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Reservation Invoice

Villas of Distinction
Villa Specialist: csackener@wth.com
Reservation Number: 2210131227CS
Client: Cynthia Dominick
7715 SUFFOLK WAY
HANOVER, Maryland

October 18, 2022
Party of 12
Number of Adults: 12

Deposit Due: 10/17/2022
Final Payment Due: 04/14/2023


We are pleased to quote your personal vacation arrangements as follows. Price and confirmation is subject to change until rental agreement and payment have been received.

15 July, 2023



Service: Villas Standard LeisureCare
Villas of Distinction
Remarks:

Optional

Villa Property: Makana on the Beach, Jamaica
6 Bedroom Villa Makana is one of the most glamorous private villas on the precious strip of land that borders Discovery Bay. The site itself is remarkable: a spacious villa with private tennis court and swimming pool on a sugary white sand beach bordering translucent, 07/15/2023 - 07/22/2023
Villa Location: Jamaica
Remarks: Premier 10,500 sq ft, 7-bedroom waterfront villa with private white sand beach on beautiful Discovery Bay
16' x 36' infinity edge pool and outdoor hot tub
Private white sand beach with sun loungers
Full staff: butlers, chefs, housekeepers, gardener, laundress
Tennis court lit for night play and tennis rackets and balls, tennis ball machine
Air-conditioned gym (multi-weight machine, treadmill, elliptical, free weights), powder room
Complimentary sea kayaks, (3) paddle boards and snorkel equipment ~ more water sports nearby
 Basketball hoop/stand (located at tennis court)
Table tennis (staff able to set up wherever desired)
Smart flat screen cable televisions (living room 48", family room 52: and bar 50", bedrooms 40")
Wireless Internet throughout
Family Room/Home Office with computer, fax, printer, DVD player, PlayStation II with games, 52" Smart television, movies
Apple TV
Sonos music system
Seaside deck with sun loungers
Free phone calls to the US, Canada and landlines in the United Kingdom
Bose stereo in the gym
Ultra-luxurious bedding and feather mattress toppers
Wet bar with ice maker
Over-the-water gazebo with 270-degree view with comfortable sofas and chairs and marble dining table

Confirmed



Extra Services: Repeat Guest - Concierge credit - \$500

Transportation / Transfers / Excursion

Confirmed



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Optional Services		Confirmed Services	
Package Rate (Villa Insurance):	\$1,613.00	Package Rate:	\$22,557.00
Total Taxes and Surcharges:	\$0.00	Total Taxes and Surcharges:	\$99.00
***TOTAL PACKAGE PRICE	\$1,613.00	***TOTAL PACKAGE PRICE	\$22,656.00
		Reservation Deposit:	\$7,916.67
		Payments Received:	\$7,916.67
		Balance Remaining:	\$14,739.33
All Rates in USD			

Terms and Conditions

1. Agreement. These Terms and Conditions, together with the Reservation Invoice (collectively, the “Agreement”) represent the entire agreement between the parties and replace all prior understandings, oral or written, covering the subject matter contained herein and can be changed only in writing signed by both Client and Villas of Distinction.

2. Villa Information. Villas of Distinction (“VOD,” “we,” “us” or “our”) seeks to provide updated information on our web site (“Website”) relating to the rental properties; however, nothing on our Website shall constitute a term or condition of this Agreement. Differences between the Website, any photograph, illustration and/or text used, and the actual Villa Property contracted for, may exist. Owners of the Villa Property (“Owner” or “Owners”) have the right to make modifications to the Villa Property specifications that are considered necessary due to operating requirements. Owners have the right to alter furniture, fittings, amenities, facilities, activities or make any other alteration, even if previously or currently advertised or represented as available, without prior notice.

3. Client. Client shall include the person who signs and executes this Agreement (“Party Leader”) and all persons who are identified as an Occupant or Occupants of the Villa Property (“Client” or “Clients”). All communications by VOD will be made to the Party Leader. It is the Party Leader’s responsibility to provide this information to all Occupants. Client is responsible for payment in full of the Villa Rental Price stated in this Agreement and compliance by all Occupants with the terms and conditions of this Agreement.

