

LEASE AGREEMENT

THIS LEASE, made and entered into as of the _____ day of _____, 201__, by and between WL Cabin Rental whose address is 421 Outpost Rd Luray VA 22835 hereafter called “**Lessor**” or **Owner**” and _____, whose address is _____ and whose telephone number is _____, hereafter called “**Tenant**”.

WITNESSETH:

The Lessor hereby leases to the Tenant for a term to commence at 3 o'clock p.m. on the _____ day of _____, 201__ and to terminate at 11 o'clock a.m. on the _____ day of _____, 201__ at a certain vacation rental located at 1581 Fort Stover Road Luray VA 22835 and described as Chillaxin On The River for a rental sum of \$ _____ for _____ persons, payable in advance in accordance with the hereafter stated terms.

TENANT DUTIES

(1) Tenant agrees to keep the Premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Lessor in writing of the need of replacement of or repairs to a smoke detector(s), and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

(2) Cancellation. In the event of a cancellation by Tenant, if cancellation occurs 14 days or more from scheduled check-in date, a full refund will be given, minus a \$35.00 cancellation fee. No refund will be given to any cancellation occurring less than 14 days from scheduled check-in date. Reservations may be rescheduled to any future available time frame, provided a \$50.00 rescheduling fee is paid at the time of rescheduling.

(3) Indemnification and hold harmless; rights of entry; assignment; number of occupants. Tenant agrees to indemnify and hold harmless the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the gross negligence or willful act of the owner, or the failure of the owner to comply with the terms of its lease agreement. Tenant agrees the owner may enter the Premises during reasonable hours to inspect the Premises to make such repairs, alterations or improvements thereto as owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenants shall not assign this Agreement or subject the Premises in whole or part without written permission of owner.

The maximum number of people who may use the premises during the rental period shall not exceed the maximum number of occupants allowed by local health department regulations. 6 persons total.

(4) Pets. Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's regulations.

(5) Payments. The rent, tax, reservation advance rental payment, refundable damage deposit and other charges are indicated on face of agreement. The 50% total of rental sum will be due upon making reservation. This may be sent to the owner with the signed lease agreement. **PERSONAL CHECKS ARE ACCEPTABLE FOR ADVANCE PAYMENTS AND BALANCE PAYMENTS, PROVIDED CHECK(S) ARE SENT 20**

DAYS PRIOR TO LEASE PERIOD. Otherwise, payment must be certified or cashier's check, money order, or credit card. Make checks payable to owner.

(6) Keys. Two sets of keys are available for the before mentioned rental (second set upon request). There will be \$50 service fee per key charged to Tenant for lost or unreturned keys.

(7) Surrender of Premises. Tenant(s) conveys and promises to surrender the premises in as good and the same condition as at the commencement of the rental period, reasonable wear and tear excepted; and to reimburse owner(s) the amount, including reasonable attorney's fees, of all other damages.

(8) Appliances/Maintenance. There will be no rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area nor maintenance problems. False or unwarranted maintenance repairs called for by tenant will be billed to tenant. Owner, upon being notified of any malfunction, will make every reasonable effort to have any such appliance or air conditioner promptly repaired.

(9) Clean-up or repair. The parties hereto, agree that the owner, or employees for the purpose of clean-up and repair may enter the premises at 11:00 A.M. on the date the rental period terminates and may remain on the premises until 3:00 P.M. on the date that the rental period commences. Tenant(s) agrees to surrender the possession of the premises hereby leased at the expiration of the rental period peacefully and without delay.

(10) Personal property. All personal property of the tenants on said premises shall be and remain his sole responsibility and risk, and the owner(s) shall not be liable for any damages to or loss of such personal property arising from any acts of negligence of the owner or any other persons, not from the leaking of the roof, or from bursting, leaking or overflowing of water, sewer or steam pipe, or from heating or plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the owner(s) be liable for any injury to the person of the tenant(s) or other persons in or about the premises, the tenant(s) expressly agreeing to save the owner(s) harmless in such case and events.

(11) Telephone use. If telephone service is available, tenant(s) may use the same free of charge for all local calls. All long distance calls must be placed collect or charged to tenant(s) Credit/Calling card.

(12) Check-in, check-out. Tenant agrees that rental commences no sooner than 3:00 P.M. on the date indicated on the face of this lease. No early check-ins allowed to permit ample cleaning time. Key(s) to rental house will be furnished at check in, provided that the total amount due to owner has been received. Tenant agrees to vacate the premises not later than 11:00 A.M. on check-out day, remove all trash and place in proper outside receptacles, leave rental in a clean, orderly manner and return key(s) to our home (**or as specified by owner**) by 11:00 A.M.

(13) Disputes. This lease shall be governed by and interpreted in accordance with the law of the Commonwealth of Virginia. Any action relating to this agreement shall only be instituted and prosecuted in courts in Virginia. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.

(14) Buyer Casualty. In the duration of the rental period, if the building is so damaged by fire, without fault or negligence of the tenant, such that it is rendered wholly unfit for occupancy and cannot be repaired within forty-eight (48) hours, then this lease shall terminate as of the date of such casualty and tenant shall pay the rent apportioned to the time of the casualty. If such injury or casualty can be repaired within forty-eight (48) hours thereafter the owner may enter and repair and the lease shall not be affected except that the rent shall be suspended during repairs.

(15) Disclaimer of Warranties. The tenant understands and agrees that there are no further, other or additional warranties, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise,

hereunder or as a result thereof that extend beyond the description of the face of the lease agreement and are not expressly stated herein.

(16) Damage Deposit. The tenant understands and agrees that in addition to the full rental price, including any and all taxes and fees, a refundable damage deposit of \$150.00 must be paid at time reservation is made. Damage deposit will be refunded 7-10 days following check-out provided no violation/s occurs of all policies and rules as stated on the booking websites and this agreement. Smoking inside the dwelling, pets, and excessive partying will most assuredly result in loss of damage deposit.

No fraternity, high school or college student groups are allowed. I.D.'s must be furnished upon request. Absolutely no house parties are allowed. Violation of the above is grounds for immediate lease termination and or eviction without refund. There will be no exceptions. The undersigned represents themselves to be an adult 18 years or older.

Witness the following signatures:

LESSOR/OWNER: WL Cabin Rental

BYLESSEE:

X _____

Date _____

\$ _____ due with return of lease agreement and \$ _____ due by _____, 201____.

LEASE AND DEPOSIT MUST BE RECEIVED BY _____ OR CONTRACT AND RESERVED DATES WILL BE VOID in accordance with page 1.

Payment may be made by check, certified/cashier's check, credit card, or money order in accordance with paragraph 5 on page 2.

Make check(s) payable to:
WL Cabin Rental
421 Outpost Road
Luray, Va 22835