

**Dear Guest,**

**We hope that you thoroughly enjoy your stay and will do all we can to ensure that you have a positive experience during your visit!**

**Check-in time: 4:00 pm**

**Check-out time: 11:00 am**

## **SHORT TERM RENTAL AGREEMENT**

This Short Term Rental Agreement (the “Agreement”) is made by and between Jim and Lisa Franceschini (“Homeowner”) and **Guest** as of the date set forth in the reservation. The parties hereby agree as follows:

**1. Property:** The property is located at: Full Address supplied two weeks prior to arrival date.

The property is furnished and includes full kitchen (refrigerator, dishwasher, oven, stove, microwave, coffee maker, and all cook and table ware), washer and dryer, linens, towels, and pillows.

**2. Maximum Occupancy:** The maximum number of guests is limited to 2 persons. Exceptions to this limit will be made on a case-by-case basis. Additional guest charges of \$15/guest/night are collected for all guests over 2 total.

**3. Term of the Lease:** The lease begins at **4:00 p.m. on Date** (the “Check-in Date”) and ends at **11:00 am on Date** (the “Checkout Date”).

**4. 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 to abide by the Rental Rules at all times while at the property.

### **5. Rental Payment and Policies**

#### **Deposit:**

If making your reservation more than 30 days in advance of arrival, a deposit of 50% of total fees is due at the time of making the reservation. The balance is due 30 days prior to arrival. Final payment must be made by the due date or Guest risks losing the reservation and forfeiting the deposit.

If making your reservation less than 30 days in advance of arrival, full payment is due at the time of making the reservation.

**Cancellation Policy:** If Guest wishes to cancel the reservation, the deposit will be refunded\* as follows:

100 % if cancelled 30+ days prior to the Check-in Date (60+ days prior to check-in if renting 2 or more cabins)

0% if cancelled 0-29 days prior to the Check-in Date (0-59 days if renting 2+ cabins,)

\*Deposit will be refunded, minus up to a \$75 administrative fee and any guest booking fees (if charged by the reservation service chosen by guest).

Homeowner will always attempt to re-book the property for canceled dates and if successful, will gladly refund Guest's fees (minus admin fee of \$35 and any booking fees charged by reservation service chosen by guest).

**Security Deposit:** A security deposit of \$250 is required. Homeowner will refund the deposit in full within 7 days of the end of the Rental Agreement end date (although typically sooner), as long as none of the following are found: excessive filth, damaged/missing items, evidence that the smoking or pet policies were violated, if minor cleaning was not attended to (see paragraph below), if number of guests exceeded the number set by the reservation, or any other term of this Rental Agreement was violated by Guest. Homeowner reserves the right to retain full security deposit for any violation of the Rental Agreement. If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

**6. Housekeeping:** There is no daily housekeeping service. For guests staying a full week, housekeeping service can be arranged mid-way through your stay at a small fee. Inquire with homeowners. Please bring your own beach towels; we ask that you do not take towels or linens from the home.

**Guest responsibility for cleaning of cabin prior to departing:** In order to avoid the \$150 cleaning fee, please do the following before departing:

- Remove all sheets, pillow cases, soiled linens from the bed, and all dirty towels from the kitchen and bathroom and place on top of the washer and dryer, utilizing laundry baskets.
- Remove all trash from premises, including the backyard trash cans. You may bring it home with you or bring it to the Luray Landfill at 806 US Hwy 340N. (warning: Landfill closed on Sundays). If they request an account number, you may use ours: Account #651. **Trash pick-up by the housekeeper is available; see instructions posted in the home.**
- Grill shall be wiped down thoroughly, on top of grates as well as under grates. **\*\*This is vital to deter raccoons, mice, opossum, and yes, even bears.** Supplies are located on top of the washer and dryer.
- Leave no dishes in the dishwasher or in the sink nor perishable foods in the home.
- Home shall be left in "broom clean" condition, free of excessive dirt in all areas. Oven and stove shall be wiped down after each use.
- All furniture, dishes, and accessories shall be returned to their original location in the home.

It is understood that Homeowner shall be responsible for routine cleaning of the property after occupancy but this cleaning does not include the items above or excessive cleaning of kitchen, oven, grill, floors, or any other indoor or outdoor area.

**7. Insurance:** We encourage all renters to purchase traveler insurance.

**8. Payment:** Acceptable payment methods are credit card or electronic check. Payment can be done via the Reservation website or directly through the Homeowner. Personal checks accepted as per the discretion of the Homeowner.

**9. Functionality of Systems:** All appliances (large and small), plumbing and electric systems, televisions, wifi, cable connections, and hot tub will be assumed by both parties to be in working condition. However, due to circumstances beyond Homeowner's control, one or more of these items may not be operating during any portion of the Guest's stay. It is understood that Homeowner will exercise all efforts to make any repairs needed during Guest's stay. Refunds will be offered for Guest's inability to stay at the property for any health/safety concerns (ex

plumbing or electric issue) but not for those items that are considered amenities (wifi, tv, hot tub, most appliances).

