

Moondance Property, Galleon Beach, ANTIGUA, W.I.

Owned and Operated by Stella Place Antigua LLC

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www.moondanceantigua.com
email: moondanceantigua@gmail.com

GUEST RENTAL CONTRACT

DATE: _____

Please complete, sign and return. One contract per group.

Booking dates Arrival: _____ Departure: _____

Agreed fees: _____

Buildings required: _____

Guest Name: _____

Home Address: _____

Telephone: _____

Email: _____

Number in party: _____

Names of all guests: _____

Bed/sleeping configuration: _____

Flight details Arrival: _____ Departure: _____

CONDITIONS OF BOOKING:

- 1) A non-refundable deposit of 25% is required at time of booking, payable by bank transfer or credit card. For bookings made **less than 8 weeks prior to arrival the total fee is payable at time of booking**. All payment options are given on Page 6.

The exchange rate for the total amount is fixed to the rate at the time of the payment of the deposit.
EC\$2.7=US\$1

No contract will exist until these monies and a signed contract have been received.
We reserve the right to refuse a booking without giving a reason.

- 2) The balance of 75% is payable 8 weeks before the rental date.
- 3) Cancellation by you – should you cancel less than 8 weeks prior to the rental date then any monies paid will be retained, unless an alternative booking is found, in which case we will refund 75% of the payment from the alternate booking over your original dates. In the event bad weather, natural disaster, a plague, virus, pandemic, travel ban or other similar event forcing the cancellation, your travel insurance must cover this eventuality as the property is not liable for the repayment of any monies paid. (see the Covid-19 Additional Policy at the end of this document)

- 4) Cancellation/alteration by us – if, for any reason the property becomes unavailable, a full refund of all fees paid will be made. Abuse, disrespect, or mistreatment of the property and/or its contents will result in eviction with no refund.
- 5) The Management and Owner accepts no responsibility or liability for travel arrangements made or affected by this Villa Rental Agreement or circumstances affecting same.
- 6) Only those persons stipulated on the booking form may reside in the villa. Additional charges may apply for additional residing guests or undisclosed usage of extra rooms. The owner or their representatives will be allowed access to check for damage or safety concerns.
- 7) No drug use anywhere on the property.
- 8) Arrival/departure times – These can be flexible by prior arrangement; They are officially, check out by 1100 and check in after 1600. We can advise regarding transfers to/from the Villa depending on the size of your group & arrival/departure times. If you wish to stay longer than 1100, and there are no new arrivals due, there is a charge of US\$20 per hour, per adult, payable to the onsite managers at the time of departure.
- 9) Complaints – Descriptions should be as accurate as possible. We reserve the right to make alterations of equal standards. If you discover any problems, inform the staff and we will do our best to rectify them without delay.
- 10) Personal Property - All personal property of the renter and guest(s) on the property shall be and remain his/her sole responsibility and risk of the renter and guest(s) and the property owner or property management company shall not be liable for damages to, or loss of such personal property arising from any acts of negligence of any other persons, nor from the leaking of the roof, or from bursting, leaking, or overflowing of water or sewer pipes, or from heating, cooling or plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the owner be liable for any injury to the person of the renter or guest(s) or other persons in or about the premises, the renter and guest(s) expressly agreeing to hold the property owner and property management company harmless in all such causes and events.
- 11) Insurance – it is a condition of booking that your party is covered by comprehensive travel insurance including, but not limited to, personal liability, personal property, travel cover, property rental and medical expenses. Your signature confirms that you are covered by such policies and are able to recoup any losses incurred, in any event.
- 12) If there are local “pay as you go” mobile telephones available for guests to make and to receive local or international calls, I agree to top up the credit prior to departure.
- 13) A concierge service (food shopping/personal services, etc) is available upon request. This will be charged at 35 US\$ per hour and payable to the onsite managers at the time of service.
- 14) Conservation of water and power: Due to Antigua being a tropical island dependent upon rainfall for water and local power plants and solar, there is a need to conserve both water and power consumption. At times the island power will be off or the load too much for the solar array and the generator will be required to be turned on. This will produce noise, but electricity will continue. A/C units should only be run as needed between 2100-0700 as power is in high demand. Likewise shower and tap water should be limited in usage time and not flagrantly wasted. A green levy of US\$50 is payable at the time if any air conditioning units are found to be on in an unoccupied/empty bedroom unnecessarily. The more power used, the more likely the generator will be on. Utilities are not guaranteed.
- 15) I am aware that the Caribbean is in the tropics and is a developing nation and fully understand that the wildlife there may be different to what I and my party are used to. I fully expect to see and hear the local wildlife during my stay and accept this as normal. I also accept that there may be a requirement

