



Peabody's LLC trading as Peabody's 'Hip Little Stay' Virginia Rental Agreement:

THIS AGREEMENT MUST BE SIGNED AND RETURNED WITHIN 10 DAYS of the date of reservation, only if you made your reservation over the phone.

Terms and Conditions:

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property, through Peabody's LLC trading as Peabody's 'Hip Little Stay' (hereinafter "Peabody's), does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

CANCELLATION:

All cancellations must be received in writing via email. NO PHONE CALLS ACCEPTED FOR CANCELLATIONS.

Due to lack of availability which requires us to turn guests away once the suite is blocked out, cancellations received less than 30 days prior to arrival will result in 100% of the total rental amount being forfeited. (This includes cancellation of additional paying guest fees, "Wow" breakfast fees, changing dates, and bicycle rentals, et al.). "No shows" will be charged 100% of the total rental rate.

Rates are subject to change without notice.

We always suggest that you purchase travel insurance for added financial protection in cancellation situations where we are unable to refund payments. Refunds and coverage issues will be based and determined solely by Peabody's. **Guest is not entitled to any claim against Peabody's arising out of Guests inability to complete his/her vacation plans for any reason outside of the control of Peabody's.**

ONLINE RESERVATION:

Guests have agreed to terms and condition by checking the box during reservation process. If reservation was not made online and agreement is not returned within allotted time frame, reservation may be canceled at sole option of Peabody's. Guest understands and agrees that advance rental payments paid by Guest will be disbursed to Peabody's shortly after its receipt and Guests do hereby expressly agree and consent to disbursement of the advance rental payment.

AGREEMENT OF RULES:

Guests agree to abide by all rules and regulations contained therein related to rental of the Rental Property. Guest obligations include, but are not limited to, keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the rental property and remainder of the premises that Guests use. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. If Guests breach of any duty contained in this paragraph shall be considered material and shall result in the TERMINATION OF GUEST OCCUPANCY WITH NO REFUND OF ANY KIND.

PAYMENTS AND DEPOSIT:

Reservation is made with full payment at time of reservation. Agreement may be canceled by the sole option of Peabody's. Payments may be made by phone or at website. All policies contained in this Agreement shall apply equally to payments made by credit card or cash. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction.

OCCUPANCY:

In no event shall more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Peabody's and Owner, occupy the Rental Property. Additional guests not previously approved will incur a \$100 per person, per night additional charge. No fraternities, school, civic, house/keg parties or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guests hereby acknowledge and grant specific permission to Peabody's to enter premises at any time for inspection purposes should Peabody's reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Peabody's access to Rental Property for purposes of maintenance and repair.

VISITORS:

All visitors to your rental property must be reported to Peabody's LLC trading as Peabody's 'Hip Little Stay' and must be approved by the owner of the property. Overnight visitors will be charged according to our extra person fees as stated in our policy. Day visitors must leave the property by 10:00pm.

PETS:

This is a NO PET property and having a pet is grounds for expedited eviction and forfeiture of all monies paid and a non-declared pet charge of \$25.00 per pet, per night or any portion thereof at Peabody's sole option will automatically be charged to the credit card on file. Any soiled areas/excessive pet hair in the rental property will require an additional \$100.00 pet cleaning fee and will be automatically charged to the credit card used for the reservation.

VACATION RENTAL DAMAGE:

Unintentional damages to the rental unit interior that occur during your stay need to be disclosed to management prior to check-out. Any damages that exceed \$100.00 will be estimated, notice given and charged to the credit card on file. If, during your stay at Peabody's a registered guest causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the registered primary guest is responsible.

Please contact us immediately upon check in if you find any damages.

INOPERABLE APPLIANCES:

No refunds will be provided due to inoperable appliances, hot tub, gaming equipment, etc. Hot tubs may need to be drained prior to check in. Please allow 6 to 10 hours for hot tub to reheat to approve temperature. Although Peabody's will make every reasonable effort to assure that such appliances will be and remain in good working order equipment will break down without notice and is out of our control. No refunds will be given due to power blackouts, water shortage, road conditions, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by Page County officials due to hurricanes or other potentially dangerous situations arising from acts of God or nature.

Please report any non-functioning appliances as soon as possible.

LEFT ITEMS:

A \$20.00 fee, plus shipping cost, applies to any Lost and Found items that PEABODY'S is requested to return to Guests. Items found and not claimed within 30 days will be disposed of at the discretion of Peabody's.

HOT TUB:

Hot Tub is prepared and tested for proper and safe chemicals by Peabody's prior to or on the day of occupancy. Misuse of tub by the spilling of foreign substances into the pool/Spa, i.e. Soaps, alcohol/beverages, oils, glass or metal will result in a \$100.00 Service Call Charge plus any additional fees such as: filter replacements, jets, parts, etc. This fee will automatically be charged to the credit card on file and you will be notified via email along with pictures. Under no circumstances are pets allowed in pools/hot tubs. Violation of this provision shall be grounds for expedited eviction. Guest agrees not to hold Peabody's responsible for any illness or injury caused by the use of a pool or hot tub.

Hot tub rules are posted on the property and must be adhered too.

LINENS/TOWELS:

Guest are responsible for lost or damaged items at the cost of two (2) times the published standard rental price for damaged/lost linens/towels. Linens must be used at all times.

