

## **MOUNTAINSIDE GETAWAYS VACATION RENTAL AGREEMENT**

Thank you for booking! We look forward to you making your perfect vacation memories with us. We have taken pride in preparing our vacation homes to give you a pleasant and relaxing visit. Since you will be in our properties, we ask you treat it as your own.

Contacts for Before, during and after your stay

Office Hours: Monday -Friday 9:00AM-5:00PM

After hours Emergency: 304-671-0882/304-676-3993

Please be sure, if you have after-hours questions or concerns while retreating with our company or upon arrival, contact our after-hours line immediately through text or call. We are always here to help! (Text or Call- Please be sure to provide your name. the cabin you have rented and your stay date)

### **INDEMNIFICATION AND HOLD HARMLESS**

Guest(s) shall assume sole responsibility for themselves and for every member or guest of their party, as follows: Guest(s) shall be solely responsible for any property damage, accident and/or injury to any person or loss sustained by any person arising out of or in any way related to Guest(s) use of the premises, amenities, facilities, equipment located on premises, or the use of any community property, amenities, facilities, or equipment located in a private community where the premises are located. The Guest agrees to release, indemnify, and hold harmless Owner and Owner's Agent and the community association from and against all liability for injury to the person of the Guest, to any member of his/ her party resulting from any cause whatsoever. This indemnification specifically includes, but is not limited to, use of any fireplace, BBQ, fire pit, lofts, swimming pool, hot tub, sauna, hiking/biking trail, playground, park, open space, or pond, lake, river access, beach, dock, tennis courts, basketball courts, or boat, canoe, raft, tubes or other recreational equipment or any other amenity, facility, equipment or other premises or community property of any kind or nature. of any kind or nature that is available on the premises. Children and pets must always be supervised.

### **DEPOSIT/PAYMENT**

Booking directly with our company, Mountainside Getaways, requires a 10% down payment to secure your booking. 20 days prior to your stay the remaining booking payment will be due. \*If booking through a booking platform such as AirBNB, VRBO, or any other third-party booking sites; deposits, third party booking fees and payment methods will be paid and handled according to the policies of that booking platform.

## **OBTAINING KEYS AND ACCESS**

Prior to your stay, Mountainside Getaways will directly email you access information. Access information will not be provided until the rental agreement is reviewed and signed by the booking party. Directions will be included in your arrival email, please note the directions as GPS is not the most accurate for all properties in our area.

## **CHECK-IN**

Check in is no earlier than 4:00PM or after unless requested and approved in advance- Adhere to check in times to allow our crews time to clean, inspect, and prepare the property for your stay. Due to insurance and liability issues, guests may not preview or enter the property prior to check-in time without prior arrangements. Entering a yet-to-be-cleaned property will cause issues for our crews and they will not be permitted to clean a rental with guests' personal property in it. Non-authorized early check-in will result in a fee to be applied of not less than \$50 per hour.

## **CHECK-OUT**

Check-out date and time will be posted with your booking and is located on your arrival form that will be emailed to you prior to your stay. Adhering to the check-out date and time (on or before) is pertinent. Departing the cabin later will delay cleaning and or inspection services and result in additional charges of a minimum of \$50 per hour until 4:00 pm. In the event of a "back-to-back" rental, if you have not checked out at the proper check out time or before, our company has the right to collect and remove your belongings from the property for proper cleaning and inspections to be completed. Departures after 4:00 pm will be charged an additional night stay, unless agreed upon in writing otherwise.

## **Cancellation Policy:**

When booking directly with our company a 3% processing fee will be charged for all canceled reservations no matter what booking company used to rent your property. Reservations canceled 30 days prior to check-in will be fully refunded, minus the processing fee. Cancellations 15-29 days prior to check-in will result in a 50% refund and minus the processing fee. Cancellations within 14 days of check-in will be nonrefundable. There are no refunds for early checkouts. \*If booking through a booking platform such as AirBNB, VRBO, or other third-party booking site, please note that those platforms have their own fees and cancellation policies, and any cancellation will have to go through the platform you booked on and will be refunded based on their system and will be minus the 3% processing fee. There are no refunds for early/mid stay checkouts.

