



Rental Agreement (v.3, 3/11/16)

L'Embellie Villa

Forest Bay, Anguilla
British West Indies

In L'Embellie Villa we have created our personal paradise and want to share it with you and others. In order to assure its care and your enjoyment, we ask that you accept these terms and conditions of your rental by signing below, providing the information requested on Attachment 1 and returning this agreement to us.

1. **Care of L'Embellie Villa.** L'Embellie Villa is our home and we ask that you treat it as we would and leave it in the same condition you received it. We ask that you do not rearrange the furniture (except, of course the outdoor furniture which you will want to relocate to all the delightful places on the grounds), take responsibility for any damages or missing items and respect the need for quiet and solitude of our neighbors.
2. **Service staff.** In order to keep L'Embellie Villa clean and tidy for you and future guests, we require daily (except Sunday) maid service, and periodic landscaping, pool maintenance and grounds keeping by our service staff, the costs of which are included in the daily rental rate. Our accommodating staff will make their best efforts to fit into your daily schedule, of which you are welcome to advise them. But we also ask your flexibility, recognizing that they have other commitments as well. We also ask that you treat them with the courtesy they deserve.
3. **Number and identity of people.** The occupancy limit at L'Embellie Villa is a total of six adults and children and we require that you identify these occupants in Attachment 1. If the occupancy changes after the initial identification we ask that you so inform us.
4. **No splitting of property, subletting or transfer.** In order to assure the unique privacy and tranquility of L'Embellie Villa we will only rent both the Beach Villa and Garden Cottage together to a single set of guests, whether or not they are both used. We will not rent them to separate parties. We require that L'Embellie Villa be used only by you and the guests you identify in Attachment 1 and cannot allow you to transfer the rental to others without our prior approval.

5. **Security.** Although Anguilla is a relatively safe island, it is not crime-free and we advise you to take appropriate precautions to provide for your personal security and to protect your belongings and our property. We require that you close and lock all doors and windows when leaving the property and upon retiring at night. We have provided security safes in all bedroom closets and a property security alarm system that we strongly advise you to use. Instructions for their use are available at the Villa.
6. **Swimming pool safety.** Swimming in our heated, free-form, landscaped pool is a unique indulgence at L'Embellie Villa; however it has a depth of water of only six feet. Jump in from the rock at the deep end to your heart's content, but do not dive in. We also have a delightful wooden footbridge over the pool, from which you should neither jump nor dive into the pool.
7. **Slippery surfaces.** We have designed and constructed L'Embellie Villa with extensive terra cotta tile terraces and walkways so that you may walk without shoes from the buildings to the beach to the pool and around the gardens, a vacation necessity. But despite the fact that we have applied a non-skid treatment to these vast surfaces and footbridge, they are quite slippery when wet. We ask that you take care while walking after a rain or emerging from the pool.
8. **No smoking.** We are non-smokers, as are most of our guests and require that you do not smoke inside the villa.
9. **No pets.** We are pet owners, but recognize that pets do accelerate the wear and tear of a home, as well as generate dander to which some guests may be allergic. Therefore we cannot allow pets on the property.
10. **No hazardous or illegal substances.** This may go without saying, but we do not allow any hazardous or illegal substances on the property.

11. Payment provisions

- 11.1. **Payment terms and methods.** To confirm your reservation we require a deposit of 50 percent of the total rent for your stay and will hold your reservation for no more than 14 days pending receipt of this payment. The remaining 50 percent of the total rent is due within 60 days of your arrival date. If we do not receive the final payment by this time, your reservation will be cancelled and we will return your deposit in full. Payment may be made by a certified bank or personal check (payable to Lambelle Properties, Ltd., the family company that owns L'Embellie Villa), wire transfer (instructions will be provided upon request), money order or Visa, MasterCard or American Express credit card. If payment is made by credit card we will pass on the 4 percent credit card fee that we are charged by the credit card company.
- 11.2. **Cancellation.** We understand that plans change and will do our best to accommodate yours needs should you find it necessary to cancel your reservation. If you cancel prior to 60 days of your arrival date, we will refund your deposit in full or transfer it to another available date at your request. If you must cancel less than 60 days prior to your

arrival, we will make every effort to rebook the villa and if successful, we will return your funds in full, less a ten percent rebooking charge. Or alternatively, you may wish to rebook the villa for another available date. Otherwise, we regret that you will forfeit your payment. You may cancel your reservation and receive a full refund at our discretion, or transfer your reservation at any time due to a family medical emergency or grievance.

12. Other provisions.

12.1. **Hold harmless.** We cannot assume any liability for loss, damage or injury to you or your personal property. Nor can we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or telephone or liability for any loss or damage caused by weather, natural disasters, acts of God, or other conditions beyond our control.

12.2. **Removal from premises.** If after agreeing to these provisions, you do not conform to them after reasonable requests, we regrettably may ask, at our discretion, that you vacate the villa and forfeit any remaining rent.

12.3. **Amendments.** We are happy to discuss and clarify any of the information identified herein, but we hope that you accept the reasonableness of these provisions and understand our disinclination to make modifications on an individual guest basis.

13. Required Information and calculation of rent. Please provide the information regarding your rental of L'Embellie Villa as requested on Attachment 1, which is made a part of this agreement.

I agree to rent L'Embellie Villa from Lambelle Properties, Ltd. according to the provisions of this Rental Agreement.

Please sign and e-mail this Rental Agreement together with the Attachment 1 to billrizzo@msn.com.

Signature: _____

Date: _____

Print Name: _____



Attachment 1 of Rental Agreement
L'Embellie Villa
Forest Bay, Anguilla
British West Indies

Name: _____

Address: _____

City:

State: _____

Zip code: _____

Country: _____

Daytime phone: _____

Fax: _____

E-mail address: _____

Names of others staying at L'Embellie Villa:

1. _____
2. _____
3. _____
4. _____
5. _____

Arrival date (after 2:00 pm, please): _____

Departure date (before 11:00 am, please): _____

Number of nights at L'Embellie Villa: _____

Total rent for stay (number of nights times daily rental rate): _____

Deposit due to confirm reservation (50 percent of total rent): _____

Final payment due within 60 days of arrival date (50 percent of total rent): _____

Payment method:

Certified bank check or personal check cleared by due date (made payable to Lambelle Properties, Ltd. and mailed c/o Bill Rizzo, 38 Sandy Pond Road, Lincoln, MA 01773, U.S.A.)

Wire transfer (see separate Payment Instructions or contact Bill Rizzo at billrizzo@msn)

Money order (mail to Lambelle Properties, Ltd., at above address)

Visa, MasterCard and American Express (a four percent fee will be added)

- Card number
- Expiration date
- Name as it appears on card
- Three digit security code on back of card

Please sign, scan and e-mail this Rental Agreement together with the Attachment 1 to billrizzo@msn.com.