

Cresta Blava Booking Agreement

By proceeding with this online reservation you are agreeing to the following:

In consideration of the rent received and the mutual promises contained herein, Page Valley Getaways, LLC does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. **RENTAL PAYMENT** – An advance payment equal to 50% of the total rental rate is due immediately. Reservations are not confirmed until this advance payment and rental agreement is received by Page Valley Getaways, LLC. Advance payments may be made via credit card or check. The balance of rent is due seven days prior to arrival, payable in cash, credit card charge, travelers check or certified funds. The advance payment is not a damage deposit.

2. **DAMAGE SECURITY** – Damages and charges accrued such as pay-per-view programming and long distance phone calls will be charged to Guest's credit card. If a credit card is not available a damage deposit may be required. The deposit is NOT applied toward rent; however, it is fully refundable within fourteen (14) days of departure, provided the following provisions are met:

- a. No damage is done to property or its contents, beyond normal wear and tear.
- b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- c. All debris, rubbish and recyclables are placed in the provided containers and soiled dishes are cleaned.
- d. All charges accrued during the stay are paid prior to departure.
- e. The renter is not evicted by the owner (or representative of the owner) or law enforcement.

3. **RULES AND REGULATIONS** - Guests agree to abide by all rules and regulations contained herein and in the property's information book and posted signs. Guest's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the premises. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest shall not use or permit on the premises any illegal controlled substances, firearms, or items hazardous to persons or property. The use of all-terrain vehicles and motorcycles is prohibited. Smoking is not allowed inside the property. Guest shall be quiet and peacefully enjoy the premises so as not to disturb neighbors. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

4. **OCCUPANCY** – Check-in time is after 4pm and check-out time is by 11 am. In no event shall the Rental Property be occupied by more persons than described on this agreement, **without prior approval** by Page Valley Getaways, LLC. Additional adults (age 18 and older) not previously approved will incur a \$100 plus tax per person, per night additional charge and additional children (under age 18) **not previously approved** will incur a \$100 plus tax per person, per night additional charge. No fraternities, school, civic, or other non-family groups are allowed unless Page Valley Getaways, LLC grants prior approval. In no event shall Guest assign or sublet the Rental

Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guests hereby acknowledge and grant specific permission to agents of Page Valley Getaways, LLC to enter premises at any time for inspection purposes should Page Valley Getaways, LLC reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant agents of Page Valley Getaways, LLC access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guest agrees to grant access by scheduled appointment upon notification.

5. CANCELLATIONS - In the event Guest wishes to cancel this agreement, a full refund of the rents received, less a \$50 cancellation fee, will be issued if the cancellation is made more than 30 days in advance of the arrival date. 25% of the total rental amount shall be forfeited if the cancellation is made with less than 30 days but more than 7 days in advance of the arrival date. If cancellation is within 7 days of the arrival date, 50% of the total rental amount shall be forfeited.

6. PETS – Page Valley Getaways, LLC has a NO PET property. Any evidence of undeclared pet(s) found in or about the NO PET property may result in expedited eviction, forfeiture of all monies paid, and a non-declared pet charge of \$150.00 per pet assessed.

7. PROPERTY CONDITION - No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, telephones, internet, games, etc. Page Valley Getaways, LLC will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by government officials due to potentially dangerous situations arising from acts of God or nature. ***Travel insurance is recommended.*** You are renting a home, the property and contents are to be left as they were found. Dishes are to be cleaned, messes are to be cleaned, trash and recyclables are to be disposed of in the provided receptacles.

8. PROPERTY ACCESSIBILITY – Guest understands that the property is located in a mountainous area. Roads may contain potholes, ruts, steep inclines and rough terrain. Most vehicles have no trouble accessing the property as long as you drive safely and slowly. Low profile vehicles such as sports cars are not recommended. During inclement weather such as snow or ice you may need a 4 wheel drive vehicle and/or tire chains. Page Valley Getaways, LLC will make every reasonable effort to keep roads in passable condition. No refunds will be provided for road conditions arising from acts of God or nature. ***Travel insurance is recommended.***

9. LOST AND FOUND - A \$30.00 fee, plus packing and shipping costs, applies to any Lost and Found items that Page Valley Getaways, LLC is requested to return to Guests. Items not claimed within seven days of departure will be disposed of at the discretion of Page Valley Getaways, LLC.

