

## Short Term Rental Agreement, Cancellation Policies and Rules

This Short Term Rental Agreement (the "Agreement") is made by and between ("Homeowner") and ("Guest"). For good and valuable consideration, is a legally binding agreement made and entered into as of the Reservation Date, the sufficiency of which is acknowledged, the parties hereby agree as follows: to the dates reserved on site, and written below.

**Dear Guest:** *Thank You for Choosing Soul of the Sea Rentals on Chincoteague Island for Your Vacation. The Homeowners Take Pride On Providing A Great Value For Your Vacation And Providing An Exceptionally Clean And Well-Furnished Home. We Trust Your Vacation Experience Will Be Enjoyable As You Are **Now On Island-Time**. Have A Pleasant Stay.*

**Provisions Provided by Owner:** Sheets, towels, toilet paper, tissues, paper towels, dishwashing liquid, sugar, cream, coffee, teas, spices, laundry detergent, etc. are provided by the Homeowner in quantities sufficient for a weekend stay. Additional provisions are the responsibility of Guest.

**Payment: 50% due to Reserve Rental. Balance is due 15 days prior to check in or cash upon arrival.** Acceptable payment methods are book on site/ Pay Pal to reserve and a personal check can be made to pay balance due as long as it is received 15 days prior to check in (made out to: Soul of the Sea Rentals), A \$75.00 fee will be applied to return checks. Last minute reservations (if available) are cash only before check-in. We do not wire money or accept money orders. Be aware of scams. Never, ever open an email from any company asking the client to open this link. Call owner with any questions.

**Security Deposit:** A security deposit of \$325.00 is required as part of the payment process. The deposit shall be refunded via check or direct deposit within 15 days of checking out provided no deductions are made due to:

1. Damage to the property or furnishings.
2. Extra cleaning.
3. Other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform contact info above immediately.

**Cancellation Policy:** It is recommended that you reschedule for alternate dates whenever possible rather than cancelling a reservation. If a reservation is rescheduled, all payments will be applied to the rescheduled dates. **(Note: We not responsible for fees charged to traveler through various booking sites)**. Travelers pay the service fee by credit card when paying through various booking sites checkout process. The service fee is a percentage of the total amount of the reservation, excluding taxes and refundable fees. The service fee is between 5-12% for most bookings but can be above or below, based on the reservation. We do not charge a service fee for bookings through our site.

1. **More than 30 days before the Check-in date:** If the reservation can be re-booked, no fees will occur. If the reserved dates cannot be re-booked a \$100.00 cancellation fee will be deducted from the deposit.
2. **Less than 30 days before the Check-in date:** If the reservation can be re-booked, no fees will occur. If the reserved dates cannot be re-booked there is no refund.
3. **If the Homeowner has to cancel:** A reservation prior to the check in date because of any unusual or unforeseeable circumstances a full refund will be given and/or another rental property of comparison will be provided upon guests' approval.
4. **Hurricanes, snow and storms:** If a mandatory evacuation is ordered by states or local authorities, we will work with you to reschedule your visit. If this happens during your stay a prorated refund will take effect of your rental charge or you can reschedule your visit and get an additional 8 hrs stay for free.
4. All rates and policies are subject to change without notice until reservation is confirmed.
5. To cover all contingencies travelers have an option to purchase travelers insurance.

**RENTAL RULES:** **Please Show Respect** to Homeowner and future Guests at all times. Guest agrees to abide by the Rental Rules at all times while at the property and shall cause all members of the rental party and anyone else guest permits on the property to abide by the following rules at all times while at the property.

) **Keep the property and all furnishings in good order:** Only use appliances for their intended uses. **Please use cookware as intended**, damage will incur fees or replacement. If you require additional cookware call representative and we will do our best to accommodate you.

) **Park in designated rental areas only.**

) **Housekeeping:** While sheets and towels are included in the home, daily housekeeping service is not included in the rental rate. If you would like daily housekeeping please inquire. Homeowners do not permit towels or linens to be taken from the home except for beach use.

