

**Cozy Cove Cottages**  
**Hillbilly Heaven, Rocky Top, Cozy Cove**  
**Hidden Acres, and Riverview Cabin**  
**Rental Agreement**  
**Phone: 540-778-1600**  
**Cell: 540-742-2333**

**Dear Guest,**

**Please print your information (as it appears on your credit card), sign below and FAX TO: 1-540-298-4648, or email to [randallalger@aol.com](mailto:randallalger@aol.com)**

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Cell#/Phone:** \_\_\_\_\_

**Number of: Adults** \_\_\_\_\_ **Children:** \_\_\_\_\_ **Pets:** \_\_\_\_\_

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**Name of Cabin:** \_\_\_\_\_

**Check In:** \_\_\_\_\_ 3p.m. **Check Out:** \_\_\_\_\_ 11 a. m.

**Total Rent:** \_\_\_\_\_

**Sales & Lodging Tax (9%)** \_\_\_\_\_

**Total:** \_\_\_\_\_

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This signed Agreement will confirm your rental of the Cozy Cove Cottages cabin named above. When returning the signed agreement, you must provide a copy of your DRIVER'S LICENSE with a clear picture of the person listed on the rental agreement. Failure to send both the signed rental agreement along with a copy of your driver's license will void your reservation, failure to return signed agreement does not release parties from any item of the rental agreement. Upon receipt of signed contract direction to the cabin, cabin telephone number, and key code for the door will be emailed or phoned to you.

A 50% deposit will be required at the time of booking although full payment will be accepted as well. Any remaining balance due must be paid no later than thirty (30) days prior to arrival. An automatic attempt to collect the remaining balance from the credit card will be conducted thirty (30) days prior to the arrival date stated above.

**CHECK IN: 3:00 PM. CHECK OUT: 11:00 AM. Please DO NOT attempt to check-in earlier than 3:00 PM. Non adherence to these times will be subject to an additional day charges.**

