

RESERVATION CONFIRMATION/VACATION RENTAL AGREEMENT

RENTAL POLICIES

CONFIRMATION: Your reservation will be considered confirmed once the required reservation deposit has been paid. Once paid, you have agreed to abide by all policies and agreements. Canaan Realty policies, and all posted terms and conditions by individual Homeowners and Canaan Realty.

MINIMUM AGE: You must be at least 25 years of age or older to reserve, and gain entry to the Rental Property. The signatory must be staying at the rental property for the entire duration of the rental time. Upon payment of the deposit and signing of any document with Canaan Realty, you are attesting to be at least 25 years of age or older, the responsible rental party, and informer of all members of your party of the rental policies and procedures contained herein.

CARD ON FILE: A credit/debit card must be on file with Canaan Realty upon making your reservation. Canaan Realty reserves the right to automatically charge the credit/debit card on file for any additional charges or fees due to violations of our rental policies and procedures, damage affected during your stay, or any delinquent or unpaid balances to Canaan Realty.

NO SMOKING POLICY: All properties are NON-SMOKING homes. Smoking inside of a property will result in an immediate charge of up to \$350.00 to your card on file. Smokers should plan to smoke outside and are expected to clean up after themselves. Please do not leave butts behind on any property.

KEYS AND CODES: Keys and Codes will not be released without completed processing/payment. Please note that keys not returned to the office upon your departure will result in a \$25.00 fee, which will automatically be charged to your card on file. Guests with homes having codes are asked to phone-notify upon check out.

RESERVATIONS AND PAYMENTS: All reservations are subject to an administrative fee, cleaning fee, damage insurance fee and 6% West Virginia sales tax and 6% Tucker County lodging tax. Rental fees posted on our website DO NOT include taxes and fees. Please confirm your total amount with our reservation staff. **HOLIDAYS:** Holiday rates apply to Christmas week, New Years, Martin Luther King Weekend and President's Day Weekend.

PAYMENTS: More than 30 days prior to arrival: Initial payment of fifty percent (50%) of the total amount is due at the time the reservation is made. The remaining balance is due 30 days prior to arrival. **This secondary payment will be done automatically with the card on file on the date of your secondary payment, unless you notify us by email/phone.** If you reserve a rental home less than 30 days prior to arrival, the total amount is due at the time the reservation is made.

Reservations can be paid by Certified/Personal Check, Money Order or major bank Credit/Debit Card. Checks will NOT be accepted within 14 days of arrival. When paying by check or money order, please include the reservation number and make payable to Canaan Realty. A \$30.00 fee will be assessed for all returned checks. No reservation will be held without the receipt of the total required payment amount.

CANCELLATIONS: Guests who cancel a reservation more than thirty (30) days prior to arrival will be issued a refund for the amount paid **(less the \$75.00 admin fee)**. If you must cancel thirty (30) days or less prior to arrival, it results in forfeiture of all paid rental fees. We encourage you to purchase travel insurance. A traveler will not get a refund if they cancel their booking at any time it is accepted.

TRAVEL INSURANCE: Travel Insurance is offered by Canaan Realty through Travel Guard Insurance (AIG). This is your best option to protect yourself due to unexpected cancellations. This can be purchased on our website. For detailed answers about Travel Guard Insurance, phone 1-877-249-5376.

CHECK-IN PROCEDURES: Check-In occurs at the Canaan Realty office located at 25 Mirror Lake Drive, directly off Route 32/Appalachian Highway. Check in is at **4:00PM** however this is not guaranteed. We will do our best to have the home ready, however due to COVID, and extensive cleaning; some homes may require a later check in time. Please be patient as we prepare your home. No refunds will be given for delayed check-in. We will do our very best to check in all guests early if possible. Check in is currently done through social distancing by picking up your packet in the Drop Box located to the right of the office entry door. Our office is closed for entry. If you have questions, feel free to knock or phone our office and we will be happy to assist you in any way we can when possible.

