



## **SMRC Vacation Rental Agreement Terms & Conditions**

...The Fine Print...

### **Property Rental Terms & Conditions**

When you reserve a rental property with St. Martin Reservation Center, LLC, dba Owner Direct Rental Club, (ODRC/SMRC) your Confirmation will be forwarded to you via email and/or standard mail. The Confirmation becomes a binding agreement when we receive the rental deposit. Payment of money or taking possession of the property in response to your Confirmation constitutes your acceptance and agreement to the terms, conditions, limitations and restrictions as printed below as well as rules and regulations of the hotel, villa, condo or townhouse and their respective associations. If there are any questions with any of the following, please be sure to email or telephone SMRC for discussion and explanation before sending rental deposit monies.

### **Confirmation of Reservation**

Rentals require a Security Damage Deposit. The amount of the deposit will be specified in your confirmation. Deposits are handled with a credit card authorization, which blocks the deposit amount on your credit card. In some cases, the Damage Deposit will be required to be signed upon arrival. In other reservations, a Security Damage Deposit Form, on which you agree to an authorization, blocking funds on your credit card must be signed and returned to SMRC. Renters must secure their reservation with a credit card valid at least 60 days after the departure date. Failure to sign the appropriate Damage Deposit Form, subject the reservation to automatic cancellation and you will be denied occupancy, without refund.

### **Reservation Restrictions**

The responsible guest entering into this reservation agreement must be at least 18 years of age (in some cases the minimum age is higher) and be present at check-in and check-out and provide passport or other ID on request. Guests acknowledge that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. All Guests must be preregistered prior to arrival. The total number of persons allowed in the rental property at any one time is restricted to the maximum occupancy set forth in the confirmation. Should a rental party misrepresent themselves, they will be required to pay for the excess persons immediately or shall vacate the property without refund. Guests agree that the premises are subject to their quiet enjoyment and shall not be used for any illegal or unlawful purpose. Special events must be approved in writing, in advance by SMRC.

### **Payment & Cancellation Policy (Villa/Condo)**

A deposit constituting the 50% of the total rental amount is due within 7 days of making a villa reservation to guarantee confirmation. The remaining balance due must be paid in full not later than 90 days prior to the Guest's arrival. Failure to make either of these payments on time will cancel your reservation automatically, with no refund of initial deposit. All advance villa payments from guests are initially deposited in an account payable to SMRC. Payments are then forwarded to the property owner or their local real estate agent. Cancellation policy varies from property to property and will be spelled out in detail in initial confirmations. All cancellations or request to change dates must be in writing and sent by email.

There is a tax/service charge in addition to the base rental rate and depending on where you make your reservation there may be additional charges for credit card payments and website fees. Payment can be made by major credit card, check (payable to Owner Direct Rental Club) or bank wire.

Hotel & Resort deposits will vary by property and in many cases the deposit charge will be made directly by the hotel. All notices of cancellation must be made in writing to SMRC. A cancellation is not effective unless the guest received a written confirmation of such cancellation from SMRC.

### Payment Methods

Payments made by check are to be directed to Owner Direct Rental Club. ODRC/SMRC accepts payment by check, bank wire or major credit card. There is a 10% tax & service fee applied to the rental rate, which may be reduced if another form of payment other than credit card is used. The amount of the tx/svc fee may vary based on where the reservation is made. If credit card payment is the preferred method of payment, the CCV # and billing address of the card holder is required. Cardholders will be required to sign and return a Credit Card Authorization Form providing written approval to charge their card if the reservation is made on a web site, by mail or phone. Credit card charges may be limited to amounts not to exceed \$10,000 per reservation. For payments by check a \$50.00 handling fee will be charged for all returned checks.

### Additional Charges

All charges beyond prepaid rent which may include, but are not limited to additional nights, additional maid service, telephone charges, rental items such as cots or cribs may be charged through the local managing agent or resort directly. ODRC/SMRC or property owners are not responsible for any preceding stated charges incurred during guest's stay. Some owners may require a signed credit card security guarantee or deposit for extra equipment.

### **ARRIVAL ON ISLAND - IMPORTANT!**

We will need to know the ***airline, flight number, arrival and departure times, number and names of guests and the car rental company and collection point*** at least 30 DAYS before the arrival date (please confirm this vital information ODRC/SMRC).

