



St. John Board of Realtors

Disclosure of Agency to Prospective Purchasers

Thank you for giving Holiday Homes of St. John, Inc. the opportunity to work with you in purchasing real estate. We believe that it is important for you to know and understand the services that we provide to you. As part of this service, we believe that you should know that:

AS A LISTING OR COOPERATING BROKER, HOLIDAY HOMES OF ST. JOHN, INC. IS THE AGENT OF THE SELLER. AS SUCH, WE HAVE LEGAL RESPONSIBILITIES AND FIDUCIARY DUTIES TO THE SELLER WHICH INCLUDE THE DUTIES OF LOYALTY, HONESTY, CARE OF OBEDIENCE.

We have the obligation to deal with all prospective purchasers in good faith. As part of our professional service to you, we can and will:

1. Treat you honestly and fairly.
2. Locate and show you available properties meeting criteria established by you.
3. Provide you with information and counseling about the financing of your purchase.
4. Disclose all material facts of which we are aware about the properties you are considering.

We recognize that the decision to purchase real estate is a very important decision. If you have any questions about our role or responsibilities, please ask us. We look forward to working with you and providing our professional services to you.

The undersigned acknowledges receiving and reading this Disclosure.

Signature of Prospective Purchaser

Date

Signature of Prospective Purchaser

Date



BUYERS INSTRUCTIONS

After a Contract of Sale is executed and agreed to Buyers should note it is your responsibility to:

1. Wire transfer or express mail the balance of deposit at least 2 days before it is due per the Contract so it arrives by the appropriate time. Then FAX me the tracking information so it will be expected
2. IMMEDIATELY select and retain a local VI attorney to conduct a preliminary title search on the property. They should provide you with all up to date recorded information pertinent to the property (covenants & restrictions, association bylaws, etc.). If you do not plan to be present for the Closing they will send you a Power of Attorney form to be filled out and returned. They will also obtain title insurance, and handle the Closing. There are many good attorneys here but they are all generally busy so be sure to ask if they can provide the service you need in a timely fashion. We are happy to supply you with a list of local attorneys if you do not have one in mind already. Let us know ASAP who you will be using so we can FAX a legible copy of your contract to them.
3. If you are buying an improved property (house or condo) and desire inspections, IMMEDIATELY select local inspectors to do the structural and termite inspections if applicable. Again keep in mind that time is of the essence, make arrangements as soon as possible so they can accommodate you within the contractual time line. We will coordinate the inspections as they need to be scheduled with property owners or managers. It's most convenient to do all inspections at once. We are happy to supply you with a list of local licensed architects and contractors who provide this service if you do not have one in mind already. We can also give you a list of termite inspectors if you need it.
4. IMMEDIATELY apply for a mortgage if this is applicable to your purchase. The banks here are somewhat slow. SUPPLY ALL INFORMATION they require in a timely fashion by FAX or EXPRESS MAIL not regular or Priority mail. They typically will ask for more information even after you think you have sent them absolutely everything required. Again let us know what lender you will be using so we can FAX them a legible copy of the Contract. We will also coordinate the appraisal appointment and as built survey with them if appropriate.
5. If you are purchasing a home or condo we will help coordinate the transfer of utilities. To do this we will need a copy of your current driver's license, an address for billing and a Power of Attorney. Then we will need checks for the deposits. We will handle electricity/power (WAPA) and telephone (INNOVATIVE). Rental managers must handle cable TV as it requires removal and replacement of the cable box, often while guests are there.
6. Prior to Closing you will need to wire additional funds to your attorney.



Buyer's Projected Closing Costs

Normal Closing costs are:

Structural inspection (if desired)	\$650-\$850+
Termite inspection (if desired)	\$200-400
Title search & attorney fees	varies \$200+/hour or up to 2% of purchase price
1/2 of Transfer (stamp) tax (2-3.5% of purchase price)	varies depending on sale price
\$0- \$350,000 is figured at 2%	
\$350,001 - \$1,000,000 is figured at 2.5%	
\$1,000,001 - \$5,000,000 is figured at 3%	
\$5,000,000 + is 3.5%	

Title insurance	Depends on amount desired and type (owner, lender, etc.)
Attorney fees	AVG: \$200+ per hour

If you are doing bank financing:

Application fee	\$175
Credit check	\$ 35
Appraisal	\$850 +/-
As built Survey & surveyor's certificate	\$850+ & \$150
Insurance	Depends on type of construction & amount

Property Taxes are billed in arrears so you will get a credit from Seller at Closing to cover prior year's tax.

