

**Dolphin Pass
Vacation Rental Agreement,
Rules and Regulations**

This agreement constitutes a contract between the signatory of this document, who is solely responsible for the actions of their family, invitees and guests (hereinafter referred to as RENTER), and Susan V. Boyle, the Owner of this vacation rental property (hereinafter referred to as OWNER). Please read thoroughly, sign and return to
Susan V. Boyle, 13205 Nandua Road, Painter, Virginia 23420.

If you have any questions, please call Susan Boyle at 757-442-7018, **We must have this Vacation Rental Agreement on file and signed by the named RENTER before admittance to your vacation rental home.**

A BREACH OF ANY OF THE TERMS MAY RESULT IN A FORFEITURE OF YOUR RIGHTS REGARDING THIS VACATION PROPERTY, INCLUDING LOSS OF RENT AND EVICTION FROM THE PREMISES IF THESE VIOLATIONS ARE NOT REMEDIED IMMEDIATELY TO THE COMPLETE SATISFACTION OF THE OWNER.

1. DEPOSITS- a \$500 REFUNDABLE security deposit is required to hold your reservation, and should be sent with this signed agreement. The rent, in full, is payable 30 days prior to the check-in date. A \$25.00 service charge on all returned checks will be assessed.
2. SECURITY DEPOSIT- As noted above is payable with cash or check. It may be used to reimburse owner for: Damage repair, broken or missing item replacement, Long distance phone call repayment, cleaning beyond normal parameters, late check-out, Keys not returned.
3. CANCELLATIONS- In the event of a cancellation of a confirmed rental for any reason, you must notify the OWNER in writing. If the property is re-rented for the original vacation rental agreement amount, RENTER will receive a refund of the deposit less 10%. If the property is not re-rented, no refund will be paid.
4. CHECK-IN time is 4pm on Sunday. Early check-in is not available.
5. CHECK-OUT time is 10am. Please observe this rule, as our housekeeping staff needs time to prepare for our next guests. A \$50.00 per hour late check-out fee will be deducted from security deposit if necessary. Upon leaving, please secure all windows and doors, wash dishes (DO NOT LEAVE DISHWASHER RUNNING UNATTENDED), remove all trash and place trash cans at the street curb. Please be sure Thermostat is set to 50 degrees when on the heat setting and 80 degrees on the cool setting. Turn off all lights to

conserve energy. Please remove all of your own food products from the refrigerator and take it with you. After removing linens from the beds, remake them as you found them. PLEASE LEAVE THE PROPERTY EXACTLY AS YOU FOUND IT. THIS IS OUR HOME, PLEASE TREAT IT AS YOU WOULD YOUR OWN. The necessity of extra cleaning will result in an extra cleaning charge, which will be deducted from your Security Deposit. OWNER is not responsible for any items left at the property. If asked to return items to you, they will be returned C.O.D.

6. FURNISHINGS AND EQUIPMENT- Your rental home is furnished for normal housekeeping with dishes, cookware, flatware, glasses and basic appliances. Also, mattress pads, pillows, blankets and bedspreads are provided for your comfort. Please DO NOT take these to the beach. GRILLING ON THE DECKS OR UNDER THE HOUSE IS STRICTLY PROHIBITED. Please grill on the concrete out front or in the back yard. A high-chair and Pack-n-play is also available. Please attend to the stains on bedspreads, mattress covers, upholstery or rugs when they occur. If you have no success in removing them, please leave a note regarding specifics for cleaning staff on kitchen bar.

7. Guests must furnish paper products, cleaning supplies, food items and linens. Please bring your own bath and beach towels and sheets. There are 2 queen mattresses, 2 full mattresses, 3 twin mattresses and a pull-out couch to a queen mattress. Be sure to pack any specialty items that you may require during your stay, such as porta-cribs, beach chairs, umbrellas, etc.

8. OWNER is not responsible for compensation of any part of rent due to failure of fixtures, appliances, or utilities resulting in short term inconveniences. All repairs will be attended to as soon as is reasonably possible. Please report any inoperative equipment as soon as possible to the OWNER.

9. RENTER represent themselves to be an adult 25 years of age or older. In addition, all permitted occupants of the house must be either (1) the renters named on the agreement (2) 25 years of age or older (3) direct descendants of the occupants (such as children, grandchildren), (4) direct ancestors of the occupants (such as parents or grandparents), (5) siblings of the occupants, and/or (6) a maximum of one additional person for each occupant, direct descendant, direct ancestor or sibling of the occupants. The persons occupying the rental house must be the same as those signing the agreement (Sub-leasing or parents renting for their children under the age of 25 is NOT allowed). NO STUDENT GROUPS OR HOUSE PARTIES OF ANY KIND. If occupants do not comply with this paragraph, renters and occupants will be refused entry and will not be entitled to a refund of any rent payments made.

10. RENTER is responsible for all damages occurring to the cottage, its grounds or furnishings, during RENTERS occupancy, which resulted from negligence of Renter or

Renter's party. Cost of repair or replacement will be deducted from security deposit. However, forfeiture of security deposit will not relieve RENTER of responsibility for the costs of such damages or loss in excess of the amount of the security deposit.

11. LIABILITY- RENTER shall defend, indemnify and hold the OWNER of the property harmless from and against any claim, expense or damage to any person or property in or upon the premises or any area allocated to or used by RENTER or its invitees, arising out of RENTER'S use or occupancy of the premises.

12. RIGHT OF ENTRY- OWNER reserves the right to enter the premises at all reasonable hours of the day for the purpose of inspection, whenever necessary to make repairs and alterations to the premises, or to show to prospective renters, workmen or contractors, with advance notification to the RENTER whenever reasonably possible.

13. TELEPHONE- NO LANDLINES ARE LOCATED ON THE PROPERTY.

14. KEYS- If you have lost or misplaced the keys to the cottage, you must notify OWNER before using force to enter. A fee of \$10 will be deducted from security deposit to make duplicate copies of lost keys in addition to any locksmith fees. Please return key to the owner within 14 days or a fee of \$10.00 per key will be deducted from security deposit.

15. HOUSEKEEPING- The cleaning rate for your rental cottage is based on an average time taken to complete the general cleaning. Please be sure to attend to the check-out list in addition to cleaning excessive spills in the oven and refrigerator/ freezer, empty BBQ grill, replace all furniture to original locations. Failure to do so may result in cleaning charges billed at \$20 per hour deducted from security deposit.

16. LOCKED CLOSETS- contain owner's personal property. Please respect these locked closets. They are NOT included as part of your rental.

17. FIREPLACE is available during the winter rental season only and may not be used while the air conditioner is running.

18. REFUNDS- cannot be made due to inclement weather or mechanical failure of equipment. Report problems as soon as possible and every effort will be made to remedy the situation as soon as possible. However, we cannot control the weather and recommend trip insurance. Visit InsureMyTrip.com for details.

19. No fireworks are to be held or used on the property. There should be no excessive noise or disturbances. Keg beer is not allowed on property regardless of age of guests. If police are called to the property because of complaints, RENTERS are subject to immediate eviction and forfeiture of all rent and fees.

20. Sorry, NO PETS of any kind are allowed.

21. Absolutely NO SMOKING. If you smoke outside (not on the decks), please extinguish all cigarettes and dispose of them properly (not in the yard) to prevent a fire hazard and keep the grounds clean.

22. Please make a copy of this contract and keep for your records.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT. I AGREE TO THE TERMS LISTED HEREIN.

(SIGN AND DATE)