



Verizon Message Center

Monday, Feb 9 at 3:17 PM

From:<becky@mountaintoprealty.com>

To:

glzzbailey@verizon.net

Subject:Rental Agreement - Bear Feet Inn - 128 Piper Lane

Charles Bailey

Bear Feet Inn - 128 Piper Lane

Arrival - 2/4/2016 and Departure - 2/7/2016

Transaction ID: 2353852

You must return signed rental agreement prior to your arrival. You can fax or email the signed agreement. Thank you!

Rental Agreement: Print, read, initial, and sign. You can email, fax (304-866-3333) or mail to 6379 Appalachian Highway, Davis, WV 26260.

PAYMENTS: Initial payments (50% of the total amount due) for reservations will be authorized/collected when the property is booked. Final payments, due 30 days prior to check-in, will be charged to the credit card provided on the due date unless other payment arrangements were executed. Full payments will be authorized/collected immediately for reservations made within 30 days of the check-in date. Keys will not be released without complete payment and signed rental agreement. Please note: There is a \$25 charge for all returned checks.

CHECK-IN: You may check in at the Mountain Top Realty & Rentals office anytime after 3:00 p.m. However, there may be rare occurrences in which it will be necessary to delay the release of keys beyond the 3:00 p.m. check-in time until your unit is ready. No refunds or discounts are given for late or delayed arrivals. Our office is located on US Route 32, approximately 7 miles south of Davis or 4 miles north of the Canaan Valley State Park. **CHECK-OUT BY 10:30 A.M.**

CANCELLATION POLICY: Refunds will be made (less a \$50 processing fee) if we receive your cancellation at least 30 days prior to your arrival date. No cancellations or changes will be accepted less than 30 days prior to arrival.

FURNISHINGS & AMENITIES: All rental properties are completely furnished to include towels, bed linens, fully equipped kitchens and televisions. All units have electric or gas heat and most have a fireplace or woodstove; firewood is supplied, kindling is not. Every effort is made to keep each property and its equipment in good working order; however, NO REFUNDS will be made for mechanical failures, including hot tubs and televisions. **There is a STARTER SUPPLY ONLY of toilet paper, bath soap, dishwashing detergent, laundry detergent and trash bags.** Any additional supplies or personal items needed will be the renter's responsibility. NOTE: paper towels, coffee filters and coffee are not supplied. All properties are presented in as is condition by the owner of the property, and not by Mountaintop Realty and Rentals,

management company.

____ **PLEASE NOTE: NO PETS ALLOWED except in houses that are designated as "Pet Friendly".** In such cases, a \$50 non-refundable pet fee is required PER PET. Infraction of this policy will result in renters assumption and payment of all charges incurred for the complete removal of pet germs and allergens, completed to the satisfaction of Mountaintop Realty and Rentals.

____ **Roads and driveways are routinely plowed. Some roads require vehicles with 4-wheel drive and/or chains. Snow chains are recommended for icy conditions.** This should be noted on each homes individual webpage but it is your responsibility to make sure your vehicle is properly equipped for snowy, icy mountain terrain. **Also it is not Mountain Top Realty's responsibility to shovel decks or walkways.** A snow shovel is provided at each home.

____ **Many Properties are located in private residential communities, and terms of tenancy are regulated by the home owner associations.** A copy of these documents are available upon request. Violation of any of the covenants and/or other applicable regulations may result in immediate eviction and loss of all rental monies.

____ **WAIVER OF LIABILITY:** Tenants assume full responsibility for accidents and/or damages to themselves and/or their guests.

____ **DAMAGE WAIVER:** Mountaintop Realty and Rentals wants you to enjoy your stay in Canaan Valley, WV without worrying about accidental damage that may occur during your stay. A charge in the amount of \$50.00 is added to the reservation allowing coverage for accidental loss or damage to the rental unit or its contents. The maximum limit of this waiver is \$1000.00 aggregate per stay. Please read the guidelines of coverage for the damage waiver and call our office at 1-800-624-4341 with any questions. Limited Damage Waiver / Terms of Waiver: As an in-house Covered Guest under this plan, staying as a guest of Mountaintop Realty and Rentals, you will not be obligated to pay for accidental loss or damage to the rental unit or its contents up to a maximum of \$1000.00 aggregate per stay.

Terms of Coverage: This plan takes effect upon arrival on the booked arrival date. All benefits will terminate upon normal checkout time of the home or the departure time of the Covered Guest, whichever occurs first. Claims Procedure: Mountaintop Realty and Rentals staff will administer all claims at each property. Such staff will have the sole authority to determine the extent of repairs necessary. The Covered Guest must report any loss or damage at the time of occurrence and while still occupying the rental unit. After checkout, this coverage is not applicable. Therefore, any damage assessed upon departure inspection that was not reported to the front desk during the Stay will be the financial responsibility of the Covered Guest. The resort manager has ultimate claim administration authority. Arbitration is required prior to litigation.

Conditions: The damage waiver has predetermined conditions. The waiver will not include liability for loss or damage resulting from, but not limited to the following: 1. Intentional or willful acts of the Covered Guest. 2. Gross negligence or willful and wanton conduct. 3. Damage, loss, or injury caused by a pet or animal brought onto the property; sole responsibility for these circumstances are assumed by the tenant and their guests. This waiver applies only to the direct physical loss or damage to the covered property; it does not apply to the subsequent loss of use of the property. The plan does not apply to loss or damage to any property owned by or brought onto the premises by the Guest. We welcome you to Canaan Valley and extend this coverage to you as an exclusive benefit of Mountaintop Realty and Rentals. Should you have any concerns regarding your reservation or need printed information about Mountaintop Realty and Rentals, please contact us directly.

Groups may be subject to additional Deposits and assumption of responsibility/liability for all properties occupied by party.

____ DUE TO UNFORESEEN CIRCUMSTANCES, IT IS SOMETIMES NECESSARY TO CHANGE YOUR RENTAL UNIT; HOWEVER, EVERY ATTEMPT WILL BE MADE TO INFORM YOU OF SUCH AN OCCURRENCE. ADVERTISED PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Renter's Signature

Date

Name of Unit

Transaction #

Rental Dates