

Between The New River Retreat, LLC as Lessor and

(Guest) _____

(Guest Address) _____

(City) _____ (State) _____ (Zip Code) _____ (Phone #)

Cabin Name _____ Total # of people to be staying on premises:

The term of this rental agreement shall be:

Arrival Date ____/____/____ Departure Date of ____/____/____,

Are you bringing pet(s)? ____ Yes ____ No If yes, please review the Pet Section below.

CHECK-IN TIME IS 4:00 P.M. CHECK-OUT TIME IS 10:00 A.M.

SECURITY DEPOSIT PROTECTION PLAN

Guest(s) are required to secure property with a Security Deposit Protection plan (cost of \$34) that covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out or a \$3,000 deposit. The Security Deposit protection policy will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 under the security deposit protection (or \$3,000 for security deposit) will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage are contained in the Certificate of Insurance or Insurance Policy. The Security Deposit Protection must be purchased at time of on-line reservation. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly New River Retreat any amount payable under the terms and conditions of the Security Deposit Damage Protection.

VACATION RENTAL INSURANCE

We recommend that you purchase CSA Vacation Rental Insurance with your reservation. If you choose to purchase it, the price will be a part of your initial deposit payment. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. However, if you do not wish to purchase travel insurance, please sign below. By signing below, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance.

_____ Guest Signature

PAYMENT/CANCELLATION POLICY

-Reservations are secured by 25% deposit of the rental cost, taxes and fees (if reservation is made less than 30 days prior to arrival, full payment is due)

-Deposit and final payment are non-refundable (if travel insurance is purchased, certain circumstances may allow for a refund)

-Reservation may be rescheduled (processing fee applies) if notified at least 30 days prior to arrival date (if reservation is made less than 30 days prior to reservation, there can be no reschedule and no refund)

-Rescheduled arrival date must be within six months of original arrival date

-If cancellation is less than 30 days from reservation date, there can be no reschedule.

-If you are unable to reschedule your reservation, Security Deposit Protection Insurance, Cleaning Fee, and Pet Fees will be refunded if reservation has been paid in full (these fees are not paid with initial deposit) if written cancellation has been received.

-We strongly encourage the purchase of CSA Travel Insurance due to unexpected, applicable circumstances that could cause you to cancel your reservation. You may apply for reimbursement of lost rental funds if Vacation Rental Insurance was purchased. Please visit our CSA Travel Insurance section on our website www.newriverretreat.com or contact our offices for more information on CSA Travel insurance.

-Payments by prepaid credit cards are not accepted. Credit cards must be issued to the individual paying for the reservation.

-Payment for reservations may require that Guest provide driver's license for identification purposes. Copy of license will be held on file.

-Your signature below gives New River Retreat approval to charge your credit card on file for the balance of the reservation rental fee 30 days prior to your arrival

RETURNED CHECKS

A \$25 service charge will be incurred for any returned check.

ALL CANCELLATIONS MUST BE IN WRITING - MAIL OR E-MAIL TO:

NEW RIVER RETREAT, LLC guestservices@NewRiverRetreat.com

P.O. Box 407

Draper, VA 24324

RESERVATION CHANGES

Changes to your reservation are allowed at \$50 each time you change since frequent changes are time consuming and costly. (This charge will not apply if adding days to your stay.) No changes are allowed less than 30 days prior to the start date of the reservation.

PETS

We do have cabins that are pet-friendly!

Guest agrees to pay \$20 plus tax per pet per night.

Pet will not damage premises. If by chance damages are caused, the cost of the damage may be charged to the owner if not covered by security deposit waiver.

Pet will not annoy, endanger or inconvenience other guests.

Pet will not be left unattended inside cabin without being crated. If you do not want the inconvenience of bringing a pet crate, New River Retreat will provide a crate at no additional charge.

Pet will not be allowed on bedding or furniture. Indication of such (pet hair, etc.) may result in charges to your credit card for additional clean-up (laundry and/or upholstery cleaning).

If evidence is found of a pet without the guest notifying New River Retreat, the credit card on file will be charged:

A minimum of \$200 in non-pet friendly properties with the amount not exceeding what the pet charge would be per night (\$20/day/pet plus tax).

In pet friendly properties, guest will be charged the pet fee amount (\$20/day/pet plus tax).

LOSSES AND DAMAGES

Any and all damages to the home or negligence resulting in damage to the home or contents will result in costs to repair being deducted from the security deposit, charged to credit card on file, or billed to guests if said damage or loss of contents is greater than security deposit unless Security Deposit Protection Insurance is purchased. Guest(s) shall be solely responsible for any property damage, accident/injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided by New River Retreat at Guest(s) request. Guest(s) shall inspect and be familiar with property use and application such prior to using them. Guest(s) hereby agrees to INDEMNIFY and hold New River Retreat, LLC harmless of any and all claims including those of third parties, arising out of, or in any way related to Guest(s) use of premises or the items of personal property therein. Guest(s) assumes the risk of injury or other losses relating to any recreational activities or services ordered through the New River Retreat for guest use and will hold OWNER and its Agents harmless with respect there to. Owner and Agent are not responsible for articles left on premises. There will be a \$15 charge in addition to shipping charges for handling the return of any articles found by housekeeping.

