

RENTAL POLICIES

PLEASE READ THE "RENTAL POLICIES" CAREFULLY. BY SIGNING YOUR CONFIRMATION PAGE AND RENTAL POLICIES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE INFORMATION PROVIDED WITHIN THE "RENTAL POLICIES" AND ALL POLICIES AND PROCEDURES.



- Your Confirmation Page and Rental Policy Agreement will be emailed to you. Please study the information carefully for accuracy. Your reservation will be considered confirmed once the required deposit and signed documentations are received.
- **You must be at least 24 years of age or older to reserve, sign any documentation and gain entry to the Rental Property.** The signatory must be staying at the rented Property for the entire duration of the rental time. Upon payment of the deposit and signing any document with Canaan Realty, you are attesting to be at least 24 years of age or older, the responsible rental party and to inform all members of your party of the "Rental Policies and Procedures."

Canaan Realty is not liable for unforeseen circumstances such as unsuitable weather, availability of tourist attractions, acts of God, war, government regulations, threats or acts of terrorism or similar acts, travel advisories, disasters, strikes, lockouts, work stoppage or other restrains of labor (partial or general), civil disorder, curtailment of transportation facilities, necessary and essential construction or renovations of our Properties, allergic reactions brought about by the environment, or any other cause beyond the control of Canaan Realty.*

- A credit/debit card must be on file with Canaan Realty upon making your reservation. Canaan Realty reserves the right to automatically charge the credit/debit card on file for any additional charges or fees due to violations of the "Rental Policies and Procedures," damage acquired during your stay or any delinquent or un-paid balances to Canaan Realty.
- **WINTER DRIVING:** Canaan Realty does not make any guarantee for weather, road or ski conditions; therefore no refunds will be given for bad roads or poor ski conditions. Roads and driveways are routinely plowed, but always come to the mountains prepared for winter conditions and mountain terrain. A 4-wheel drive or front-wheel drive vehicle with winter tires and even tire chains are recommended for winter travel. Always check you weather forecast before driving to/from the mountains.*
- **Air conditioning** is normally not needed here in our mountain climate so most of our Rental Properties do not have A/C. If it is provided, it will be listed in the description as an amenity.
- Owners and Canaan Realty have the right to enter and inspect the Property during your occupancy and make repairs to its fixtures, appliances, furnishings, and facilities. Canaan Realty is a vacation rental agency and can only assume the responsibility for providing you with your lodging.
- **NO SMOKING POLICY:** All Properties are NON-SMOKING facilities. Smoking inside a Property will result in a charge up to \$350. Smokers should plan to smoke outside and are expected to clean up after themselves. Failure to clean up the area before departing will result in additional charges. DO NOT throw burning cigarettes, cigars, coals, etc. out windows, onto grounds, etc. Fire Danger is very high in the mountains so do your best to avoid starting forest fires.
- **Keys** will not be released without complete payment and all signed documentation. Please note: Any keys not signed back in to the office will result in a \$25 fee, which will be automatically charged to the card on file.

OFFICE HOURS

Canaan Realty is open Monday -Friday from 9am to 5pm (EST). Saturday and Sunday from 9-Noon. Please call the Canaan Realty office 304-866-4400 during business hours. You may view our Rental Properties anytime at www.canaanrealty.com.

RESERVATIONS and DEPOSITS

All reservations are subject to an administrative fee, 6% WV sales tax and 6% Tucker Co. lodging tax. Rates posted on our website DO NOT include tax and fees. Please confirm your total with our Reservation Staff. HOLIDAYS: Holiday rate apply to Christmas, New Years, President's Weekend and Martin Luther King weekend.

- **RESERVATIONS MADE:**
 - More than 30 days prior to arrival: Initial payment of fifty percent (50%) of the total amount is due at the time the reservation is made. The remaining balance is due 30 days prior to arrival.
 - Less than 30 days prior to arrival: The total amount is due at the time the reservation is made.
- Reservations can be paid by Certified/Personal Check, Money Order or major bank Credit/Debit Card. Checks will NOT be accepted within 14 days of arrival. When paying by check or money order, please include the reservation number and make payable to Canaan Realty. A \$30 fee will be assessed to all returned checks.
- No reservation will be held without the required payment total.
- **FINAL PAYMENT:** Final payment is due 30 days prior to arrival. If final payment is not received by the specified date, the reservation is subject cancellation and forfeiture of deposit paid.

