

THE BLACK BEAR LODGE

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 James and Lisa Franceschini (“Homeowner”) and responsible party making the reservation (“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 6 persons (max 4 adults). Exceptions to this limit only allowed with written Homeowner approval. Additional guest charges of \$15/guest/night are collected for all guests over 2 total. Should Guest exceed the number of guests indicated in the reservation, Homeowner reserves the right to terminate the lease and ask Guest to leave the premises immediately. In this case, Guest will forfeit full security deposit (sorry, no groups!)

3. Term of the Lease: The lease begins at check-in time (4:00 p.m). on the check-in date and ends at check-out time (11:00 am) on the check-out date.

4. Rental Payment Policies

Deposit:

At time of reservation: 50% of rental rate/taxes are due

30 days prior to reservation: final 50% of rental rate/taxes as well as security deposit are due

Final payment must be made by the due date; Homeowner reserves the right to cancel the reservation and retain the deposit for non-payment.

Cancellation Policy:

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)

Homeowner will always attempt to re-book the property for canceled dates and if successful, will gladly refund Guest deposit (minus administrative fees and any booking fees charged by reservation service chosen by Guest).

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

Security Deposit: A security deposit of \$250 is required. Homeowner will refund the deposit in full within three business days of the Guest check-out date (although typically sooner). However, Homeowner reserves the right to retain full security deposit for any violation of the Rental Agreement including but not limited to the following: excessive filth, damaged/missing items,

evidence that the smoking or pet policies were violated, if housekeeping requests were not attended to (see paragraph below), if the number of guests exceeded the number set by the reservation. If the premises appear dirty or damaged upon check-in, Guest shall inform Homeowner immediately.

5. Housekeeping: There is no daily housekeeping service and Guest has not been charged a housekeeping fee. For guests staying a full week, housekeeping service can be arranged mid-way through your stay for a small fee. Inquire with Homeowners. Please bring your own beach towels; please do not remove towels or linens from the home.

Guest is responsible for the following housekeeping items prior to departing: In order to avoid a \$150 cleaning fee, and possibly loss of entire \$250 security deposit, Guest agrees to 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 in the laundry room, 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 in basement next to hot tub towel basket.
- Leave no dishes in the dishwasher or sink nor perishable foods in the refrigerator.
- 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.

6. Insurance: We encourage all renters to purchase traveler insurance.

7. Payment: Acceptable payment methods are credit card or electronic check. Personal checks accepted as per the discretion of the Homeowner.

8. 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 before or 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).

9. By agreeing to this Rental Agreement, Guest acknowledges that exterior property surveillance is utilized by the Homeowner for the protection of the Guest and the property.

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.

11. Rental Rules: Guest agrees to abide by the Rental Rules below at all times and is responsible for ensuring that all members of the rental party do the same:

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 3 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. **GUESTS ARE ASKED TO SHOWER PRIOR TO ENTERING HOT TUB** (Lotion, deodorant, and skin oils will cause hot tub water to become scaly and “slimy”). Minors should **ALWAYS** be supervised by an adult. Our housekeepers sanitize and replenish with fresh water and chemicals prior to Guest arrival; therefore, tub water 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. Always leave cover on tub when not in use; water will cool quickly if not. Jets must be turned off when hot tub is not in use. Temperature must be kept at the constant 100 degrees. **DAMAGE TO HOT TUB OR ANY HOT TUB COMPONENTS, EXCESSIVE FILTH OF HOT TUB WATER, OR GUEST LEAVING WATER LEVEL BELOW THE JETS** will be remedied through forfeiture of an appropriate portion or full security deposit.
- 9. Fireplace:** The fireplace is a vented propane gas log fired 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 unless home is inaccessible via local roadways or lack of power creates unsafe or unsanitary conditions. We do recommend four wheel drive if snow is in the forecast.

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

13. Two foldaway beds and needed linens are located in the lower level bedroom closet. These are for Guests weighing 200 pounds or less only.

14. 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.

15. 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.)

16. 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.

17. 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.

18. 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 in basement next to hot tub towel basket.

19. Firepit: It is imperative that Guest uses 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 deck, near the grill, 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.

20. All doors and windows must be closed and locked when not in home and at time of check-out.

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