Note: During our high season, there are times when House-Keeping teams may be moving quickly in order to get all guests in their homes by 4PM. House Keeping teams may leave clean dishes in the dishwasher or a last load of clean towels in the dryer. Every attempt will be made to return and put away these items. Please know they are clean and ready to use, but in effort to assist guests in entering homes earlier, the HK Team may not be permitted to re-enter your home once check in has taken place. There will be no refunds for these situations.

LATE ARRIVALS: Guests arriving after 5:00pm will be considered a Late Arrival. Late Arrivals must be fully paid. There is a late arrival box to the right of our front door. You will find an envelope packet with your name imprinted on it, a map and key to your rental property. The late arrivals box is lit and monitored for safety.

COVID/PANDEMIC: Our Cleaning Teams are disinfecting & cleaning all homes detailing surfaces, door-knobs, and handles, continuing to work at their own personal risk for your comfort and their own survival during these difficult times. Cleaning is done based upon our governor's recommendations and CDC Guidelines. We advise all

guests to bring their own cleaning supplies to maintain their own personal comfort level. Our Maintenance Team empty hot tubs, disinfect, and fill fresh after every guest so please be aware that hot tubs may take time to heat up. Canaan Valley is a very remote location, with vast social distancing opportunities such as hiking & biking. Masks are worn in public, restaurants are primarily take-out, but several have opened with 50% occupancy seating. Our office is closed and locked for social distancing purposes, but we are available with a knock or phone call. Our area is known for its remoteness, ability to escape into the great outdoors, and it is easy to social distance.

OCCUPANCY: Our vacation rental properties are privately owned. Occupancy is limited to family-oriented groups only. College Sororities, fraternities, non-chaperoned groups are strictly forbidden. Guests making reservations under false pretenses risk eviction and loss of all fees. Homeowners set the occupancy limit for their property. The maximum occupancy limit for each property must be observed. Any party exceeding this number will be evicted immediately with loss of all fees paid.

WINTER DRIVING: Canaan Realty does not provide any guarantee for weather, road, or ski conditions; therefore, no refunds will be given for bad roads or poor ski conditions. Roads and driveways are routinely plowed, but always come to the mountains prepared for winter conditions and mountain terrain. A 4-wheel drive or all-wheel drive vehicle with winter tires and even tire chains are recommended for winter travel at times. Always check you weather forecast before driving to/from the mountains.

CHECK-OUT PROCEDURES: Check-Out time is 10am

- Guests are required to return all keys to the Canaan Realty office or drop box upon departing the rental property. A \$25 fee will be automatically charged to the card on file for any key that is not returned upon Check-Out.
- **Please note that the rental fee you pay includes a “basic” standard cleaning. Please follow the list below to avoid additional cleaning charges:**
- **Dispose of All Trash.** Since Canaan Valley is surrounded by wildlife refuge, there are strict regulations about trash disposal. Your trash must be bagged and taken to the location noted in your packet. Gated Old Timberline, North Point, and Black Bear have their individual disposal sites. Deerfield Village has trash pickup. All other rental homes please bring your bagged trash to the Canaan Realty office building. Across the parking lot from the office building you will find a wooden shed that serves as our trash drop off. Failure to follow the trash disposal instructions will result in an *additional fee of \$35.00. For up to 5 bags and \$5.00 per bag after 5 bags.* Leaving trash inside rental home results in additional fee to card on file. All renter packets have trash disposal instructions enclosed.
- Make sure to remove all items from the refrigerator.

- Load and start the dishwasher; the dishwasher may be left running upon departure.
- Wash and dry used towels. The dryer may be left running with the last load upon departure.
- Strip all used beds and place linens in the laundry area. **For your own safety, do not leave linens near baseboard heaters.** We are trying to minimize our staff handling of dirty linens.
- Please leave all furnishings as you found them.
- In cold weather, please turn the thermostats to 60°F and turn off in summer.
- If fire is completely extinguished, please close fireplace flue.
- If you used the grill, please be sure to clean it for the next guests.
- If excessive cleaning is required after departure, an additional fee will be charged to card on file.

FINAL WALK-THROUGH: Please do a final walk through to check that all doors and windows are closed, locked, all lights have been turned off, and that you have not left any personal items behind.