- Taxes are currently based on previous year's amount as well as a prorated amount for current year.
- Current estimates based on VI formula: Proration= Assessed Value X 0.0033770 X # of days of their possession that year).

***Consult your attorney regarding property taxes as the USVI is currently undergoing a revaluation and the results and projected millage rates have yet to be determined.**

Financing Sources / U.S. Virgin Islands

Banco Popular

Veterans Drive
P.O. Box 8580
Charlotte Amalie,
St. Thomas, VI 00801-8580
Juliette Kean, VP, Real Estate Dept.
(340) 693-2800

Citibank

Veterans Drive
P.O. Box 5167
Charlotte Amalie
St. Thomas, VI 00801-5167
(340) 774-4800 Fax (340) 776-0980
Pam Villanueva (340) 774-4800 ext. 247
Fax (340) 776-0980 Direct (340) 776-4117

Coastal Financial Company LLC

199 Main St. Suite #16
East Haven, CT 06512
1-800-701-4021

FIRSTBANK Virgin Islands

PO Box 309600
St. Thomas, VI 00803-9600
Charlotte Brown Ramos
Robert Falzarano
(340) 775-8501; Fax (340) 777-1232
Website: www.firstbankvi.com
Email:
charlottebrownramos@firstbankvi.com

First Liberty Mortgage Co., LLC

5 Commandant Gade
St. Thomas, VI 00802
Brice McLaughlin (cell 203-779-9193)
Rick O'Bymachow
340-774-1101
FAX 340-774-1102
Corporate Office in CT 860-664-1855
Corporate FAX Fax: 860-664-9590

Merrill Lynch

5030 Anchor Way
Gallows Bay
St. Croix, VI 08220
Main Phone (340) 773-3000,
Fax (340) 773-8166
Residential: Homes/Condominiums
Walter Stzurma (340) 773-3590

Merchants Financial, LLC

Port of Sale Mall, Suite #15
St. Thomas, VI 00802
(340) 779-2265 Fax (340) 779-2266
Website: www.mcbvi.com
James Crites- Ext. 25
Email: Jamescrites@mcbvi.com
Jimmy Bethea Ext. 26
Email: jimmybethea@mcbvi.com

Scotiabank (The Bank of Nova Scotia)

5000-4A Est. Enighed #146
St. John, VI 00830
Homes/Condominiums/Land/Construction
Zahida Ishmael - St. John Manager
Daniel Rogers, Officer
(340) 776-6552 ext. 224
(340) 714-1314
(340) 776-6554 Fax
Website: www.usvi.scotiabank.com
Email: Daniel.rogers@scotiabank.com

HOLIDAY HOMES OF ST. JOHN, INC.

P.O. Box 40, Cruz Bay, St. John, VI 00831

VOICE (340)774-8088 FAX (340)774-8042

SAMPLE

CONTRACT OF SALE (HOME)

THIS AGREEMENT DATED THE ____ DAY OF _____ 2008, BETWEEN:

BUYERS, _____, and SELLERS, _____

1. The Buyers agree to purchase and the Sellers agree to convey, the following described real estate under the terms and conditions hereinafter set forth:

Parcels #
Quarter
St. John, U.S. Virgin Islands

consisting of ___ acre +/-, as shown on OLG # _____ and/or tax map # ___, together with all improvements thereon and all fixtures, appliances and furnishings therein. Inventory to be supplied by Sellers in writing within SEVEN (7) days of acceptance of this Contract and agreed to by Buyers.

2. The Buyers shall pay the purchase price of _____ DOLLARS (\$____,000.00) payable as follows:

A. ONE THOUSAND DOLLARS (\$1,000.00) herewith received and deposited in escrow with the Listing Broker as an earnest money deposit;

B. Within SEVEN (7) days of full execution of this Contract Buyers shall deposit additional monies into Realtor's® Escrow account to bring the total earnest money deposit up to TEN PERCENT (10%) of the purchase price.

C. The balance shall be paid at Closing:

3. The Listing Realtor® hereby agrees to hold the earnest money deposit in its escrow account and shall apply the earnest money as set forth herein. If any dispute arises between Buyers and Sellers over the return or forfeiture of the earnest money deposit, Realtor® shall RETAIN the earnest money deposit in its escrow account until it has received a written release from all parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Realtor® shall be entitled to recover its actual and reasonable expenses incurred in connection with such a dispute out of the earnest money deposit.

4. Sellers shall execute this Contract within 24 hrs. of the time it has been signed by the Buyers or else it shall be null and void, and the deposit paid hereunder shall be promptly refunded to the Buyers.