NOISE ORDINANCE

Guest(s) will comply with local noise ordinance in effect between 10:00PM – 7:00AM:

- (1) Sounding the horn or warning device of a vehicle, except when necessary as a warning during the operation of the vehicle.
- (2) Operating or permitting the use or operation of any radio receiving set, musical instrument, television, phonograph, computer, compact disc players, tape recorders, cassette player, or any other device for the production of sound, between the hours of 10:00 p.m. and 7:00 a.m. the following day, at a volume sufficient to be plainly audible across property boundaries or through partitions common to two (2) residences within a building or plainly audible at fifty (50) feet from such device.
- (3) Using tuning or operating any motor vehicle without factory installed mufflers or their equivalent, on any public street, road or walkway in the county or on private property within a residential zoning district. (This includes motor boats.)
- (4) Using a radio receiving set, an audio cassette player, a compact disc player, or other device for the production of sound in a motor vehicle at a volume sufficient to be plainly audible at fifty (50) feet from such vehicle.

If any report is made to New River Retreat, New River Retreat retains the right to immediately terminate the rental without refund and/or reschedule. It is important to New River Retreat that neighboring properties are respected and a peaceful environment is maintained.

TRESPASSING

Trespassing on any of the neighboring properties of any New River Retreat rental is PROHIBITED not only by New River Retreat but also local law. This includes but is not limited to neighboring yards, structures, and docks. Rental guests also agree not to be within 10 feet of the shoreline of neighboring properties while at waterfront properties. Trespassing also applies to pets. Neighbors reserve the right to contact local authorities if this agreement is violated. If any report is made to New River Retreat regarding the trespassing of any guest onto neighboring properties, New River Retreat retains the right to immediately terminate the rental without refund and/or reschedule.

SMOKING

NO SMOKING is permitted inside cabins. Evidence of smoking may result in additional charges to card on file.

MALFUNCTIONS

We do not guarantee that utilities, appliances or amenities will not fail; but we do guarantee that repairs will be made as soon as possible. In the event repairs cannot be made in a timely manner, we reserve the right to move the guest(s) to another available cabin. No refunds or other compensation will be given due to any failures or malfunctions. Internet access is an amenity provided by outside services, and not within New River Retreats control. Guests understand and agree that there are circumstances beyond the control of New River Retreat when there is a malfunction and that no recourse or action can be brought against New River Retreat for these circumstances which include but are not limited to: an in-cabin amenity malfunction, malfunction of plumbing or electrical (power

outage), neighboring construction activity, failure of public utilities, amenities withdrawn by an owner/HOA or other situations over which New River Retreat has no control.

If the property booked by the guest cannot be accessed due to snow, ice, or other acts of God, New River Retreat will not be held responsible and no refunds will be given due to these issues. These are acts of God over which New River Retreat has no control, and is why we at New River Retreat strongly encourage each guest to purchase travel insurance for reimbursement related to travel problems. During the winter season the guest should consider using a 4-wheel drive vehicle or chains depending on the location of the property they have selected to rent. New River Retreat will attempt to locate the guest in an alternate property until the roads make the original booked property accessible, at which time the guest must relocate to the original booked property. There will be a cleaning fee assessed to the guest for the occupancy of the alternate cabin during the time period the guest cannot reach the original booked property. New River Retreat will not reimburse for travel expenses related to acts of God.

CHECK-OUT PROCEDURE

Guest(s) shall leave premises in neat and undamaged condition. All dishes must be washed and put away. All food must be removed from refrigerator and cabinets. All trash removed and placed outside of unit for later pickup. Furniture must be placed in its original location. Doors/windows locked. Failure to check out by 10:00 may result in a late check-out fee.

KEYS

The lock box key must be returned to the lock box. Leave guest key found inside on hook by main cabin door or with the information book at the time of check-out. If cabin must be re-keyed in the event that keys are lost, misplaced, or non-returned then Guest(s) will be responsible for cost incurred.

NO EXTRA GUESTS/NO HOUSE PARTIES

Rental Guest understands that we will accept families, couples and responsible adults over the age of 25 ONLY. Guest(s) agree that the premises shall not be occupied by more than the number of people stated on the reservation or an event fee may apply. If there is evidence of a house party, or if local law enforcement must be called, New River Retreat retains the right to immediately terminate reservation and evict Guest(s) without refund and/or reschedule, and charge the credit card on file up to \$1500. Occupancy is defined as guests staying at property past 12:00 midnight. Occupancy in use of premises shall not be such as to disturb or offend neighbors. The use of firearms and fireworks is strictly prohibited.

HOT TUBS

Hot tubs will be inspected after each rental. If any items such as soaps, bath products, food, alcohol, etc. are found in the tub, the Guest will be charged a cleaning fee of \$75.00. Guest agrees to follow the hot tub usage instructions posted at the hot tub. Guest(s) authorize New River Retreat to charge the credit card on file for the above charge. Guest is not to drain hot tub.

PROOF OF IDENTIFICATION

You may be required to show your driver's license and credit card as proof of identification. A copy of your license will be made and held in your reservation file.

VIOLATING AGREEMENT

If guest(s) violates any of the conditions of this Agreement, Agent may terminate this Agreement and enter Premises. Upon notice of termination of this Agreement, Guest shall vacate the Premises immediately. By signing this, I have read and fully agree to all the above policies.

DISCLOSURE OF BROKERAGE RELATIONSHIP FOR UNREPRESENTED PARTY(IES)

Real estate licensees in Virginia are required by law to make written disclosure of any brokerage relationship to members of the public who are represented. New River Retreat LLC represents the landlord via a written agreement and hereby discloses that representation. The undersigned party (ies) hereby acknowledge disclosure that New River Retreat and Julia A. Kriss as the Broker associated with New River Retreat represent only the Landlord(s) in the leasing of the property named above.

_____ (Guest Signature) ____/____/____
_____(Date)