RIGHT TO INSPECT/ENTER PREMISES: Canaan Realty or their legal representatives have the right to enter and inspect the property during your occupancy and conduct repairs to its fixtures, appliances, furnishings, and facilities. Canaan Realty is a vacation rental agency and can only assume that responsibility relating to providing you with lodging in a vacation rental property.

FORCE MAJEURE: In no event shall Canaan Realty be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear, natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or internet services; it being understood that Canaan Realty shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.

AIR CONDITIONING: Air Conditioning is normally not needed in our mountain climate so most of our rental properties do not have A/C. If it is provided, it will be listed in the description of the property as an amenity.

LOST & FOUND: Canaan Realty is not responsible for personal items lost/left at the rental property. Found items will be returned only by request. Costs of shipping will be incurred by the guest. Items not claimed after 30 days will be donated to a local charity.

WIFI/INTERNET: All homes have Internet and WIFI. Canaan Realty is not responsible for WIFI Internet outages, disruptions or lack of service. No refunds will be provided for situations causing lack of service.

DAMAGE TO RENTAL PROPERTY: Each property is inspected by our staff prior to your arrival and after your departure. In the event you find any damages upon your arrival, please immediately note them, or call our office to report them. Intentional damages, lost keys, trash left at property, additional cleaning to the unit/hot tub, is the responsibility of the Signatory and will be subject to automatic charges to the card on file. Charges will depend upon the circumstance. You will be notified if any problems/reasons are found by our staff and which result in additional charges. Damages caused with intent or irresponsible behavior which is not covered will be pursued in a civil court of law.

Fire Pits: To protect the homes in our area and our lush forests, please do NOT build fires on properties without an authorized fire pit. It is prohibited to build fires in lawns, driveways and especially on decks and inside grills. Homes that allow outdoor fire pits will have this clearly marked in your description. Many of our communities DO NOT ALLOW fires within their communities to protect the homes.

Fireworks are prohibited at all our rental homes and communities.

Please note that violating these rules could cost you thousands if a fire were to get out of hand. Fines incurred by the owner will be applied to your credit card on file!

Please be respectful and do your part to protect our forests and homes!

ACCIDENTAL DAMAGE WAIVER FEE: A \$50.00 Nonrefundable Fee is charged to each guest to cover up to \$1500 in ACCIDENTAL DAMAGES. This fee is taken in lieu of larger refundable security deposits and is NON-refundable. This fee offers our guest, as well as the owner of the home, protection against accidental damages, up to \$1500. A refundable cash security deposit cannot be accepted in lieu of this fee, as this protection plan is designed to simplify the claim process. The Damage Waiver Fee plan is designed to cover unintentional damages to the rental unit interior that occurs during your stay. The policy will pay a maximum benefit of \$1500.00. Any damages that exceed \$1500.00 will be charged to the guest directly. If, during the stay in the property the lessee or those sharing the accommodation with lessee cause any damage to real or personal property as a result of inadvertent acts or omissions, the Damage Waiver Fee, will reimburse Canaan Realty for the cost of repair or replacement of such property up to a maximum benefit of \$1500.00. To ensure that you are not charged for any damages, you are responsible for reporting any accidental damages to Canaan Realty. Canaan Realty practices the right to pursue damages in a civil court of law. Coverage under this plan is not provided for loss or damages due to:

- a) Intentional acts or gross negligence
- b) Normal wear and tear of the real or personal property assigned to the Accommodation
- c) Any damage that occurs if you are in violation of the lease agreement

d) Loss, theft, or damage to any personal effects owned by you or brought on the covered Trip by you

e) Loss, theft, or damage caused by any person other than you or your traveling companions with _____ whom you share the Accommodation/Reservation.

PETS: Pet Friendly = DOGS ONLY. Dogs are allowed only in properties designated as Pet Friendly. We allow only house broken dogs – No cats or other animals are allowed. Guests found with pets in properties that are not designated Pet Friendly, or found having pets other than dogs will be evicted immediately with loss of all rental monies with added charge for Extra-Clean in the amount of \$350.00 for ozone sterilization. An additional non-refundable pet fee in the amount of \$70.00 per dog for the entire stay will be charged. Guests with dogs are asked to please respect the comfort and safety of other guests, both during and after your stay. For this reason, we ask that you follow these guidelines during your time with us.