## **PROPER BEHAVIOR FOR MOUNTAINSIDE RENTALS**

When renting in any of our private communities please note the following rules and regs. Any complaints or issues reported with the following below will result in guest(s) fees that will be required to be paid by the guest(s).

1. Noise: Please always be mindful of neighboring cabins. Quiet hours (dusk to dawn) must be adhered to. Occupancy and use of premises shall not disturb or offend neighbors or residents. Loud parties, excessive speeding, excessive noise and/or disruptive behavior, discharging of Firearms, BB, Pellet or Paintball Guns, or Fireworks, open fires, etc. will result in guest vacating the property immediately without refund and may be fined up to \$500.

2. Fireworks and ATV's are strictly prohibited and in the event of these items being used in the community, you will be required to vacate the property without a refund and will be fined accordingly.

3. Outdoor Firepits- No fires are to be started without being inside proper fire-pits with a fire-resistant lid on the fire and the fire always monitored. If the property rented does not have a proper fire-pit, outdoor fire is not permitted. Open fires will result in a min of \$500 fine and further penalty with the community or county may be applied.

4. Lights- Exterior lights must be turned off at departure.

5. Vehicles- \*For Coolfont Mountainside Community Guests- No RV's/Campers may be parked in driveways of the cabin. With permission one can be used to travel into the community and parked in the overflow parking area. We recommend no more than 4-5 vehicles are permitted to be parked in the driveway at a time. Overflow parking is available in the Coolfont Mountainside Community.

\*For all other communities- No parking on the roadways or in the properties yard.

## **USE OF COMMUNITY PROPERTY**

These areas may include, but are not necessarily limited to a picnic area, tot lot/playground, park, open space, hiking trail, bike path, swimming pool, pond, lake, river/lake access, beach, dock, tennis court, basketball court, and other areas or facilities. Use of community property by Guest(s) and any member or guest of their party must conform to the rules of the community. Guest(s), for themselves and for any member or guest of their party, acknowledge that community property is available solely on a "use at your own risk" basis, and will hold Mountainside Getaways, Owners of the rental property, the community, and/or community members harmless.

## **PROPERTY KEY/RECREATION PASS/GATE KEYS**

Guest(s) is/are responsible for securing the property and return the house key(s) inside the lock box or proper instructed location prior to departure. Guest(s) will be charged for the costs of re-keying if the keys are lost or removed from the property. Access and obtaining keys to all properties require this rental agreement to be confirmed as well as the pre-arrival form to be filled out in full, with vehicles make, model and tag numbers as well as the number of vehicles that will be on-site at the property rented.

\*Coolfont Mountain Community Guests, during community pool and hot tub season- (Memorial Day-Labor Day) Guest(s) is responsible for returning the pool pass to the designated area in the cabin prior to departing. Guest(s) will be charged a minimum of \$50 for the cost of replacement of the Pool Pass card if lost or taken with you with no return within 5 days of the guest(s) stay. Day passes to the indoor pool and fitness center at Coolfont, must be purchased and reserved 48 hours prior to your stay.

\*River Ridge Community-A lockbox code for the community gate will be provided prior to your stay in your arrival email. The key card must be used to access the community gate. Gate is not to be opened by hand in any manner-Damage will be caused if entry is forced on the gate in any way. All damage caused by guests, fees will be applied and paid by guests. Please do NOT follow GPS to the River Ridge Properties as GPS is not accurate! There will be a landline phone at the gate right past the river if needed in the event that you do not have cell reception and have any questions.

\*Woods Resort Guests- Day passes to the indoor and outdoor pool, tennis courts, basketball courts, and fitness center must be purchased and reserved 48 hours prior to your stay.