5. The closing shall take place on St. Thomas or St. John, U.S. Virgin Islands on or about __, 200__ ; however, failure to do so for any legitimate reason, due to the VI Government or an "Act of God", shall not nullify this Contract provided the Closing takes place within THIRTY (30) days of said date. Time is then of the essence.

6. Sellers can and will deliver at the Closing marketable title via a Warranty Deed for the real estate free and clear of any and all encumbrances. Seller will pay the cost of preparing the deed or sales document. **Buyer and Seller will split the costs of securing the necessary attest and affixing the necessary tax stamps thereon.** Real estate taxes, interest, insurance, utility expenses, rent, security deposits and common charges, if any, shall be prorated to the date of Closing.

7. Sellers will provide, at their expense, a legally acceptable description of the real estate by survey drawing, metes and bounds description, measure brief, or other means for the purpose of preparing proper sales documents. The Sellers shall at their expense provide for the placement or location of boundposts on the property in identifiable positions. This sale shall be subject to recorded easements, restrictions, reservations, and Virgin Islands' laws, rules and regulations; the Buyers shall have TEN (10) days from the date of full execution of this Agreement to inspect the same and shall be deemed to consent to them unless they file written objections by the end of said period with the Listing Realtor®, as agent for the Sellers.

8. The Buyers acknowledge and agree that the property is being sold AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS. Any inspection period is a time period for Buyers to ascertain the condition of the property with the knowledge that if the Buyers proceed with the sale Buyers are accepting the condition with no representations or warranties by the Sellers or Broker whatsoever, except as specifically set forth herein. In no case shall Realtor® be held responsible for damage or defects to the property and Realtor® makes no professional or personal claim as to the condition of the property except as presented to her by the Sellers. Sellers believe that, to the best of their knowledge and except as disclosed to Buyers, the property is free of major structural, electrical and plumbing defects and, in the case of a structure with major wooden components, free of significant termite damage. If desired, the Buyers or their designees may inspect the property within TEN (10) days of full execution of this Contract, for the purpose of inspecting the condition of the property. Sellers shall be notified in writing by Buyers within TWO (2) days of Buyers' inspection, of any defects or termite damage discovered by Buyers which were not previously disclosed to Buyer. Failure to notify is deemed as acceptance of the property. In the event of notification of defects Sellers shall, at their option, correct said structural, electrical or plumbing defects, or termite damage, or Buyers and Sellers shall have the right to terminate this Contract with neither party having any further claim against the other, except that the deposit paid hereunder shall be refunded to the Buyers forthwith and in full.

9. At Closing Sellers shall provide Buyers with copies of any and all documents, which are pertinent to this property including but not limited to the following: surveys, architectural and mechanical drawings, plans, etc. Additionally Sellers shall provide any appliance and fixture warranties and /or instruction books, purchase receipts, etc. that they may have in their possession for appliances and fixtures with warranties currently in effect.

10. Sellers agree that at closing property shall be broom clean and in essentially the same condition as it is in at present. Buyers, or their designated agent, reserve the right to inspect the property prior to settlement and all appliances and systems must be in proper working condition.

11. Sellers shall bear all risk of loss prior to closing, including but not limited to total or partial destruction of the building and contents due to casualty. Sellers' inability to deliver property as it existed at the time of signing of this Contract of Sale shall give Buyers the option to terminate this Contract and shall obligate Sellers to pay the costs set forth herein. Buyers shall also have the option of reducing the purchase price by the amount of loss and/or damage as determined by a licensed Virgin Island appraiser mutually agreeable to both parties.

12. The Buyers may obtain, at their expense, a title insurance policy with normal Virgin Islands exceptions on the property as of the date of Closing.

13. In the event of a survey problem or title defect that cannot be cleared prior to Closing, the Buyers, at their option, shall be released from any and all obligations hereunder and his deposit shall be refunded forthwith and in full. In such event, Realtor's® professional service fee is deemed to have been earned, and the Sellers shall forthwith pay the Realtor® the agreed to fee in full.

14. If, after expiration without objection of the time periods provided for herewith, or of any other contingencies specified herein, the Buyers fail to consummate this sale for any reason except a survey or title defect which cannot be cleared prior to closing, Buyers shall forfeit to Realtor® as liquidated damages an amount equal to FIVE percent (5%) of the purchase price and FIVE percent (5%) as liquidated damages to Sellers or specific performance may be enforced.

