

Short term rent agreement

Rosewood Cottage/Cabin

This rental agreement ("Agreement") is subject to the following terms.

For any disagreement, the law of West Virginia will apply.

1. Parties

Landlord:

Anthony and Anna Ferraraccio

PO Box 87

HC 78, Box 46 A

Pipestem, WV 25979

AWhite777@aol.com

304-466-1767

Guest Name _____
Address _____

Telephone _____
Email _____

2. Term

The Guest leases from Anthony and Anna Ferraraccio, Rosewood Cottage/Cabin, located directly behind Pipestem Spa on Route 20, across from Pipestem Resort State Park, for the following dates:

Start date: _____

End date: _____

Check in date and time: _____

Check out date and time: _____

3. Security Deposit.

The guest shall deposit with the landlord, a security deposit of \$250, payable not later than 30 days before rental period starts.

This Security deposit may be used by the landlord to repair damages to the premises or to replace missing items, such as linens, occurring during the tenants' occupancy. This deposit shall be refunded within 14 days, if not used for above purposes.

4. Rental Fee

The rental fee and related charges for the rental term shall be:

Rental fee _____
Cleaning fee \$50
Security deposit \$250 (refundable)
Pet Fee _____
Total _____

50% of the rental fee is payable upon booking the cabin and full payment will be due not be later than 30 days before the rental period starts.

When booking less than three nights, 100% payment is due at time of booking.

When full payment is due, this then would include, the full rental fee, the security deposit, pet fee (if applicable) and cleaning fee.

5. Cancellation

When the guest decides to cancel the contract, he or she shall be fully refunded any payments made, if notice is given more than 30 days before the starting date of the rental period as mentioned in this contract. This minus an administration fee of \$50.

When canceling within the 30 day notice period, the landlord shall make every effort to re rent the property, and if successful, shall return the deposit made to the guest. However, the landlord, if successful in re renting the property, might have to discount the rent, due to the short notice. In such a case, the landlord will return that amount which he has actually received for the re-rented cabin.

6. Guests responsibilities

A. The guest agrees that he or she may not occupy the Premises before 4pm on the beginning date and that he/she will vacate the Premises on or before 10.30 am on the ending date.

B. The guest shall be responsible for all damages to the premises during his or her occupancy. In such event, the landlord shall notify the guest of such damages and the cost of repair.

C. The guest will not permit the premises to be occupied by more persons than the sleeping arrangements will allow.

D. The guests responsibilities shall include the supervision of each occupant of the Premises during the rental period.

E. The guest shall agree not to feed or disturb the wild life.

7. Indemnifications.

The guest on behalf of himself/herself and all the occupants of the Premises during the term of their stay, shall indemnify and hold harmless against all claims and damages of any kind of nature whatsoever, excepting the landlord's acts of gross negligence, the Owners of the Pipestem Spa and Rosewood Cottage/Cabin.

If for any reason the guest believes that the smoke detectors are not working properly, he/she should immediately notify the landlord or the repair service as mentioned in the cabin information book.

8. The guest represents that he / she is more than 21 years old and that this entire agreement has been reviewed.

9. The Landlord represents that she owns the Premises and all its contents and that the guest may use and enjoy the Premises for the stated term, as long as he / she is not in default on this agreement.

10. Smoking is prohibited inside the property.

11. Keys to the cabin will be issued upon check in and can be left inside, or given to owners upon check out.

12. Security deposit will be refunded in full within 14 days of departure.

Landlord Anthony and Anna Ferraraccio

Guest / Tenant

Date _____

Please return signed copy to:

Anna White Ferraraccio
PO Box 87
Pipestem, WV 25979
304-466-1767