For most villa reservations, a driver will meet and greet the renter at the airport. The driver will be holding signage showing the renter's name and will be waiting just outside the main arrival hall. The driver will transfer the renter to the car rental agency and from there will escort the renter to the property. If the car is to be delivered at the villa, the driver will transfer the clients to the property. Please note this service is for villa bookings. If the renter rented a condo or town home, he or she will be met at a prespecified collection point. The meet/greet and transfer services are offered on a complimentary basis for villa rentals. There is one transfer or escort to the villa included in the rental. Subsequent transfers can be arranged on a request basis for an additional cost payable directly to the driver. Guests traveling separately should always travel with the list of the island contact numbers in case of Emergency, as provided on their final confirmation.

### Arrival & Departure

When the Guest arrives at their property, they will be given the property keys, a welcome briefing, and a walk-through of the property to help get them settled and comfortable. These "meet-and-greet" services are included in the rental rate. There is no extra charge for these services. Many of the larger villas include a "complimentary" starter food basket which will be delivered prior to the renter's arrival at the property.

Guests must vacate their property no later than 12 PM, and check-in time is 3:00 PM, unless otherwise specified on their confirmation. Failure to check out of the property at 12 PM sharp may result in a penalty charged to the Guest. Check-in and check-out times are strictly enforced at all properties. If the Guest would like a later check-out time, they are required to check with the local property manager office during their stay to see if another group is arriving the day they leave. If not, they may be able to stay on later into the afternoon at no charge, but they are required to get prior permission to stay later than the published check-out time.

### **QUIET ENJOYMENT AND PARTIES**

ODRC/SMRC wishes to maintain a family atmosphere for the quiet enjoyment of Guests. We rent to family groups and responsible adults only; absolutely NO house parties or functions such as weddings are allowed without advance WRITTEN permission from ODRC/SMRC. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10pm at night.

### **SWIMMING POOLS**

French law requires that from May 2004 that all property pools be protected with alarms. Please note that it is the responsibility of the renters that these alarms are switched on during their stay. ODRC/SMRC is acting hereunder as Agent for accommodations and assumes no liability for property loss or damages, nor liability for injury, accidents, death, delay, or irregularity which may be occasioned by reason of defect in any pool alarms. This law does not apply to properties on the Dutch side of St Maarten.

### **Cancellations/Transfers/Substitutions**

Most villa reservations are nonrefundable once the deposit is received. Cancellations at hotels and resorts vary in accordance with the policies of each property. All cancellations and any request for changes to your reservation (such as date changes, changes in the number of persons or transfer between units) must be made in writing (by email) to ODRC/SMRC and are subject to a \$100 administration fee. Changes in dates will be treated as a cancellation and rebooking, subject to the following policies. Refunds due to last-minute reductions in the total headcount originally booked are not allowed. No-shows, late arrivals, and early departures after your arrival are non-refundable.

ODRC/SMRC strongly recommends travel cancellation insurance (available through many insurance carriers). We recommend that insurance be purchased within 14 days of initial deposit which in many cases will cover preexisting conditions. While travel insurance does not cover pandemics, it is still recommended for purchase for other covered events. Generally, insurance can be purchased up to the day before travel but might not cover weather issues if warnings have been issued prior to purchase date. Please read your contract carefully.

If at the time the guest is to begin occupancy of the property, the property owner cannot provide the property in a fit and habitable condition, then ODRC/SMRC as agent shall offer to substitute with a reasonably comparable property. If unacceptable to the guest a net refund from the property manager or owner will be requested and ODRC will refund all funds received back from the owner/property manager less 20% processing fees. Guest acknowledges that in no event shall ODRC/SMRC or property owner be held liable for any consequential or secondary damages, including but not limited to, airline costs or any expenses incurred because of moving. Should the current property owner sell or transfer title to the property, the property owner will disclose to ODRC/SMRC through the property manager, information regarding treatment of existing rentals. If the new owner does not agree to accept current or future rentals, guest will be notified in writing and will receive a refund of any payments made for said rental, less 20% processing fees, if comparable or better accommodations are not available.

### **DRUGS AND HAZARDOUS MATERIALS**

The Guest shall not use or permit to be brought into any property any illegal substances, inflammable fluids (e.g., gasoline, kerosene, naphtha, or benzene), or other explosives or articles deemed hazardous to life, limb or property.

### **Locked Areas**

Locked pantries and closets for which Guest is not provided a key are reserved for the use of the property owner and are not included in this rental. Forced entry into these areas is cause for immediate reservation termination and Guest will be charged for damage and/or missing items.

