

Reservation Agreement
503 Rialto St.
Charlottesville
434-532-1058

- 1. TERM (Reservation Date):** This agreement shall cover the time period set forth in the reservation purchase receipt (The Reservation). Tenant shall be responsible for payment of rent during the entire term of the rental agreement. The Premises may be occupied by Tenant starting at 3pm on the beginning date and Tenant shall vacate the Premises by 11am on the ending date unless prior arrangements have been made with the owner.
- 2. OCCUPANTS:** No more than two (2) persons per bedroom may occupy premises.
- 3. RENT:** Tenant shall pay agreed upon amount in rent for the entire term of this agreement.
- 4. TELEPHONE SERVICE:** Currently we do not offer a land-line service (mobile services of major cell providers work well)
- 5. REFUNDS:** There will be no refunds for early departures, for breakdowns of air conditioner, heater, appliances, etc., if said breakdown is due to weather and/or other conditions over which Owner has not control. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall be applied to any outstanding balances of any kind including late charges and /or any other charges due under this lease. All late charges, interest, NSF, or bank fees, and any monies due under this lease are hereby defined as, intended and considered to be additional rent.
- 6. CANCELLATION POLICY:** Cancellations are permitted up to sixty days prior to the beginning of reservation for full refund. Cancellations up to thirty days before the reservation will receive a 50% refund. Any cancellations less than thirty days before the reservation will not be refunded.
- 7. PETS:** Pets or animals are not allowed on the Premises
- 8. SMOKING:** No smoking is allowed in the Premises or property. Tenant shall obey and require guests to obey all laws, restrictions and covenants that apply to the Premises.
- 9. PARKING/MOTOR VEHICLES:** Tenant agrees that no parking is allowed except for area designated for auto parking. Motor homes, motorcycles, commercial vehicles and boats are not allowed on the Premises. Tenant is not to repair or disassemble vehicles on the Premises.
- 10. PERSONAL PROPERTY:** The Owner is not responsible for any loss or damage to Tenant's personal property to include vehicles and property left in vehicles. (Examples: clothing, jewelry, cameras, radios, etc.) Items left in the premises will be returned where possible at Tenant's expense.
- 11. GARBAGE:** Garbage must be placed in plastic trash bags, tied securely, and placed in garbage cans in garbage bin area.
- 12. HOUSE PARTIES:** House parties and Prom parties are strictly prohibited.
- 13. ATTORNEY'S FEES:** If owner employs an attorney to enforce the terms and conditions of this lease, Tenant shall be responsible for all costs and reasonable attorney's

fees as incurred by the Owner whether or not suit is filed. Both Owner and Tenant waive the right to demand a jury trial concerning any litigation between Owner and Tenant.

14. NON-WAIVER: Any failure by the Owner to exercise any rights under this agreement or Virginia Law shall not constitute a waiver of any Owner's rights.

15. REPAIRS: All repairs and maintenance problems should be referred to Owner. Air conditioners, TV's and other appliances will occasionally malfunction and cannot be guaranteed to perform. Owner will guarantee that repairs will be done as soon as possible during normal business hours.

16. INDEMNIFICATION: Tenant agrees to reimburse Owner upon demand in the amount of the Costs of repairs or service (including plumbing trouble) caused by the negligence or improper use by Tenant, his agents, family or guests. Tenant at all times, will indemnify and hold harmless Owner for all losses, damages, liabilities and expenses which can be claimed against Owner for any injuries or damages to the person or property of persons, caused by the acts, omissions, neglect or fault of Tenant, his agents, family or guests, or arising from Tenant's failure to comply with any applicable laws, statutes, ordinances or regulations.

17. ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, THE OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. Additionally, by signature below, TENANT hereby authorizes towing and/or removal of any vehicles abandoned by the TENANT or their guest(s) on the premises.

18. MODIFICATIONS: No subsequent alteration, amendment, change, or addition to this lease shall be binding upon Owner or Tenant unless reduced to writing and signed by both parties.

19. ENTIRE AGREEMENT: This lease and exhibits and attachments, if any, set forth the entire agreement between Owner and Tenant concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect. Each tenant executing this agreement shall be jointly and severally liable for all obligations herein.

20. CLEANING DEPOSIT: A \$50 cleaning deposit is included in your payment amount. This will be refunded three days after the Tenant departs provided that the Tenant: All used dishes are placed in the dishwasher and the dishwasher is turned on as described by on-site directions, all used towels are placed in the provided hamper and all pet waste is removed.

RESERVATION CONFIRMATION

Acknowledgement of this agreement is implied when payment is made.

TENANT (Signature) _____

Date _____