- Clean up after your dog, both in public areas and in the yard of your rental property.
- Do not allow your dog to bark excessively or to roam onto neighboring properties.
- Complaints may lead to eviction without refund. This will be at the sole discretion of Canaan Realty.
- Groom your dog prior to their stay in the rental unit particularly if it is a breed prone to shedding. Pet hair can be difficult to remove, and the next renter in your property may not have a pet. Extra cleaning fees will be charged for furniture, blankets, comforters, etc. that have pet hair left behind.
- Do not allow dogs on furniture or beds. It is also helpful to bring something (bed, blanket, etc.) on which you know your pet will be comfortable sleeping. Please, bring any kennel or special bedding your pet may enjoy with this in mind. Extra cleaning fees will be charged for furniture, blankets, comforters, etc. that have pet hair left behind. This may include professional steam cleaning; usually resulting in charges above \$200.
- Don't leave your dog unattended for long periods of time. A crate is ideal for those situations in which you must leave.
- You are responsible for any damages your pet causes.

- **Do not allow dogs in swimming pools or hot tubs or bathe your dog in the rental unit bathroom.**

RENTAL PROPERTIES REMOVED FROM RENTAL MARKET: From time to time rental properties are sold or become no longer available on our rental market. We will make every effort to relocate you to a comparable property. This is beyond the control of Canaan Realty and as such, Canaan Realty does not assume any liability associated with your relocation to another rental property. We will make every effort to contact you as soon as possible to notify you about any changes.

WOOD BURNING FIREPLACES: Wood burning fireplaces require careful attention. Please DO NOT build large fires, make sure glass doors are open to avoid breaking, and be sure screens are closed to prevent flying embers. Open the damper or flue when using fireplace. Close the flue when not in use or before departing.

The fire MUST be completely out before you depart. Failure to do so can result in extra charges.

GAS FIREPLACES: Read and carefully follow the instructions provided for each gas fireplace. Fireplaces may be hard to light if instructions are not followed properly. Do NOT burn wood or anything else in gas fireplaces! DO NOT rearrange or remove the gas logs under any circumstances.

CANAAN VALLEY FLIES ANOMOLY: Please be aware that cluster flies, aka *Pollenia rudis*, occurs in Canaan Valley. Your rental home can be perfectly clean and in the next few minutes experience this phenomenon. The flies are looking for a warm, dark spot, for suspended animation until next spring. They come through cracks, door jams, & windows. We prepare your home and make sure they are free and clear of flies, but in times of weather changes, *Pollenia rudis* can occur within minutes. We are sorry for any inconvenience this creates. No refunds will be given for this occasional occurrence.

EQUIPMENT: All rental properties are equipped for basic needs.

- Rental properties are fully equipped with glassware, dishes, coffee maker, toasters, pots/pans, utensils, dishwashers, microwaves, and laundry machines.
- There is a start-up supply of toilet tissue, hand soap, dish liquid, paper towels, laundry soap and trash bags; these items are not intended to last your entire stay. **Please be prepared to bring these items.**

- Linens are provided at no extra charge. Linens include sheets and pillowcases for all beds, towels, wash cloths and dish cloth/towels. These linens will be in your rental property upon arrival.
- Firewood is **NOT** provided in our rental properties. You can purchase firewood at our office or at local area stores.
- Hot tub use is at the guests' own risk. Hot Tub standard cleaning is included. Excessive cleaning will result in extra charges. Pets, Food, Drink, or water-altering substances in Hot Tubs are prohibited.

