

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "*Agreement*") is made by and between

Scott F. Easter and Pamela L. Easter ("Homeowners") and _____

_____ ("*Guest*") as

of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

**1058 Eastlake Pointe Dr.
Huddleston, VA 24104**

The property is fully furnished and includes all major appliances, washer, dryer, linens (per optional linen fee includes: bath towels, lake towels, sheets, blankets, kitchen towels). We will also supply you with a starter of paper products (paper towels, toilet paper, napkins), trash bags, dish soap, dishwasher soap and laundry detergent. Our goal is to make sure you have everything you need upon arrival. Please notify us immediately if there is anything missing or needed and we will do our best to have it to you as quickly as possible.

We ask that our home be treated as if it were your own. We also ask that you please be respectful our full time neighbors who live next door. This is a very quiet and safe area, however we do ask that you lock the home when you are away.

2. Occupancy: The maximum number of guests is limited to 10 adults. We also do not rent to anyone under the age of 30. Please complete the following by indicating the total number of guests that will be staying at the house on any given night, their names and the ages of any children under 18;

Name _____ Age: _____

Name _____ Age: _____

Name _____ Age: _____

Name _____ Age: _____

Name _____	Age: _____
Name _____	Age: _____
Name _____	Age: _____
Name _____	Age: _____
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Name _____	Age: _____
Name _____	Age: _____
Name _____	Age: _____

By initialing here, you acknowledge that no one other than the occupants listed above will be staying overnight during your stay and you also acknowledge that you are at least 30 years of age. *Please initial here* _____

PETS: There are no pets allowed on the property. Please respect our strict pet policy. Any violation of our pet policy will result in a complete forfeiture of the security deposit.

3. Term of the Lease. The lease begins at 4:00 p.m. on _____ (the “*Check-in Date*”) and ends at 10:00 a.m. on _____ (the “*Checkout Date*”).

4. Minimum Stay: This property requires a 7 night minimum stay during the summer season and varies in the off season.

5. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

6. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

7. Rental Rate and Fees : The total rental fee due for this period is \$ _____. This includes taxes, linens and cleaning fee.

- a. Reservation Deposit: A deposit of ½ the total rental is due at booking and the remaining balance plus a \$500.00 refundable damage deposit is due at least 30 days prior to the Check-In Date. The entire rental amount is due when check-in is 60 days or less of booking.

The \$500.00 damage deposit is for security and shall be refunded within 30 days of the Checkout Date provided that the home was left in it's original condition and no deductions are made due to:

- i. repair damage to the property or furnishings, replace missing contents, furniture moving;
- ii. excessive cleaning, debris/trash removal, unauthorized telephone or Direct TV movie charges; or
- iii. any other cost incurred by Homeowner due to Guest's stay ***This security deposit in no way limits the liability of the Renter in the event of extensive damage to the property. Guests are financially responsible for damages in excess of the Security Deposit and for additional cleaning if necessary.***

***** Please inspect property upon check-in. If the premises appears dirty or damaged, Guest shall inform Homeowner immediately. 540-330-8535*****

8. Cancellation Policy: From Memorial Day through Labor Day, no refund of rents paid will be made until the period is re-rented and confirmed. If the period is re-rented at the same rate as the original lease of the original Tenant, all monies paid are refunded less a \$50 cancellation fee. However, if the rental rate is negotiated to a lower rate, or rented for a lesser time period, the original Tenant will only be refunded based on the lower (or lesser) rental amount, as owners are to receive the full amount of the original lease. We will make every effort to re-rent the property at the full amount. *** In the off season, we have a more flexible cancellation period, and will fully refund cancellations made over 14 days from your arrival date, also please do not hesitate to contact us with concerns or special circumstances and we will do our best to work with you.**

9. Insurance: We encourage all renters to purchase traveler insurance. Below are some references you may contact to purchase such insurance:

www.allianztravelinsurance.com, www.hthtravelinsurance.com,
www.vacationprotection.com, www.travelsafe.com

10. Payment: Acceptable payment methods are personal check or credit cards. If you wish to use a credit card, please either use the online booking service or call us to make your payment. There is a \$50.00 return check fee.

I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowners:

Guests:

Name (print) Pamela L. Easter

Name (print): _____

Scott F. Easter

Address: 2817 Gleneagles Rd.

Address: _____

Salem, VA 24153

Date: _____

Date: _____

Phone # (during stay):

Phone # (during stay):

540-330-8535

The Guest signing this Agreement must be at least 30 years of age and will be held responsible for all other parties and/or guests of the Guest for compliance with this Agreement, with listed rules and for any losses incurred by Homeowners or to the Property due to negligence or vandalism.