10. INABILITY TO TRAVEL - Guest is not entitled to any claim against Page Valley Getaways, LLC or the property owners arising out of Guest's inability to complete his/her travel plans for any reason outside of the control of Page Valley Getaways, LLC. ***Travel insurance is recommended.***

11. **HOT TUBS** - If a hot tub is provided at the Rental Property, it will be prepared and tested for proper and safe chemical levels prior to occupancy. Hot tub may be refilled on the day of your arrival and may not be warm until later that evening. Guest agrees to abide by the hot tub rules posted near the hot tub. Misuse of hot tub by the addition of foreign substances into the tub, i.e. alcohol, grass, mud, soap, shampoo, oils, glass or metal, etc. will result in a \$100 draining and cleaning fee. Under no circumstances are pets allowed in hot tubs. Children must be supervised at all times. Use of the hot tub is at Guests' own risk. Violation of these provisions and the rules posted near the hot tub shall be grounds for expedited eviction and guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement.

12. **LINENS/TOWELS** – Bed linens and towels are provided at all of the rental properties. Linens **MUST** be used on all beds used. Failure to use linens may result in a substantial mattress replacement charge. Guest is responsible for reimbursing the cost of any lost or damaged bedding/linens/towels.

13. **FIREPLACES** – Fireplaces may be a non-vented propane gas log firebox. Please do not place food, paper or any other materials in the fireplace. Please do not make any adjustments inside the firebox. Use caution as fireplaces may be very hot. Fireplaces may not be operational during the summer months.

14. **FIRE PITS AND COOKING GRILLS** – Guest is responsible for supplying charcoal. Fires must be supervised at all times. Guest is responsible for ensuring that fires are fully extinguished after use. Use extreme caution using fire pits and grills. Local fire laws and bans must be observed.

15. **WATER AND SEPTIC** – The properties use private wells and septic systems. The mineral content in the water may be high and the well water may have an odor and/or color. The septic system is effective under normal conditions; however, it will clog if improper material is flushed. **DO NOT FLUSH ANYTHING OTHER THAN TOILET PAPER.** Feminine hygiene products may **NOT** be flushed at any time. If it is found that improper products have been flushed causing a clog in the septic system, Guest will be responsible for repair charges.

16. **INDEMNITY** - In the event Page Valley Getaways, LLC or the property owner is unable to make Rental Property or a reasonable substitute available for any reason other than described above Guest agrees Page Valley Getaways, LLC sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Page Valley Getaways, LLC be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Page Valley Getaways, LLC from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, whirlpool tub, pool, exercise equipment, etc. except only such a personal injury caused by the gross negligence or intentional acts of Page Valley Getaways, LLC.

17. **BREACH OF TERMS** – Page Valley Getaways, LLC may terminate this Agreement upon the breach of any of the terms hereof by Guest. In such case Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, roads, equipment, and use of the property, watercraft, and land. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor, mountain, water, and camping activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Riverbanks, streams, ponds, steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity. I am over the age of 18 (and assume responsibility for those in my charge under the age of 18.) I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk. The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period. I will abide by the rules and accept these rental conditions:

- 1) I agree to hold harmless and to indemnify Page Valley Getaways, LLC and the property owners against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- 2) I acknowledge receipt of the property in good order and condition (if found otherwise upon my arrival I will contact Page Valley Getaways, LLC immediately) and further agree that the owners of the property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- 3) I enter into agreement freely with the property owners at my own risk, acknowledging the risks inherent in outdoor and water activities and assume any and all responsibility for myself, all guests in my party, and the minor children in my charge.
- 4) All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

This Agreement shall be enforced under the laws of the State of Virginia, including the VIRGINIA VACATION RENTAL ACT, and represents the entire Agreement. Any amendments must be in writing. In the event of a dispute, legal action may only be instituted in the County within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

Keith & Sandi Weakley
Page Valley Getaways, LLC
540-402-LOG1 (5641)
voice and text