

Tenant Terms and Conditions

The rental includes the property booked with all furniture, appliances, tableware, décor, linen, and house staff. Vehicles, including golf carts and bikes, are not included expect where expressly agreed. Locked areas, pantries and closets are reserved for the use of the property owner and are not included in this rental.

Short-term rentals are subject to payment of a "resort fee" that must be paid at check-in. This fee is a daily amount per person. Please note that the resort fee is not included in the rental price.

1. Payment and Cancellation.

- a. We require a 50% deposit of the total rental amount to confirm the reservation.
- b. The balance is due 60 days prior to your arrival date.
- c. For all reservations made within 60 days of travel the full amount is required to confirm the reservation.
- d. For all Christmas and/or New Year's Reservations the balance is due 90 days prior to check-in.
- e. All deposits, excluding the security deposit, are non-refundable.
- f. For cancellations between booking date and 60 days before arrival, the outstanding balance will not be required.
- g. **Cancellation due to exceptional circumstances.**
In cases of : **pandemic**, officially declared by the WHO, **death of relatives** of up to second degree, **hospitalization** of travelers or any other circumstance of **force majeure** , documentary justified, 100% of the amount of the reservation will be reimbursed, provided that this circumstance is reliably communicate at least 48 hours before check-in

We strongly recommend you purchase trip insurance to cover any cancellation, illness, delay, interruption, or any unforeseen events. We recommend contacting Travel Guard insurance to purchase such insurance.
(www.travelguard.com)

2. **Check-in and Check-out times.** Guests must vacate their villas no later than 11 am and check-in time to villa is 4 pm. Failure to check out of your villa at 11 am sharp may result in an extra day's booking fee on the final day of booking. Where circumstances permit, early check-in and/or late check-out is possible. Please check with your villa rental agent.
3. **Security Deposit.** A security deposit of \$2,000 is collected with your final **balance** and held by **JC Collection Homes** during the stay. Some homeowners may request a higher amount, please check the house policy . The security deposit is refundable within 7 business days of your departure, provided there is no breakage, damage, missing items, no additional cleaning for villas left abnormally dirty, long-distance calls charged to the villa's telephone, and no other charges incurred during the stay. You hereby agree to pay the property manager on behalf of the owner of your villa the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of your occupancy, excluding normal wear and tear. For rentals more than fourteen (14) nights, the security deposit may be held up to 21 business days after rental for owner to receive utility bills.
4. **Liability.** The tenant understands, acknowledges and accepts that the use, by himself or any of his relatives or guests, of the villa, its facilities and amenities is exclusively at his own risk and responsibility, exempting the owner and its representative agents from all liability.

JC Collection Homes acts in this document as a hosting agent and assumes no responsibility for loss or damage to property, or liability for injuries, accidents, delays or irregularities that may be caused by either:

- i) use and enjoyment of the villa or/and the resort and their respective facilities.
- ii) use of any kind of transport, whether rented or not. Transportation (airlines, ferries, rental boats, rental cars and taxis) is provided by suppliers that operate independently of **JC Collection Homes** so it does not assume any responsibility.

In addition, the guest as responsible for their villa during the occupation, must block the windows and doors of the villa safely at all times when not in the facilities, and must be careful to secure all personal property.

JC Collection Homes is a private company. The owner of the villa and **JC Collection Homes** reserve the right, in its sole discretion, to refuse to rent or provide services to any person



5. **Capacity of villa.** The total number of persons allowed in the villa at any one time is restricted to the number of persons scheduled and paid for, based on two persons per bedroom. Should a group misrepresent themselves, they will be required to pay for all excess persons immediately, or shall vacate the villa immediately, without refund.
6. **Complaints and maintenance.** The owner and JC Collection Homes shall make every effort to keep the property and inventory in good working order. In case of a maintenance problem, we will strive to repair the problem as soon as possible after being notified. Villa management reserve the right to be allowed a reasonable amount of time to cure a problem. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, internet service, water, pool filtration systems, hot tubs, air conditioning, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or maintenance issues to the villa staff or JC Collection Homes .
7. **No Pets.** As a general rule, pets of any kind are not allowed on the premises of the villa. Check the villa policies if they are accepted or not. If so, you must obtain specific written permission from JC COLLECTION HOMES (granted prior to arrival). A pet or evidence of a pet found on premises will cause immediate eviction, and forfeiture of Guest's entire rent and deposit
8. **Quiet enjoyment and parties.** You as the Guest agree to take all reasonable steps to ensure that your family and other guests in your party adhere to the rules and regulations affecting the property. We rent to family groups and responsible adults only; absolutely NO house parties, commercial uses or functions such as weddings are allowed without advance WRITTEN permission from JC Collection Homes . Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10 pm at night. If Guest is found to have had a wedding or any sort of group gathering for more than scheduled and paid for, the security deposit is subject to forfeiture and/or eviction from the property.
9. **Smoking, Illegal activity, Drugs, and Hazardous Materials.** As a general rule , smoking is NOT permitted inside the villa, but is allowed in outdoor spaces .Please , check the villa policies . Guest and members of his party shall not use or permit to be brought into any villa any illegal substances. Any illegal activity is strictly prohibited.
10. **Applicable law.**
The terms and conditions of the rental must be accepted before making your reservation, therefore it is your responsibility to make a detailed reading of them before their acceptance.
The agreement shall be interpreted in accordance with the laws of the Dominican Republic. The courts in the district of La Romana, Dominican Republic shall have exclusive jurisdiction in respect to any proceedings in connection with this agreement.