4. Total Package Price. The Total Package Price is in US Dollars and the rental period is the specified number of nights as set forth on the Reservation Invoice. The number of Occupants shall at all times be subject to approval by Owner, and additional charges will apply for all approved extra guests exceeding the maximum number of Guests as set forth in the Reservation Invoice. VOD calculates prices almost one year in advance, so as not to inflate the list price by speculating the Dollar’s exchange rate, VOD bases the currency exchange rate on past performance plus current trends. This means that list prices are subject to shifts in currency exchange rates and will be adjusted up (surcharge) or down (refund) at the time we receive Client’s entire Total Package Price payment in full.

(i). Payment. Within three (3) days of the execution of this Agreement, Client shall pay the **reservation deposit which may be non-refundable either in full or in part depending on the time of payment.** The reservation deposit payment should be made by check or wire transfer. The final payment balance is due ninety (90) days prior to the arrival date and is payable only by check or wire transfer. Failure to pay the final payment balance of the Total Package Price when due will constitute an automatic cancellation, and the reservation deposit shall be forfeited. When bookings are made within ninety (90) days prior to the arrival date, the entire Total Package Price is due at booking and is non-refundable.

(ii). Payment Instructions. Wire Instructions: Beneficiary Account Name: Luxury Travel Holdings LLC. Bank Account: City National Bank, 25 W. Flagler Street, Miami, FL 33130. **Wire/ACH Transfer:** ABA 066004367, Account # 30000282160, SWIFT Code: CNBFUS3M. **Payment Address for Checks:** Payable to Villas of Distinction, Attn: Accounting, 100 Quannapowitt Parkway, Ste. 100, Wakefield, MA 01880. Please include your Reservation Number on all payments.

5. Security Deposit. You as a Guest agree to pay the Homeowner in connection with a Damage Claim to or arising out of damage to an Accommodation or any personal or other property located at an Accommodation that VOD determines pursuant to the VOD Rental Agreement was caused by you or any member of your party. You further authorize VOD to charge the Payment Method used to make the booking in order to the full amount of the Damage Claim. If the reservation requires you to pay a Security Deposit, VOD may charge the Payment Method used to



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make the booking for the amount of the Security Deposit plus the Damage Claim in excess of the Security Deposit. If we are unable to collect from your Payment Method used to make the booking, you agree that Villas of Distinction may charge any other Payment Method on file (and not otherwise unauthorized) in your VOD Account at the time of the Damage Claim. If payment was made via bank wire transfer, Villas of Distinction will require a credit card be kept on file.

Villas of Distinction also reserves the right to otherwise collect payment from you and pursue any remedies available to VOD in situations in which you are responsible for a Damage Claim pursuant to the VOD Rental terms including, but not limited to, in relation to any payment requests made by Hosts under the VOD Rental Agreement.

6. Cancellation Charges. Any cancellation of the booking by Client for any reason must be in writing addressed to VOD at the address stated on the Reservation Invoice. The effective date of cancellation is the date when written notification is received by VOD. Cancellations made up until 90 days prior to the arrival date are subject to payment by Client of liquidated damages of 35% of the total Total Package Price, and the liquidated damages payment is in addition to the reservation deposit. Exceptions to this policy include villas in Europe, St Barts, France, Cabo San Lucas, Puerto Vallarta and certain villas in Hawaii and St. John, which are all **non-refundable** at time of booking. **All payments made within 90 days of the arrival date are nonrefundable. Cancellations made within 90 days of the arrival date are non-refundable.** Client agrees that failure to pay the final balance of the Total Package Price on date listed on the Reservation Invoice shall be deemed a cancellation with no refund due. **All holiday bookings are non-refundable and holiday bookings include the following times and seasons (US): Thanksgiving, Christmas, New Year's, Presidents' Week, Easter/Spring Break. Other holiday periods may apply. We highly recommend that Client purchase trip protection.**

7. Modifications and Cancellations by VOD or Owners. VOD or Owners reserve the right to modify or cancel this Agreement at any time or when necessary to do so as a result of a force majeure, or due to any other occurrence outside the control of VOD or Owners. In the event of such cancellation, we will inform Client as soon as possible and, if requested, we will try to arrange an alternative property of a similar type and in a similar location as originally requested. Client is responsible for any increase in price of the new villa rental. If Client prefers not to rebook another property, we will provide a full refund of payments made if VOD or Owner cancel the Agreement. A full refund of payments made by Client is Client's sole and exclusive remedy for cancellation by VOD or Owner. Neither VOD nor Owner shall have any liability for any loss, expense or damage, including by way of explanation and not by limitation, travel expenses, alternative lodging or any other loss, expense, or damage.

