

VACATION RENTAL AGREEMENT

Please fill out and print this agreement using the button at the bottom of the form.

This Vacation Rental Agreement ("Agreement") is made this ____ day of _____, by and between Micmac Holdings, LLC (Owner) _____ (collectively Tenant) (if any Tenant is married, both spouses must sign). In consideration of the mutual agreements contained herein, the parties agree as follows:

1. Terms:

- a. Property: *Straight to the Point*, located at: 142 Micmac Drive, Bumpass, VA 23024
- b. Arrival Date: _____
Check-in shall be no earlier than 3:00 p.m. on the day of arrival.
- c. Departure Date _____
Check-out shall be no later than 10:00 a.m. on the day of departure.
- d. Gross rent: \$ _____
Lodging tax: \$ _____
Security dep.: \$ 1,000.00
Cleaning fee: \$ 215.00
Total due: \$ _____
- e. Permitted number of occupants: _____
- f. Permitted number of cars: _____

****** This property is to be used for family rentals and family events only. Weddings are not permitted on this property.**

2. **Reservation and payment:** A reservation shall only be confirmed upon Owner's receipt of the fully completed and signed original Agreement along with 50% of the total due, on or before _____, **2015-2016**. Payment shall be made by cash, check or money order sent to Owner at ***P O Box 5128, Glen Allen VA 23058-5128***. Owner may cancel the reservation if this Agreement and the required funds are not received by the date stated above. The balance of the total is due no later than thirty (30) days prior to the Arrival Date. If that amount is not received, the reservation shall be treated as a cancellation as set forth below. Owner is not required to provide additional notice of cancellation. Any reservation accepted by Owner less than thirty (30) days from the Arrival Date shall require payment in full by cash, certified or cashier's check. All returned checks are subject to \$100.00 returned check fee.

3. **Check-in and Check-out Procedures:** Check-in and check-out times are as stated above. Time is of the essence. Tenant shall vacate the property promptly, shall turn off all appliances and shall leave the Property in broom-clean condition as provided by this Agreement and by the Rules and Regulations incorporated herein.

4. **Cancellation:** All cancellations must be in writing. **NO AMOUNT PAID BY TENANT SHALL BE REFUNDED** unless the property is re-rented for the same rental period and same or greater rental amount. If the property is not re-rented, **NO AMOUNT PAID BY TENANT SHALL BE REFUNDED**, regardless of the reason for cancellation. Owner is not required to make additional efforts to re-rent the property, but if suitable and qualified tenants offer to rent the property, Owner shall accept the rental. If the property is re-rented, Owner may retain the difference between Tenant's total rent due as stated above and the amount actually received for re-renting the property, plus a **CANCELLATION FEE OF 15% OF THE TOTAL DUE**.

5. **Security deposit:** The security deposit shall be held by Owner pending inspection of the Property on or after the Departure Date. The security deposit shall not accrue interest. The security

_____ (Tenant's initials)

deposit, less any deductions for breach of this Agreement, damages, cleaning and/or other expenses as set forth in this Agreement, will be refunded by Owner within a reasonable time no less than thirty (30) days from the Departure Date. Any material breach of this Agreement by Tenant or Tenant's guests may result in the complete forfeiture of the security deposit.

6. **Family rental and use of the property:** Owner intends to rent to family groups only. A family group is defined as parents, children, grandparents and extended family members vacationing together. All non-family groups, including unmarried young adults, high school or college students and other unrelated individuals traveling in groups, are prohibited. The principal Tenant(s) signing this Agreement must be at least twenty five (25) years of age. The principal Tenant(s) signing this Agreement understands and represents that he/she will occupy the property during the entire rental term. Only the occupants listed above may occupy the property. Exceeding the occupancy limit, allowing undisclosed persons to occupy the property or any other misrepresentation shall result in termination of the rental without refund. **TENANT MAY NOT USE THE PROPERTY FOR ANY WEDDING, EVENT OR PARTY UNLESS TENANT HAS ENTERED INTO AN EVENT CONTRACT WITH OWNER.**

Make check out to: Jerold Schmeer

Mail to: P O Box 5128
Glen Allen VA 23058-5128

7. **Conduct of Tenants.** Tenants shall not cause damage to the property or disturb neighbors, permit a nuisance to be maintained on the property, commit any violations of law, or violate health codes or other applicable federal, state or local laws, ordinances or restrictions. All electrical, plumbing, sanitary, heating, ventilation, air conditioning and other fixtures, smoke detectors, lighting, appliances, and facilities on or about the property shall be used in a reasonable manner. Tenant shall be responsible for the actions of all guests and other persons on the property and shall not permit such persons to violate any of the terms of this Agreement. Tenant shall indemnify and hold harmless Owner from any liability, cost or damage resulting from any activities, actions, or non-actions by Tenant or others on the property, and Tenant shall pay all costs, including reasonable attorney's fees, incurred by Owner in connection with the same.

