

## RENTAL POLICIES

PLEASE READ THE "RENTAL POLICIES" CAREFULLY. BY SIGNING YOUR CONFIRMATION PAGE AND RENTAL POLICIES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE INFORMATION PROVIDED WITHIN THE "RENTAL POLICIES" AND ALL POLICIES AND PROCEDURES.



- Your Confirmation Page and Rental Policy Agreement will be emailed to you. Please study the information carefully for accuracy. Your reservation will be considered confirmed once the required deposit and signed documentations are received.
- **You must be at least 24 years of age or older to reserve, sign any documentation and gain entry to the Rental Property.** The signatory must be staying at the rented Property for the entire duration of the rental time. Upon payment of the deposit and signing any document with us, you are attesting to be at least 24 years of age or older, the responsible rental party and to inform all members of your party of the "Rental Policies and Procedures."

We are not liable for unforeseen circumstances such as unsuitable weather, availability of tourist attractions, acts of God, war, government regulations, threats or acts of terrorism or similar acts, travel advisories, disasters, strikes, lockouts, work stoppage or other restraints of labor (partial or general), civil disorder, curtailment of transportation facilities, necessary and essential construction or renovations of our Properties, allergic reactions brought about by the environment, or any other cause beyond our control.\*

- A credit/debit card must be on file with us upon making your reservation. We reserve the right to automatically charge the credit/debit card on file for any additional charges or fees due to violations of the "Rental Policies and Procedures," damage acquired during your stay or any delinquent or un-paid balances.
- **WINTER DRIVING:** We do not make 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 front-wheel drive vehicle with winter tires and even tire chains are recommended for winter travel. Always check you weather forecast before driving to/from the mountains.\*
- **Air conditioning** is normally not needed here 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 as an amenity.
- We/Owners have the right to enter and inspect the Property during your occupancy and make repairs to its fixtures, appliances, furnishings, and facilities. We are a vacation rental agency and can only assume the responsibility for providing you with your lodging.
- **NO SMOKING POLICY:** All Properties are NON-SMOKING facilities. Smoking inside a Property will result in a charge up to \$350. Smokers should plan to smoke outside and are expected to clean up after themselves. Failure to clean up the area before departing will result in additional charges. DO NOT throw burning cigarettes, cigars, coals, etc. out windows, onto grounds, etc. Fire Danger is very high in the mountains so do your best to avoid starting forest fires.
- **Keys** will not be released without complete payment and all signed documentation. Please note: Any keys not signed back in to the office will result in a \$25 fee, which will be automatically charged to the card on file.

### RESERVATIONS and DEPOSITS

All reservations are subject to an administrative fee, 6% WV sales tax and 6% Tucker Co. lodging tax. Rates posted on our website DO NOT include tax and fees. HOLIDAYS: Holiday rate apply to Christmas, New Years, President's Weekend and Martin Luther King weekend.

- **RESERVATIONS MADE:**
  - 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.
  - Less than 30 days prior to arrival: The total amount is due at the time the reservation is made.
- Reservations can be paid by major bank Credit/Debit Card. No reservation will be held without the required payment total.
- **FINAL PAYMENT:** Final payment is due 30 days prior to arrival. If final payment is not received by the specified date, the reservation is subject cancellation and forfeiture of deposit paid.

### CANCELLATIONS

- All cancellations are subject to a \$50 cancellation fee.
- No cancellations or changes will be accepted less than 30 days prior to arrival. If you must cancel 30 days or less prior to arrival, it will result in forfeiture of the full rental amount.\*

## DAMAGE TO RENTAL PROPERTY

- Upon arrival, immediately make note or call our office to report any damages found. Each unit is inspected by our staff prior to your arrival and after your departure.
- Any damage, lost keys, trash left at unit, additional cleaning to the unit/hot tub, etc. not covered by the Accidental Damage Protection 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 that results in additional charges.

## CHECK-IN/CHECK-OUT TIMES

- Check-in is 4:00pm.
- Check-Out is 10:30am.

## OCCUPANCY

- Our Rental Properties are privately owned and occupancy is limited to family oriented groups only. Sororities, fraternities and non-chaperoned groups are strictly forbidden. Reservations made under false pretenses will be evicted and lose all monies paid.
- The homeowner sets the occupancy limit for each Property. These limits are stated on our website and on the confirmation page that are sent to each tenant. The maximum occupancy limit for each Property must be observed. Any party exceeding this number will be evicted immediately with loss of all monies paid.