### **Evacuations**

If local or resort authorities order a mandatory evacuation in an area inclusive of rented property, the guest in possession of the property shall comply with the evacuation order. Upon compliance, ODRC/SMRC will request a refund for each night that the guest is unable to occupy the property because of the mandatory evacuation order.

### **Lost Stolen or Abandoned Articles**

Most units are equipped with programmable safes for storage of valuables. Neither ODRC/SMRC, nor property owner shall have any responsibility for lost, stolen, or abandoned items. In many cases travel insurance policies cover theft claims. Check your policy. Guests must ensure that the villa, condo, townhome, or hotel room/suite is always locked securely. Guest agrees to hold harmless ODRC/SMRC & property owner in the event of any loss.

### **HOUSEKEEPING SERVICE**

For most villas, housekeeping service is generally provided daily except Sundays and holidays. For condos and town homes, housekeeping may be more limited or only on departure. This service is for hotel-type general cleaning and tidying only; towels will be changed daily; bed linens may be changed every 2 or 3 days. Guests' personal laundry is not included in housekeeper duties; however, guests may approach the housekeeper directly to arrange for their personal laundry. The housekeeper will expect a suggested tip of \$10.00 per load for this additional service. Cooking or babysitting must be arranged in advance, and prices are set according to the services required. Your local property manager can help Guests make those arrangements. Gratuity for the housekeeper is at your discretion, typical range is \$8 - \$10 per couple per day + extra for added or outstanding service.

### Smoking / Pets

There is no smoking inside any units. Smoking is only permitted on the outdoor areas or balconies of the units. No pets of any kind are not allowed in the units. A pet or evidence of a pet found on premises will cause immediate eviction, and forfeiture of guest's entire rent and deposit. Some properties may accept small pets with prior authorization and an additional pet deposit. Government entry requirements must be complied with to bring pets into the country.

### Maintenance, Damages & Utilities

A credit card must be provided on the Security Damage Deposit form when the reservation is confirmed. This may be authorized just prior to reservation start date and will be held on file for 60 days after the departure from the property. Guest will be invoiced for any damages. This credit card will be charged for breakage, damage, missing items, additional cleaning for properties left abnormally dirty, international calls charged to the property's telephone, and other charges incurred before, during or after the stay, still outstanding. All normal utilities (except for international telephone calls) are included in the rental price. The renter agrees to pay ODRC/SMRC, or the owner of the property, for cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of the renter's occupancy, excluding normal wear and tear. The renter agrees to take all reasonable steps to ensure that their guests adhere to the rules and regulations affecting the property. All properties are privately owned, so decor, colors and inventories will of course vary. All properties are fully furnished, including an ample supply of bed linens and towels for Guests' use. Removing any items from the property is prohibited.

All normal utilities (except for long distance phone calls) are included in your rental price. Guest acknowledges that unless the local property manager is notified on day of check-in of any damage or cleaning concerns, all damages, or concerns to the property during the occupancy will be guest's responsibility. Guests are obligated to notify the local managing agent immediately of any damages to the unit and/or its contents during their stay.

Guest hereby agrees to pay the cleaning or replacement costs for all damages to personal property or to the real estate, which may occur as a result of guest's occupancy, excluding normal wear and tear. Property owners and property managers shall make every effort to keep properties in good working order. In case of a maintenance problem, they will strive to repair the problem as soon as possible after being notified. However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, water, pool filtration systems, Jacuzzis, air conditioning, television or cable service, internet, appliances, etc.

Property manager, property owner, resort staff or their representatives have the right to enter the premises during tenancy to provide housekeeping service, inspect, or make repairs. Every effort will be made to notify Guest in advance.

Most villa telephones operate on a restricted line, which only allows for local outgoing calls and free incoming calls. Most villas include free satellite or cable TV service with connection for at least one TV as well as free wireless Internet connection. Satellite & cable TV & Internet providers have technical problems from time to time and the service on the island is not always reliable or fast. As such, neither ODRC/SMRC, the property manager or property owner is responsible for performance of any of these services or related problems beyond making their best effort to report and restore service or correct problems. No refunds or price adjustments will be made regarding these services.

### Liability

ODRC/SMRC & the local property manager, assumes no liability for water or electricity turn off, by government agencies. Also, as Agent we assume no liability for property loss or damages, nor liability for injury, accidents, delay, or irregularity, which may be occasioned either by reason of defect, or the acts of any company, or persons. Furthermore, Guests are responsible for their rented property during occupancy, and must always lock unit windows and doors securely when not on the premises. Use of Pools & hot tubs/Jacuzzi can pose risk ranging from infections to drowning. Please use these facilities with care and at your own risk. We assume no responsibility for any loss, injury, or damage to person or property because of the acts or transportation providers (airlines, taxis, rental cars, ferries, charter vessels).

