

# 1.

## HELTON CREEK CABIN LEASE

The cabin is located at 11605 Highlands Parkway, Whitetop, VA 24292.  
Cabin phone number is 276-388-3302 (unlimited long distance plan)  
NO 411 calls Cabin Manager: Savannah Ham - 276-388-3731

1. CHECK-IN-TIME is after 3 p.m., and CHECK-OUT-TIME is by 10 a.m. (*Early check-in and late check out is accepted when available and with prior approval.*)
2. NO SMOKING allowed in cabin. (Please take your butts with you!)
3. NO PETS
4. We do NOT rent to vacationing students.
5. DAMAGE/SECURITY DEPOSIT- We WILL NOT charge a damage/security deposit, however, we will put a “Hold” of \$200 on a valid credit card account, and expect you to care for our home as if it were your own, with conditions a. to g. being met. We would like to continue to offer this benefit, but please understand any damages incurred during your stay will be charged to you.
  - a. No damages to the cabin or its contents beyond normal wear and tear.
  - b. No charges were incurred due to contraband, pets or collection of rents or services rendered during the stay.
  - c. All debris, rubbish and discards were bagged and placed in the trash box at street. Soiled dishes are placed in the dishwasher and cleaned. All soiled linens and towels are put on the floor in laundry room. Only 1 set of linens per bedroom allowed. If you soil a set during your stay, please wash and remake your bed with the same set. You will be charged a \$25 fee for extra linens that have to be washed.
  - d. All keys were left in a designated place, and cabin doors locked.
  - e. All charges accrued during the stay were paid prior to departure.
  - f. No personal property belonging to owners was lost or damaged.
  - g. No early check-ins or late check-outs (without prior approval)

## 2.

**6. PAYMENT** – 1/2 of the rent is required for weekly rentals plus any other fees. We accept, credit/debit cards. The **BALANCE OF RENT** is due 30 days before your arrival. Short term rentals require the **FULL** amount of rent, and all other fees when making your reservations.

**7. CANCELLATIONS** – A sixty (60) day notice is required for cancellation. Cancellations made more than sixty (60) days prior to the arrival date will incur no penalty *except* if deposits were made via credit card. All credit card cancellations are subject to a 5% cancellation fee or \$50 whichever is greater. Cancellations or changes that result in a shortened stay, that are made after 60 days of the arrival date, forfeit the full advance payment and any other fees. Cancellation or early departure does not warrant any refund of rent or deposit. You may choose to purchase travel insurance separately. See item number (19) of this contract.

**8. MONTHLY RESERVATION CANCELLATIONS** – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

**9. MAXIMUM OCCUPANCY-** (8) The maximum number of guests in main cabin is limited to six (6), and two (2) in bunk cabin. (small children under age 2 not included)

**10. THIS PROPERTY REQUIRES A TWO (2) NIGHT MINIMUM STAY.** LONGER MINIMUM STAYS may be required during Holidays and Race Weeks.

**11. NO DAILY MAID SERVICE** – Linens, bath towels, and dish towels are provided in the cabin. (You may pay for maid/cleaning service)

**12. RATE CHANGES** – *Rates may change without notice.* (Until reservation has been booked)

**13. FALSIFIED RESERVATIONS** – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

**14. WRITTEN EXCEPTIONS** – Any exceptions to the above mentioned policies must be approved in writing in advance.

### 3.

- 15. PARKING** – Parking is limited to three (3) vehicles without prior approval. Vehicles must park in designated parking areas only.
- 16. STORM POLICY/ROAD CONDITIONS** – No refunds will be given for storms. Mountain roads can be curvy and steep. Gravel drives are well maintained, however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions.
- 17. HELTON CREEK CABIN** is privately owned. The owners are **NOT** responsible for any accidents, injuries, illness or death that occurs while on the premises. The owners are **NOT** responsible for the loss of personal belongings or valuables of the guests, nor are we responsible to return any *left behind* items. 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 premises.
- 18. FIREPLACE:** Our cabin is equipped with a propane gas log fireplace in the family room. Fireplace may *not* be used during the summer months as it would conflict with air-conditioning. Guest(s) will be responsible for replacement or repair of fireplace if damaged during their stay. Fireplace is to be used only if the guest(s) are present in the cabin. The fireplace pilot light will be turned off during the months of May-August. Our cabin has an outdoor fire-pit for which we provide firewood. Feel free to burn any deadfall or branches on the ground, but **DO NOT** cut or damage any live trees or you will be charged.
- 19. TRAVEL INSURANCE:** We highly recommend you purchase travel insurance. If you wish to purchase travel insurance, go to [www.InsureMyTrip.com](http://www.InsureMyTrip.com) for details and to purchase.
- 20. WATER AND SEPTIC:** The cabin receives its water from a natural underground spring, and held by a 650 gallon reservoir. Even though it's pure, it still goes through a filtering system. Our septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products or baby wipes may be flushed at anytime. If it is found that feminine products were flushed and clogs the septic system, you could be charged damages up to two hundred dollars (\$200.00). During a drought, we ask that you please conserve water.

**4.**

**By Signing Below, I agree to all terms and conditions of the 4 pages of this lease agreement, and hereby give my permission to charge my credit card for the amount due, I have read my rights to purchase travel insurance.**

**LEASEE: \_\_\_\_\_ Date \_\_\_\_\_**

**LEASEE: \_\_\_\_\_ Date \_\_\_\_\_**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Manager or Owner**

**If you wish to use a credit card for this rental, please provide the following information**

**Name on Credit card:**

\_\_\_\_\_

**Credit card billing:**

**Address:** \_\_\_\_\_

**City** \_\_\_\_\_ **,State,** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Type of Credit Card: Master Card/Visa**

**Credit Card Number** \_\_\_\_\_

**Exp date** \_\_\_\_\_

**3 digit code on back** \_\_\_\_\_

**I hereby give permission to charge my credit card for the amounts due.  
By Signing Below, I agree to all terms and conditions of this agreement.**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_