

THE BLACK WALNUT COTTAGE

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 2 persons. Exceptions to this limit may be allowed, especially for small children, but only with written Homeowner approval. No group reservations will be accepted. 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 and no refund will be given for unused dates.

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. Late check-out penalties will be applied; see Welcome Packet for details. Please be courteous and check-out on time!

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 less than 29 days prior to the Check-in Date (less than 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).

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).

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 Agreement:

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 some simple housekeeping items prior to departing. To avoid a \$150 cleaning fee and possible loss of \$250 security deposit, Guest agrees to do the following before departing:

- Remove all sheets, pillowcases, soiled linens from the bed and place in laundry basket in bedroom. Place all dirty towels from the kitchen and bathroom in bathroom sink.
- Because there is no trash pick-up in this rural area, Guests are required to remove all trash from premises, including the backyard trash can. If Guest does not wish/does not have space to bring trash home with them, we have two trash disposal options: 1) The housekeeper can remove it for you (instructions are in the home and we request you leave a small tip for her). 2) Bring trash to the Luray Landfill at 806 US Hwy 340N, only a few miles away (warning: Landfill closed on Sundays). If they request an account number, please use ours to avoid being charged: Account #65.
- Grill must be wiped down thoroughly, on top of grates as well as under grates, after each use. **This is vital to deter raccoons, mice, opossum, snakes, and yes, even bears.** Supplies are located on top of washer/dryer. Guest will be charged a grill cleaning fee of \$50 if grill is left dirty.
- Leave no dishes in the dishwasher or sink nor perishable foods in the refrigerator.
- Home shall be left in "broom clean" condition, meaning it is 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.
- All doors and windows must be locked, and heat/AC must be left at the temperature indicated in the sign on wall near thermostat.

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. Guest hereby authorizes Homeowner to collect a cleaning fee (deducted from security deposit) if above tasks are not completed prior to vacating the property and to collect further fees against the security deposit for excessive filth or damage to the property. Guest further agrees to compensate Homeowner for any damage exceeding the security deposit.

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

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

8. Functionality of Systems: Guests are required to follow all instructions posted for use of the property systems and appliances. All appliances (large and small), plumbing and electric systems, televisions, Wi-Fi, 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 (Wi-Fi, tv, hot tub, most appliances). Guest is required to contact Homeowner immediately upon discovering a non-working system.

9. 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 always abide by the Rental Rules below and is responsible for ensuring that all members of the rental party do the same:

- a. **Smoking is NOT allowed** in the home or anywhere on the property.
- b. **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 will result in loss of security deposit and Guest will be required to leave property immediately, with no refund for unused dates.
- c. **No daytime or overnight guests** other than those in the Guest party established at the time of the reservation may be in or on the property without express written permission from the Homeowner. Guest will forfeit full security deposit if the number of guests in the property exceeds the number set by the reservation and will be asked to vacate the property immediately with no refund for remaining nights.
- d. **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. Guest expressly assumes the risk of any harm arising from their use of the premises or others included in the reservation.
- e. **Keep the property and all furnishings in good order.** Use appliances only for their intended use.
- f. **Parking:** Parking is limited to 2 vehicles. Vehicles should park on gravel parking pad only. Parking on McCoy Lane or on the grass is not permitted. Any illegally parked cars may be subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
- g. **Fireplace:** The fireplace is an electric fireplace. Please do not throw any paper or other combustible materials in the fireplace. ALWAYS turn off the fireplace when not in the room or not in the home.
- h. **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 highly effective; however, it WILL CLOG if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products or personal wipes should not be flushed at any time. Guest will be responsible for all fees associated with clogs or any damage to the system. In the kitchen, there is no garbage disposal (septic systems operate best without disposals). DO NOT allow food particles, coffee grounds, 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.
- i. **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 recommend four-wheel drive if snow is in the forecast. If Guest is in the home and a snowstorm arrives, the Host will make every effort to remove snow in a timely manner.
- j. **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.
- k. **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.

- l. 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.
- m. 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 will call the Guest prior to entering on the phone number supplied by the Guest at time of reservation.
- n. Close all 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 wood interior of home.
- o. Firepit:** It is imperative that Guest uses an abundance of common sense when burning a fire in the fire pit outdoors. **Do not ever produce a roaring fire with embers lifting into the air** as this could lead to embers landing on the deck or home and damage and/or disaster could follow. Children should be always watched to avoid such events and to avoid injury to them. A shovel is located on the rear patio (Black Walnut Cottage) and on the side of the home (Blue Birch Cottage). In case of emergency, this shovel can also be used to gather dirt/sand from the surrounding acreage to place on a fire.
- p.** 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, by agreeing to House Rules on Airbnb platform, or by confirmation through email.

Contact-Free Entry:

In advance of your stay, you will receive your own digital combination to the main entry keypad, removing the need for dirty keys & also allowing for a contact-free check-in (making late check-ins easier too!)

Covid-19 Cleaning & Disinfecting Practices are in place:

All properties are ventilated, disinfected, use of UV wand and/or disinfecting solution on all high-touch areas, all linens are thoroughly laundered, extensive top-to-bottom cleaning, hand soap/paper towels/cleaning solutions stocked in the property. See our Reviews on Airbnb, TripAdvisor, VRBO regarding top-notch cleanliness!

Social Distancing:

Welcome to the mountains, you can rest assured that social distancing is pretty much always a way of life out here in the Shenandoah Valley! We would ask all our guests to respect any social distancing or masking recommendations that are in place when visiting our local businesses and attractions.

Cancellations:

For Covid-19-related cancellations, we have added the following adjustments to our cancellation policy, with exceptions and flexibility within the policy. Bottom line is that we want to be fair to our guests and we want to be responsible citizens:

- If a guest makes a reservation while their state or our state (VA) is under a stay-at-home order, and that same order is still in place seven days prior to the reservation, the guest will be refunded for their stay if they request to cancel. That cancellation must be received within 7 days of the reservation date.
- If a guest makes a reservation and their state or our state (VA) is placed under a stay-at-home order after making the reservation, we will refund for that stay, but Guest must request to cancel within 24 hours of the announcement.
- If a guest cancels for any reason, regardless of how close to the arrival date, we will refund the guest if we can fill the dates with another guest (to the amount the new guest is paying)