

**APPALACHIAN TRAIL TOWN INN (ATTI)
VACATION RENTAL AGREEMENT**

THIS IS A VACATION RENTAL AGREEMENT. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY, OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND INTENT TO USE THE PROPERTY FOR A VACATION RENTAL

Make checks payable to: ATTI
100 S. Railroad Ave. Damascus, VA 24236
Office: 276-475-3838 Fax: 410-257-0100
P3broker@hotmail.com

Guest Name(s) Address, Phone #, E-Mail, and Vehicle Tag # Below:

Check-In Day @ 3:00 PM: -----/-----/-----

Check-Out Day @ 11:00 AM: ____/____/____

Amount: _____

Min. Stay Exception Fee: _____

Extra Guest Fee: _____

10.5% Lodging Tax: _____

Total Rent: _____

- _____ The Main Level Suite
- _____ The Family Suite
- _____ The Entire Inn

Total Monies Due Now to Secure above
*** (Separate Checks Please)**

*** Security Deposit: \$200**

*** ½ Advance Rent Payment: _____**

Please put Reservation Date in Memo of your check

Included with license is use of all common living areas: kitchen,
living room, decks and porches and hallways to your room

_____ **Total # of Guests**

In consideration of the monies recited and the mutual obligations contained herein, the Owner does hereby license to Guest that certain Room (herein "Property") described above, under the following terms and conditions. We license without respect to race, color, religion, sex, national origin, handicap, or familial status of any Guest.

1. Reservation and Payment Requirements: Once a reservation request is received by ATTI, Guest must forward a signed vacation rental agreement and ½ advance rent payment along with security deposit within 7 days after the reservation request. A final payment is due 7 Days Prior to occupancy or a date agreed upon by ATTI. Unless the agreement and all required payments are received by ATTI when due the reservation may be canceled without further notice and subject to the terms of paragraph 5.

2. Payment method. Payment can be made to ATTI in US funds by cash, travelers check, money order, cashier's check, certified check, personal check and credit card. A \$50.00 service fee will be charged for all returned checks.

3. Guest Damage and Security Deposit: The security deposit is used by ATTI for actual property damage or other expenses Owner incurs due to Guest's breach of its obligations under this Agreement. This deposit will be accounted for and refunded (less any allowable deduction) within 30 days of your departure. Guest promises to reimburse ATTI for all damages to ATTI property caused by Guest or his guests and not covered by the security deposit. Guest shall also be responsible to ATTI for attorney fees and other costs necessary to collect for such damages as allowed by law.

4. Trust Deposits: All payments made by Guest will be deposited into an interest bearing trust account. All interest received from said account will belong to ATTI. Landlord is a licensed real estate broker/firm owner in the Commonwealth of Virginia.

5. Cancellations: If a reservation is canceled and not re-rented for the canceled period, all advance payment, except the \$200 Security Deposit, will be forfeited by Guest. All cancellation requests must be in writing. If no writing is received and Guest does not arrive during the rental period the reservation will be considered to have been canceled and not re-rented. If the property is re-rented for the contract amount all money other than a \$50.00 cancellation fee will be refunded. If the property is re-rented for less than the contract amount, the refund will be further reduced by the difference between the contract amount and the amount actually received. Transfers made from one week to another available week are allowed without forfeiture subject to approval of ATTI.

6. Maximum Occupancy: Guest should not permit the property to be occupied beyond the guest count noted above. Violation of this prohibition may result in eviction and forfeiture of all monies paid. The hosting of parties in the home, on decks, or anywhere else on the property beyond the maximum number of guests is a violation of this Agreement. No RV's or campers may be parked on the Property for the purpose of extra sleeping capacity. We adhere to all fire codes for your safety and the safety of others.

7. Indemnification and Hold Harmless: Right of Entry & Assignment: Guest agrees to indemnify and hold Owners harmless to the extent allowed by Virginia law from and against any liability for personal injury or property damage sustained by any persons (including Tenants' guests). This Agreement will be governed by the laws of the Commonwealth of Virginia, and venue for any dispute arising here-under shall be in the State Courts of Washington County, Virginia.

8. Competency: All parties to this Agreement verify that they are of legal age and/or otherwise competent to enter into this Agreement.

9. Right of Entry. The Owner and its appointees shall at all times have the right to inspect the Property without notice to the Guest in order to perform requested repairs, secure the Property, and insure Guest's compliance with this Agreement.

10. Conduct of Guest. The Guest shall not allow any disorderly conduct or nuisance on the Property and shall at all times conduct its affairs and manage its guests and invitees in a manner that does not breach the peace or violate any laws, regulations, ordinances.

Guest Signature(s)

Date