for the management to 'fog' the property to reduce bugs if requested, at my expense. I also accept that Internet is not guaranteed or at the speeds I am accustomed to. The ISP may randomly cut service for maintenance.

16) Right of Entry/Assignment and Indemnification - The undersigned renter hereby releases, agrees to indemnify and hold harmless the property owner, his agents and officers, Stella Place Antigua, LLC, and Stella Place Management Company Incorporated of Antigua and all agents of aforementioned entities ("Indemnified Parties"), of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned or any person (including renter's guests), or any property of the undersigned or any person (including renter's guests), as a result of any cause arising out of the use of the house or the property facilities, including the swimming pool. Renter agrees property owner or their respective representatives, including agents of Stella Place Antigua, LLC and Stella Place Management Company Incorporated of Antigua, may enter the premises during reasonable business hours to make necessary repairs or maintenance. Renter shall not assign this contract or sublet the premises in whole or part without written permission of the owner. You agree to indemnify the Indemnified Parties for any damages to the premises, including but not limited to, damages to the furnishings and household items, which is a result of your occupancy, excluding, however, normal wear and tear. The Indemnified Parties will not be liable for any damages to property nor liable for any accident that may occur to you or your guests during your occupancy in or on the property. Renter voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by any or each of the guests, or any property of any or each of the guests while renting the property. Renter and hereby releases and forever discharges the Indemnified Parties and indemnifies and holds harmless the Indemnified Parties from and against any and all liability, damages, actions, cause of action, claims, losses and/or expenses, including but not limited to; attorney fees, court fees and other expenses arising in connection with or based on injury to or death of any person, or damage/loss of property including to any member of renter's guests, including but not limited to visitors or invitees of guest, regardless of whether or not caused in whole or in part by negligence of one or more of the Indemnified Parties. This release shall be binding upon the distributes, heirs, next of kin, executors, administrators and personal representatives of each of the undersigned including renter and the guests of aforementioned. This indemnification shall not apply with respect to losses arising directly from the gross negligence or willful misconduct of anyone from the Indemnified Parties.

17) I agree to provide a damage deposit for my stay at Moondance. This will be in the form of a proforma completed with my CC details and my authorization signature allowing the payment of funds should there be any damage non-attributable to fair wear and tear for a period of up to 7 days after departure.

18) My booking guests, any visitors, and myself will adhere to the Moondance Property Rules as described on the attachment to this Contract.

I accept the above conditions:

Signed.....

Name

Date

Please see Moondance Property Rules and Payment Instructions

Moondance Property Rules

Some points may not be relevant to your unit.

SAFETY POINT – THE VILLA'S AND OUTSIDE FLOORS ARE VERY SLIPPERY WHEN WET. TAKE EXTRA CARE WHEN ENTERING THE VILLA OR WALKING AROUND WITH WET FEET. THE VILLA MANAGEMENT AND OWNER ACCEPT NO RESPONSIBILITY FOR INJURY/DAMAGE CAUSED BY CARELESS ACTIONS OF THE GUESTS.

ANTIGUA IS NOT A FIRST WORLD COUNTRY, PLEASE CONSERVE ELECTRICITY AND WATER AS THESE SERVICES ARE NOT GUARANTEED. IN THE EVENT OF A POWER CUT THE GENERATOR MAY START UP, THIS WILL OF COURSE MAKE A NOISE – ALSO PLEASE DO NOT FEED BIRDS, CATS OR ANY WILDLIFE.