15. Sara Lovegreen of Holiday Homes of St. John, Inc., and _____ of _____ are recognized as the Realtors® who have rendered personal professional services in this transaction, and the Sellers agree to pay _____ as Listing Realtor®, at Closing, the Professional Service Fee agreed to in the Listing Agreement.

16. This Contract states the entire Agreement between the parties hereto and no oral statement or representation not contained in this Contract shall have any force or effect. The provisions of this Contract cannot be changed, except by an instrument in writing signed by both parties. This agreement shall be binding upon the heirs, successors, legal representatives and assigns of all parties hereto.

17. Buyers and Sellers agree to accept each others' FAXED signatures as legally binding for the purposes of this Contract.

18. Buyers and Sellers hereby acknowledge that all Realtors® referred to herein have disclosed their agency relationship and certify that they have received an executed copy of the Agency Disclosure from each Realtor® prior to executing this Contract of Sale.

19. Buyers and Sellers hereby acknowledge that they have been advised of Lead Warning. See Lead Warning disclosure attached _____;

20. OTHER CONDITIONS TO BE INCORPORATED INTO THIS CONTRACT OF SALE:

READ CAREFULLY BEFORE SIGNING AND CONSULT AN ATTORNEY AND YOUR TAX ADVISOR AS TO THE CONSEQUENCES OF THIS CONTRACT OF SALE. THIS IS A LEGALLY BINDING CONTRACT.

Both Buyers and Sellers hereby acknowledge that they have each received a copy of this Contract of Sale.

DATE: TIME: BUYER:
WITNESSES:

DATE: TIME: BUYER: SS#
WITNESSES:

DATE: TIME: SELLER:
WITNESSES:

DATE: TIME: SELLER:
WITNESSES:

RECEIPT is hereby acknowledged of payment of the earnest money deposit in the amount of ONE THOUSAND DOLLARS (\$1,000.00) to the _____ Escrow Account.

DATE: _____
Escrow Agent: _____

ATTORNEYS

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jhhindels@earthlink.net

His assistant is Jayne Kellog:

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(340) 774-1100 ext 2 Fax (340) 774-7300 2nd Fax (340) 776-0342

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ajc_sded@yahoo.com

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(340) 774-6845

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Leigh Goldman

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5600 Royal Dane Mall, St. Thomas, VI 00802
leigh@vilaw.com
www.vilaw.com
(340) 774-2944 Fax (340) 776-1639 Cell (340) 344-9565

PROPERTY MAINTENANCE

General Maintenance

Orial Webb (340) 514 6864

Brush Clearing

Adam Cook (340) 693-7551

Dean Herdman, Northshore Landscaping (340) 513-1831

Guy Walsh (340) 776-6463

Cistern Repair

Jerry Kootcher (340) 693-5267

Electricians

Chris Angel, Angel Electric (340) 779-4666

Chris Clark (340) 776-6278

George Small (340) 693-8155

Extermination/Termite Inspection

HMS (340) 779-2121

Professional Killers (340) 777-9766

Terminex (340) 777-4423

Landscaping

Adam Cook, Gardens in Eden (340) 693-7551

Alfredo's Landscaping (340) 693-9373

Bryan's Nursery – St. Thomas (340) 774-1136

Charles Gustave (340) 693-8707

Dean Herdman, Northshore Landscaping (340) 513-1831

Amos Rutnik, Guavaberry Farms (340) 776-0495

Paul Samms (340) 693-8758

Property King (340) 643-6348

Watson Esprit (340) 779-4042

Painters

Stefan (340) 693-5786

Rance Pion (340) 779-4696

Barry Duncan (340) 693-7056

Mike Porter (340) 690-4340

Galen Stamford (340) 514-3299

Vezio Ricciardi (340) 776-6134

Glen Allison (340) 776-6922

Plumbers

Dave Dostall (340) 643-2630

Gary Hinds (340) 777-0392 pager

Leeward Islands Plumbing –Tim Tacquard (340) 643-6588

St. John Plumbing (340) 693-8300

Pool Maintenance

Jerry Daly, Crystal Clear Pools (340) 776-6922

Jerry Morris, Pool Masters (340) 693-8333 cell. 690-0948

Refrigerator & Air Conditioning

St. John Refrigeration, George (340) 776-6922

Darrell Tasman, Dr. Cool (340) 693-9553

Woodwork Maintenance

Errol Farrel (340) 777-1499

Victoria Rodriguez (340) 473-8964

Holiday Homes of St. John
is pleased to be associated
with the following
Villa Rental Management Companies

Artistic Villas by Donald Schnell

Contact: Abigail Schnell
Office: Donald Schnell Studio @ Mongoose Junction
Local: 340-776-6420
Toll Free: 800-253-7107
Website: www.artisticvillas.com

Caribbean Villas

Contact: Diane Janelle
Office: The Lumberyard ground floor next to Polli's
Local: 340-776-6152
Toll Free: 800-338-0987
Website: www.caribbeanvilla.com

Catered To, Inc.

