

Sweetwater Vacation Properties

Terms and Conditions

In consideration of the moneys received and the mutual promises contained herein, Owner does hereby lease and rent to Tenant that certain property located at Sweetwater Cottage and RV Sites at #1-6 Lorelei Estates, Luray VA, ("Property") under the following terms and conditions.

1. **Payment:** Payments may be made by personal check. Renters may submit two checks; one for the rental payment and one for the Security Deposit.

Sweetwater Cottage and RV: Rent payment for Sweetwater Cottage and RV trailer shall be equal to the amount agreed to in the signed contract and payable to the owner as follows:

- (a) FOR A FULL WEEKS RENTAL: An advance rent payment equal to one-half of the *Rent Total Due shall be payable to the Owner within four (4) days from the date that the reservation is made. The TOTAL RENT BALANCE DUE is payable at least thirty (30) days prior to arrival.
- (b) FOR LESS THAN A FULL WEEKS RENTAL: The Total Rent Balance shall be due and payable in full with the submission of the signed contract.

For the RV Sites: The Total Rent Balance shall be due and payable in full with the submission of the signed contract within four (4) days of the request for reservation.

In the event that any checks do not clear Owner's bank account prior to the check-in date of this contract, Owner shall have the option of either terminating the rental agreement and returning any funds which the Owner previously received (minus penalties and fees), or rent the Property to Tenant, subject to the clearance of any Rent payments.

2. **All Contracts:** Owner shall not be obligated to lease the Property to Tenant unless Tenant has returned an executed Contract and made all Rent payments due under the terms of contract.

3. **All Cancellations:** All cancellations must be made in writing (email) and received prior to the check in date. A full refund will be given if cancellations are received at least thirty (30) days prior to the check-in date. Cancellations received less than thirty (30) days, but at least fifteen (15) days prior to the check-in date will receive a fifty percent (50%) refund, minus a Fifteen Dollar (\$15.00) processing fee. All payments are forfeited for cancellations made less than fifteen (15) days from the check-in date unless the Property is re-rented for the reserved dates. If the Property is re-rented for the entire reservation period, fifty percent (50%) of the fee will be returned. The Tenant is responsible for verifying that Owner has received the cancellation notice.

4. **Damages:** A security deposit of \$200 in a separate check for Sweetwater Cottage and/or RV is required with payment and will be shredded upon inspection and verification by owners that the property was returned in satisfactory condition. Damages to the Cottage, RV and/or RV sites by the tenant not covered by a security deposit during Tenant's occupancy are the Tenant's sole liability and must be reported to owner immediately and all costs of repair must be paid for by Tenant prior to Tenant's departure. If the cost of the damage is indeterminable at the time of Tenant's departure, Tenant shall remain responsible for such costs and Tenant hereby agrees to pay promptly when notified of the assessed amount. Tenant must leave the Property in the orderly condition as found. Owner shall have the right to

retain the security deposit and/or charge and collect additional fees from Tenant for cleaning, if required.

5. **Inspections, Repairs and Maintenance.** Inspections, repairs and maintenance to all Property, its fixtures and facilities may be made by the Owner or an agent representing the Owner during the rental period.

6. **Items Furnished.** Items have been provided to allow Tenant's minimal responsibility for normal household and RV site needs. Tenants must furnish all paper products, linens, towels, food items, and personal needs items. Bedding requirements for the cottage are as follows: queen size bed in main bedroom and two double bed futons in the living room area. Bedding requirements for the Sweetwater RV are one queen, one double, one twin bunk overhead and one single fold down sofa.

7. **Service Requests.** Appliance malfunctions and service request from Tenant will be responded to as soon as possible. No rebate or refund will be issued to Tenant for any reason. This no rebate/refund policy includes the loss of use of TV, VCR, internet or any other household equipment or appliance due to mechanical failure, power outage or any other cause.