AIR CONDITIONING – All bedrooms have air-conditioning units which are operated by remote control. Please ensure all windows and doors are CLOSED or the units will not be effective.

AS ELECTRICITY IS A PREMIUM EXPENSE, AIR CONDITIONING IS ONLY TO BE USED FOR SLEEPING AT NIGHT. WE REQUEST THAT YOU ONLY TURN IT ON WHEN YOU RETIRE IF NECESSARY AND SHUT IT OFF BY 7AM. WE RESERVE THE RIGHT TO CHARGE AN ENVIRONMENTAL LEVY IF AIR CON IS LEFT ON UNATTENDED OR UNNECESSARILY – 50US\$ PER DAY

GATE - There is a hand gate to the side of the electric gate for walking purposes. A car may be parked outside of the gate. If you're bringing a car up the drive, you may request a Gate Remote. Some remotes keep the gate OPEN FOR 5 SECONDS and then it CLOSES. **MOONDANCE IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED TO ANY VEHICLES MISJUDGING THE ENTRANCEWAY.**

WATER - Moondance's water is purified to Bottled Water standards. All taps/faucets provide pure drinking water. **Please make a concerted effort not to waste this valuable resource.**

POOL– Please note that the pool is only 4ft 10 Inches deep. You may only access the pool as part of a Moondance main villa rental. A pool service engineer will come twice weekly.

WE STRONGLY INSIST THAT YOU DO NOT DIVE INTO THE POOL OR JUMP FROM THE BALCONY!

There are pool toys and snorkel gear that may be enjoyed and returned their storage place. The filtration system is electric powered and set to run during the day. The pool should be cleaned of leaves as necessary. There is a net by the pool for this purpose. Please rinse sand off prior to entering the pool and Jacuzzi/Hot Tub.

MAID SERVICE – The maid's name is Fiona. The maid is employed from 8am-3pm. She will be happy to work any extra hours you may require outside those hours at a rate of EC25 per hour.

LINENS - The sheets and towels will be changed on a 4th day schedule due to the island's water resources. Pool/Beach towels are provided so that bathroom towels stay in the villa. Coloured towels may be taken to the beach along with the beach chairs and umbrellas and returned in the same condition.

PLEASE DO NOT USE THE BEDDING, WHITE TOWELS OR FACE CLOTHS IF YOU HAVE FAKE TAN, SUNSCREEN OR MAKE UP ON. This will be considered as malicious damage and the replacement costs will be recovered from the guests.

BBQ/GRILLS – There are propane grills for your use. Tools are in the kitchens. Shut off gas after use.

LOCKS/SECURITY- Please lock the Villa when leaving the property and upon retiring at night. Keep the door code to yourself. Codes are changed after guests leave.

SECURITY SYSTEM – Panic Button system, 1 lanyard per bedroom. Galleon Security will respond. 200US\$ fine for improper use of the panic system or for tampering with or disabling any aspect of the security system.

SAFE - Each bedroom has a security box.

PLEASE ENSURE THAT YOUR VALUABLES ARE LOCKED AWAY AND THE PROPERTY IS SECURELY LOCKED WHILST YOU ARE OUT OR IN BED. WHILST THIS IS CONSIDERED A SAFE LOCATION, OPPORTUNISTS MAY TAKE ADVANTAGE OF POOR SECURITY ON THE PART OF THE GUEST, WE ACCEPT NO RESPONSIBILITY FOR GUEST'S POSSESSIONS. GUESTS WILL BE HELD RESPONSIBLE FOR ANY THEFT OF VILLA EQUIPMENT/PROPERTY DUE TO POOR SECURITY ACTIONS ON THEIR BEHALF.

SMOKING AND FIRE - **NO SMOKING INSIDE MOONDANCE OR ANY OF THE OTHER BUILDINGS**

MUSIC SYSTEM – This is located in the main living room. By the use of the Input Button you can select Radio, CD/DVD, Auxiliary or Bluetooth. Bluetooth is called SPA-BT1. DVD's can have the sound through the TV or Mixer. The TV volume can only be played through the TV itself to allow for the music to be on outside. The CTV satellite works through the TV on HDMI 3. The music can be switched to play on the upper deck and pool deck by pressing the buttons labeled so on the small device on top of the mixer. Please respect the Galleon Beach Quiet Hours.

