

**Short term rent agreement,
The Retreat at Pipestem.**

This rental agreement (“Agreement”) is effective for the dates as mentioned in our correspondence either by mail, email or online booking information.

For any disagreement, the law of West Virginia will apply.

“Correspondence” as mentioned in below text, means all correspondence by email, mail, electronic bookings and other means mutually agreed upon.

It is subject to the following terms.

**Landlord David Jeffries and Celeste Staley
333 Doe Drive
Ruckersville VA 22968**

**The Retreat at Pipestem Loghomes
Retreat Loop
Pipestem WV 25979**

**The West Virginian
The Cardinal
The Black Bear**

**Guest Name As per correspondence, or as filled out below;
.....
.....**

**Address As per correspondence or as filled out below;
.....
.....
.....**

**Tel. Email As per correspondence or as filled out below
.....
.....**

Terms
The guest leases from the landlord, and the landlord leases to the guest the log cabin(s) named in the correspondence or as filled out below.
.....
.....
.....

situated on the properties known as The Retreat at Pipestem.

Start / end date, as per correspondence or as filled out below

Start date

End date

Check in time **4 pm or if otherwise agreed upon**

Check out time **10.30 am or if otherwise agreed upon**

Security Deposit.

The guest shall deposit with the landlord, a security deposit of \$150, payable not later than 30 days before rental period starts.

This Security deposit may be used by the landlord to repair damages to the premises occurred during the tenants occupancy. This deposit shall be refunded within 14 days, if not used for above purposes.

Rental Fee

The rental fee and related charges for the rental term are as per correspondence.

- Upon booking, 25% of the rental fee is due.
- Full payment due 3 weeks before the rental date.
- Cleaning fee
 - Black Bear \$125
 - West Virginian \$115
 - Cardinal \$105
- Security deposit \$150, due at time of full payment. This deposit is for security and shall be refunded within 14 days of the Checkout Date provided no deductions are made due to:
 - i. damage to the property or furnishings;
 - ii. dirt or other mess requiring excessive cleaning; or
 - iii. any other cost incurred by Homeowner due to Guest's stay.
- Pet fee if applicable.
- Fee for extra persons above the stated occupancy of the house.
- Taxes are included in price.

Cancellation

When the guest decides to cancel the contract, he or she shall be fully refunded any payments made if notice is given more than 30 days before the starting date of the rental period as mentioned in this contract. This minus an administration fee of \$50.

When cancelled between 30 and 14 days = 50% refund of the total rental fee.

Last minute cancellations = no refund.

We will however make every effort to rent the cabin again, and refund your deposit.

All cancellations are subject to a \$50 cancellation fee.

Guests responsibilities

- **The guest agrees that he or she may not occupy the Premises before 4pm on the beginning date and that he/she will vacate the Premises on or before 10.30 am on the ending date unless otherwise agreed upon. (Unless previously agreed)**
- **The guest shall be responsible for all damages to the premises during his or her occupancy. In such event, the landlord shall notify the guest of such damages and the cost of repair.**
- **Smoking is not allowed inside the log homes.**
- **The guest will not permit the premises to be occupied by more persons than the sleeping arrangements will allow. Eight persons for the Black Bear, West Virginian, Cardinal and Rhododendron and six persons for the Robin and the Whitetail.**
- **The guests responsibilities shall include the supervision of each occupant of the Premises during the rental period.**
- **The guest shall agree not to feed or disturb the wild life.**

Septic system

The houses are on a septic systems. This 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.

Pets

When bringing pets, the guests shall let the landlord know ahead of time. There is a separate pet agreement. The Black Bear is NOT pet friendly.

Trash

Trash can be a huge issue when not properly handled.

The garbage service will not pick up any trash which is loose in the bins. Everything needs to be plastic bagged.

At the end of your stay and during your stay, put the garbage in the plastic bags provided. Bring them to the green building at the entrance of the driveway and put it in the bins. Make sure the door of the building is closed again.

Indemnification.

The guest on behalf of himself/herself and all the occupants of the Premises during the term of their stay shall indemnify and hold harmless against all claims and damages of any kind of nature whatsoever, excepting the landlord's acts of gross negligence, the Owners of the Retreat at Pipestem This indemnification shall include not only the owners, but also the log homes and the entire properties.

All of the units are 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 to use the premise.

Insurance

We encourage all renters to purchase traveler insurance.

Smoke detectors

If for any reason the guest believes that the smoke detectors are not working properly, he/she should immediately notify the landlord

Legal age

The guest represents that he / she is more than 21 years old and that this entire agreement has been reviewed.

The Landlord

The landlord represents that she owns the premises or legally represents the owners and all its contents and that the guest may use and enjoy the Premises for the stated term, as long as he / she is not in default on this agreement.

Keys

The keys to the cabin will be issued through a real estate agent type lock box or by a keypad door handle.

The keys at the end of the rental period will be returned inside the same lock box. The code to the box will be given either by email or telephone, once the final payment has been received.

**David Jeffries and Celeste Staley
333 Doe Drive
Ruckersville VA 22968**

The Retreat at Pipestem, Pet policy

We do allow well mannered house broken pets in two of our three log homes.
Pets are **not** allowed in the Black Bear at the Retreat at Pipestem

Because of the Retreat at Pipestem is adjacent to
Pipe Stem State Park, we did adopt a policy towards pets, similar to that of the West
Virginia State Parks.

Please read the attached rules as you are expected to agree and adhere to them.

- Rental period as per email, mail, or telephone correspondence and as agreed upon.
- There is a maximum of two pets.
- Pets should be leashed when outside.
- Pets shall not be left un-attended unless securely crated.
- You are required to clean up after your pets. This includes the yard around the houses, the driveway, green areas and all other places where other people would possible walk.
- Pet food should not be left outside. This could attract the wildlife.
- Pets must be current on vaccinations and in good health.
- Guests bringing pets, must agree to pay extra charges relating to damage caused by their pets.
- Guests bringing pets must agree to indemnify The Retreat at Pipestem and hold its owners harmless for any damage their pets cause to third parties or the property of third parties. They also must agree that The Retreat at Pipestem and its owners have no liability related to the care and safety of their pets.
- Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
- Pets are not allowed on the furniture nor on the beds and inside the bedrooms.
- There is a minimum \$40 non refundable charge for pets or \$20 per day.
- Spilled pet food inside and outside the cabin must be cleaned up daily.
- Pets must be at least 1 year of age or older.
- Must be spayed or neutered.
- The Retreat at Pipestem is in a nature centric location and there is a high potential of pests, such as deer ticks, sand fleas and ailments (Lyme disease, anemia) that could threaten the well-being of your pet. We therefore highly recommend you treat your dog with a flea and tick control, like Frontline or Advantage, 3 days before arrival.
- Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit.
- Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.
- The Guest shall be solely responsible for the pet while on the property.

I agree with the above terms.

Name