**10. Changes to this Rental Agreement** may be made by the Homeowner without notice. A current copy of the Rental Agreement will always be in the home for the Guest and Guest is encouraged to read the Rental Agreement upon arrival. Guest is to abide by all rules in the Rental Agreement present in the property at the time of their arrival. Please note: Any changes made to Paragraph #5 (Rental Payment and Policies) will only affect the Guests who make their reservation after those changes have been made.

**The Renter(s) agree to the terms of this Short Term Rental Agreement, as evidenced by the electronic signature(s) on file with Reservation Service or by Guest confirmation by email.**

## **Exhibit A**

### **RENTAL RULES**

- 1. Smoking is NOT allowed** in the home or anywhere on the property.
- 2. Pets are NOT allowed** in the home or on the property unless Guest has received an exception in writing from the Homeowners. Violation of this policy may result in loss of security deposit.
- 3.** No guests other than those in the Guest party set forth at the time of the reservation may be in or on the property without express permission from the Homeowner. No overnight guests other than those set forth above. Guest will forfeit full security deposit if the number of guests in the property exceeds the number set by the reservation.
- 4.** The home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. 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 premises or others whom they invite on the premises.
- 5.** Keep the property and all furnishings in good order.
- 6.** Only use appliances for their intended uses.
- 7. Parking:** Parking is limited to 2 vehicles. Vehicles should park on gravel parking pad only. Parking on Pot Pie Lane is not permitted. Any illegally parked cars may be subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
- 8. Hot Tub:** When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Minors should ALWAYS be supervised by an adult. Our housekeepers sanitize and replenish chemicals in all tubs prior to your arrival; therefore, it may not be fully warmed until later that evening. NEVER allow the water level to go below the jets; Guests are expected to add water to the tub if needed during their stay. **DO NOT STAND OR SIT 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 will be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub water will stay hot. Jets should be turned off when hot tub is not in use. Temperature must be kept at the constant 100 degrees.
- 9. Fireplace:** The fireplace is an electric firebox. Please do not throw any paper or other combustible materials in the fireplace. Always turn off the fireplace when not in the home.
- 10. Water and Septic:** The home is on a well and septic system. The mineral content in the water is moderate and poses no health risks but may show as staining in the commodes if they have been sitting idle for a few days. This can be easily wiped with a sponge. 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 have been flushed and clog the septic system, renter will be responsible for all fees associated with any damage to the system. In the kitchen, there is no garbage disposal (septic systems operate best without disposals). DO NOT allow food particles or grease to enter the drain. Again, renter will be responsible for all fees associated with damage to the septic system if proper care is not taken.

**11. Storms:** No refunds will be given for storms. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions.

**12. Food and Supplies:** Any food or toiletry items present in the home are available for the guests to enjoy and guests are welcome to leave items behind for the next guests. \*\*Please take all perishable foods with you.

**13. Area Information:** You will find brochures, maps, and other area information in the home. Help yourself to these items, but try to leave them behind if you can! The Visitors Center in downtown Luray is an excellent source of area information as well.

**14. Two foldaway beds** and needed linens are located under the bed upstairs. These are for guests weighing 200 pounds or less only.

**15. No tents** are allowed to be constructed on the property. **No RVs, campers, or oversized trailers or vehicles** are allowed at any time. Smaller trailers will be allowed on a case-by-case basis, please inquire with Homeowner.

**16. Noise:** Guests are expected to maintain a peaceful environment with consideration and courtesy to neighbors. Noise levels, especially after 9 pm, should be kept to a minimum. Excessive noise or any complaints from neighbors will be grounds for immediate termination of lease with no refund given. (Please keep in mind that although neighbors are far away, you are at the top of the valley and sounds travel very easily across the valley.)

**17. Entry by Homeowner:** Homeowners reserve the right to enter the property for emergency or repair purposes or if concerned about Guest's care of the home. Homeowner, when possible, will call the guest prior to entering, on the phone number supplied at time of reservation.

**18. Please close windows when not in home.** Mountain storms can approach with little warning and can be quite strong. Please do not leave windows open when gone as rain will quickly do harm to the all wood interior of home.

**19. Grill:** Grill shall be wiped down thoroughly, on top of grates as well as under grates.

**\*\*This is vital to deter raccoons, mice, opossum, and yes, even bears.** Supplies are located on top of the washer and dryer.

**20. Firepit:** It is imperative that guests use an abundance of common sense when burning a fire in the fire pit on the lower patio. **Do not ever produce a roaring fire with embers lifting into the air** as this would lead to embers landing on the deck, hot tub cover, or home and damage and/or disaster could follow. Children should be watched at all times to avoid such events and to avoid injury to them. A shovel is located under the deck, near the front steps, for cleaning out the fire pit after use (when completely cooled). In case of emergency, this shovel can also be used to gather dirt/sand from the surrounding woods to place on a fire.