8. Modification by Client. If Client requests to modify or change the choice of the Villa Property or the dates for rental of the Villa Property, we have the right to treat a change of the Villa Property and/or the Villa Property dates as a cancellation of one property and the booking of another property, and Client is responsible for any increase in the price of the then applicable Total Package Price. All requested modifications of this Agreement by Client shall be valid only if made in writing and become effective only as of the date of receipt of such writing and provided it is agreed to by VOD in writing. There is an administrative charge of \$100 per Occupant for any modification to the Agreement by Client.

9. Arrival Information. Within 14 days prior to Client's arrival at the Villa Property, provided that payment of the Total Package Price has been received in full, Villa travel and arrival information, including addresses, driving directions, telephone numbers and contact person's names shall be released to Client ("Arrival Voucher").

10. Passport Requirements: Entry requirements vary for each destination. Some countries require a passport to be valid for 3-6 months prior to the start of the trip or the arrival in a given country. It is Client's responsibility to verify that Client has the correct documents for all Occupants prior to travel.

11. Number of Occupants. We require the names and ages of all guests staying at each Villa Property (each an "Occupant" or "Occupants"). The number of Occupants booked is the number that will be accommodated and must not exceed the maximum stated on the Reservation Invoice. Under no circumstances can the number of Occupants exceed the number of sleeping places designated for the Villa Property. Failure to comply may result in additional guests being turned away or the entire party may be subject to eviction at their own expense. If maximum occupancy is exceeded, Owner reserves the right to refuse or revoke the booking in Owner's sole discretion and at Client's sole expense and without refund of any kind.



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12. Client Responsibility. Occupants are required to act in a responsible manner at all times, and to act with respect toward other guests, Owners and the Villa staff. VOD AND OWNERS HAVE THE ABSOLUTE RIGHT TO REQUIRE ANY OCCUPANT, INDIVIDUAL OR CLIENT TO VACATE A VILLA PROPERTY FOR DISRUPTIVE OR INAPPROPRIATE BEHAVIOR WITHOUT ANY REFUND IN THE SOLE DISCRETION OF VOD AND/OR OWNERS.

13. Arrival and Departure Times. No later than four (4) weeks prior to Client's arrival date, Client must give us an appointed time of arrival at the Villa Property. Unless otherwise stated, Clients must arrive between 4p.m. and 7p.m. local time. Earlier times will not be accommodated. Failure to arrive at the appointed time on Client's Arrival Voucher can delay admittance to the Villa Property to the following day or incur a late arrival charge. VOD is not responsible for alternate lodging or other accommodations. Clients must vacate the Villa Property no later than 10a.m. local time or as otherwise noted on the Arrival Voucher. Late departure may result in additional charges.

14. Local Charges Paid Locally. There are extra charges for some items that must be paid locally at the Villa Rental Property ("Local Charges"). Local Charges are not included in the Total Package Price. Local Charges may include, but are not limited to, telephone, internet, extra linens, cleaning services, A/C, heating, electricity or other utilities where applicable. These Local Charges are payable directly to the local Owner representative in local cash currency at the end of your stay. Prices are subject to change so please confirm with local Owner representative on your arrival.

15. Special Villa Services. Requests for additional or special villa services, such as maid, cook, advance grocery shopping must be made in writing to VOD no later than four (4) weeks prior to your arrival ("Extra Services"). Extra Services are not guaranteed and are not included in the Total Package Price. VOD makes no representation as to the level or quality of Extra Services. Payment is due in full in local cash currency to the local Owner representative upon arrival at the Villa Property and cannot be paid by credit card. Once submitted to VOD, any changes to Extra Services requests are subject to an administrative charge of \$100 per Occupant and acceptance by Owner. Client shall not employ outside third party services unless requested in writing and approved by Owner.