CANCELLATIONS

- All cancellations are subject to a \$50 cancellation fee.
- Cancellations made more than 30 days prior to arrival will be issued a refund for the amount paid (less the \$50 cancellation fee).
- No cancellations or changes will be accepted less than 30 days prior to arrival. If you must cancel 30 days or less prior to arrival, it will result in forfeiture of the full rental amount.*

DAMAGE TO RENTAL PROPERTY

- Upon arrival, immediately make note or call our office to report any damages found. Each unit is inspected by our staff prior to your arrival and after your departure.
- Any damage, lost keys, trash left at unit, additional cleaning to the unit/hot tub, etc. not covered by the Accidental Damage Protection is the responsibility of the Signatory and will be subject to automatic charges to the card on file. Charges will depend upon the circumstance. You will be notified if any problems/reasons are found by our staff that results in additional charges.

CHECK-IN PROCEDURES

- Check-In is at the Canaan Realty office located at Mirror Lake on Route 32/Appalachian Highway **after 4pm**.
- No one will be granted access to the Rental Property without the required documentation signed by the person whose name is on the reservation.
- Canaan Realty offers early check ins when possible, however you must call the office. An additional fee may be required.
- No refunds will be given for delayed Check-Ins.
- Upon taking occupancy of the Rental Property, it is the tenant's responsibility to report any damages found upon entry.

LATE ARRIVALS

- Check-Ins arriving after 5pm will be considered a "Late Arrival".
- Late arrivals must be fully paid and Canaan Realty must have your signed documentation on file.
- Late Arrivals will need to contact us at 304-866-4400 for special arrangements to pick up your keys.

CHECK-OUT PROCEDURES

- Check-Out is 10am.
- Tenants are required to bring all keys back to the Canaan Realty office upon departing the Property. (A \$25 fee will be automatically charged to the card on file for any key that is not returned upon Check-Out.)
- Please make sure the following items are completed prior to departure to avoid extra charges:
 - **Please note: Your stay includes a basic standard cleaning, to avoid extra cleaning charges please follow the list below and/or on the refrigerator of the home you are staying in.**
 - Trash must be bagged and taken to the dumpster provided by the HOA where you are staying. If there is not a dumpster provided where you are staying; please bring your trash to the shed across the parking lot of the Canaan Realty office. Dumpsters are provided for guests staying in Old Timberline, Woods End, Talheim Village, Northpoint and Beaver Ridge/Pines Units. Failure to follow the trash disposal instructions will result in an additional fee (\$25/bag fee), which will be automatically charged to the card on file.
 - Empty and wipe out the refrigerator and cupboards of all items you brought with you.
 - Load and start the dishwasher; the dishwasher may be left running. Do not store and leave dirty dishes, utensils, etc. in cabinets/drawers.
 - Wash and dry all towels used; the dryer may be left running for the last load.
 - Strip all used bed sheets and place linens in the laundry area; please do not leave linens near baseboard heaters.
 - Leave all furniture, TV's, VCR'S/players, DVD's/players, knick-knacks, etc. arranged as you found them.
 - In cold weather, please turn thermostats to 55°F and off in warm weather.
 - Make sure all fires are no longer burning before departing the Property. Only then, can you close the flue upon departing. Remove ashes and dispose of them. **If ashes are still hot, please leave them in the fireplace.**
 - If you used the grill, please be sure to clean it for the next renter.
 - If the Property is not left in acceptable condition or requires excessive staff time to return the Property to its original condition, an additional cleaning fee (\$85 *minimum fee*) will be will be automatically charged to the card on file,.
 - Please do a final walk through to check that all doors and windows are closed and locked and all lights are off.

You may also refer to the "Check-Out Instruction" sheet posted on the refrigerator in the Property. If you have further questions, you may call our office at 304-866-4400 for assistance.

OCCUPANCY

- Our Rental Properties are privately owned and occupancy is limited to family oriented groups only. Sororities, fraternities and non-chaperoned groups are strictly forbidden. Reservations made under false pretenses will be evicted and lose all monies paid.
- The homeowner sets the occupancy limit for each Property. These limits are stated on our website and on the confirmation page that are sent to each tenant. The maximum occupancy limit for each Property must be observed. Any party exceeding this number will be evicted immediately with loss of all monies paid.

INDEMNIFICATION AND HOLD HARMLESS

Guest(s) shall assume sole responsibility for themselves and for every member or guest of their party, as follows:

- Guest(s) shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person arising out of or in any way related to Guest(s) use of the premises, amenities, facilities or equipment located on premises. Guest agrees to release, indemnify and hold harmless Canaan Realty and owner from and against all liability for injury to the person of the Guest, to any member of his party resulting from any cause whatsoever. This indemnification specifically includes, but is not limited to, use of any fireplace, grill, fire pit, swimming pool, hot tub, jet tub, hiking trail, or boat, canoe, raft, tubes or other recreational equipment of any kind or nature that is available on the premises.
- Guest(s) shall be solely responsible for any property damage, accident or injury to any person or loss sustained by any person arising out of or in any way related to Guest(s) use of community property, amenities, facilities or equipment located in the private community where the premises are located. Guest agrees to release, indemnify and hold harmless Canaan Realty, owner and the community association from and against all liability for injury to the person of the Guest, to any member of his party resulting from any cause whatsoever. This indemnification specifically includes, but is not limited to, use of any clubhouse, picnic area, tot lot/playground, park, open space, hiking trail, bike path, swimming pool, pond, lake, river/lake access, beach, dock, tennis court, basketball court, or any other amenity, facility, equipment or other community property of any kind or nature.