8. **Damage and Cleaning.** Tenant shall be responsible for all routine cleaning while on the property, and Tenant agrees to keep the property, inside and out, reasonably clean and free from trash, clutter and debris. **Tenant is responsible for stains on carpets. We ask that food and drinks be kept to the second floor and outside. All trash must be bagged; loose trash in outside trash receptacles can result in additional charges to the tenant.** Tenant is responsible for all damage due to misuse or overuse of the property. Tenant shall promptly inform Owner of any and all damage to the property, whether caused by Tenant or others. Tenant agrees that if the security deposit is insufficient to cover the costs of damages or cleaning, Tenant will promptly reimburse Owner for all costs and expenses incurred upon demand. **TENANT ACKNOWLEDGES THAT THE CONSTRUCTION OF THE HOUSE IS SUCH THAT DAMAGE, INDENTATION OR PUNCTURE OF THE EXTERIOR WILL CAUSE SIGNIFICANT AND PERMANENT DAMAGE. THEREFORE, TENANT AGREES TO AVOID AND PREVENT ALL CONTACT WITH WALLS AND COLUMNS.**

9. **Maintenance.** Owner shall maintain the property in working order. Tenant shall promptly inform Owner of any required repairs or inoperable equipment. Owner shall make repairs within a reasonable time of receiving notice. Owner, or owner's agent, may enter the property during the rental term to inspect the property or make repairs. Tenant will be charged all costs associated with unnecessary repair requests. Tenant is not entitled to a refund of any rent paid due to damage,

_____ (Tenant's initials)

defects or inoperable equipment. Tenant acknowledges that power outages may occur and that Owner is not responsible for any food loss or other damages incurred due to power outages, and Tenant shall not be entitled to the refund of any rent due to power outages.

10. **Owner's Personal Property.** Owner may mark certain property for personal use and may maintain a personal closet or areas locked and/or reserved for Owner's personal property. Tenant shall not attempt to access those areas, tamper with locks, or in any way use Owner's personal property. Tenant shall not tamper with or attempt to use any jet skis, boats or other power equipment stored at the Property.

11. **Linens.** Linens can be rented from owner. Please notify us 5 days prior to stay.

12. **Pets.** NO PETS ARE PERMITTED IN OR ON THE PROPERTY. Violation of this provision shall result in immediate termination of the rental without refund, and Owner will deduct an additional \$100.00 from Tenant's security deposit for pet cleaning, plus the cost of any damages.

13. **Refunds.** There will be no refund, rebate or reduction in rent due to mechanical failure, appliance failure, and interruption of utility service, errors in advertising or solicitations, or Tenant dissatisfaction with the property. Tenant assumes the risk of inclement weather, including the risk of hurricane evacuation. ***Travel insurance is recommended.*** No refunds will be given except as specifically stated herein. If Tenant is entitled to a refund, Owner will make the refund within a reasonable time no less than thirty (30) days from departure.

14. **Rules and Regulations.** Tenant agrees to comply with the Rules and Regulations attached hereto, which may be amended from time to time, and Tenants shall ensure that all guests comply with the same.

15. **Dock and Beach. WARNING:** Tenant acknowledges that the use of canoes, kayaks and any and all water toys, carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. All persons must wear life vests when in, on or around the dock, beach or lake. Never use canoes, kayaks or any water toys while under the influence of drugs or alcohol or if you are taking medications of any kind, or being treated for any illness... **Supervise children at all times to decrease risk of injury, death or drowning.**

16. **Decks and Railings. WARNING:** ONLY ADULTS MAY USE THE THIRD FLOOR BALCONY (LIMIT OF 4), AND TENANT AGREES TO PREVENT ALL MINORS FROM USING THE THIS AREA. Tenant acknowledges that use of the decks carries risk that may result in serious injury or death from falling and that decks and outside railings are unsuitable for children. Sitting on railings is prohibited. . No persons who are under the influence of drugs or alcohol are permitted to use the decks. Tenant agrees to **supervise children at all times to decrease risk of injury or death from falling.**

