



**SHORT TERM RENTAL AGREEMENT**  
 (Please Print Legibly in Ink)

The Patterson House @  
 The Confluence Resort, Patterson Ferry Lane, Hico WV 25854

This agreement made this 1<sup>st</sup> day of January, 2010 between

Name(s) John & Jan Doe

Name(s) \_\_\_\_\_

Phone – 304-555-1212

Address 100 Anyplace Rd. Smalltown WV 11111 (hereinafter called the Tenants) and The Confluence LLC (hereinafter called the Landlord) concerning the short term rental of the property located at The Confluence Resort WV.

Total people in renting party: 16. Adults: 10 Children: 6 not to exceed 16. Rental period begins at 3 pm on March 5<sup>th</sup> 2010 and ends at 10 am on March 13<sup>th</sup> 2010.

Total Rental Amount: \$ 3360.00 includes 12% tax & pet fee of \$25.00 per day per pet if applicable.

Security Deposit of \$500.00 (refundable according to the Terms of the Agreement) and an additional \$250.00 Security Deposit per pet will be due at the time of check in. You must have a major credit card to check in.

Total Amount Due: \$ 3860.00

- **Deposit due with signed agreement:** \$ 1500.00
- **Balance due ten (10) weeks prior to commencement of the rental:** \$ 1860.00 (balance)
- **Refundable deposit due at check in:** \$ 500.00 (Security & pet deposits)

**Terms of the Agreement:**

1. The Landlord have the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

2. There is a long distance block on the telephone - a calling card is needed for long distance toll calls. Emergency medical and police service can be called by dialing 911 @ the Patterson House public access line.
3. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins at the rear of the home during their stay for pickup. Monday the garbage is picked up early morning. Tenant is cautioned not to leave trash outside for any period of time because it attracts animals.
5. The Tenants shall pay for any damage done to the premises over and above normal wear and tear.
6. No animals or pets of any kind will be brought onto the premises with prior approval and all fees are paid in full.
7. The Tenants shall not sublet the property.
8. The Tenants shall have no more than \_\_\_\_ 16 \_\_\_\_ persons reside or sleep on the premises.
9. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10 PM and Pool/Spa and outdoor noise should be kept to a minimum.
10. There shall be no smoking inside the premises. Smoking is permitted outside the home.
12. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tennant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them...
13. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

14. A refund on a Rental Deposit amount can be made only if the unit is re-rented for your reservation period. Refunds will be subject to a 10% service charge on the total rental fee to defer costs of re-renting the residence and credit card processing fees. If cancellation occurs 10 (ten) weeks prior to the beginning of the rental period, all refunds will be subject to a 20% service charge on the total rental fee for the period of your reservation only if the unit is re-rented for your reservation period. After six weeks prior to the rental period the Landlord shall have the right to retain the initial Rental Deposit at the Landlord' discretion.

15. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

16. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

17. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.

18. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

19. If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenants' stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's vacation. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM present or not.

20. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.

21. It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning swimming in or being around the pool/spa/hot tub. Tenant agrees to have responsible adult supervising minors while they swim in the pool/spa/hot tub. Tenant is hereby notified that the pool/spa/hot tub can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious when exiting the rear of the home as the pool/spa/hot tub is open and in close proximity to the entry ways and can be a hazard. There are no rails to prevent a fall into the pool/spa/hot tub.

22. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

23. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

24. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. ; shall cause termination of this agreement with no refund of rents or deposits.

25. Tenant agrees not to access the "owner's closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owners closet is located just inside the main front entry way.

26. Tenant is advised that the property contains a gas grill, and will seek help from management if the proper operation of such items is not fully understood.

27. The property has a fire extinguisher installed near the kitchen area. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

28. The property has smoke/fire alarms installed and they are believed to function properly at the time of rental. Tennant will notify management without delay if a fire alarm "chirps" or has a low battery condition.

29. Tennant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

30. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.

31. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

32. Satellite TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to cable TV service.

33. High speed wireless internet is provided as a convience only; it is not available in all areas of the resort and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems , lack of knowledge of use, or personal preferences with regard to internet service.

34. Tenant agrees that Air conditioning shall not be set below 75 degrees and heat shall not be set above 78, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.

Please fill out and sign 2 (two) copies of this Agreement and mail both copies to Landlord. One executed original will be mailed back to you.

Landlord address:

**The Confluence Resort**

**PO Box 271**

**Fayetteville WV 25840**

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date 01/01/2010 \_\_\_\_\_