Golf packages, clubhouse and spa services must be reserved and paid for directly through the Woods Resort.

\*Cacapon River Rapids - Community River Access located at the 1st community entrance, no pass required. Please be sure vehicle information is provided prior to your arrival for usage of recreational areas.

## **DAMAGE TO PROPERTY**

Properties must be left in reasonably clean, undamaged condition. Cases of repair including special/additional cleaning, scratches, marks, scuffs, dents, blemishes, etc., will result in additional charges not less than \$100. All properties are inspected by our team in detail after guest departure. Guests will be held financially responsible for all unexpected cleanings and/or damages that result during their stay, and with acceptance of this Rental

Agreement authorize charging of the credit card on file for said damages. Accidental damages may be able to be covered by the damage protection paid within your booking.

### **THEFT**

Guests will not remove any items from property. If guest has been found to have stolen or thrown away an item or items from property, Owner and Owner's Agent will seek monetary reimbursement and prosecute to the full extent of the law.

### **NUMBER OF GUEST(S)**

Rental is limited to the stated number in the party. Any additional guests must be listed and prior to the stay. An additional charge of \$25/guest/night plus applicable taxes will be assessed for extra persons not authorized prior to check-in. Unreported extra guests may result in all guests immediately vacating the property without refund.

### **NON-PET FRIENDLY CABINS**

If the property rented is NOT-pet friendly. No animals/pets are permitted on the premises or inside the cabin at any time for any reason. We have limited non-pet friendly cabins that must be kept pet free in respect of guests with health situations regarding pets, ie: allergies, etc... We do offer pet friendly properties in the event you have a service animal or wish to bring your pet with you for vacation.

### **PET(S) POLICY FOR PET FRIENDLY CABINS**

If the property rented is pet-friendly, please note the following below. This agreement is limited to the stated number of pet(s) in the party. Pet fee is to be paid prior to arrival. Additional pets found to be on the premises will result in assessment of a min fee of \$50 per day, per pet. Pet bedding is not supplied. Guest(s) agrees to bring pets crate, pets' bedding, blankets, kennel and/or scooper and any other pet accessory needed for your pet. Pets must be housebroken, well behaved, and PEST free (if pests are found after departure, guests will be held financially responsible for all fees). Pets that are left unattended in the cottage are recommended to be crated. Guest(s) agrees to pay for damages that occur to deck areas or other areas due to tie out mechanisms, scoop yard and place pet residue in proper trash bag in trash bin. Do not throw pet bags in trash bin (noted in trash procedure) before departing cottage; not allow your pets on the furniture; and pay for any damages or extra cleaning due to pet Owner negligence. Cabin bedding, blankets, towels, etc...is NOT permitted to be used for pets. If any of the items above or cabin furniture has been used for pets bedding additional cleaning fees or damage fees, not less than \$50.00 will be applied. Guests(s) that have a pet that sheds, agree to use the provided vacuum cleaner and clean up after your pet. Guests will be charged for any damages or extra cleaning due to pet

owner and Owner's Agent negligence. Any accidents inside of the cabin shall be promptly cleaned- management must be contacted for proper cleaning and guest(s) will be financially responsible for the clean-up cost. Pets always are to be supervised. If Pet feces is found in or around the cabin a min of \$100 will be charged for proper cleanup.

### **LEASH LAWS**

Our area does have a leash law. Guest(s) agrees to be always in full control of their pets and takes full responsibility for their pets' wellbeing and be courteous to others. Pets are not to be left running loose at any time. Guest(s) may be fined or asked to vacate the premises if pets are not always leashed outside the home.