17. **Liability of Owner – Indemnification and Hold Harmless: DANGER:** There are many risks and dangers inherent to this lakefront property that could jeopardize both health and life. **TENANT HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF TENANT'S USE OF THE PROPERTY.** In consideration of being permitted to enter the Property for vacation rental or any other purpose, Tenant, for himself/herself, his/her heirs and personal representatives, guests, children and any other parties who could make a claim by or through Tenant, *acknowledges, agrees and represents that he/she has or will immediately upon entering, and will continuously thereafter,* thoroughly inspect the entire Property, and that Tenant finds and accepts the property as being safe and

_____ (Tenant's initials)

reasonably suited for the purposes of Tenant's use. Tenant further agrees and warrants that if, at any time, Tenant observes or is made aware of any potentially unsafe conditions or if he/she feels that anything is unsafe, he/she and all guests will immediately advise Owner and will leave the area thought to be unsafe. Tenant therefore WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Owner, its members, managers, agents or employees, for any and all loss or damage, and any claim or demand for illness, personal injury, DEATH, and/or property damage whether caused by negligence of Owner, natural conditions or otherwise. Tenant hereby AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS Owner from any loss, liability, damage or cost Owner may incur due to Tenant's use or occupancy of the Property, whether caused by the negligence of Owner, natural conditions or otherwise.

18. **Personal Property:** All personal property placed in or about the property by Tenant shall be at the sole risk of Tenant. Owner shall not be responsible for loss, damage, theft, or destruction of such property from any cause.

19. **Lock-outs:** Tenant shall maintain all keys and/or lock combinations to the Property and shall return the same to Owner or Owner's designated agent immediately upon departure. \$50.00 will be charged for each lost key, and Tenant shall be responsible for all costs of re-keying the locks if owner deems that it is necessary. If Tenant is locked out, \$75.00 will be charged to Tenant for key service.

20. **Reasonable Attorneys' Fees and Costs:** In addition to the provisions set forth above with respect to attorney's fees and costs, if Tenant's breach or noncompliance causes Owner to employ an attorney or collection agent, Tenant shall be liable for all collection fees, reasonable attorney's fees and other costs incurred by Owner.

21. **Applicable Law and Construction:** This Agreement shall be construed and governed by the laws of the Commonwealth of Virginia. The parties agree that venue for any dispute shall be in the appropriate courts in the City of Richmond or Louisa County, Virginia This Agreement constitutes the entire agreement between the parties. No other oral or written agreements, representations, or understandings have been made by either party. Any change, deletion, modification, or cancellation of this agreement must be in writing and signed by the parties. If any provision of this Agreement is held to be unenforceable or in violation of law, the remaining provisions shall continue in full force and effect. If Owner waives a breach or noncompliance by Tenant, such waiver shall not constitute a waiver of any subsequent breach or noncompliance, and all other terms shall continue in full force and effect.

22. **Unavailability, Damage or Destruction of the Property:** If the Property is destroyed or becomes uninhabitable prior to Tenant's arrival, Owner will refund all sums paid by Tenant. If the Property is damaged after the Arrival Date through no fault of Tenant such that it becomes uninhabitable, Owner shall refund rent on a pro-rated basis. Owner shall not be liable for any damages relating to trip cancellation or other incidental costs or expenses. Tenant's sole remedy is the return rent paid.

_____ (Tenant's initials)

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT AND VOLUNTARILY SIGNS as of the dates set forth below. Witness the following signatures:

Micmac Holdings, LLC

Owner/Agent: _____(Seal) Date: _____

By: _____

IF ANY TENANT IS MARRIED, BOTH SPOUSES MUST SIGN AND PROVIDE INFORMATION BELOW:

Tenant: _____(Seal) Date: _____

Printed Name: _____

SSN: _____

Address: _____

Phone: _____

Email Address: _____

Tenant: _____(Seal) Date: _____

Printed Name: _____

SSN: _____

Address: _____

Phone: _____

Email Address: _____

Tenant: _____(Seal) Date: _____

Printed Name: _____

SSN: _____

Address: _____

Phone: _____

Email Address: _____

Tenant: _____(Seal) Date: _____

Printed Name: _____

SSN: _____

Address: _____

Phone: _____

Email Address: _____

Make check out to: Jerold Schmeer

_____ (Tenant's initials)

Mail to: P O Box 5128
Glen Allen VA 23058-5128

_____ (Tenant's initials)

RULES AND REGULATIONS:

