

CABIN RENTAL AGREEMENT

Helms Mountain Hideaway

Stanley, VA
(540)860-1145

Guest Name _____

Address _____

City _____

State _____ Zip _____

Home phone _____ Mobile phone _____

Email Address _____

Property Name: Helms Mountain Hideaway

Rental Rate _____

Dates reserved (check-in) _____ (check-out) _____

Number of adults _____ Number of children _____

INITIAL HERE: _____ This agreement constitutes a contract between the cabin guest(s) and Helms Mountain Hideaway. Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies provided within and agrees with all statements included herein.

1) **PROPERTY DAMAGE:** Cabin guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can reasonably be attributed to the rental party's negligence or abuse.

2) **SECURITY/DAMAGE DEPOSIT:** A \$100.00 security deposit is required at time reservation is made for the dates requested. This deposit will be refunded within 7 days of your departure provided no damages occurred during your visit and no violations of policies were made.

3) **LOSS OF SECURITY DEPOSIT:** Cabin guest agrees to leave the property in the same general clean and undamaged condition it was when you arrived. Cabin guests are responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of the cabin guest(s) party to the property or its contents during cabin guest(s) occupancy. Any damages or violations may result in the loss of all, or part, of the \$100.00 security deposit and that we reserve the right to further bill him/her for additional cleaning or repairs.

- 4) **RULES AND REGULATIONS** - Guests agree to abide by all rules and regulations contained herein and in the property's information book and posted signs. Guest's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the premises. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest shall not use or permit on the premises any illegal controlled substances, firearms, or items hazardous to persons or property. Smoking is not allowed inside the property. Guest shall be quiet and peacefully enjoy the premises so as not to disturb neighbors. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
- 5) **GUEST COUNT:** Guest agrees that the premises shall be occupied by no more than the number of people paid for and stated herein. Maximum number of guests: 6 (six). Occupancy is limited to registered guests only. Absolutely no overnight guests are allowed. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental fees, and deposits. Please notify us at least 24 hours prior to arrival if your cabin guests count changes.
- 6) **CHECKS:** Payment must be received no later than 30 days prior to the stated arrival date. A \$35.00 service charge will be incurred for all returned checks.
- 7) **CHECK-IN/CHECK-OUT TIME:** Guest acknowledges and understands that check-in time is no earlier than 3:00 PM. You are welcome to check with us the night before to see if arriving any earlier on the arrival date is possible. Check-out time is no later than 12:00pm on the date stated in the rental period above. Housekeeping needs adequate time to prepare the property for the next guest. Guests not leaving by stated check-out time, without permission, will be assessed a rate of \$50.00 per hour.
- 8) **NO FIREARMS – NO FIREWORKS – NO ATVs:** The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb and/or offend area neighbors or residents. We reserve the right to terminate this agreement and request loud or unruly guests to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees.
- 9) **EARLY DEPARTURE/LATE ARRIVAL POLICY:** No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.
- 10) **HOT TUBS** - If a hot tub is provided at the Rental Property, it will be prepared and tested for proper and safe chemical levels prior to occupancy. Guest agrees to abide by the hot tub rules posted near the hot tub. Misuse of hot tub by the addition of foreign substances into the tub, i.e. alcohol, grass, mud, soap, shampoo, oils, glass or metal will result in a \$100 draining and cleaning fee. Children must be supervised at all times. Use of the hot tub is at Guest's own risk. Violation of these provisions and the rules posted near the hot tub shall be grounds for expedited eviction and guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement.

11) **NO PETS:** If a pet belonging to any member of the rental party, or guest of the rental party, is found to be in or on the premises, cabin guest will be removed from the property and agrees that the full rental fee and \$1000.00 deposit will be forfeited and acknowledges that any damage done by said pet shall be his/her financial responsibility.

12) **NO SMOKING:** This is a non-smoking cabin. If it is found that any member of the rental party, or guest of the rental party, has smoked inside the cabin, your \$100.00 security deposit will be forfeited. The entire cabin is designated as a No Smoking Area.

13) **WILDLIFE:** The cabin is located in the Blue Ridge Mountain. As such, you are likely to encounter wildlife (deer, bears, raccoons, snakes and bugs of various types, including wasps and/or hornets, etc...). Helms Mountain Hideaway, nor its owners, will accept responsibility for any injury caused by said wildlife.

14) **HOLD HARMLESS:** Cabin guest acknowledges and understands that each and every guest, or guardian, is solely responsible for any accident or injury to any person while in-residence, and that the Owner accepts NO legal or financial responsibility. Cabin guests, and guardians, assume all risk of injury or other loss resulting from any recreational activity and will hold the Owner harmless with respect thereto. Cabin guest(s) hereby agrees to indemnify and hold cabin referred to as Helms Mountain Hideaway and/or the property owners (James and Darlene Hilliard) or its property management harmless from any and all claims, including those of third parties, arising out of or in any way a result of the cabin guests use of the premises or items therein.

15) **LOSS OF PERSONAL ITEMS:** Cabin guest acknowledges and understands that each guest, or guardian, is solely responsible for any loss by any person while in residence including the loss of money, jewelry or any other personal item. We will do our very best to return any lost or forgotten items, at guest(s) expense. Items not claimed within seven days of departure will be disposed of at the discretion of Helms Mountain Hideaway.

16) Owners will not be held responsible for the failing of any other company service due to said company's error or service interruption. (i.e. electricity, satellite, water, gas, etc..) However, we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time possible.

17) **HOME FURNISHINGS, EQUIPMENT, ETC.** – Moving of any furniture or décor is not allowed. Furniture, bedding, linens, towels, utensils, or any other property belonging to the owner will not be removed from the premises for ANY reason.

Please do not bring any inside furniture or chairs outside or on the porches. Loss of these items, as well as damage to any property or furnishings in excess of normal wear and tear will be charged to you, the guest(s).

18) **KEYS:** All keys must be returned to the lock box upon your final departure. Please be sure that all doors are locked. Cabin guest(s) are responsible for cost of re-keying if locksmith is required to come out due to lost or non-returned keys.

19) **INABILITY TO TRAVEL** - Guest is not entitled to any claim against Helms Mountain Hideaway arising out of Guest's inability to complete his/her travel plans for any reason outside of the control of Helms Mountain Hideaway. Travel insurance is recommended.

20) **CANCELLATION POLICY:** Cancellations made 30 days or more prior to arrival date will result in a full refund of the rental deposit. Cancellations made 7 days to 30 days before arrival date will result in only a 50% refund. Cancellations made less than 7 days prior to the planned arrival date will result in a charge of the FULL rental charge (NO Refund).

21) **BREACH OF TERMS** – Helms Mountain Hideaway may terminate this Agreement upon the breach of any of the terms hereof by Guest. In such case Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

This Agreement shall be enforced under the laws of the State of Virginia, including the VIRGINIA VACATION RENTAL ACT, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the County within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

THIS AGREEMENT MUST BE SIGNED AND RETURNED ALONG WITH THE FIRST PAYMENT TO COMPLETE THE RESERVATION.

Guest understands and agrees that advance rental payments paid by Guest will be disbursed shortly after its receipt and guest does hereby expressly agree and consent to disbursement of the advance rental payment.

By Signing Below, I agree to all terms and conditions of this four-page agreement.

Guest Sign _____

Date _____