

**Charlotte D'Arcy Donaldson**  
**Casuraina Properties LTD**  
**“WHIPSPRAY”**  
www.AVacationDestination.Com  
 Post Office Box Box 215  
 Weston, MA 02493  
 Cell.: 617-909-0759

**Booking Form: Your contact for TC from USA is 1-649-941-3595**  
**Caretaker contact on island is Thomas Valcin 1-649-231-3033**

Please scan the signed contract with copy of check deposit and email to guarantee your time. If not able then please **send both the contract and the check to be written to “Charlotte Donaldson”** to hold your time.  
**EMAIL YOUR FLIGHT AND CAR RENTAL INFO TO TVALCIN@TCIWAY.TC and darcyrentals@gmail.com ASAP**

Name of Villa: WHIPSPRAY **(Maximum Occupancy of this Villa is 6)**  
 Arrival Date: \_\_\_\_\_ 2016      Arrival Time & Flight # .....  
 Departure Date: \_\_\_\_\_, 2016      Departure Time & Flight # .....  
 No in party: .....      Rental Car Company .....

**Names of Passengers:**

Title	Initial	Family Name	Age if under 18

**Your correspondence details:**

Name: .....  
 Address: .....  
 .....

Home phone # ..... Work phone # .....

Fax # ..... Cell Phone#.....

E mail .....

**Declaration:**

I have read and understand the booking conditions and accept them on behalf of myself and all the persons listed. I confirm that I am a member of the party traveling and that I accept the prices quoted. I am over 18 years old.

Signed ..... Date .....

Name printed .....  
(Please print)

**Payment details:**

The rental fee for \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_,  
USDS\$ \_\_\_\_\_ Payment is due as follows:

<b>Deposit</b>	50%	US\$	Due upon agreement
<b>Balance</b>	50%	US\$	Due 60 days before arrival
<b>Security</b>		US\$ \$1,500.00	Due 60 days before arrival
<b>TCGov Tax</b>	12% or current rate		Due 60 days before arrival
			<b>TOTAL</b>

DEPOSIT CHECK to Charlotte D'Arcy Donaldson \$ \_\_\_\_\_

TOTAL CHECK to Charlotte D'Arcy Donaldson \$ \_\_\_\_\_

**• Payment by check only**

The rental fee does not include the following:

- Long distance telephone calls including 1-800 calls
- Visitors Internet Easy Access charges
- Air conditioning- available at \$25 per day if required
- Damages beyond normal wear and tear
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You are required to provide a credit card authority in order that any such charges may be collected after your departure ( normally 30 -45 days after departure)

- I authorize Casuarina Properties LTD MasterCard/ Visa also accepted, 3% fee will be charged to use credit card to debit my credit card for any damage done beyond usual wear and tear, phone bills, etc. should anything happen during my rental time:

Visa / MasterCard

Card number: .....

Expiry date: .....

Name on card: .....

Security code: .....

Signature of cardholder: .....

**Charlotte D’Arcy Donaldson**  
**Casuarina Properties Ltd.**  
(www.AVacationDestination.com)  
“Whipspray” Chalk Sound  
Providenciales,  
Turks & Caicos Islands, BWI  
**Casuraina Properties LTD**  
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Post Office Box215  
Weston, MA 02493  
Cell.: 617-909-0759 Fax: 781-373-3988  
E-mail: [cdturquoise@aol.com](mailto:cdturquoise@aol.com)

Booking conditions

1. This contract is between Casuarina Properties Ltd, **VILLA WHIPSPRAY** and

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2. Formation of contract

Before making a booking, you must contact us to obtain confirmation that your chosen property is available for the dates required. You must send us a completed and signed booking form and a deposit of 50% of the property rental within 5 days of receipt of confirmation of availability. A binding contract between the person who has signed the booking form and Casuarina Properties Ltd. will be made when we issue a confirmation invoice. You are responsible for payment of the price of the vacation and the compliance of members of your party with these conditions. Bookings cannot be accepted from persons less than 18 years of age at the time of booking and we reserve the right to refuse a booking without giving any reason. There is also a \$1,500.00 security deposit, in case of damages, which will be returned within 20 days OR less after rental.

3. Payment

The balance and the refundable security deposit must be paid not later than 60 days before arrival. Failure to pay the balance on time will constitute cancellation and cancellation charges will become payable in accordance with paragraph 5. If you book a vacation less than 60 days before arrival, the full rental fee is payable at the time of booking unless otherwise stated.

4. The Price

Prices are in US dollars and the rental period is weekly, unless otherwise stated. Properties are let fully furnished and equipped. Some properties have different conditions for letting which are indicated before making the booking.

Special Note Regarding Accommodation Tax

The Turks & Caicos Government introduced a 12% accommodation tax (or current rate) on all private villa rentals. In order to comply with Government regulations we must collect this tax at the time your final balance is due.

5. Cancellation by renter

Any cancellation by you (for whatever reason) must be in writing addressed to us at the address stated at the top of the booking form (fax or email is acceptable, call to be sure we received it). The effective date of cancellation is when written notification is received by us.

If you cancel your booking or if the booking is cancelled by us due to non payment we shall be entitled to the following percentage of the holiday cost:

More than 60 days before arrival: a \$150 administration fee

Less than 60 days before arrival: 100% of the rental fee

Note: In cases where cancellation is made less than 60 days before arrival and we are able to re-book the property for the period in question, we will provide a refund of the rental fee but not exceeding the amount for which we have been able to subsequently re-book the property.

#### 6. Amendments by the renter

Upon receipt of your booking confirmation invoice, please check the details to make sure they are correct. If after your booking has been accepted you require us to amend it in any way, you must notify us in writing as soon as possible. We reserve the right to treat a change of property and/or holiday dates as a cancellation of one holiday and the booking of another.