### **PRIVATE HOT TUB AND/OR SAUNA USE**

If the property rented has a private hot tub and/or sauna- Guest(s) is/are solely responsible for their own safety with the use of the hot tub and/or sauna. Guest(s) is/are responsible to follow hot tub and/or sauna guidelines, rules, and recommendations:

No glass or food in or around the hot tub or sauna, enter and exit the hot tub and sauna at your own risk, shower before using the hot tub or sauna, children must be always supervised. If you are pregnant, or have any health conditions/concerns, a physician should be consulted prior to using the hot tub or sauna, recommended limit to use is 15-minute time frames, no jumping, diving, running, etc... Max temperatures to not exceed 104 degrees.

Do not use oils or soaps in the hot tub, the use of oils and/or soaps will result in additional fees for cleaning services (minimum \$250 fee). Do not apply or tamper with hot tub chemicals. Our hot tubs are inspected by CPO's, tested, and treated regularly and the chemical levels should not be adjusted by an unlicensed professional/rental guest. Pets are not permitted in hot tubs. Guest(s) agrees to pay not less than \$250 cleaning fee if the hot tub and/or sauna are not properly used, and any issues are found at guest departure. Please place the hot tub cover back on and secure it to the hot tub when not in use and prior to departure.

Hot tub covers and securing prevents small children from falling in and/or debris from inserting the hot tub which could cause damage to jets and filters. If the hot tub cover is not on the hot tub and secured damage to the hot tub or the cover may occur, and guest(s) will be responsible for all damages.

## **AGES OF GUEST(S) / FALSE PRETENSES**

Reservations may only be made by adults, 25 years of age or older. The reservation holder is welcome to include other guests under the age of 25, with the understanding that as the customer who signs the rental agreement and pays for the booking, Guest is obligated for any damages caused by the guests under the age of 25. For safety and legal reasons, please verify that the total number in your party is declared and accurate when you make your reservation and that that number falls below or equal to the total allowed at that property. Violation of this provision constitutes a rental under False Pretenses and is in violation of this Agreement/Contract. Guest(s) will be asked to vacate premises immediately without refund.

## **OWNER AND OWNER'S AGENTS CLOSET**

Each property has a private Owner and Owner's Agent's Closets that is not part of the Guest(s) rental and Guest(s) agree(s) not to disturb them. This closet may be locked. A charge will be applied if this area is accessed.

## **BBQ GRILL**

In the event the property you rented has a grill, the grill will be ready for your use. Guest(s) is responsible for cleaning the grill in full after use/prior to departure. In the event you do not clean the grill prior to your departure and the grill is left dirty (food debris, etc...) there will be a minimum \$50 fee charged for grill cleaning. Guest(s) is responsible for monitoring the grill and will never leave the grill unattended while in operation or cooling down. Guest(s) is strictly prohibited from using BBQ grills during windy conditions. Before using BBQ Grill guest(s) shall identify where water source and fire extinguisher are located at the property. Charcoal/lighter fluid are not provided and not permitted to be used in propane grill. In the event the property rented has a propane grill, please be sure the propane is shut off after use. Owner and Owner's Agent make every effort to ensure that propane is provided during your stay for properties with propane grills, in the event you need a propane refill during your stay there will be a fee for refill and delivery for this service.

## **WOOD BURNING STOVE/FIRE PITS**

Wood burning stoves or fireplaces indoors are seasonal. Firewood during these months is available for a fee and must be requested at least 24-48 hours prior to your stay. Guest(s) are responsible for knowing where the fire extinguisher is located at the property prior to use of any fireplace/woodstove/fire-pit area. Fires must not be left unattended at any time, and guest(s) is prohibited from operating wood burning stoves, fireplaces, and/or fire-pits during windy or dry conditions. During windy conditions down-drafts can occur- do not use fireplaces/woodstoves/fire-pits. Guest(s) agrees to put a maximum of 3 standard size logs

