

SHAVER'S FORK ADVENTURES, LLC

VACATION RENTAL AGREEMENT

This rental agreement is entered into by and between the renter,

hereinafter referred to as "**tenant(s)**" & Shaver's Fork Adventures, LLC hereinafter referred to as "Agent" on this _____ day of _____, 20_____.

This agreement constitutes a contract between the money received by owner for occupancy of the vacation property indicates the acceptance of the terms and conditions of this Vacation Rental Lease Agreement. It is the responsibility of the **TENANT(S)** to be familiar with all policies within this agreement. This occupancy will be in the form of a Vacation Rental only and not constitute a permanent or primary residence or other tenancy.

1) **Agent:** Shaver's Fork Adventures, LLC
Manager: Philip E. Nixon, Jr.
Address: 1806 Tunnel Mountain Road Elkins, WV 26241
Phone: 304-637-0042 (office) 304-637-0052 (premises)
Email:

2) **Tenant(s):** _____

Address: _____

Phone(2): _____

Email: _____

DL: _____

CC/Exp: _____

3) **Rental Name:** _____

Terms of the Lease: The lease begins at 4pm EST on _____ (the check-in date) and ends at 11am EST on _____ (the check out date).

Maximum Occupancy: The maximum number of overnight guests for the property is limited to (8) eight persons. The daily and weekly rate applies to (2) two persons. An additional (6) six overnight guests may stay upon approval and fee per guest. Additional fee per guest per night is \$ 10 (applicable to any guests above 2). Maximum occupancy for this property shall not exceed 8 (eight)

at any time. If **Tenant(s)** exceeds the maximum occupancy, **Tenants** and any and all of their guests are subject to immediate removal and forfeiture of their security deposit and rental payment.

Smoking: This is a **NON-SMOKING** property. No smoking is allowed inside of the rental property. Any smoking outside will be the responsibility of the **Tenant** to ensure that debris is discarded in the designated trash location. Any Tenant(s) or their guests not adhering to the No smoking policy will result in the application of any fees necessary to restore property to a no smoking condition.

Pets: No pets are permitted inside or outside the premises without prior approval of the owner. Violation of this policy will result in automatic application of any fees necessary to restore property to original condition.

Rental Rules: **Tenants** agrees to abide by the Rental Unit Rules outlined in this agreement at all times while at the property and shall cause all guests of the rental party and anyone else **TENANTS** permits on the property to abide by the following rules at all times while on the property.

Damage Deposit: A validated credit card is required and must be retained upon check-in. Any damages not noted on the Tenant's Disclosure Form will be assessed and charged to the validated credit card provided at check-in. Tenants will complete a walk-through upon check-in and complete disclosure.

Payment: An advance payment equal to 100% of the rental rate is required to confirm reservations. The advance payment will be applied toward the property rental price. Credit/Debit Card payments will be accepted via the Trip Advisor Application. Only upon prior approval, payments in the form of bank money orders, cashier's checks, or personal checks payable to Shaver's Fork Adventures may be arranged. The advance payment is not a damage deposit.

Cancellations: A sixty (60) day notice in writing is required for cancellation. Cancellations that are made less than sixty (60) days prior to the Check-in date will forfeit the full damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellations or changes that result in a shortened stay, or are made within thirty (30) days of the Check-in date, forfeit the full advance payment and damage/reservation deposit with refund of any additional pre-paid rental amount received. Cancellation or early departure does not warrant any refund of rent or deposit.

Falsified Reservations: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit, and/or rental money, and the party will not be permitted to check-in.

ATV/Motor Vehicles: Any and all vehicles must remain on paved surfaces of this property only. No motorized vehicles shall be on porch, deck, or in the yard.

Rental rate and fees are as follows:

Rental Rate per Schedule	\$ _____
Less Discount (If Applicable)	\$ _____
Sub-Total Rental Cost	\$ _____
12.0% County/State Tax	\$ _____
Total Rental Cost	\$ _____
Pet Deposit (If Applicable)	\$ _____
TOTAL DUE	\$ _____
Advance Payment (50% of Rental Rate)	\$ _____
Balance Due after deposit(s) and Advance Payment	\$ ___ N/A ___

Additional Charges: All “normal” utilities are included. **TENANT** will be charged additional fees for the following:

- Phone charges for services in addition to those provided above, including, but not exclusive of long distance calls outside the United States, Canada, or Puerto Rico; collect calls; 900 number calls; etc (if available).
- Cable charges for any programming ordered during the rental period in addition to the basic cable provided.
- Fines as imposed by the condo association as a result of your actions.
- Any damage to the rental or its contents, beyond the normal wear and tear.
- No charges are incurred due to contraband, pets, smoking, pay per view, and/or collection of rents or services rendered during the stay.
- No excessive cleaning required. All debris, rubbish and discards are placed in the designated location for trash, soiled dishes are cleaned, linens left for laundering, and washer/dryer are clear.
- No excessive utility charges are incurred.
- No linens/towels are lost, stolen, or damaged.
- The KEY is returned and the home is left locked.
- The **TENANT** (or any of **TENANT’S** visitors) is not evicted by the owner (or representative of the owner) or the local law enforcement.

