

Rental Lease Agreement

Mountain Lodge #290

Personal Information

Date: _____

Name: _____ Phone #: _____

Address: _____ e-mail: _____

1 Property: The real property can be described as unit # 290 in the Mountain Lodge Condominium complex at Lot # 10 Snowshoe Dr, Snowshoe Mountain, West Virginia

2 Lease Term: The occupancy term of this agreement shall be from _____ after 4 P.M. to _____ with a departure time of 11 A.M. _____ total nights.

3 Security Deposit: A Security Deposit of \$250 (USD) is due with this signed agreement. The deposit is NOT applied to the rental amount. Insufficient funds will impose a \$25 (USD) charge to the guest rental amount.

4 Rent: Guest shall pay as rent for the Property \$ _____ (USD) to Owner according to Mountain Lodge #290 2013-2014 rental rates. Payment in full is due 60 days prior to arrival date. Failure to send rental payment will invalidate rental dates and this contract will be voided and deposit returned. If canceled within 30 days of arrival, all rental fees paid will be forfeited. For any cancellation in the 30 to 60 day range of the rental start date, deposits will be forfeited - left to the discretion of the owner.

5 Payment Method: Both Security Deposit and Rent are to be paid by personal check. Mail payments to:

Martin Banish
4340 Rodeway Ct NE
Hickory, NC 28601

6 Transfer: Guest agrees that this lease may not be assigned outside leaseholder's family.

7 Deposit Return: Owner agrees to return in full entire security deposit upon notification by cleaning staff that Property has been left in acceptable order. Guest agrees to pay for all damages to the Property. These charges will be deducted from Security Deposit. All charges deducted will be documented with refund. Guest agrees to pay for any damages which exceed the Security Deposit.

***NOTE: This is a NON-Smoking condo - if housekeeping detects smoke odors upon the inspection, the entire \$250 deposit will be retained to de-ionize the room and wash the bed comforter.

***NOTE: NO Mountain Bikes in the condo or in Mtn Lodge (except Bike Locker area). If caught by security, the entire security deposit will be forfeited.

8 Occupancy: Occupancy rate is for up to 6 guests. NO PETS allowed. No Smoking allowed. Guests must adhere to all Resort Rules and Regulations. Any convenience items (TV's, DVD's,

etc.) are extras provided for the Guest's use. In the event of any malfunction, Guest shall notify owner (or Mountain Lodge Representative) of any problem. Repair or Replacement will be expedited, but no refunds of any rent will be made for loss of use of convenience items.

- 9 Room Keys: Unless you have made arrangements for obtaining keys prior to arrival, keys can be picked up at the Mountain Lodge lobby desk. A \$5 deposit will be required. They can let you know if your room is ready. DO NOT check in at Top of the World or any other mountain top property. GO DIRECTLY to the Mountain Lodge Front Desk to check in. Your name will be added to the check in list at the guard gate.
- 10 Owner Area: Locked Closet outside bathroom is considered off limits. Entry into this area will result in loss of Security Deposit for any damage or missing items.
- 11 Linens: Bath and Bed linens are for use in condo only. Split Rock Pool has towels for use at that facility. Refer to Guest Information provided in the condo for housekeeping contact info. In addition to the bed and bath linens, toilet paper, paper towels, dishwasher soap, bath soap, and trash bags are provided. Trash service is available each morning; just put your trash bag outside the front door.
- 12 Arrival & Departure Procedures: Upon arrival please inspect condo. Use phone numbers listed in Guest Information folder inside condo if you need assistance. Prior to Departing, place all towels inside bathroom and start the dishwasher. Housekeeping will take out the trash and clean the condo.
- 13 Indemnification: Guest will indemnify and hold harmless Agent, Owner and Owner's Representatives for and injuries, accident or otherwise, that may be incurred or suffered on the premises by Guest and guests of anyone associated with Guest for the tem of this contract. Guest personal property and vehicles are not insured by Owner or Owner's Representatives against loss or damage due to fire, theft, negligent acts of others, rain, snow, or any other cause.
- 14 Resort Information: Owner will provide additional information within Property for Guest use. It will include contact numbers, resort information, and other useful information.
- 15 Phone: Cell service is spotty at best. In room phone can be used with a credit card for outgoing calls. For incoming calls please pass out the Mountain Lodge Main number 304-572-2020. The front desk can connect the caller to your room.
- 16 Acceptance by Guest: The Guest has read this foregoing lease agreement prior to its execution and understands its terms and agrees and to all the conditions. Breach of any term or condition shall result in immediate eviction and there will be no refund.

Signed: _____

Date: _____

Contact Information

Martin Banish

mbanish@charter.net

828-409-0292 (day)

828-441-7876 (evening)