in the wood burning device to prevent overfilling and the fire exceeding the heat limit, causing damage to the chimney or stove or outdoor elements. Other items (charcoal, accelerants, etc.) will not be burned in wood stoves or fireplaces. Guest(s) agrees to pay not less than \$100 if any items other than wood logs are burned in the wood stove. Your fire needs to burn down/put out before departing the cabin. Never pour water into the wood stove/fireplace/fire-pit as this could cause cracking of the device, ruin the unit and you will be financially responsible for repairs and/or replacement. Do not place hot ashes/coals in the trash or exterior of the property. All firewood refuse should remain in fireplace/woodstove/fire-pit. Fires at no time are permitted to be left unattended. NO OPEN FIRES/HAND BUILT FIRE-PITS ARE PERMITTED, AT ANY TIME. Open Fires will result in a fine of not less than \$500.00. For outdoor propane firepits please be sure the propane tank is always shut off when not in use, especially at departure.

### **HVAC Units:**

The heating and cooling HVAC units are controlled by a wall thermostat. If your property offers HVAC heating and cooling please note the following below.

Heating: If the thermostat is set to heat and the temperature is set higher than 75°F you risk freezing the unit up.

Cooling: If the thermostat is set to cool and the temperature is set lower than 68°F in the summer months you risk freezing the unit up.

Frozen units are caused by improper temperature setting. In the event you improperly set your thermostat and cause the unit to lock/freeze up, there will be a minimum fee of \$450.00 for the service team to correct the unit for use. Please note this may also cause you to not have heating or cooling for a min of 24 hours during your stay while the unit is thawed and restored back to normal working condition. There will be absolutely no refunds for not having heat or cooling during your stay if the units are frozen due to inappropriate temperature setting.

### **FURNISHING/FURNITURE**

Rearranging furniture is not allowed. Guest(s) agrees to pay not less than \$50 if furniture is rearranged. Damages to flooring/walls from furniture will be charged additional cost.

### **NON-SMOKING**

Smoking is permitted outdoors only; any smoking debris must be properly and safely disposed of, clean up fees will occur if cleanup is required by our crew. Guest(s) agrees to pay no less than \$500 for odor abatement if they smoke inside the home.



## **ALCOHOLIC BEVERAGES/ILLEGAL DRUGS**

Consumption of alcoholic beverages in rental units is limited to persons of legal age. Mountainside Getaways and property owners are not liable for any incidents that occur due to alcohol consumption. Illegal drug use is strictly prohibited and will result in termination of the contract, and dismissal of the guest without refund.

## **INSECTS AND WILDLIFE**

Bear, Deer, Turkey, Bobcats, Snakes, Coyotes, etc.. may be encountered outdoors. Ladybugs, Bees, Ticks, Ants, Stinkbugs, etc... may be encountered as well. There will be absolutely NO refunds for the presence of wildlife creatures and/or insects/bugs of any kind. All our properties do have routine pest treatments however we cannot control mother nature and her insects and wildlife.

## **TRASH PROCEDURE/REMOVAL**

Guest(s) will bag and properly dispose of all their trash and recycling items. No food, trash or recycling items are to be placed inside any bin or dumpster without being properly bagged. Trash bins are normally located at the entrance of all driveways. \*Dumpster locations for The Woods Resort properties are listed in the cabin as well as in the arrival information emailed prior to your stay. Items to be thrown away must be bagged in appropriate kitchen trash bags or larger and placed in proper outdoor locations prior to departure. No loose trash, loose recycling, food, small bags, pet bags, or grocery bags are to be left in trash bin. Failure to properly bag (kitchen size bags or larger only) and/or remove garbage/recycling from cabin and leave it in the proper trash receptacle will result in assessment of additional charges not less than \$200.00. Absolutely no coals can be placed in the trash bin or in trash bags, from a charcoal grill, fireplace, or fire-pit due to risk of fire. If fire occurs Guest will be charged for all damages. If coals are found in the trash bins or in surrounding areas of the property, clean up fee's not less than \$200.00 will be charged to the guest.

