

RENTAL AGREEMENT

Shaffer's Cove Condominium Unit #2 at 13705 Anna Point Lane,
Mineral, Virginia 23117

This is an **AGREEMENT** made this _____ day of _____, 20__ by
and between Gary and Kim Wright, hereinafter referred to as Owner, and

_____ hereinafter referred to
as Occupant.

WITNESSETH:

1. THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Owner hereby leases to Occupant and Occupant rents from Owner, upon terms and conditions herein set forth, the certain property known as the Shaffer's Cove Condominium Unit #2 at 13705 Anna Point Lane, Mineral, Virginia 23117, for the term commencing at 3:00 p.m., Saturday, _____, 20__ and ending at 11:00 a.m., Saturday, _____, 20__.

Total rent is \$_____. First installment of \$_____ due now includes \$_____ Reservation/Security Deposit and \$_____ one-half total rent. First payment should be received 14 days after reservation in order to confirm dates. The final payment is due 30 days before check-in date. The \$25 per day pet fee, if applicable, is also collected with final payment.

2. **PAYMENT** - Payments shall be sent to: Gary & Kim Wright, 4417 Wakefield Chapel Road, Annandale, VA 22003.

3. **RETURNED CHECKS** - Occupant agrees to pay Owner a handling charge of \$35.00 for any check returned for insufficient funds or any other reason.

4. **SECURITY DEPOSIT** - Occupant has paid, or before occupying the premises agrees to pay, the sum equal to \$_____ as security for the faithful performance by Occupant of his obligations hereunder. In the event of any breach or failure of occupant, the Owner shall have the right to use and apply the said security deposit in the manner provided herein and permitted by law. Within seventy-two (72) hours following termination of the tenancy, Owner shall make a final inspection of the premises. If Occupant has faithfully performed his obligations, paid all rent and other charges due Owner, returned all keys and left the premises (including all fixtures, facilities and appliances) in the same condition as when premises were occupied, except for reasonable wear and tear and normal depreciation, the Owner shall immediately return the amount of the security deposit to Occupant. If Owner has made any deductions from security deposit, all of said deductions shall be fully itemized in writing to Occupant.

5. **DEFAULT** - If the rental amounts and deposit are not paid as requested, or if any checks are returned by Occupant's bank unpaid (for any reason), Owner may, at his option, void this Agreement. If so voided, Owner will give immediate notice to Occupant.

6. **RATE CHANGES** - Rates subject to change without notice.

7. **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.

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

9. **CANCELLATION** - A thirty (30) day notice is required for cancellation. Cancellations that are made more than thirty (30) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 30 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.

10. **AMMENITIES** - The premises are rented furnished, and are equipped with the following appliances: oven, washer/dryer, microwave, toaster, coffee maker, 32" color T.V. with DVD/VHS players and remote control, DISH TV, telephone, patio table and chairs & charcoal grill.

11. **DAMAGE** - Occupant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, air conditioning and other fixtures, facilities and appliances in the premises, and Occupant shall be responsible to repair them at his expense for any damage caused by his failure to comply with this requirement.

12. **DAMAGE/THEFT** - Occupant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities and appliances) or permit any person to do so, whether known by the Occupant or not, and Occupant shall be responsible for any damage caused by his failure to comply with this requirement.

13. **PETS** - Occupant shall not keep pets on premises without written consent or Owner. If written consent is granted, the following pet(s) of noted size, age and breed may be kept on the premises: _____ with a \$25 per day pet fee, paid in advance. The attached Pet Lease Agreement is incorporated herein and is a part of this Rental Agreement.

14. **PARKING/DOCKING** - 3 vehicle parking spaces are provided with the rental of Unit #2. Please park in the appropriately marked spaces. A private boat slip is also provided with this rental. Boats up to 32' or jet skis should be docked in the slip marked #3 (Not #2).

15. **CONDUCT** - The Owner shall give the Occupant quiet enjoyment for the term of the lease. The Occupant agrees to conduct himself and to require others on the premises with his consent to conduct themselves, whether known to Occupant or not, in a manner that will not disturb his neighbors' peaceful enjoyment of their premises. The Occupant further covenants and agrees that he will not use nor permit to be used the premises for any improper, illegal, or immoral purposes, nor will he use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner.

17. **KEYS** - The Occupant agrees not to make any copies of keys to the premises and upon termination of this lease, the Occupant shall surrender all keys to the premises. Owner shall not be responsible for the protection of Occupant from violent or criminal acts, on or off the premises.

18. **PERSONAL PROPERTY** - All personal property placed in the leased premises, or in any other portion of the property on which the premises is located shall be at the sole risk of the Occupant or the parties owning the same, and the Owner shall in no

event be liable for the loss, destruction, theft, or damage to such property unless caused by or resulting from negligence of the Owner, or his employees.

19. **TRASH REMOVAL** - Occupant must remove trash from the house and place it in the trash receptacle provided in the parking lot.

20. **OCCUPANCY** - Capacity of the condo is limited due to the size of the septic field. There is a maximum occupancy of six (6) people in the 1 bedroom condominium. Additionally, day visitors must not exceed ten (10) for the condominium. Exceeding these limits will cause extra wear and tear on the septic system (both parties agree to this) and Owner may, at Owner's option and as liquidated damages, cause forfeiture of deposit, termination of lease without refund, and/or for the septic tanks to be pumped at Occupant's expense.

21. **AGE RESTRICTION** - Occupants under 21 years of age must be accompanied by a parent or adult guardian for the duration of the rental contract.

22. **RECOURSE** – Violation of any terms of this Rental Agreement including the Rental Rules and Regulations will void this Rental Agreement and be grounds for immediate eviction and waiver of all payments and deposits.

23. **RULES & REGULATIONS** – The attached Rules and Regulations are incorporated herein and are a part of this Rental Agreement.

24. **JURISDICTION** - Owner and Occupant agree that in the event of any litigation with respect to this Rental Agreement the proper forum for such litigation shall be Spotsylvania County, Virginia. In the event that Owner uses an attorney to enforce this Agreement, Owner is entitled to collect reasonable attorney's fees in addition to rents, damages, and other charges due from Occupant.

THIS RENTAL AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless put into writing and signed by all parties hereto. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and/or assigns. Parties signing this Agreement shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. Time is of the essence in all matters.

Witness the following signatures and dates:

Occupant

Date

Owner

Date

2 November 2006