HOT TUBS IN HOMES: If your home is equipped with a hot tub amenity and it is not functioning or requires treatment at any time during your stay, call the office for assistance. Please refrain from pushing buttons on your hot tub control pad as this may lock up the system. We will do everything in our power to keep your hot tub running properly during a stay. Please bear in mind that during holiday time frames and high occupancy, response time may be delayed. Hot tubs are **NOT** considered emergency call-out situations. Hot tubs are available for use year-round. **Pets, Glass, Food and Drink are not permitted in hot tubs.** Hot tubs are cleaned & serviced prior to guest arrival and may require time to reach optimum heat. Please note that dirt, leaves, pine needles is part of the Mountain environment and will make its way into the hot tub as your stay progresses. This does not affect the hot tub's function or chemical levels. Many filters use sand as the filter medium so sand may be in your tub. When not in use, always keep the hot tub covered to help minimize cooling and keep out debris. **Never sit or stand on hot tub covers or allow children to jump on them while on or off the hot tub;** they will not support the weight and it is extremely unsafe! Damage incurred as a result of misuse/breakage/additional cleaning due to mis-use will be billed to the card on file. No refunds will be given for hot tub malfunctions/break downs.

MAINTENANCE REQUESTS: Every effort will be made to keep each property and its equipment in good working condition. Should a difficulty arise during your stay, we will make every effort to have the item repaired as quickly as possible. We ask for your patience and understanding in these circumstances; however, **no refunds will be issued for lack of equipment, mechanical equipment, or property failures.**

- Please check out the **Canaan Realty Guest Information Guide Book** for most Maintenance Issues.
- In the event you incur a maintenance issue outside normal business hours (9:00am-5:00pm), please call the office at (304) 866-4400 and follow the telephone instructions.
- Non-emergency calls will be addressed the following day.

- Emergency maintenance calls include: No heat, no electricity, no water, or water leaks
- If you are having a medical emergency, please call 9-1-1.

FURNISHINGS & AMENITIES: Each property is individually owned and reflects the taste and style of each owner. We make every effort to ensure that our descriptions, rates, and amenities are accurate. However, we cannot be held responsible for changes made by owners to furnishings, rates, and equipment or for printing/typing errors.

- Hot tubs, TVs, VCRs, DVDs, Grills, etc. are furnished as a courtesy by the owner and are not guaranteed. Our rental properties are well maintained and clean, but understand that these are unique and intricate properties, which just like your own, experience a wide variety of unexpected breakdowns. We want you to have a wonderful vacation and enjoy yourself, which is why we make every effort to remedy unpleasant situations and correct any problem you might experience in a timely manner. Our abilities may be limited due to our remote location.
- Those families renting more than one home, kindly be cautious to return items to the correct home. It is easy for house wares to be left in another home when sharing dinners.
- Please do not move the furniture. If the furniture has been moved upon your departure you will be charged a fee to have it move back.
- Please notify us promptly if you experience inoperative equipment or other problems.
- Please understand that emergencies take precedence. You can expect our courteous and professional staff to help remedy the situation; however, refunds will not be issued due to malfunctioning equipment or other guest dissatisfaction.
- Due to the remoteness of our location and inability to obtain replacement parts quickly; immediate servicing of malfunctioning equipment is not always possible.

LAKE PRIVILEGES AND USE OF COMMUNITY PROPERTY: All tenants of Canaan Realty have complimentary use of Mirror Lake, a five-acre swimming and fishing lake with a sandy beach area, dock, SUP boards, kayaks, canoes and paddleboat, life jackets, oars. The Lake is Swim at Your Own Risk!

- **NO PETS ARE ALLOWED** at Mirror Lake Public Area. Thank you for picking up your pet waste.
- **Use of Mirror Lake is only offered from 9am to 5pm daily**
- Life Jackets are required on the lake. Anyone under 18 must be accompanied/supervised by an adult.
- Guests staying in Old Timberline (Behind Guard House) also have use of the Spruce Island Lake, Sand Run Lake, Wood Pond and Trout Pond. Life jackets are required on ALL lakes. Mirror Lake Canoe paddles & life jackets are available in limited basis and only available at Mirror Lake; therefore, we suggest you bring your own.
- For fishing, you will need to bring your own poles, bait, etc. You are not required to have a WV Fishing License to fish in Mirror Lake, Spruce Island Lake, Wood Pond and Trout Pond.
- The private communities in which the rental properties are located may offer amenities and facilities for use by residents, and these amenities and facilities are owned, maintained, and controlled solely by the community association. Use of community property by our guests and any member or guest of our guests' party must conform to the rules of such community.