1. **Cancellations and Changes:** There will be a 25% cancellation charge with a minimum 30 days notice. Deposits and fees for reservations cancelled or changed less than 30 days prior to your arrival date are non-refundable. Refunds are not provided for nights removed less than 30 days prior to guest arrival. Only the guest named on the rental agreement may cancel or make changes to a reservation. Any changes to reservation dates after a cabin has been reserved will result in a \$45.00 change reservation fee. Rates are subject to change prior to confirmed bookings.
2. Bookings are based on 2-guest occupancy per bedroom. Additional guest beyond 2 are charged \$25 per person per night. Total number of guests must be paid for at time of reservation. Any additional guest must be added to reservation and paid for 7 days prior to arrival. Any undeclared guest on property will result in an additional guest charge of \$300 per day.
3. Housekeepers clean each cabin thoroughly prior to guest arrival we do not offer daily maid service. A starter set of linens, towels, toilet paper, and paper towels is provided. Sheets and pillowcases must be used at all times. Upon arrival, please report any damages or housekeeping issues. No soaps, lotions, or shampoos are provided and are the sole responsibility of the renter.
4. It is agreed that the cabin will be left in a neat and orderly manner as it was upon your arrival. In the event of the need for excessive cleaning a \$150.00 fee will be charged to the credit card of the guest named on the rental agreement. ALL items on the check out rules must be completed, if not completed you will be charged the excessive cleaning fee. Please note that hot tub covers are fragile and have a replacement cost of \$350.00.
5. **NO FIREARMS, BB guns, or pellet guns permitted on the property. No hunting or discharging of firearms permitted.**
6. **NO SMOKING** is permitted in the Cozy Cove Cabin. Please do not throw butts in the yard.
7. Campfires are permitted at the Riverview Cabin ONLY.
8. **Hot Tub Rules** are posted within the vacation rental property and must be adhered to. Misuse of hot tub by the spilling of foreign substances into the tub, i.e. alcohol, soap, shampoo, oils, glass or metal will result in a \$150.00 service call charge. Under no circumstances are pets allowed in hot tubs. Violation of this provision shall be grounds for expedited eviction. Please leave the bromine floater in the hot tub at all times. There are health risks associated with the use of hot tubs-use with discretion and at your sole responsibility. **DO NOT STAND ON THE HOT TUB COVERS**, they will break. Please when not using the hot tub, leave the cover on so the hot tub will stay warm and debris will stay out. Please shower before using the hot tub as some body lotions/etc. mixed with the hot tub chemicals can cause a rash on your skin. Cozy Cove Cottages assumes no responsibility for any occurrence associated with hot tub usage.
9. The cabins (Hillbilly Heaven, Cozy Cove, and Hidden) are equipped with a gas fireplace that is to be used on during the fall and winter months at the renter's sole discretion. Use of the gas fireplace is the sole responsibility of the renters and Cozy Cove Cottages assumes no liability for any injuries, or damages that can occur with the use of these fireplaces.
10. All garbage is to be placed in bags, and then placed in the trash bins/cans provided.
11. Cozy Cove Cottages performs regular maintenance and makes every effort to keep all amenities in good working order. As in any home, appliances, hot tubs, A.C and heating units, satellite TV, fireplaces, etc. may malfunction on occasion and while we cannot offer refunds or discounts for such malfunction, we will make every effort to correct any deficiencies as soon as possible. All maintenance issues are to be reported immediately.
12. We will do everything we can to make sure your cabin is ready for you. Any damages or problems not reported by the tenant upon arrival will be charged to the tenant. As in any home malfunctions occasionally happen, and no refunds will be issued for early departure due to malfunctions in equipment (i.e. hot tubs, televisions, stereos, VCRs, DVD, or kitchen appliances.) or any weather conditions.
13. No refunds will be provided or given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations, or other potentially dangerous situations arising from acts of God or nature.
14. Cozy Cove Cottages is not responsible for lost or stolen items. Please be sure to take all personal belongings with you at departure. Cozy Cove Cottages is not responsible for any items left behind.
15. During winter months, four-wheel drive or chain-equipped vehicles should be considered. We do not offer discounts or refunds if you are unable to arrive to your unit because of weather conditions.
16. Any undeclared pet(s) found in or about the premises will result in an undeclared pet charge of \$500.00 per pet per week (pro rated for shorter stays on a per day costs of \$125.00) An additional pet cleaning fee of \$150.00 will be charged for any soiled areas within the rental property. Fees will be charged to the credit card of the guest named on the rental agreement.
17. Guests agree to abide by all rules and regulations contained within the rental agreement for the rental property. Guests obligations include but are not limited to keeping the premises as clean and safe as the condition of the premises permit and causing no unsafe condition on or within the premises. Guests agree not to use the premises for any commercial activities or purposes that violates any criminal law or governmental regulation. Breach of any duty contained within this contract shall result in immediate termination of guest occupancy, and **NO REFUND** will be issued.
18. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site and rental confirmation letter., without prior approval from Cozy Cove Cottages. No fraternities, school, civic, or other non-family groups are allowed unless prior approval has been granted. 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 Cozy Cove Cottage to enter premises at any time for inspection purposes, should there be reasonable belief that Guests are causing or have caused any damage to rental property. Guest further agrees to grant Cozy Cove Cottages access to Rental Property for purposes of maintenance and repair.
19. **LINENS/TOWELS:** Guests are responsible for lost or damaged items at the cost of two (2) times the published standard rental price for such damaged lost linens/towels.
20. In the event of damage, or lost/missing items the named party in this agreement will be charged two (2) times the value of the items lost/missing, or damaged.
21. In the event Cozy Cove Cottages is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Cozy Cove Cottages, Guest agrees Cozy Cove Cottages sole liability as a result of this unavailability is to provide a full refund of all monies paid under this agreement and Guests expressly acknowledges that in no event shall owners and Cozy Cove Cottages be held liable for any special or consequential damages which result from this unavailability. Guests also agree to indemnify owners and Cozy Cove Cottages from and against all liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as result of use of the phone, hot tub, fireplace, appliances, etc.
22. Cozy Cove Cottages 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.
23. I understand the rules and conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept the sole responsibility for safety lies with the participant. I acknowledge that outdoor, mountain, water, and

camping activities and exposure to the natural elements animals can be dangerous and sometimes result in injury and even death. Riverbanks, streams, steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I understand that alcohol and/or drugs do not mix with any outdoor activity. Furthermore, I agree that:

“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, guests and myself in my charge and when renting any Rental Property, equipment and engage in activities or events at my own risk.

“I agree to hold harmless and to property owner and Cozy Cove Cottage against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dweller, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts for failure to act of the employees, owners, or animals of the said company or property owners or not.

“I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Cozy Cove Cottage property owner immediately at 540-778-1600 or 540-742-2333and further agree that the owners 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.

“I enter into this 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.

“ All parties agree to and will comply with Federal, Sate, and County pollution laws and any other applicable laws and regulations, Absolutely not hunting or target practicing is allowed on the Rental Property..

This agreement shall be enforced under the laws of the State of Virginia, including the VIRGINIA 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 deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Cozy Cove Cottage shall conduct all brokerage activities in regard to the Agreement without respect to the race,, religion, sex, national origin, handicap, or familial status of any Guest. Cozy Cove Cottage reserves the right to refuse rental to any person(s) or group.

24. Things you want/need to bring: bottled water, tin foil, soap/shampoo, extra trash bags, insect spray, flashlight, extra toilet paper/paper towels, beach towels, etc.
25. The undersigned tenant agrees to the conditions mentioned above, and credit card billing for any damages:

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

**Print Name:** \_\_\_\_\_

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