised on check-in to make your stay at the Villa a trouble free experience. Our Manager will ensure that the Villa runs smoothly, leaving you to enjoy your holiday.

13. Guard Service

A guard service can be provided upon request. The cost of this will be for the client's account.

14. Meals

Guests have the facility of a fully equipped kitchen and modern gas BBQ to cook their own meals. If you would like supplies to be available in the Villa for your arrival in respect of the next meal please submit an order to our Manager, a few days in advance of your arrival date. Any such purchases are payable by guests upon arrival.

15. Cooking or Chef Services

Please ask our Manager if you would like cooking or chef services to be arranged. This can be provided on a daily basis or as required and will be for the guest's account.

16. Shopping for groceries

Our Manager can advise the best places to buy food and groceries.

17. Housekeeping

A housekeeping service 3 days per week is provided as part of the basic price. Daily service can be provided for an additional fee payable by guests.

18. Laundry

Guests have access to a laundry in the Villa with a washing machine and drier. No extra charges are levied for this access but guests need to provide their own laundry products. ***On no account is bleach or chlorine to be used in the washing machine.***

19. Wi-Fi and Internet

Broadband Wi-Fi internet access is available in the Villa via fibre connection.

20. Music & Noise

Guests or their DJs are not permitted to bring speakers, amplifiers and other music playing equipment of commercial size and specification onto Villa Petrus' grounds. The Manager's decision on whether such equipment is acceptable for use at the Villa is final. The Villa has its own Bose music system available for use by guests. Exceptions will be made for Events being held at the Villa in accordance with the Terms and Conditions of our Event Agreement. Please also note that no loud music or other loud noise is permitted after 11 pm (this is the legal limit in Tobago). ***Please refer to paragraph 5 in relation to this paragraph 20 as its terms will be strictly enforced.***

21. Exclusion of liability

Neither Villa Petrus nor its owners or related service companies accept any liability for guests and their belongings for the duration of their stay. It is the responsibility of guests to take out appropriate insurances and otherwise to take measures to ensure their safety and protection during their stay.

I HAVE READ, UNDERSTAND FULLY AND ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT WHICH I CONSIDER TO BE FAIR AND REASONABLE. I UNDERSTAND THAT VIOLATION OF THIS AGREEMENT CAN RESULT IN LOSS OF MY GOOD BEHAVIOUR BOND OR REMOVAL FROM THE VILLA BY THE POLICE. THIS AGREEMENT IS GOVERNED BY THE LAWS OF TRINIDAD & TOBAGO.

NAME: _____

SIGNATURE: _____

DATE: _____

Please contact us as needed as follows:

Garry Stephen – Director, Villa Petrus Limited

WhatsApp: +356 99956103

Telephone: +356 99956103

Email: gs@eccladvisory.com

APPENDIX A

VILLA PETRUS EVENT AGREEMENT

(i) Availability

Event bookings such as for Weddings and Birthdays are only available to guests who book a minimum of two night's accommodation for the entire Villa.

(ii) Number of Guests

No more than 50 unless otherwise agreed in writing by our Manager.

(iii) Event fees

Weddings and Birthdays:

US\$885 (TT\$ 6,000) up to 50 guests.

Corporate Strategy Day: US\$600 (TT\$4100) if vacated before 5pm and US\$885 (TTD 6,000) if for both day and night use.

(iv) Good Behaviour Bond

A Good Behaviour Bond ("GBB") of US\$1,500 (TT\$10,000) covering both the Villa Rental and the Event is required before check-in. It is fully refundable within 5 business days if there is no damage, theft or other deductions for items such as those listed in paragraph 5 of our Rental Agreement following an inspection by our Manager.

PLEASE NOTE THAT IF ANY OF THE SPECIAL CONDITIONS BELOW ARE VIOLATED THE GBB WILL BE FORFEITED IN ITS ENTIRETY.

(v) Payment terms

50 percent is payable on acceptance of the booking with the balance payable one month prior to arrival.

(vi) Parking

No more than 3 cars or trucks of residents or guests to be parked in the Villa grounds at the same time. Additional vehicles may enter sequentially for unloading and loading – not more than two such vehicles at the same time.

Breach of this condition will incur a financial penalty as specified in paragraph 5.7 of the Villa Petrus Rental Agreement.

(vii) Music & Noise

Guests should use their own sound system or hire a band at their own expense. No loud music or other loud noise is permitted after 11 pm (this is the legal limit in Tobago). Please refer to paragraphs 5 and 20 of the Villa Petrus Rental Agreement in respect of Music and Loud Noise and the breach of contract penalties that will be applied.

(viii) Finishing time

The Event can continue until 12 midnight. Non-resident guests should depart the premises by that time.

(ix) Food

We strongly recommend the use of a catering firm with waiters for serving food. Our Manager can help to organize this but the costs will be paid in full by guests.

(x) Special conditions

- No furniture of any type inside or outside the Villa and Cottage is to be moved other than with the approval and supervision of our Manager. This will be strictly monitored. Some furniture such as the verandah plantation chairs can be moved but permission must be obtained before doing so.
- Only the external verandah toilet and the Entrance Foyer toilet may be used by non-resident guests. Bedroom toilets are for use of resident guests only.
- Stiletto heels are NOT permitted inside the Villa.
- No modifications to the Villa are allowed other than the placement of floral and other similar decorations.
- The use of adhesive tape or other similar materials to fix signs or decorations to the floors (including the verandah), railings and walls and the pool paving is strictly forbidden.

I HAVE READ AND UNDERSTAND FULLY ALL OF THESE TERMS AND CONDITIONS AND IN PARTICULAR THAT VIOLATION OF THE SPECIAL CONDITIONS AND THE VILLA PETRUS RENTAL AGREEMENT TERMS AND CONDITIONS WILL RESULT IN THE LOSS IN FULL OF MY GBB AND POTNETIAL ADDITONAL FINIACIAL COSTS BEING INVOICED FOR MY ACCOUNT. THIS AGREEMENT IS GOVERNED BY THE LAWS OF TRINIDAD & TOBAGO.

NAME: _____

SIGNATURE: _____

DATE: _____