Guest/Parties/Noise: The **TENANT** must supervise their guest(s) while on the premises. Noise in the rental must be kept a reasonable level as not to cause a disturbance to the neighbors or general public. In no event may the maximum occupancy (as listed on this agreement) be exceeded without written consent.

Maintenance: It is expected that major systems in and around the rental will break down from time to time such as central air, washer, dryer, etc. The **OWNER** will attempt to repair the problem as soon as possible upon notice by the **TENANT**. The **OWNER** assumes no liability to the **TENANT** if such should occur as all products have a useful life and break down occasionally.

Illegal Drugs: Under no circumstances shall any illegal drugs be allowed on the property. The **TENANT(s)** understand that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. The **TENANT** further waives any and all rights to recourse against the **OWNER** for enforcing this clause.

Tenant(s) Responsibility: All occupants are required to perform "normal" household duties that include, but are not limited to:

- Placing all Garbage in designated disposal site;
- Cleaning of Individual and guest dishes, etc;
- Notification to the **OWNER** of any damages or problems with the property;
- Locking of all doors when **TENANT** leaves the rental unit.

Subletting/Assigning/Occupancy: There shall be no subletting of the premises. The **TENANT** shall occupy and use the premises as a vacation rental only and not use the premises for any business, professional, unlawful or hazardous purpose.

Repairs: The **OWNER** must be notified immediately if you discover any item that needs attention.

End of Terms: At the end of the term, the **TENANT(s)** shall leave the premises clean and in good condition, remove all **TENANT** property, and agrees to repair all unreasonable damages caused during their stay.

Hold Harmless and Indeminty: The **OWNER** of the rental property shall not be liable for any damages and/or injury to **TENANT** and/or their guest(s), or their personal property due to **TENANT'S** acts, actions or neglect. **TENANT** agrees to hold **OWNER** harmless against any claim for damage and/or injury due to **TENANT'S** act of neglect of their guests act or neglect.

Weather/Acts of God: The **OWNER** is not responsible for any weather conditions or acts of god or nature that happen during **TENANT's** stay on premises and no refunds will be made.

Unforeseen Conditions: If any unforeseen conditions or problems with the rental arise prior to or during **TENANTS** stay, **OWNER** reserves the right to either refund **TENANT'S** payment or pro-rate the payment. Such unforeseen conditions could be the following but are not limited to, storms, vandalism, flood, etc. Owner assumes no responsibility for such unforeseen conditions.

Access: **TENANT(S)** agrees to allow access to the house and property to **OWNER** and his agents upon 24 hour notice by telephone, in person, or in writing. Agents include but not limited to, plumbers, electricians, rental companies, pest inspection, etc. **OWNER** reserves the right to inspect the premises and condo interior upon 24 hours' notice to **TENANT**. The **TENANT** agrees not to deny access. If the **TENANT** refuses to allow access to **OWNER** or any agent designated

by the **OWNER**, the **OWNER** reserves the right to terminate the **TENANTS** vacation rental and **TENANT** will immediately vacate the premises upon demand by **OWNER** and will forfeit the rental payments.

Safety: **TENANTS** acknowledge and agree that they are responsible for the safety of themselves, their guests and their children with respect to the river, deck areas, and the premises. The **TENANT** acknowledges and agrees to hold harmless from any injuries to them or their guests.

Keys: Access to the property is provided by key. The **TENANT(S)** agrees to return the set of keys after departure. All extra sets of keys should be left on the kitchen counter. Failure to return the set of keys after departure will result in a lock replacement fee charge.

Laws: The Laws of the State of West Virginia shall apply to all terms under this Agreement. Any dispute under this agreement shall be adjudicated in Randolph County, West Virginia. It is expressly agreed and understood that this lease shall not be recorded in the County Clerk's office.

Liability: **TENANT** may be responsible and liable to the **OWNER** for damages in excess of the security deposit for any damage or loss caused by **TENANT** or its guests.

Written Exceptions: Any exceptions to the above mentioned policies must be approved in writing in advance.

Departure Checklist: Upon departure, the Departure Checklist must be completed and left on the kitchen counter with key. In addition, please feel free to leave your comments or suggestions in our guest book.

Breach of Agreement: Failure to comply with any of the foregoing clauses and overall rules established by Owner will subject you to immediate removal from the rental and forfeiture of all rental payments and security deposits. If **TENANT(S)** fails to vacate the premises at the end of the rental period prescribed in this agreement, **TENANT(S)** shall be charged and liable to the **OWNER** for \$500 per day for every day past the date and time specified in this agreement.

Survival: If any clause or term in this lease is contrary to law, the remainder of the lease shall remain in full force.

Certification: I or we, the **TENANT(S)**, hereby certify and consent that I/We have read the entire agreement and conditions and agree to the terms and will comply with them during the course of this vacation rental.

Shaver's Fork Adventures, LLC/Philip E. Nixon, Owner

Date

TENANT #1 (signature)

Date

TENANT #1 (print)

TENANT #2 (signature)

Date

TENANT #2 (print)

TENANT #1

TENANT #2

Email: _____

Email: _____

Home Phone: _____

Home Phone: _____

Cell Phone: _____

Cell Phone: _____

Emergency Contact:

Name: _____

Relationship: _____

Phone: _____