



Your St Martin Dream Villa Awaits You

SMRC Vacation Rental Agreement

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 you send 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.

Reservation Restrictions

The guest entering into this reservation agreement must be at least 18 years of age 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 pre-registered 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 advance by ODRC/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 deposits. All advance villa payments from guests are initially deposited in an account payable to ODRC/SMRC. Payments are forwarded to the villa owner or their managing agent. Cancellation policy varies from property to property and will be spelled out in detail in initial confirmation.

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 ODRC/SMRC. A cancellation is not effective unless the guest received a written confirmation of such cancellation from ODRC/SMRC.

Payment Methods

Payments are to be directed to St Martin Reservation Center, LLC (ODRC or SMRC). ODRC/SMRC accepts payment by check, bank wire or major credit card. There is a 13% tax & service fee which may be reduced if another form of payment other than credit card is used. If credit card payment is the preferred method of payment, the billing address of the card holder is required. Cardholders will be required to return a signed Credit Card Authorization Form providing written approval to charge their card if the reservation is 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. Some payments may be accepted by credit card through online agencies, which may charge additional booking fees that are not the responsibility of ODRC/SMRC.

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 deposit.

Guest Cancellations/Transfers/Substitutions:

Villa & condo 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, fax or letter) to ODRC/SMRC and are subject to a \$100 administration fee. Changes in dates will be treated as a cancellation and re booking and are subject to the following cancellation/refund policies. Refunds due to last-minute reductions in the total headcount originally booked are not allowed, however will be considered on a case-by-case basis to request exceptions. There is no penalty for upgrades in the same property other than the cost of the upgrade. 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). It is recommended that insurance be purchased within 14 days of initial deposit which in many cases will cover preexisting conditions. Generally, insurance can be purchased up to the day before travel with restrictions. Guest agrees that ODRC/SMRC is not obligated to perform under force majeure and is not obligated to refund commissions or fees for travel agent services performed.

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 a reasonably comparable property. If unacceptable to the guest a refund from the property manager or owner will be requested for net payments made to the property owner. Refund will be issued less administrative and booking fees charged by ODRC/SMRC. 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 administrative or other expenses incurred as a result of cancellation. Should the current property owner transfer title to the property, the property owner will disclose to ODRC/SMRC, information regarding acceptance of existing reservations. 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 to the owner for said rental if comparable accommodations are not available. Refund will not include any portion of booking & administrative fees assigned to ODRC/SMRC. If the guest chooses a property at a higher rate, they agree to pay the difference. If the new property is at a lower rate ODRC/SMRC will request a refund of the difference.

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 termination of reservation and Guest will be charged for damage and/or missing items.

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 under baggage. Check your policy. Guests must insure that the villa, condo, townhome, or hotel room/suite is locked securely at all times whether or not you are on the premises and at night. Guest agrees to hold harmless ODRC/SMRC in the event of any loss.

Maintenance, Damages & Utilities

All normal utilities (excluding long distance phone calls) are included in the rental rate. Guest acknowledges that unless the local property manager is notified on day of check-in of any damage or cleaning concerns, all damages to the property during the occupancy will be guests responsibility. Guests must notify local managing agent immediately of any damages to the unit or its contents during their stay. Guests agree to maintain reasonable care with use of utilities.

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 inspect, make repairs or show property for sale. Every effort will be made to provide advance notice to the guest. Most villa telephones operate on a restricted line, which only allows for local outgoing calls and free incoming calls. Most but not all 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 experience problems from time to time and the service on the island is not as reliable as in the US/CA/Europe. 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. Complimentary beach chairs are sometimes offered to guests; however, this policy is up to restaurant owners and is subject to change without notice. No refunds or price adjustments will be made regarding these services.

Arrival & Departure

Check-in time: 3 pm or later on arrival day & Check-out: 11 AM on departure day unless other arrangements are confirmed.

Liability

Property owners or ODRC/SMRC assume no liability for turn off of water or electricity by government agencies, property loss or damages, nor liability for injury, accidents, delay, or irregularity, which may be caused either by reason of defect, or the acts of any company or persons. Furthermore, Guests are responsible for the rented property during occupancy, and must lock unit windows and doors securely at all times when not on the premises. Use of Pools & hot tubs/Jacuzzi can pose risk ranging from infections to drowning. Use of these facilities is a Guest's own risk. Some owners may require a security deposit which will be included as part of the reservation confirmation and must be executed by the guest.

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 shall request a refund of amount paid to property owner (excluding ODRC/SMRC administrative charges and fees) for each night that the guest is unable to occupy the property because of the mandatory evacuation order.

Smoking / Pets

Smoking is only permitted on the outdoor areas or balconies of the units. There is no smoking inside any units unless specifically authorized. 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 written authorization and additional pet deposit.

Termination

If the Guest or any member of his party violates any of the terms of this agreement, ODRC/SMRC or hotel, resort or local property manager responsible for reservation, may at its sole discretion, terminate this rental agreement with no refund of rents and may enter the premises and demand removal of 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 expired, (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.

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. Policies regarding offer of free beach chairs made by local restaurants are subject to change without notice, even after reservation and Guest agrees this not part of rental and agrees to hold harmless ODRC/SMRC and property owner for any claims.

General Disclaimers

ODRC/SMRC acts as a travel agent / tour operator making reservations & providing other information services on behalf of its clients. 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 of discrepancies. Note that all beaches in St Martin / St Maarten are public and nudity is very common. Please be sure to ask about nudity in the areas you plan to visit if this is a concern. No refunds or price adjustments will be made regarding this issue.

ODRC/SMRC is not responsible for arrival delays or cancellations due to weather or other events, including events causing airline or property owner to cancel reservations resulting in missing all or a portion of guest reservation. Travel insurance is highly recommended to cover these circumstances. In the event of force majeure, refunds of the net amount paid to property owner or their agent, less ODRC/SMRC commissions and administrative fees will be requested from property owners. Guest agrees to hold harmless ODRC/SMRC and to hold property owner or their property manager responsible for return of net funds.

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 an alternative reservation at or near the original rate, or request a refund of amount paid 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 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. Any disputes under this agreement are subject to the laws of Arizona.

For Reservations or Questions
Please Email us at info@4smrc.com
Or call 800 480 8555 / 480 460 2800