PETS

- **DOGS ONLY, NO EXCEPTIONS, are allowed in Properties designated as “Pet Friendly.”** These Properties are marked on our website as an amenity. We allow only house broken dogs – No cats or other animals are allowed. Tenants found with pets in Properties that are not designated “Pet Friendly” or found having pets other than dogs will be evicted immediately with loss of all rental monies.
- There is an additional nonrefundable pet fee (\$50/ dog per stay).
- **Please Note: Pet Limit**
 - **Pet Friendly Condos and Townhomes: One small house broken dog**
 - **Pet Friendly Houses/Properties: No more than two medium sized house broken dogs**

LOST & FOUND

Canaan Realty is not responsible for personal items lost/left at the Rental Property or during your stay. Found items will be returned only by request and charged at prevailing shipping rates to be paid by the Rental Customer. Items not claimed after 30 days will be donated to a local charity.

FURNISHINGS & AMENITIES

Each Property is individually owned and reflects the taste and style of each owner. Every effort will be made to ensure that our descriptions, rates, and amenities are accurate. However, we cannot be held responsible for changes made by owners to furnishings, rates, and equipment or for printing/typing errors.

- Hot tubs, TVs, VCRs, DVDs, Grills, etc. are furnished as a courtesy by the owner and are not guaranteed. Charcoal grills may have to be substituted for gas grills. Our Properties are well maintained and clean, but understand that these are unique and intricate Properties, which just like your own, experience a wide variety of unexpected breakdowns. We want you to have a wonderful vacation and enjoy yourself, which is why we make every effort to remedy unpleasant situations and correct any problem you might experience in a timely manner.
- Please notify us promptly if you experience inoperative equipment or other problems.
- Please understand that emergencies take precedence. You can expect courteous and professional staff to help remedy the situation; however refunds will not be issued due to malfunctioning equipment or other guest dissatisfaction.
- Due to the remoteness of our location and inability to obtain replacement parts quickly; immediate servicing of malfunctioning units is not always possible.

EQUIPMENT

- All Properties are fully equipped with glassware, dishes, coffee maker, toasters, pots/pans, utensils, dishwashers, microwaves and laundry machines.
- There is a starter supply of toilet tissue, detergent and trash bags; these items are not intended to last your entire stay.
- All Properties are equipped with a telephone for local calls. Calling cards can be used for long distance calls. If the telephone service is interrupted please contact Canaan Realty, Inc.

- Linens are provided at no extra charge. Linens include sheets and pillow cases for all beds, towels, wash cloths and dish cloth/towels. These linens will be in your unit upon arrival. Extra linens are also provided for Sofa Beds. If you use extra linens you are responsible for washing, drying, folding and putting them back in the closet you retrieved them from. If you fail to follow the procedure to use of extra linens, there will be additional fee (\$25 minimum charge), which will be automatically charged to the card on file.
- Firewood is NOT provided in our rentals. You can purchase firewood at our office or at local area stores.
- Hot tub use is at tenants' own risk.

MAINTENANCE REQUESTS

- Every effort will be made to keep each Property and its equipment in good working condition. Should a difficulty arise during your stay, we will make every effort to have the item repaired as quickly as possible. We ask for your patience and understanding in these circumstances; however **no refunds will be issued for mechanical failures.**
- If you are having a maintenance issue outside normal business hours (9am-5pm), please call the office at (304) 866-4400 and follow instructions on the machine.
 - Non-emergency calls will be addressed the following day.
 - Emergency maintenance calls include: No heat, no electricity, no water or water leaks
Please call (304) 866-4400
 - Unnecessary maintenance calls may incur additional charges and include cases where there is no mechanical malfunction and misrepresenting a non-emergency maintenance issue as an emergency maintenance issue.
 - **If you are having a medical emergency please call 9-1-1.**

WOOD BURNING FIREPLACES

Wood burning fireplaces require careful attention. Please DO NOT build large fires, this can cause the glass doors to break.