### PROPERTY KEYS

The Guest will be provided house keys, gate remote controls, and safe keys as appropriate for their rental property. The Guest is required to follow all instructions precisely on where to leave the keys and gate remote controls when they depart. They should call the local property managers office if they are unsure. Guests will be charged at replacement cost for each set of lost or mishandled keys or gate remote controls.

### **CAPACITY OF PROPERTIES**

The total number of persons allowed in the property 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 be required to vacate the property without refund. Exceptions to this Term are made only for infants under 24 months old, if sleeping in a baby crib and not occupying one of the property's beds. Rental of cribs and other additional equipment is at an extra charge and must be pre-approved.

### **Termination**

If the Guest or any member of his party violates any of the terms of this agreement, ODRC/SMRC or the responsible local property management company or hotel responsible for guest reservation, may at its sole discretion, terminate this rental agreement with no refund of rents and may enter the premises and remove guest, the members of his/her party and their belongings. Guest acknowledges and understands that he/she is subject to expedited eviction if guest (1) holds over possession after his or her tenancy has expires, (2) commits a material breach of this Vacation Rental Agreement, (3) fails to pay rent as required by the agreement, (4) obtains possession of the property by fraud or misrepresentation.

### **FORCE MAJEURE**

The performance of this Agreement by ODRC/SMRC & the local property manager is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for the property rental. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice without liability. In this event, ODRC/SMRC as Agent, will make a best effort to recover net funds and return to the Guest. ODRC/SMRC is not responsible for arrival delays or cancellations due to weather, including Force Majeure, or other events causing airline or other public transportation to cancel reservations or arrive late, missing all or a portion of their reservation. Travel insurance is highly recommended to cover these circumstances.

### **Rates & Printing Errors**

The information pertaining to each property on ODRC/SMRC websites is constantly updated. ODRC/SMRC is not responsible for printing errors or inadvertent omissions. All rates and property details are subject to change without prior notice.

All units are privately owned, so decor, colors and inventories will of course vary. Guest understands that the property is privately owned, including furnishings and neither the property owner nor ODRC/SMRC shall be responsible for providing any additional furnishings or equipment not presently on the premises. Rearranging the furniture or removing any items from the units is not allowed. In any dispute arising out of this rental agreement, the laws of France and the European Union or the Netherland Antilles shall apply, based on property location and the prevailing party shall recover its costs, expenses, and reasonable attorneys' fees. The Security Damage Deposit and Credit Card Authorization along with payment of the rental fee constitutes the renter's acceptance and agreement to these terms, conditions, limitations, and restrictions as printed above. If the Guest has any problems or questions with any of the preceding, please BE SURE to email or telephone ODRC/SMRC BEFORE sending the rental deposit monies.

### **General Disclaimers**

ODRC/SMRC acts as a travel agent / tour operator making reservations & providing other information services on behalf of Guests. As an Agent ODRC/SMRC does not own or control the rates, policies, facilities or maintenance of hotels or private vacation rental properties. While we make every effort to periodically inspect properties and properly advertise property features, the resort, hotel, or local property manager retained by property owners are responsible for these areas. Guests agree to hold ODRC/SMRC harmless in the event for discrepancies. Please note that all beaches in St Martin / St Maarten are public and nudity is common in some areas. Please be sure to ask about nudity in the areas you plan to visit if this is a concern. No refunds or adjustments will be made regarding this issue.

ODRC/SMRC is not responsible for cancellations due to overbooking by the hotel or property owner or its Agents (property Manager). We will make every effort to find comparable alternative property or request a net refund from the property owner or its Agent. We will make every effort to ensure that a property is available at the time of reservation for the dates requested, including securing a written confirmation from the property owner. Guest agrees to hold harmless, ODRC/SMRC, in the highly unlikely event a property should become unavailable after confirmation, through no fault of ODRC/SMRC.

Travel insurance is recommended to cover these unlikely events. Payment by the guest constitutes acceptance of the terms of contained herein.

**For reservations or questions  
please contact our friendly team at:**

[info@4smrc.com](mailto:info@4smrc.com)  
**Toll free: 800 480 8555**  
**International: 480 460 2800**



**Your St Martin Dream Villa Awaits You**