Exhibit A

RENTAL RULES

1. Smoking: Smoking is strictly forbidden inside the house including the front porch, back deck and enclosed porch. Evidence of smoking inside the house will result in immediate termination and forfeiture of all amounts paid and will result in additional Cleaning Fee to Guest as damage cost. Smoking is permitted on the outside of the house. Guest is responsible for ensuring that smoking products, if used, are properly extinguished and product remains, such as cigarette butts, are properly disposed of and not left on the grounds.
2. Guest Invitees: People other than those in the Guest party set forth in the Agreement may not stay overnight on the property. Any other person on the property is the sole responsibility of Guest.
3. Care: Keep the property and all furnishings in good order.
4. Appliances: Only use appliances for their intended uses.
5. Pets: Pets are NOT permitted on premises at any time for any reason.
6. Hot Tub: No children under the age of 15 are permitted in the hot tub without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. We drain, sanitize, refill and replenish chemicals prior to your arrival; therefore, it may not be warm until later that evening. [DO NOT STAND ON THE HOT TUB COVER. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement.] Remember when not using the hot tub, leave cover on so hot tub will stay warm.
7. Fireplace: The only wood burning fireplace is on the main level. Firewood is kept outside next to the house. Guests are not permitted to insert other objects into the Fireplace. The master bedroom is a gas fireplace and is only available

- October – April.** Gas fireplace in master bedroom available. The gas fireplace in the basement is not available for use. Please do not throw any wood, paper or any other combustible materials in the fireplace. Guest shall not leave the fireplaces unattended while in use. Guest shall act sensibly and responsibly with the use of the Fireplace. Guest is responsible for ensuring that fire is not active upon departure. Guest is responsible for any damage caused by the misuse of the Fireplace including smoke damage.
8. Water and Septic: The property is on a public water but a private septic system. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products or other improper materials have been flushed and clog the septic system, you could be charged damages.
 9. Storms: No refunds will be given for storms. Mountain roads can be curvy and steep. The paved roads are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months (late Nov - March). We do not refund due to road conditions.
 10. Garbage Removal: Garbage pick-up is on THURSDAYS, usually around 7:30 am. Containers are found at the top of the driveway. Please do not leave garbage bags outside over night, they must be in the containers. We have an abundance of wildlife (raccoons, opossums, fox, occasional bear, etc.) who love to scatter the garbage. Guest shall be responsible for removing of all garbage from the house and its placement in the containers or to the dump prior to checkout. Please be respectful of the renters checking in behind you and don't leave all 3 bins full of trash. We ask that you please haul excess garbage off to the dump. The address for the dump is 1832 Radford Church Rd., Moneta, VA 24121, which is about 10 minutes from the house.
 11. Fireplace/Firepit: If you have a campfire in the fire pit, REMEMBER you are on private property and fire is a huge threat to the area, especially during drought conditions. If the fire gets out of control, you will be held personally and financially responsible. Therefore, never leave a fire unattended. THERE IS A HOSE NEARBY. Always wet the fire upon departure. Fire extinguishers are located in the downstairs kitchen and the main level kitchen.

12. Boat Dock: Numerous amenities are provided for your use and enjoyment. The boat lift is NOT to be used for any purpose. The underwater LED Green Fishing Light is not to be tampered with. Please do not swim near the LED Green Fishing light, especially at night. All boats including the paddle boat, canoe, kayak, etc. shall be secured when not in use. We get very high winds during storms so please secure items left of dock accordingly. During use of any boat, Virginia law requires all occupants to wear/have appropriate life vests.
13. Parking: Vehicles are to be parked in the driveway only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
14. Restrictions on Guest activities: Guest shall not host a wedding, reunion or any other similar activity with large crowds. Guest is prohibited from any illegal activities.
15. Noise: All Guests agree to use common sense in keeping noise volume low after dark. Any police enforcement actions by the County are at the sole risk and expense of the registered Guest and may result in damage cost and/or immediate eviction and forfeiture of all amounts paid.
16. Compliance with Laws: Guest agrees to comply with all Local, State and National laws at all times while present on the Property and will cause and be responsible for compliance by any invitees with these same laws. Guest shall be responsible for and shall indemnify Homeowners for any damages caused by any breach of this section.
17. Liability and Damage: Guest agrees to defend, indemnify and hold Homeowners harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guests visitors or invitees. The Homeowners are not responsible for the loss of personal belongings or valuables of the Guest. By

- accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the Property, including the dock and lake or others whom they invite to use the Property.
18. Cause for Eviction: The Guest and all parties with the Guest will be subject to immediate eviction from the Property if the Guest or parties of the Guest violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, excessive noise or restrictions of Guest activities. An arrest of Guest or parties of the Guest is automatic grounds for immediate eviction. In the event of eviction from the Property, the Guest shall forfeit all amounts paid and there will be no refund of money.
 19. Attorney's Fees and Costs: If Homeowners employ the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Guest, or because Guest takes any action to recover funds not due, Guest shall be liable for reasonable attorney's fees and costs incurred by Homeowners.
 20. Short-Term Rental: It is expressly understood and agreed that this is a short-term vacation Rental Agreement and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights of Guest and no rights to renewal or for recurring usage.
 21. Linens and Departure Maid Service: If the optional linen service is requested, the linens provided upon arrival includes 1 set of sheets and bedding per bed, and a supply of bath towels, washcloths, lake towels and kitchen towels. We ask that you please strip the beds upon departure and leave linens by the steps on each level. Maid Service includes general house cleaning upon your departure. Mid-week service can be provided upon request for an extra charge. Charges for missing items, repairs or excessive cleaning, such as stains or spoiled food left behind, will be charged to Guest and deducted from Security Deposit.
 22. Fireworks are not permitted anywhere on the property.