## **SNOW EMERGENCY PROCEDURES**

Properties that are in a mountainous area, and during inclement weather, 4-wheel drive/AWD vehicles are recommended for remotely located properties. The state of West Virginia does an excellent job of keeping the main roads open during inclement weather events. During winter snowstorms, we recommend that renters remain in place at our properties. Please assist us in being patient, allowing the storm to pass, and please make sure it is safe to travel on the roadways before you depart. We want you, your family, and your vehicle to have a safe transit.

## **INTERNET/CELL SERVICE**

Mountainside Getaways cannot guarantee cell service or internet. We have limited cell towers and internet providers in our mountainous area and reception can be spotty and wifi speeds can be slow or problematic at times and may not support multiple users. If an internet issue occurs, please note, we will work diligently to have the company repair, but there will be absolutely no refunds for any internet issues as we are not affiliated nor do we have any control over the companies who service this area.

## **ACTS OF GOD**

Owner and Owner's Agent are not responsible for Acts of God, fire, strikes, war, road maintenance, and inclement weather.

## **AFTER HOURS REPAIRS/SERVICE CALLS/EMERGENCIES**

After Hours numbers are supplied in this rental agreement, your arrival email, and on our information sheet within your property.

Owner and Owner's Agent cannot guarantee against mechanical failures and Guest agrees to immediately notify Mountainside Getaways of defective or non-working units. Every effort to repair or replace defective units quickly and efficiently will be made. No refunds will be given for failure of mechanical units. Service calls resulting from neglect or misuse of the Guest shall be the Guest's financial responsibility. If guest does not notify Owner and Owner's Agent regarding non-working items, Owner and Owner's Agent is not responsible after the fact for any interruption, early departure, or shortening of stay; nor discomfort or inconvenience caused by failure to notify Owner and Owner's Agent of issue. There are absolutely no refunds or discounts if management is not notified of any issue during your stay.

## **RIGHT OF ENTRY**

Owner and Owner's Agent and Owner and Owner's Agent's agent reserves the right to enter property to investigate disturbances, check occupancy, check damages, and make repairs if Owner and Owner's Agent find(s) it necessary. Owner and Owner's Agent and Owner and Owner's Agent's agent will attempt to notify guest when service/repair entry is to take place.

## **GUEST(S) PERSONAL BELONGINGS**

Guest(s) is responsible for their own personal belongings. Mountainside Getaways and the Owner(s) of the rental property are not responsible for guest belongings during the stay or

after departure. If personal belongings are left behind and found, items can be returned with a min \$25.00 return fee but will be discarded if not claimed within a timely manner.

## **DISCOUNTS**

Mountainside Getaways does offer Military discounts when booking directly through our company. ID will be required along with submission of the agreement for the discount to apply. Unfortunately, we cannot offer discounts if you have booked on another platform due to the other platforms booking systems.

## **VIOLATION OF AGREEMENT/CONTRACT**

Owner and Owner's Agent reserve the right to remove renter without refund if any of the above agreed upon items are not met. All renters must sign and read this form to have a valid reservation.

Guest(s) hereby acknowledges and understand that they will be fully responsible for themselves, their group, and their personal belongings. Guest(s) hereby agrees to abide by all rules, instructions, policies, and procedures imposed by Mountainside Getaways relating to the use of the property and/or community facilities.

By signing this rental agreement, Guest(s) agree and fully assume all liability and agree to use their best judgment while retreating with Mountainside Getaways. Guest(s) further agrees to indemnify and hold harmless Mountainside Getaways, its employees, agents, officers, and the owner of the rental property and any community rented in from and against all liability incurred during guest(s) stays.

Guest hereby certifies that he/she is of legal age and competent to execute the Rentals Terms and Conditions Contract and, that in doing so of your own free will and accord, voluntarily and without duress.

I have read and understood the foregoing and acknowledge my consent to the terms of this Contract and Waiver.

Through submission with signing of this agreement with the following information filled out, you are acknowledging and agreeing to this contract.

Thank you for renting with us!

Mountainside Getaways