QUIET HOURS

Galleon owners have agreed to quiet hours of 2359 until 0900. Please be respectful and adhere to this rule. If a later time is required for a special occasion prior permission should be sought from the villa management team.

HOT TUB RULES

The rules displayed by the hot tub are to be adhered to.

DRUGS and ILLEGAL ACTIVITY

The use of illegal drugs will not be tolerated at Moondance. Any Illegal Activity will be reported to the Police who will prosecute to the fullest extent of the law.

VILLA MANAGERS

Whilst the management team is here to provide you with a safe and enjoyable stay, their responsibility only extends to the Villa's upkeep and maintenance. Any concierge type services requested, agreed and performed by the Management Team will be charged at US\$35 per hour. Advice is of course, as always, free.

***1st Payment Option: Wire Transfer TO Eastern Caribbean Amalgamated Bank**

Please pay ALL bank charges, unpaid fees will be recouped upon arrival in cash.

Guests often find it easier to transfer funds from an actual Bank Branch rather than online.

Option 1: WIRE TRANSFER INSTRUCTIONS:

SEE LAST PAGE OF CONTRACT, ENSURE YOU USE THE CORRECT INSTRUCTIONS FOR THE CURRENCY YOU ARE SENDING IN. WE ARE THE BENEFICIARY, ONLY USE THE INTERMEDIARY BANK IF YOUR BANK INSISTS UPON THAT AND ADD US\$50 TO COVER BOFA FEES

***2nd Payment Option: Credit Card Payment**

Send your credit card details to us and we will run it on our EC\$ merchant services point of sale card machine.

We only require the long card number and the expiry date. A 5% processing fee will be applied.

***3rd Payment Option: Venmo @Moondance-Antigua**

***4th Payment Option: Cash App \$MoondanceAntigua**

***5th Payment Option: PayPal @MoondanceAntigua**

IF GIVEN THE OPTION, select “Sending to Friends and Family” to avoid service fee. Selecting “Goods and Services” will incur 3% fee that you are responsible for or we can cancel the PayPal and try another payment.

***6th Payment Option: Wire Transfer TO Citibank**

MOONDANCE is owned and operated by Stella Place Antigua LLC.

Wires for payment should be made **with bank assistance** as the instructions are complex and not usually possible to do online.

Please ensure that ALL bank charges are paid at the time of payment

There may be other fields of information asked, but all that is required to make the transaction are the pieces of information listed below. Some fields on the form may be left blank.

Intermediary Bank information is not needed as the SWIFT code is this information.

Beneficiary address is not necessary. There is no IBAN#.

DO NOT ADD additional information except in the Notes or Special Instructions section. In this Notes section, you may list the name of the villa or cottage.

Wires Originating **INSIDE** the United States

- **Bank:** Citibank N.A., New York
- **Routing Number:** 021000089
- **Account Name:** Charles Schwab & Co., Inc.
- **Account Number:** 4055-3953
- **Bank Address:** 111 Wall Street, New York, NY 10005
- **For further credit to / Ultimate Beneficiary:** Stella Place Antigua, LLC – 9733-92XX (Contact Moondance for final digits)

Wires Originating **OUTSIDE** the United States

- **Destination Bank:** Citibank N.A., New York
- **SWIFT ID:** CITIUS33
- **Account Name:** Charles Schwab & Co., Inc.
- **Account Number:** 4060-7595
- **Bank Address:** 111 Wall Street, New York, NY 10005, USA
- **For Further Credit to / Ultimate Beneficiary:** Stella Place Antigua, LLC – 9733-92XX (Contact Moondance for digits)

***After a wire has been sent, PLEASE SEND THE FEDERAL REFERENCE NUMBER AND THE NAME OF THE BANK used to make the transaction** by email to MoondanceAntigua@gmail.com