- Open flue when using fireplace.
- Firewood is not provided for the home. You can purchase firewood at our office or at local stores.
- **The fire MUST be completely out before departing.** Only then, can you close the flue.
- If the ashes are cool, you are required to remove them in the ash-bucket provided with each wood burning fireplace. If the ashes are still warm, please leave them in the fireplace.

GAS FIREPLACES

Read and carefully follow the instructions provided for each gas fireplace. Fireplaces may be hard to light if instructions are not followed properly.

- If the instructions do not work, then repairs may be necessary.
- DO NOT rearrange or remove the gas logs under any circumstances.

AVAILABILITY FOR NEXT YEAR

Canaan Realty offers you first choice, when possible, for re-booking the **same Property** for the **same time next year**. Pre-reservations are only **Tentative**. You **must** re-book for the next year upon departure.

- A twenty-five percent (25%) deposit of the total amount will be due within 30 days of departure.
- An additional twenty-five percent (25%) payment of the total will be due no later than 120 days after initial deposit.
- The remaining fifty percent (50%) will be due no later than 30 days prior to the arrival date.

RENTAL PROPERTIES REMOVED FROM RENTAL MARKET

From time to time Rental Properties are sold or become no longer available on our rental market. We will make every effort to relocate you to a comparable Property. This is beyond the control of Canaan Realty and as such, Canaan Realty does not assume any liability associated with the loss of any Rental Properties. We will make every effort to contact you as soon as possible to notify you about any changes.

LAKE PRIVILEGES AND USE OF COMMUNITY PROPERTY

All tenants of Canaan Realty have free use of Mirror Lake, a five acre swimming and fishing lake with a sandy beach area, dock, canoes and paddleboat.

- NO PETS ALLOWED at Mirror Lake, unless you are staying in one of the Properties at the Lake.
- Mirror Lake is only offered for use during office hours, unless you are staying in one of the Properties at the Lake.
- Tenants staying in Old Timberline (any Property located beyond the Guard House) also have use of the Spruce Island Lake, Sand Run Lake, Wood Pond and Trout Pond. Life jackets are required on ALL lakes. Canoe paddles and life jackets are available on a limited basis; therefore, we suggest you bring your own.
- For fishing, you will need to bring your own poles, bait, etc. You are not required to have a WV Fishing License to fish in Mirror Lake, Spruce Island Lake, Wood Pond and Trout Pond.
- The private communities in which the rented premises are located may offer amenities and facilities for use by residents, which amenities and facilities are owned, maintained and controlled solely by the community association. These may include, but are not necessarily limited to a clubhouse, picnic area, tot lot/playground, park, open space, hiking trail, bike path, swimming pool,

pond, lake, river/lake access, beach, dock, tennis court, basketball court, and other areas or facilities. Use of community property by Guest(s) and any member or guest of their party must conform to the rules of the community, which are provided as an addendum hereto where applicable. Guest(s), for themselves and for any member or guest of their party, acknowledge that community property is available solely on a "use at your own risk" basis, and that the user of community property shall at all times remain solely responsible for his/her own safety.

CUSTOMER SERVICE POLICY

We try our best to make your stay as enjoyable as possible; you can expect to be treated with respect and courtesy. We ask the same treatment in return. Canaan Realty reserves the right to refuse entry to any Property or evict from any Property anyone who in any way verbally or otherwise abuses or harasses a Canaan Realty staff member. Anyone guilty of such violation will be evicted immediately by local law enforcement and will forfeit all rental monies.

Information contained herein is believed to be reliable, but is not guaranteed. Rental offerings are made subject to errors, omission, price changes, prior sale/rental, or withdrawal without notice. These Rental Policies whether online or in print are provided as an informational tool. Canaan Realty is not responsible for lost or stolen property or liable for accidents, illnesses or the treatment thereof directly or indirectly related to your stay in any of the Properties managed by this company. This agency reserves the right to refund deposit and all rental monies, refuse rental or discontinue occupancy if, in the agents opinion, tenant is detrimental to the Property or tenant(s) party violates any rules and regulations set forth by Canaan Realty or the Homeowner's Association (if any). If you have any questions about our Rental Policies, please call us at 304-866-4400 or 800-448-0074 / Daily 9am to 5pm.

Signing this agreement constitutes a contract, namely:

- Acceptance of all terms, conditions, policies, and procedures detailed therein, including the payment and rental terms found on the preceding pages.
- Acceptance of full financial responsibility for late departure, any loss of inventory, excessive Property/Hot Tub cleaning, damage or repairs due to abuse or neglect for the Property occurring within the duration of your stay.

TENANT'S SIGNATURE: _____
%BookingID% %TenantName% %PropertyName%

DATE: _____

CANAAN REALTY'S



SIGNATURE: Executive Broker