

**LEASE AGREEMENT**

**THIS LEASE**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between The Hensley Family, owners of Papa Bear's River Cabin. Owners address: 306 North 3rd. Street Shenandoah, Virginia 22849 and, hereafter called "**Lessor**" or "**Owner**" and \_\_\_\_\_, **whose address is** \_\_\_\_\_ and **whose telephone number is** \_\_\_\_\_. hereafter called "**Tenant**".

**WITNESSETH:**

The Lessor hereby leases to the Tenant for a term to commence at 3 o'clock p.m. on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ and to terminate at 11 o'clock a.m. on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ at a certain farmhouse located at and described as \_\_\_\_\_ for a rental sum of \$\_\_\_\_\_ payable in advance in accordance with the hereafter stated terms.

**TENANT DUTIES**

(1) Tenant agrees to keep the Premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Lessor in writing of the need of replacement of or repairs to a smoke detector(s), and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

(2) Cancellation. In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less a cancellation fee equal to ten percent of the total rent amount if the Premises are re-rented on the terms set forth herein. If the premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder. In the event the premises are re-rented for less than the original amount of ten percent of the original rent and less any amount necessary to make full payment to the owner.

(3) Indemnification and hold harmless; rights of entry; assignment; number of occupants. Tenant agrees to indemnify and hold harmless the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the gross negligence or willful act of the owner, or the failure of the owner to comply with the terms of its lease agreement. Tenant agrees the owner may enter the Premises during reasonable hours to inspect the Premises to make such repairs, alterations or improvements thereto as owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenants shall not assign this Agreement or subject the Premises in whole or part without written permission of owner. The maximum

number of people who may use the premises during the rental period shall not exceed the maximum number of occupants allowed by local health department regulations. And in any event not more than \_\_\_\_\_ persons.

(4) Pets. Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's regulations.

(5) Payments. The rent, tax, reservation advance rental payment, balance of rent and other charges are indicated on face of agreement. Half of rental sum will be due upon making reservation. This may be sent to the owner with the signed lease agreement. Payment must be certified or cashier's check, or money order or by PayPal. Make checks payable to owner.

(6) Keys. Two sets of keys are available for the before mentioned rental. There will be \$50 service fee per key charged to Tenant for lost or unreturned keys.

(7) Surrender of Premises. Tenant(s) covenants and promises to surrender the premises in as good and the same condition as at the commencement of the rental period, reasonable wear and tear excepted; and to reimburse owner(s) the amount, including reasonable attorney's fees, of all other damages.

(8) Appliances/Maintenance. There will be no rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area nor maintenance problems. False or unwarranted maintenance repairs called for by tenant will be billed to tenant. Owner, upon being notified of any malfunction, will make every reasonable effort to have any such appliance or air conditioner promptly repaired.

(9) Clean-up or repair. The parties hereto, agree that the owner, or employees for the purpose of clean-up and repair may enter the premises at 11 AM on the date the rental period terminates and may remain on the premises until 3:00 P.M. on the date that the rental period commences. Tenant(s) agrees to surrender the possession of the premises hereby leased at the expiration of the rental period peacefully and without delay.

(10) Personal property. All personal property of the tenants on said premises shall be and remain his sole responsibility and risk, and the owner(s) shall not be liable for any damages to or loss of such personal property arising from any acts of negligence of the owner or any other persons, not from the leaking of the roof, or from bursting, leaking or overflowing of water, sewer or steam pipe, or from heating or plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the owner(s) be liable for any injury to the person of the tenant(s) or other persons in or about the premises, the tenant(s) expressly agreeing to save the owner(s) harmless in such case and events.

(11) Telephone use. If telephone service is available, tenant(s) may use the same free of charge for all local calls. All long distance calls must be placed collect or charged to tenant(s) Credit/Calling card.

(12) Check-in, check-out. Tenant agrees that rental commences no sooner than 3:00 PM on the date indicated on the face of this lease. No early check-ins allowed to permit ample cleaning time. Key(s) to rental cabin will be furnished at check in, provided that the total amount due to owner has been received. Tenant agrees to vacate the premises not later than 11:00 AM on check-out day, remove all trash and place in proper outside receptacles, leave rental in a clean, orderly manner and return key(s) to owner or leave in the cabin as pre-arranged with tenant.

(13) Disputes. This lease shall be governed by and interpreted in accordance with the law of the Commonwealth of Virginia. Any action relating to this agreement shall only be instituted and prosecuted in courts in Virginia. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.

(14) Buyer Casualty. In the duration of the rental period, if the building is so damaged by fire, without fault or negligence of the tenant, such that it is rendered wholly unfit for occupancy and cannot be repaired within forty-eight (48) hours, then this lease shall terminate as of the date of such casualty and tenant shall pay the rent apportioned to the time of the casualty. If such injury or casualty can be repaired within forty-eight (48) hours thereafter the owner may enter and repair and the lease shall not be affected except that the rent shall be suspended during repairs.

(15) Disclaimer of Warranties. The tenant understands and agrees that there are no further, other or additional warranties, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise, hereunder or as a result thereof that extend beyond the description of the face of the lease agreement and are not expressly stated herein.

No fraternity, high school or college student groups are allowed. I.D.'s must be furnished upon request. Absolutely no house parties are allowed. Violation of the above is grounds for immediate lease termination and or eviction without refund. There will be no exceptions. The undersigned represents themselves to be an adult 18 years or older.

