

**Cape Charles Vacation Rentals
Terms and Conditions
Rental Agreement and Cancellation Policy**

This Rental Agreement (Agreement) between Cape Charles Vacation Rentals (CCVR) and the undersigned renter (Renter) takes effect upon booking the reservation and acknowledgement of both the Rental Agreement and receipt of the first required payment. We do not hold properties for later reservation as this may result in the loss of income for the individual property owner.

Cancellation fees will be charged as follows: For any cancellation that is more than 30 days prior to the check in date, there will be a 100% refund. For any cancellation that is less than 30 days prior to the check in date, there will be a minimum 50% cancellation charge. If the cancellation occurs less than 15 days from the check in date, no refund will be made.

This Agreement acknowledges that you understand and accept the terms and conditions of the rental. The Renter for the purpose of this Agreement is both the principal for himself or herself and the agent for all persons using the rental property under the terms of this Agreement. It is the duty of the Renter to make all persons who will use the rental property aware of the terms of this Agreement.

Please make sure you have checked our seasonal schedule and booked accordingly, i.e. Saturday to Saturday during season. No reservation is secure until we have acknowledged the Rental Agreement and the first required payment has been made.

The first payment is one half of the total rental charges if the reservation is made more than 30 days prior to the check in date and is a down payment towards the total cost of your vacation rental. The remaining balance is due 28 days before the check in date. For reservations made within 28 days of check in, the entire total of rental charges is due at the time of the reservation.

The Renter of the property must be 25 years of age or older and must stay on site. No property will be turned over for rental to anyone under 25 years of age.

Any checks returned for insufficient funds will be assessed a \$100 processing fee plus sales tax in addition to any charges that you might incur from your financial institution.

All reservations are tentative until confirmed by payment of the first scheduled payment in the form of credit card. Tentative reservations will be cancelled after 5 business days unless confirmed by payment of the first scheduled payment.

Property Protection Waiver (required) for vacation rentals (\$42.00) is automatically added to each reservation and is included in the total quoted price. The **Property Protection Waiver** is not optional. It covers accidental damages to the unit or its associated contents up to \$750.00. This **Property Protection Waiver** does not cover damages by unauthorized pets, willful or gross negligent behavior, theft, or breach of policy or rental agreement that results in damages. You will be liable for charges of this nature and they will be charged to the credit card on file for the rental.

Hurricane or storm policy – No refunds will be given as the result of the authorities issuing either voluntary or mandatory evacuations resulting from Tropical Storm/Hurricane Warnings. **We suggest you consider obtaining trip cancellation and travel insurance.**

Weddings, receptions, or unauthorized events that exceed the number that a property sleeps are not allowed on properties managed by CCVR without prior written approval from CCVR, approval may be contingent upon additional fees above and beyond the published rental rates as provided in writing by addendum to this agreement. Such events and additional fees are handled on a case by case basis. Remedial actions for violation of this policy include but are not limited to immediate eviction of renters and their guests and liquidated damages of not less than 50% of the total contractual rental agreement and forfeiture of the rental deposit. No refunds of any kind will be made under the circumstance of eviction for violations of this agreement.

Maximum occupancy not to exceed the maximum advertised occupancy. If the number of persons occupying the property exceeds the maximum number listed on the reservation, you will be asked to scale back your group or be required to vacate the property at the sole discretion of CCVR. No refunds will be made as the result of eviction.

Pet Fees vary for pet friendly properties. Please advise us if you are bringing a pet. Some properties do not allow pets. If you do not abide by these rules, you will be required to vacate the property immediately. No refunds will be made as a result of eviction. We cannot guarantee that pets have not been in properties. We are not liable for nor will we provide refunds to anyone who has reactions from pet allergies.

No smoking allowed. Smoking is not allowed in or on the porches of any of the properties managed by CCVR. Failure to comply with this rule will result in forfeiture of the entire security/damage deposit.

This Agreement terminates if premises are destroyed or rendered unfit to be occupied by fire or other casualty.

CCVR will not be responsible for theft, vandalism, damage or destruction of Renter's or guests' personal property.

Appliances, TV's, A/C's, Pool Heaters etc. are not guaranteed. Repairs will be scheduled upon notification of failure. However, we are at the mercy of the contractors available. No refund or discounts will be made upon failure of equipment.

Bunk beds may be a hazard. Care should be taken in determining if a child should be allowed to sleep in a top bunk. Bunk beds are not designed for adults.

If the property has land line phone service, no long distance calls are to be made from a rental property except by credit card or calling card.

We provide linens and towels for use within the units only. Please bring your own beach and pool towels. Advise other members of your party of the same.

Please report any damage or maintenance issues as they occur at the property during your stay so that we may schedule repair. CCVR, its agents or contractors may require entry to the premises to make necessary repairs.

The Renter is responsible for all financial obligations incurred and all money due for the rental including any fines levied by Home Owner's Associations or local authorities. Renter is responsible for enforcement or communication of Rental Terms and Conditions to all within their party.

Check-In Time is after 4:00 PM Eastern Time. Early check-in may be allowed but must be confirmed by CCVR via email.

Check-Out Time is no later than 10:00 AM. We regret that we can make no exceptions during peak season. You will be required to drop off the keys at the CCVR Office, 307 Mason Av., Cape Charles, VA 23310 or return them to the lockbox on the property as instructed. **Late check outs will incur a charge of \$50.00 for every hour or part thereof after 10 a.m. A \$25 assessment will be charged to Renter's credit card on file for each key not returned.**

Disclaimer and Release of Liability. Renter acknowledges that if the property being rented has a swimming pool, spa/hot tub, bicycles or kayaks, that their use carries an inherent risk including serious bodily injury or death to Renter, Renter's family, children, guests, or invitees and the Renter agrees to hold harmless CCVR and its employees and agents, for personal injury, including death, that arises out of their use.

Non-Waiver of Enforceability. The failure of either party at any time to enforce any provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement at that time or thereafter and shall not prejudice each party's right to enforce provisions at any subsequent time.

Venue and choice of law. The venue of any legal proceeding involving this Agreement shall be Northampton County Courthouse, Eastville, Virginia. All rights and remedies hereunder are cumulative and not alternative. This Agreement constitutes the entire contract and no waivers or modifications shall be valid and goods and/or services are accepted without expressed or implied warranties unless written herein at the date of booking. The laws of Virginia shall govern any dispute or lawsuit associated with this agreement.

This Agreement constitutes the entire Agreement and understanding between the parties hereto, except for where this Agreement explicitly refers to external documents, policies, procedures, direction from staff or laws, and incorporates any and all understanding and agreements reached by them. This Agreement shall not be modified except by an amendment or new agreement, in writing, of like dignity, duly executed by Renter and approved by CCVR. **If a provision of this Agreement is held invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.**