1. TO REPORT REPAIR OR MAINTENANCE ISSUES CALL (see list in activities book)
2. HEAT AND AIR CONDITIONING: Thermostats should not be set above 74 degrees when the heat is on, not below 65 degrees when the air conditioning is on. Upon departure in cool months, heat should be set at 62 degrees or air conditioning should be set at 72 degrees.
3. ACCESS TO THE THIRD FLOOR BALCONY IS STRICTLY PROHIBITED.
4. QUIET HOURS: 10 P.M. TO 7:00 A.M.
5. NO FIREWORKS ARE PERMITTED ON THE PROPERTY.
6. NO FIREARMS ARE PERMITTED ON THE PROPERTY.
7. NO SMOKING IS PERMITTED IN THE HOUSE. SMOKING IS PERMITTED OUTSIDE THE HOUSE NEAR THE RED POTS CONTAINING SAND. ALL CIGARETTE AND CIGAR BUTS SHALL BE DISPOSED OF IN SAID POTS. TENANT AGREES TO CLEAN THE POTS BEFORE DEPARTURE.
8. NO PETS ARE PERMITTED ON THE PROPERTY.
9. NO OPEN FIRES unless in designated area.
10. NO OPEN FLAMES (CANDLES, ETC.) INSIDE THE HOUSE.
11. NO CONTACT WITH EXTERIOR WALLS OR COLUMNS OF THE HOUSE.
12. NO GLASS CONTAINERS ON ANY DECK, PATIO OR PAVED OR CONCRETE AREA.
13. ALCOHOL MAY BE CONSUMED BY THOSE OF LEGAL DRINKING AGE ONLY. PLEASE DRINK RESPONSIBLY.
14. USE OF DOCK, BEACH, LAKE ACCESS AND ANY WATER TOYS IS AT THE RISK OF TENANT.
15. **Grills** Tenant may use the gas grill on the second level; tenant shall ensure that the grill is a minimum of four (4) feet from the house when in use. All other gas or charcoal grilling on wooden decks or within twenty feet of any structure on the property is prohibited. Open fires are permitted in the fire pit area only.
16. **Telephone**: The telephone may be used for local calls only. Any long-distance or other fees charged to Owner's telephone during the rental period will be deducted from Tenant's security deposit along with a fee of \$20.00.
17. **Lawn box**: Tenant may use items located in the lawn box and shall return all items to the box after use.
18. **Golf and other sports**: Tenant may not golf on the lawn. A mat is provided in the lawn box, which may be used for golf. In the event of any lawn damage or divots, Owner may deduct \$100.00 from Tenant's security deposit or the costs of repair, whichever is higher. No balls may be hit in the direction of the house. All other sports shall be played in a manner to avoid contact with the house.
19. **Quiet hours**: 10:00 p.m. to 7:00 a.m.
20. **Trash**: All trash must be removed from the Property and placed in plastic bags in trash receptacles. If all trash is not removed from the property, Owner may deduct \$50.00 from Tenant's security deposit or the costs of removal/cleanup, whichever is higher. All cigarette butts shall be cleaned from designated smoking areas. If all cigarette butts are not removed from the property, Owner may deduct \$50.00 from Tenant's security deposit or the costs of removal/cleanup, whichever is higher.

 (Tenant's initials)

Acknowledgment

Due to events in February, 2012, Owner deems it necessary to highlight certain terms of the foregoing Vacation Rental Agreement concerning occupancy limits:

Tenant(s) hereby acknowledges that he/she is aware of the following;

1. Tenant(s) hereby acknowledges that Owner intends to rent only to family groups and to individuals over the age stated in the Vacation Rental Agreement. Tenant certifies that he/she is in compliance with said terms;
2. Tenant certifies that he/she will not conduct a party or other event at or on the Property without the specific written consent of Owner;
3. Tenant is aware of the occupancy limit stated on Page 1 of the Vacation Rental Agreement;
4. Tenant is aware of the vehicle limit stated on Page 1 of the Vacation Rental Agreement;
5. Only listed tenants and occupants specifically disclosed on Page 3 of the Vacation Rental Agreement may enter upon or occupy the Property;
6. Tenant acknowledges that any invited or uninvited guests not disclosed on the Vacation Rental Agreement may be treated as trespassers and may be removed from the Property and prosecuted under applicable law;
7. Tenant acknowledges that he/she is responsible for the actions of **ALL** persons who enter upon or occupy the Property during the rental term;
8. Tenant acknowledges that ANY violation of these terms and conditions **may result in termination of the rental without refund and forfeiture of the security** Deposit regardless of the amount of actual damages incurred by Owner, but the same shall not limit Owner's right to recover additional damages or to any other remedy provided under applicable law.

(Tenant's initials)