CUSTOMER SERVICE POLICY: We try our best to make your stay as enjoyable as possible. You can expect to be treated with respect and courtesy. We ask the same treatment in return. Canaan Realty reserves the right to refuse entry to any rental property or to evict from any rental property anyone who, in any way verbally or otherwise, abuses or harasses a Canaan Realty staff member. Anyone guilty of such violation will be evicted immediately by local law enforcement and will lose all rental monies.

Information contained herein is believed to be reliable but is not guaranteed. Rental offerings are made subject to errors, omission, price changes, prior sale/rental, or withdrawal without notice. Our rental policies, whether online or in print, are provided as an informational tool. Canaan Realty is not responsible for lost or stolen property or liable for accidents, illnesses or the treatment thereof directly or indirectly related to your occupancy of any of the rental properties managed by Canaan Realty. Canaan Realty reserves the right to refund deposit and all rental monies, to refuse rental or to discontinue occupancy if, in our staff member's opinion, the guest's behavior or actions are detrimental to the rental property or the guest or any member of the guest's party violates any rules and regulations set forth by Canaan Realty or any Home Owner's Association.

ACCEPTANCE UPON BOOKING: Booking your reservation verifies acceptance of all terms, conditions, policies, and procedures detailed herein, including the payment and rental terms found on the preceding pages. Acceptance of full financial responsibility for late departure, any loss of inventory, excessive property/hot tub

cleaning, damage or repairs due to abuse or neglect for the property occurring within the duration of your stay.

INDEMNIFICATION AND HOLD HARMLESS: Except as provided herein, GUEST agrees to fully indemnify and hold CANAAN REALTY and the HOMEOWNER harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorney fees) which may be asserted by any third party in any way related or incident to, arising out of, or in connection with (1) the GUEST'S or any guest, family member or friend of the GUEST'S negligent, intentional or wrongful performance or failure to perform under this Vacation Rental Agreement, (2) the GUEST'S or any guest, family member or friend of the GUEST'S use of the rental property, or (3) any negligent, intentional or wrongful act or omission committed by the GUEST or any guest, family member or friend of the GUEST'S as part of or during the vacation rental period. In addition, the GUEST agrees to fully indemnify and hold CANAAN REALTY and the HOMEOWNER harmless from and against any and all costs and expenses of every kind and character (including reasonable attorney fees, costs of court and expert fees) that are incurred by CANAAN REALTY or the HOMEOWNER arising out of or related to a third party claim of the type specified in the preceding sentence. Notwithstanding the preceding, such indemnification shall not apply in the event of the sole or gross negligence of CANAAN REALTY. The GUEST acknowledges and agrees that this indemnification shall apply to, but is not limited to, use of any fireplace, grill, fire pit, swimming pool, hot tub, jet tub, hiking trail, boat, canoe, raft, tubes or other recreational equipment of any kind or nature that is available at the rental property, use of any clubhouse, picnic area, tot lot/playground, park, open space, hiking trail, bike path, swimming pool, pond, lake, river/lake access, beach, dock, tennis court, basketball court, or any other amenity, facility, equipment or other community property of any kind or nature, personal injury, and negligence. It is understood and agreed that it is not the intent of the parties to expand or increase the liability of CANAAN REALTY and/or HOMEOWNER under this Article. This provision is intended to prevent the GUEST, CANAAN REALTY and the HOMEOWNER from attempting or appearing to assume liability it does not have the statutory or legal power to assume.

STATEMENT OF NONDISCRIMINATION: Canaan Realty conducts all its activities in connection with the sale or rental of real estate without respect to the race, color, religion, sex, national origin, handicap or familial status of the buyers, sellers, guests or any other party to any real estate transaction. Further, Realtors have an ethical duty to conduct such activities without respect to the sexual orientation of any party or prospective party to this agreement.