Contact: Eileen Duffy
Office: 2nd Floor of the Marketplace
Local: 340-776-6641
Toll Free: 800-424-6641
Website: www.cateredto.com

Seaview Vacation Homes

Contact: Mark Shekleton
Office: Home
Local: 340-776-6805
Toll Free: 888-625-2963
Website: www.seaviewhomes.com

Suite St. John

Contact: Dick Matheny
Office: 3rd floor The Marketplace
Local: 340-779-4486
Toll Free: 800-348-8444
Website: www.suitestjohn.com

Accommodations	Phone	Web Site	Style	Pool	Beach	Location	Waterfront	Restaurant	Price
Battery Hill	800.348.8444	www.batteryhill.com	Condos	Y	N	Cruz Bay/WTT	N	Kitchen	\$\$\$
Caneel Bay Resort	340.776.6111	www.caneelbay.com	Resort	Y	Y	Caneel Bay	Y	Y	\$\$\$\$\$
Century Hill Estates	340.779.1804	www.centuryhillstates.com	B&B	N	Y	Rendezvous	N	?	?
Cinamon Bay Campground	340.776.4037	www.cinamonbay.com	Rustic	N	Y	Cinamon Bay	Y	Y	\$-\$
Coconut Coast	800.858.7989	www.coconutcoast.com	Condos	?	N	Cruz Bay/WTT	Y	Kitchen	\$\$\$
Concordia Eco Resort	800.392.9004	www.maho.org/concordia	Rustic	N	N	Coral Bay	N	Y	\$\$\$
Estate Lindholm	800.322.6335	www.estatelindholm.com	Condos	N	N	Cruz Bay	N	Kitchen	\$\$\$
Gallows Point Resort	800.323.7229	www.gallowspointresort.com	Condos	Y	Y	Cruz Bay/WTT	Y	Y & Kitchen	\$\$\$
Garden By the Sea	340.779.4731	www.gardenbythesea.com	B&B	N	N	Cruz Bay/WTT	N	Kitchen	\$
Grande Bay Resort	877.376.7884	www.grandebayresort.com	Condos	TBC	N	Cruz Bay/WTT	Y	Kitchen	\$\$\$\$
Hill Crest Guest House	340.776.6774	www.hillcreststjohn.com	Condos	N	N	Cruz Bay/WTT	N	Kitchen	
Lavender Hill	800.975.5001	www.lavenderhill.net	Condos	Y	N	Cruz Bay/WTT	N	Kitchen	\$\$\$
Maho Bay Camps	800.392.9004	www.maho.org	Rustic	N	Y	Maho Bay	Y	Y	\$
Mahogany Tree Villas	877.435.2693	www.mahogantreevillas.com	Condos	Y	N	Cruz Bay/WTT	N	Kitchen	\$\$\$
Samules Cottage	340.776.6643	N/A	Cottage	N	N	Cruz Bay/WTT	N	N/?	\$
St. John Inn	340.693.8688	N/A	Inn	Y	N	Cruz Bay/WTT	N	N	\$\$\$
Star Villas	340.776.6704	www.starvillas.com	Condos	Y/N	N	Cruz Bay/WTT	N	Kitchen	\$\$\$
Serendip	888.800.6445	www.serendipstjohn.com	Condos	Y	N	Bethany	N	Kitchen	\$
The Inn at Tamarind Court	340.7760638	www.tamarindcourt.com	Inn	N	N	Cruz Bay/WTT	N	Y	\$
The Westin Resort St. John	340.693.8000	www.westinresortstjohn.com	Resort	Y	Y	Great Cruz Bay	Y	Y	\$\$\$\$
Trinidad Charlies	340.693.8959	www.trinidadcharlie.com	Rustic	N	N	Pastory	N	N	\$

*WTT= Walk to Town

Private Villas: There are many private villas available for rent in all sizes and areas of St. John via numerous property management companies
A quick internet search will give you access to all companies and their web sites w/ photos, rates & contact info

*Tip: When searching the internet for information on St. John, follow all search inquiries w/ USVI
This greatly reduces the # of irrelevant results and provides you with specific area information.