16. Not Included in Total Package Price. Local Charges, Extra Services and consumables of any kind are not included in the Total Package Price unless otherwise expressly stated on the Reservation Invoice. This includes, but is not limited to, food and beverages, cleaning supplies, toilet paper, paper towels and napkins, travel expenses, alternative travel or lodging expenses and trip protection.

17. Included in Total Package Price. The Total Package Price includes the use of the Villa Property and any facilities, amenities and/or services listed on the Reservation Invoice. By way of example, one set of linens per bed, and one set of towels per person per week are always included in the price of the rental, as are basic cooking utensils, pots, pans, glassware, flatware and dishes. Normal use of gas, electricity and water facilities are often included.

18. Construction. There may be construction near the Villa Rental Property. Construction is usually 7:00am-3:30pm weekdays.

19. Car Rentals: In most destinations, there is a minimum age requirement of 25 years to rent a car.

20. Credit Cards. If the form of payment is by credit card, by signing this Agreement, the cardholder acknowledges receipt of this Agreement and hereby authorizes Villas of Distinction to charge the credit card for the amounts set forth in the Confirmation Statement and for any other sums or charges set forth in this Agreement.

21. Complaints. In the unlikely event any problem should occur with the Villa Property, Client shall immediately notify Owner or local owner representative to correct the problem. If Owner or local Owner representative is unable to rectify the situation, Client shall immediately contact VOD on the telephone number listed on the Arrival Voucher. Should Client need further assistance, Client should call the VOD emergency number. Client shall allow the Owner reasonable time, under the circumstances, to remedy the problem, or to find a suitable replacement Villa Property. Vacating the Villa Property without VOD's authorization shall not constitute an adequate cause for a refund. Failure to give notice of a complaint when it occurs during the rental period and/or failure to remain in contact by telephone or fax while providing Owner or local Owner's representative and VOD an opportunity to remedy the complaint during the rental period will void any claim. As with any home, repairs may be necessary as things wear down. VOD is not responsible for any breakdown of appliances, loss of A/C, heat or water, etc. that occur at the Villa Property.



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22. Equipment for Children. VOD recommends that Clients provide their own portable cribs, bassinets and highchairs or any other equipment for children. Any such equipment found at the Villa Property has not been not inspected by VOD, and Client uses such equipment and the Villa Property at their own risk.

23. Limitation of Liability. Client understands and expressly agrees that VOD does not own the Villa Property, is acting only as agent for Owner, and that VOD transfers the Total Package Price directly to Owners. As such, VOD shall not be responsible or liable for any accident, expense, loss, damage, death, injury, or inconvenience arising from the rental or use of the Villa Property including the rental and use of any feature, facility, amenity or personal property located in, on or about the Villa Property, except insofar as that occurrence is caused by the gross negligence or willful misconduct of VOD or that of its employees. All claims of accident, expense, loss, damage, death, injury or inconvenience are acknowledged to be solely between Client and Owner, and Client expressly agrees to assume all such risk. Client shall take reasonable precautions to safeguard person, possessions and property. Client acknowledges and agrees that VOD shall not be liable for any expense, loss or damage caused by any force majeure, including weather conditions, riot, strikes, sickness, accident, injury, loss, theft or any other cause beyond its control. **We highly recommend that Client purchase trip protection.**

24. Transferability. VOD may allow the transfer of Client's booking to another Party Leader in VOD's sole and complete discretion. The request must be made to VOD in writing, and a new booking agreement must be executed, along with Client's payment of an administrative charge of \$100 per Occupant.

25. Jurisdiction. VOD and Client agree that this Agreement shall be governed by the laws of the State of New York, and that exclusive jurisdiction over all disputes arising out of this Agreement shall be in the New York State Supreme Court in Nassau County, New York.

26. Miscellaneous. Bookings cannot be accepted from persons less than 18 years of age at the time of booking, and VOD reserves the right to refuse a booking without reason. Please remember that many villas are located in the tropics. Although most villas have screens and A/C, you may encounter some bugs and insects. Not leaving open food out on counters will help tremendously. In Italy and France many villas do not have screens or A/C. Most villas have strict policies regarding smoking and pets. Unless arranged when confirming the reservation, do not bring pets or smoke inside the Villa Property. Please be advised that internet service may not be available in your Villa Property.

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