) **Homeowner or Designated Representative Access:** If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice. Guest shall allow Homeowner or Designated Representative access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

) **All reservations must be made by person's age 25 years or older and provide id.**

) **Guest Responsibility: Any and all illegal activities are strictly prohibited:** You have a duty and responsibility know and to obey the lawful requests of this agreement, the homes of (Soul of the Sea llc.) and the laws of Chincoteague, Va. 23336 and the State of Virginia. Abiding to and continue the below acknowledgements: This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein. Any justified complaints filed with the police or sheriff against Guest may result in immediate eviction without notice. **A 10pm noise ordinance is enforced for Chincoteague Island.**

) **Smoking is only permitted outside of home:** Please do not stand at open doors or windows where smoke can enter home. All smoking materials must/will be disposed of properly. Please keep all cigarette butts in outside containers and not in the homes to avoid smoke odor. Any butts left on grounds will incur a cleanup charge of \$15.00. Smoking in the home will incur an additional \$200.00 cleaning charge **in addition** to loss off security deposit to clean walls, ceilings, steam all furniture and carpets. Thank you for your respect in this matter.

) **Pets are not allowed:** A \$200.00 cleaning charge **in addition** to loss off security deposit will be enforced. We love our pets but some guest and owners who stay here have serious allergies, also some pets mark spots, damage and smell over time is too costly. Fleas are also a huge concern. **Thank you for your respect in this matter.**

) **OCCUPANCY** Guest agrees that no more than 8 persons shall be staying at the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement. **By law and fire code restrictions maximum occupancy may not be ignored under any circumstances** and is cause for immediate eviction without notice.

) **CONDITION AND USE OF PROPERTY**, the Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. **Guest acknowledges that use of amenities such as grills, decks, beach equipment and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk. Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times.**

) **DEFAULT** If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

) **ASSIGNMENT OR SUBLEASE** Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement. ) **RISK OF LOSS AND INDEMNIFICATION**) Homeowners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

) **UNAVAILABILITY OF PROPERTY:** In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return unused payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

) **ADDITIONAL TERMS TO THE RENTAL AGREEMENT:** In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property.

**GENERAL PROVISIONS:** This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the **Commonwealth of Virginia**. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein.

**This Agreement must be signed.** Execution of a digital signature (a signed, scanned or image copy and email) shall be deemed a valid signature.

**In addition to signed contract please provide a copy of Driver License and e-mail both (signature page only and copies of DRV LIC)**

to: [asoulofthesea@gmail.com](mailto:asoulofthesea@gmail.com)

**THANK YOU! Check-in 4pm / Check out 12 noon**

The guest(s) acknowledge having carefully examined the Short Term Rental Agreement & Rental Rules & Cancellation Policies and further acknowledge that they understand and agree to the terms and conditions herein. **Must be 25 years of age to rent and must sign lease.**

Date of Reservation \_\_\_/\_\_\_/\_\_\_\_ \_\_\_/\_\_\_/\_\_\_\_ Number of Guest: Adults \_\_Children\_\_

Print Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Print E-Mail & Phone#: \_\_\_\_\_

Check Rental Name or Names when renting more than one home:

\_\_\_Sea Harbor, 6310 Chester Park Dr. \$179.00 per night, 2 night minimum

\_\_\_Sea Adventure, 7460 Memorial Park Dr. \$229.00 per night, 2 night minimum

\_\_\_Sea Heart & Soul, 7470 Memorial Park Dr. \$229.00 per night, 2 night minimum

Price per night in addition to a \$325.00 deposit+ \$85.00 cleaning fee + 11.3% transient tax.

Renter:Date\_\_\_\_\_ Sign \_\_\_\_\_

Renter:Date\_\_\_\_\_ Sign \_\_\_\_\_

*We would like to Thank and Honor our Military Service Members, active or retired with acceptable proof of military service ID card, a retired veteran ID card. 10% discount return with security deposit. Must be present with id to receive.*

Guest may be allowed to check-in 1-2 hrs early/ **Only if the rental is ready, must get approval.**

**Tina Howard (Representative) 757-694-5012, Emergencies Only 757-710-7075**

Mail: Soul of the Sea llc. / Att: Tina Howard P.O. Box 1239 Chincoteague, Va.23336. [www.asoulofthesea.com](http://www.asoulofthesea.com)