#### 7. Information

While we make every effort to ensure that descriptions supplied are accurate, you must accept that minor differences between the photograph, illustration and/or text used and the actual property may arise. Property owners reserve the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, property owners reserve the right to alter furniture, fittings, and amenities, facilities, either advertised or previously available, without prior notice. If significant material changes occur after your booking has been confirmed we will advise you if there is time before departure.

#### 8. Pets

There shall be no pets allowed!

#### 9. Illegal Drugs

Under no circumstances shall any illegal drugs be allowed on the property. TENANT understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. TENANT further waives any and all rights to recourse against the OWNER for enforcing this clause.

#### 10. Cleaning

Leave all beds unmade if used and the last day's towels in the bathrooms. All dinnerware, pots, pans, glasses should be cleaned and the dishwasher empty. Please discard used food from the cabinets and refrigerator, and all recyclables placed in the container in garage. (If applicable) TENANT will be charged for excessive linens and /or unwashed dishes and the like. Trash should be removed from the house and/or in the trash cans provided. Cleaning charges above six hours will be charged \$30.00 per hour.

#### 11. Subletting/Assigning/Occupancy

There shall be no subletting of the premises. The TENANT shall occupy and use the premises as a vacation residence only and not use the premises for any business, professional, unlawful or hazardous purpose.

#### 12. Repairs

The OWNER or caretaker must be notified immediately if TENANT discovers any item that needs attention. Once notified OWNER or caretaker will correct the problem with all expediency.

#### 13. Occupants

The occupancy of the house is limited to the number of persons and particular persons described in this agreement. The maximum occupancy is six (6) persons. **The only exception is children under the age of 15 years with OWNER's consent.** If tenant exceeds the maximum occupancy, TENANT and any/all guests are subject to immediate removal and forfeiture of their security deposit and rental payment. If TENANT exceeds the maximum occupancy without OWNER's

prior written consent, TENANT will be charged \$500.00 per day, per person that exceeds the maximum rental. **There may NOT BE ANY PARTIES HELD AT THIS VLIIA without SPECIAL PERMISSION**, a party is having more than 4 people other than your over nights at any given time. Honesty is the best policy,

Tenant's with permission: Full names

Tenant 1:

Tenant 2:

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

#### 14. Access

TENANT agrees to allow access to the house and property to OWNER and his agents upon attempted notice by telephone or in person. Agents include, but are not limited to, plumbers, electricians, caretakers etc. OWNER reserves the right to inspect the premises and house interior upon 24 hours notice to TENANT. TENANT agrees not to deny access. If TENANT refuses to allow access to OWNER or any agent designated by OWNER, the OWNER reserves the right to terminate the TENANT's vacation rental and TENANT will immediately vacate the premises upon demand by OWNER and TENANT will forfeit the rental payment.

#### 15. Arrival and departure

**You can check into the property at any time after 3pm on your arrival date, and the accommodation must be vacated by 11.00 a.m. on the last day.** In some cases it may be possible to check in earlier than 3pm, or check out after 11am but this depends entirely on other bookings that may have been made on the property and is subject to confirmation by Casuarina Properties Ltd.

#### 16. Attorney Fee

In the event that Owner/Manager shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Owner/Manager shall be entitled to all costs incurred with such action, including a reasonable attorney's fee.

#### 17. Your responsibilities

You must keep the holiday accommodation and all furniture, fittings and effects in the same state of repair and condition as at the commencement of the holiday, and leave the holiday accommodation in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your occupation (with the exception of normal wear and tear), and will be responsible for paying appropriate compensation to the property managers direct or to us as agent in the event of breakages or damage.

You are responsible for all long distance telephone calls (including 1-800 calls).

You will be asked to provide authority to charge your credit card with any and all charges for loss, damage, telephone usage and air conditioning. Documentary evidence of such charges will be provided.

#### 18. Liability of the Property Owner

The property owner shall not be responsible for death or personal injury of any renter nor loss of, theft of or damage to any personal possessions. We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, measures of any kind on the part of any governmental or local authority, or adverse weather conditions including hurricane. In the event of cancellation by either party the cancellation and refund conditions as detailed in clauses 5 of this document shall apply. We cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers etc., nor for failure of public utilities such as water and electricity. Neither we nor the property owner is responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond our control.

19. Safety

TENANT acknowledges and agrees that they are responsible for the safety of themselves, their quests and their children with respect to water access and deck access. Tenant acknowledges and agrees to hold owner harmless from any injuries to them or their quests. It is understood that there is no lifeguard and that the supervision is their responsibility. The use of kayaks is forbidden unless a written release has been signed by both the intended user and the managers of Casuarina Properties Ltd.

20. End of Term

At the end of the term, the TENANT shall leave the premises clean and in good condition, remove all TENANT's property, repair all unreasonable damages caused during their stay. For any items left behind there is the charge of the postal fee plus \$50.00 per hour for the caretaker's time.

21. Hold Harmless and Indemnity

OWNER of rental property shall not be liable for any damages and/or injury to TENANT and/or their guest(s), or their personal property due to TENANT's acts, actions or neglect. TENANT agrees to hold OWNER harmless against any claim for damage and/or injury due to TENANT's act or neglect or TENANT's guest's acts or neglect.

22. There are not to be any parties of more than 6 outside guests at any time. There is not to be any ceremonies on the property without written approval.

32. Law

All contractual obligations arising out of these booking conditions shall be governed by the laws of the Turks and Caicos Islands and of the USA.

I, as the renter have agreed to the above and will be responsible that all individuals that accompany me will abide by the above.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

Charlotte D'Arcy Donaldson

\_\_\_\_\_  
Casuarina Properties Ltd -Manager Date