8. **Pets.** A maximum of two (2) pets may be allowed with prior approval only. A fee of ten dollars (\$10.00) per pet per night for Sweetwater Cottage and RV and five dollars (\$5.00) per pet (\$25.00 per horse), per night for Sweetwater RV Site will be charged for each pet. Tenants are responsible for the health, safety, and actions of their pet and are responsible for picking-up after their own pet.

9. **Trash: All rental guests** have a choice. All renters can pay \$20 for additional trash service or they can deposit their trash upon their departure behind the Shenandoah River Outfitters Store at the top of the hill.

10. Special instructions to Sweetwater RVers

- **There is no bathhouse, toilets or facilities on the property, however, there will be a Port-a-Jon available during the high season.**
- Tenants and guest using the RV Sites must have, and be willing to use, their own RV with complete, self-contained sanitary facilities.
- There are full hook-ups for RV's consisting of water, sewer and 20/30/50 Amp service. Tenants must plan on being completely self-contained for all members and guests of the Tenant.
- Parking is limited to three (3) vehicles.

11. Warning!!! Sweetwater Vacation Property is located in a floodplain. Due to situations beyond our control, the Cottage and RVs may become islands on short notice!!!

12. Speed Limit is on Lorelei Lane is 5 MPH unless otherwise posted.

13. Use of unlicensed and uninsured personal motorized vehicles, including, but not limited to, motor bikes/cycles, 4 wheelers and ATVs at Sweetwater Vacation Properties and adjacent roadways is prohibited. However, there is a NPS Recreational Vehicle Use area near by. If you are interested, please ask for details.

14. Tenant shall not deface, cut, drive nails into, or attach objects to trees, bushes, or electric poles.

15. Campfires are allowed in designated areas only and must be monitored at all times.

16. Tenants are responsible for the actions and safety of all children, guests, and pets at all times.

17. The discharge of any liquids such as sink and shower wastes on the surface of the ground is prohibited by order of the Health Department.

18. Tenant and guests shall not cross any fence lines or property boundaries. The adjoining property is private.

19. This is the outdoors! Please be considerate of those wanting to enjoy the peace and quiet that nature has to offer. Loud Music is not permitted. If you want to listen to loud music, please stay at home or bring ear phones!!! Quiet hours are from 9:00 p.m. until 8:00 a.m. During quiet hours, only non-amplified, acoustic music (no radios, stereos, or electric guitars) is permitted.

20. Private Ownership. This Property is privately owned and managed. We reserve the right to refund deposits, refuse registration or discontinue occupation privileges if, in our judgment, your occupancy of the property is detrimental to the facilities, and/or surrounding resources or other guests.

21. Tenant Safety. Tenant is solely responsible for his/her safety and the safety of any of his/her guests or invitees and pets. By executing this Lease, Tenant acknowledges that outdoor and water activities and exposure to the natural elements can be dangerous and sometimes result in injury and even death.

22. Indemnification. Tenant acknowledges that he/she is over the age of 21 and assumes responsibility for the safety of any individuals in Tenant's charge who are under the age of 21. Tenant agrees to hold harmless and to indemnify Owner, and its members, directors and officers against all loss, damage, and expenses, including attorneys' fees, due to personal injury or property damage to Tenant, any minor child or children or pets in the charge of Tenant or any guests of Tenant, or any other person or property as a result of Tenant's lease of the Property and Tenant's use, operation or possession of equipment rented or loaned to Tenant by the owners. Equipment includes, but is not limited to: recreational equipment, tubes, canoes, tents, camping and water gear. Tenant further acknowledges that alcohol and/or drugs do not mix safely with any outdoor activity. Illegal use of controlled substances is not allowed.

23. Restrictions. By executing this Contract, the Tenant agrees to abide by all Terms and Conditions of owner pertaining to the Property. In the event Tenant violates the above, the owner shall have the right to terminate this lease. The tenant shall not be entitled to a refund of any rent or deposit paid hereunder.

Tenant acknowledges and accepts all terms set forth in this agreement.

Dated this ____ day of _____, 20 ____.

Tenant

Sweetwater Vacation Properties, LLC
a Virginia Limited Liability Company, Owner

By: _____
Jan Dertzbaugh (Owner)