The Moondance Property
Galleon Beach, English Harbour, Antigua

GUEST COVID-19 CANCELLATION POLICY

Effective 12th November, 2020

1. All bookings made after 12 November 2020, will be eligible for cancellation and refund in accordance with the terms set out below **provided:**
 - i) The booking is cancelled in writing (by e-mail or text) prior to the start of the booking; and
 - ii) the cancellation is required following the Guest's flight being cancelled wholly due to the Covid-19 pandemic or an active Covid-19 infection of the guest; and
 - iii) the Guest provides written documents from the Guest's travel insurer confirming the insurer has refused to meet the Guest's claim for reimbursement of the relevant accommodation costs for reason(s) directly attributable to the Covid-19 pandemic. The Guest will provide such documents from its insurer as soon as possible after the notice of cancellation.
2. In the event of a cancellation as set out above, the Owner will refund 90% of monies paid for the booking, less any amounts paid for any requested additional services, such as transport, purchase of food items etc. where non-refundable payments have already been made on behalf of the Guest
3. **Alternatively**, the Guest may request that the Owner credits 100% of the amount paid against a future booking at the same Villa. The credit will be available for a period of 12 months from the date of the original booking.
4. In the event of cancellation for any reason other than stated above the Owner's usual cancellation policy will apply.

Guest Name: _____

Guest Signature: _____

Date: _____

ECAB Bank

Incoming Wire Transfer Instructions

Please pay ALL bank charges, unpaid fees will be recouped upon arrival in cash.

Guests often find it easier to transfer funds actually from the Bank Branch rather than online

The Payment should ultimately point to the BENEFICIARY BANK DETAILS. The Intermediary bank is optional and only to be used if your bank requires it.

Ensure you use the correct instructions for YOUR currency.

YOU MUST ADD US\$50 TO THE AMOUNT IF YOU ARE USING THE INTERMEDIARY BANK
PLEASE PAY *ALL TRANSFER FEES UPFRONT*, UNPAID FEES WILL BE COLLECTED ON ARRIVAL

Senders Currency - USD

Intermediary Bank:

Bank of America N.A.

Hialeah, Florida

Swift Code: BOFAUS3M

BENEFICIARY BANK DETAILS

Eastern Caribbean Amalgamated Bank Limited

1000 Airport Blvd Coolidge, Antigua

Swift/BIC Code: ECABAGAG001

Acc Name:

ADMIRAL MANAGEMENT SERVICES

Acc No:

18325001003448

Senders Currency - GBP

Intermediary Bank:

Bank of America N.A.

2 King Edward Street,

London, EC1A 1HQ, UK

Swift Code: BOFAGB22

IBAN#: GB77 BOFA 1650 5049 7610 43

BENEFICIARY BANK DETAILS

Eastern Caribbean Amalgamated Bank Limited

1000 Airport Blvd Coolidge, Antigua

Swift/BIC Code: ECABAGAG001

Acc Name:

ADMIRAL MANAGEMENT SERVICES

Acc No:

18325001003448

Senders Currency - EURO

Intermediary Bank:

Bank of America N.A.

2 King Edward Street, London, EC1A 1HQ, UK

Swift Code: BOFAGB22

IBAN#: GB02 BOFA 1650 5049 7610 35

BENEFICIARY BANK DETAILS

Eastern Caribbean Amalgamated Bank Limited

1000 Airport Blvd Coolidge, Antigua

Swift/BIC Code: ECABAGAG001

Acc Name:

ADMIRAL MANAGEMENT SERVICES

Acc No:

18325001003448

Senders Currency - CAD

Intermediary Bank:

Bank of America Canada N.A., Canada Branch

181 Bay St., Suite 400

Toronto, ON M5J 2V8

Swift Code: BOFACATT

Routing: 024156792

BENEFICIARY BANK DETAILS

Eastern Caribbean Amalgamated Bank Limited

1000 Airport Blvd Coolidge, Antigua

Swift/BIC Code: ECABAGAG001

Acc Name:

ADMIRAL MANAGEMENT SERVICES

Acc No:

18325001003448

***** Admiral Management Services Address: Villa Sariel, Hospital Hill, English Harbour, Antigua**
TEL: +1 268 7854857, EMAIL: AdmiralAntigua@gmail.com ***