UNINHABITABLE PROPERTY:

In the event Peabody's is unable to make Rental Property available for any reason other than described above as determined by Peabody's, guest agrees Peabody's sole liability as a result of this unavailability, is to provide a full refund of all monies paid under this agreement. Guest expressly acknowledges that in no event shall Peabody's be held liable for any special or consequential damages, which result from this unavailability. Guests of Peabody's also agrees to indemnify Peabody's from and against liability for injury/illness to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the hot tub, bicycles, fire pit, etc.

BREACH OF TERMS:

Peabody's may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

OUTDOOR SAFETY:

I/We understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property, water tubes, kayaks, canoes, bicycles, and land. I acknowledge and accept that the sole responsibility for safety lies with the guest participant. In agreeing to this, I acknowledge that outdoor, mountain, water, and camping activities and exposure to the natural elements and animals. Life around Peabody's can be dangerous and sometimes result in injury and even death. Riverbanks, streams, steps and decks can be slippery. Animals, insects, and plant life can threaten and infect or injure. Exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping/outdoor/water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity. Peabody's is not responsible for low water conditions of rivers/lakes/fishing ponds due to drought conditions. During summer months water sources may grow a greenish algae bloom that is not harmful to aquatic/human life forms.

ERRORS AND OMISSIONS:

We have put forth every effort to insure that the information on www.peabodysluray.com (or brochure) is accurate. However, we cannot be held responsible for errors or omissions on our web pages (or brochure), bed arrangements and equipment, or changes in prices. Changes may have been made to the property or its contents subsequent to the publishing the webpage or brochure. Rates subject to change without notice.

NEW CONSTRUCTION:

New construction may be taking place near rental property. We cannot be responsible for homes that may be under construction next to or near the vacation rental. New construction may be near Peabody's and alter the views from homes. Please realize that this is a matter beyond our control. Refunds or substitutions cannot be made.

ISSUES:

If upon check in or during your stay you experience any maintenance or housekeeping issues, please call Peabody's as soon as possible so that we may have the opportunity to correct any issues. *We cannot properly address issues if you wait to report them after you have checked out.* We do not consider refunds based on complaints/issues that are not reported upon check in or early during the stay.

SPECIAL USE of PROPERTY:

The use of the Premises is restricted to use by you and your family, unless both parties agree in writing to occupancy by a non-family group or for a special event. A Special Event is defined as any limited gathering, both in time and scope, of individuals at Peabody's greater than the legal occupancy for an intended purpose such as a wedding, family reunion, birthday celebration, etc. Peabody's considers you hosting a special event without Peabody's prior consent or knowledge a material breach of this Agreement. In that instance, you agree to immediately pay an amount equal to the Special Event Fee. You should contact Peabody's directly for more information.

FIRE PIT:

Cannot be used when there is a burn ban issued by the county of Page or the State of Virginia. Do not light fires during high winds. No refunds are offered for these reasons for loss of this amenity. Do not throw trash and glass into fire pit.

CONDUCT:

Occupancy and use of premises shall not be such as to place the property in danger of damage or to disturb or offend neighbors. No parties/kegs, excessive speeding through neighborhoods, riding of ATVs or Off Road Motorcycles/Dirt Bikes, excessive noise and/or obnoxious behavior, discharging of Firearms, or Fireworks, etc. Peabody's the prerogative to terminate this Agreement /Contract and to demand that disruptive Guests vacate the premises, thereby forfeiting all rental fees to Agents.

No illegal drugs/use at rental property.**PAYMENT METHODS:**

We accept all major credit cards through PayPal and cash for deposit and balance payments. No personal checks are accepted.

I am over the age of 18 (and assume responsibility for those in my charge under the age of 18.) I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children/guest and myself in my charge and when renting any Rental Property/equipment and engage in activities or events at my own risk. Any reservations made under Peabody's under false pretenses will result in loss of advance payments and possible removal of guest from rental unit.

I will abide by the rules and accept these rental conditions:

- 1) The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occur during my rental period. You will incur an additional \$100.00 cleaning fee for not leaving the Rental property in the same condition as you the renter have found it upon arrival. The renter at Peabody's so agrees to incur an additional fee of \$100.00 for moving of any furniture at the property and will be charged to the credit card used to complete the reservation. Any additional cleaning fees will automatically be charged to the credit card on file.
- 2) I agree to hold harmless and to indemnify Peabody's LLC trading as Peabody's 'Hip Little Stay' and the property owner against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers. The undersigned or to any minor child or children in the charge of the undersigned, how so ever rising, whether by act or acts or failure to act of the employees, owner or animals Peabody's of the said company or property owner or not.
- 3) I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Peabody's LLC trading as Peabody's 'Hip Little Stay' immediately 540-742-0696) and further agree that the owner of the property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.

4) I enter into agreement freely with the property owners at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for the minor children and myself in my charge.

5) All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations. Absolutely no hunting or discharge of firearms, discharge of bows and arrows or crossbows, discharge of air rifles or BB guns/Paint Guns, discharge of weapons of any sort. No fireworks allowed on the property.

This Agreement shall be enforced under the laws of the State of Virginia, including the VA VACATION RENTAL ACT, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the County within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Peabody's shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.

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Please only scan the last page back to us with names and signature and keep the others for your records. Help us save a tree!

Dates reserved _____

Names of all guests staying at this property (please include any guest that may visit this property):

_____	_____
_____	_____
_____	_____
_____	_____

Renter's Signature

Print

Date

THANK YOU for VACATIONING with Peabody's!

Sincerely,

Judy Peabody, Owner
Peabody's LLC trading as Peabody's 'Hip Little Stay'
540-742-0696
peabodysluray@gmail.com
www.peabodysluray.com

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