## INDEMNIFICATION AND HOLD HARMLESS

Guest(s) shall assume sole responsibility for themselves and for every member or guest of their party, as follows:

- Guest(s) shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person arising out of or in any way related to Guest(s) use of the premises, amenities, facilities or equipment located on premises. Guest agrees to release, indemnify and hold harmless We/owner from and against all liability for injury to the person of the Guest, to any member of his party resulting from any cause whatsoever. This indemnification specifically includes, but is not limited to, use of any fireplace, grill, fire pit, swimming pool, hot tub, jet tub, hiking trail, or boat, canoe, raft, tubes or other recreational equipment of any kind or nature that is available on the premises.
- Guest(s) shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person arising out of or in any way related to Guest(s) use of community property, amenities, facilities or equipment located in the private community where the premises are located. Guest agrees to release, indemnify and hold harmless us, owner and the community association from and against all liability for injury to the person of the Guest, to any member of his party resulting from any cause whatsoever. This indemnification specifically includes, but is not limited to, 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.

## PETS

- **DOGS ONLY, NO EXCEPTIONS, are allowed in Properties designated as "Pet Friendly."** These Properties are marked on our website as an amenity. We allow only house broken dogs – No cats or other animals are allowed. Tenants 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.
- There is an additional nonrefundable pet fee (\$50/ dog per stay).
- **Please Note: Pet Limit**
  - **Pet Friendly Condos and Townhomes: One small house broken dog**
  - **Pet Friendly Houses/Properties: No more than two medium sized house broken dogs**

## FURNISHINGS & AMENITIES

Each Property is individually owned and reflects the taste and style of each owner. Every effort will be made 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. Charcoal grills may have to be substituted for gas grills. Our 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.
- Please notify us promptly if you experience inoperative equipment or other problems.
- Please understand that emergencies take precedence. You can expect 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 units is not always possible.

## **EQUIPMENT**

- All Properties are fully equipped with glassware, dishes, coffee maker, toasters, pots/pans, utensils, dishwashers, microwaves and laundry machines.
- There is a starter supply of toilet tissue, detergent and trash bags; these items are not intended to last your entire stay.
- All Properties are equipped with a telephone for local calls. Calling cards can be used for long distance calls.
- Linens are provided at no extra charge. Linens include sheets and pillow cases for all beds, towels, wash cloths and dish cloth/towels. These linens will be in your unit upon arrival. Extra linens are also provided for Sofa Beds. If you use extra linens you are responsible for washing, drying, folding and putting them back in the closet you retrieved them from. If you fail to follow the procedure to use of extra linens, there will be additional fee (\$25 minimum charge), which will be automatically charged to the card on file.
- Firewood is NOT provided in our rentals. You can purchase firewood at our office or at local area stores.
- Hot tub use is at tenants' own risk.

## **WOOD BURNING FIREPLACES**

Wood burning fireplaces require careful attention. Please DO NOT build large fires, this can cause the glass doors to break.

- Open flue when using fireplace.
- Firewood is not provided for the home. You can purchase firewood at our office or at local stores.
- **The fire MUST be completely out before departing.** Only then, can you close the flue.
- If the ashes are cool, you are required to remove them in the ash-bucket provided with each wood burning fireplace. If the ashes are still warm, please leave them in the fireplace.

## **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.

- If the instructions do not work, then repairs may be necessary.
- DO NOT rearrange or remove the gas logs under any circumstances.

## **LAKE PRIVILEGES AND USE OF COMMUNITY PROPERTY**

All tenants have free use of Mirror Lake, a five acre swimming and fishing lake with a sandy beach area, dock, canoes and paddleboat.

- NO PETS ALLOWED at Mirror Lake, unless you are staying in one of the Properties at the Lake.
- Mirror Lake is only offered for use during office hours, unless you are staying in one of the Properties at the Lake.
- Tenants staying in Old Timberline (any Property located beyond the 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. Canoe paddles and life jackets are available on a limited basis; 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 rented premises are located may offer amenities and facilities for use by residents, which amenities and facilities are owned, maintained and controlled solely by the community association. These may include, but are not necessarily limited to a 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, and other areas or facilities. Use of community property by Guest(s) and any member or guest of their party must conform to the rules of the community, which are provided as an addendum hereto where applicable. Guest(s), for themselves and for any member or guest of their party, acknowledge that community property is available solely on a "use at your own risk" basis, and that the user of community property shall at all times remain solely responsible for his/her own safety.

## **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. We reserve the right to refuse entry to any Property or evict from any Property anyone who in any way verbally or otherwise abuses or harasses a staff member. Anyone guilty of such violation will be evicted immediately by local law enforcement and will forfeit all rental monies.