

Condo D 201 Ski Season Rental Agreement

This condo is located at Winterhaven Condos, 601 Winterplace Drive, Ghent, WV 25843.

Minimum 2 night rental on weekends.

Condo rental fees: \$375 per weekend night

\$410 per holiday night (only the one day)

\$180 per week night

\$85.00 cleaning fee

**Please add 6% WV Sales Tax to total rental fee

***Please add 6% Raleigh County Motel Tax to total rental fee

Half price rates: Dec. 1 to Dec. 23 & 2nd week of March onwards

Divide per night fees by 2 to calculate rental costs.

Military discount: 10% for all military members, veterans, police and fire department. This discount applies regardless as to the date, regular, or half price rates.

Example: 3 night stay, Thursday, Friday, & Saturday nights.

Nightly rental: \$180 (Thursday) + \$375 (Friday) + \$375 (Saturday)

= \$930

Cleaning fee: \$85

Subtotal: \$1015

WV Sales tax of 6%: \$60.90 (1015 x 0.06) = \$60.90

County motel tax of 6%: \$60.90

Total rent: \$1136.80

Damage deposit: \$300 (fully refundable)

Final amount due: \$1436.80

Holiday price: \$410.00 (Christmas Day would qualify but not Christmas Eve)

Amount returned to renter assuming all checkout rules met: \$300.00

Payment options:

Call first to discuss rental and to be sure of charges, 304-578-2937. Thank you!

Paypal: send complete payment to onthellevelrental@gmail.com plus 4%.

Personal checks & cashier's checks need 4 days to clear the bank.

United States Postal Money Orders are accepted same as cash.

If the owner's schedule permits, the renter may mail in deposit and pay the rest at the door in cash or USPS money order (call and we meet at the door). Once damage deposit or full payment is received, the online Reservation Calendar will be changed and the electronic door, deadbolt, and lock box codes will be changed to the last 4 digits of your phone number. Please do not carry the reserve (lockbox key) inside...it is to be kept outside in case the electronic lock fails.

Full refund possible in case of cancellation, see below.

Condo Notes and Rules:

The condo renter agrees to keep all items in good working order and to allow deduction from the "damage deposit" for any items or labor needed in case of misplacement or damage. A receipt for all items needing repair or replacement will be provided to renter in case of such.

- 1). No more than 10 persons are allowed to rent this unit. *Call, exemptions possible.
- 2). Minimum age is 23 to rent this condo. "Renter" is the person making the reservation, signing this agreement, and responsible for others in the party.
- 3). No pets are allowed inside or outside the unit.
- 4). No smoking is allowed inside the unit, please go outside to smoke.
- 5). No house parties or beer kegs allowed, although alcohol may be consumed to a reasonable degree and within WV law.
- 6). No subletting permitted.
- 7). The condo has been fully decorated: no painting is allowed and no pictures, calendars, posters, or notes of any kind may be hung on the walls.
- 8). Please keep noise to an appropriate level, respect the neighbors.

- 9). In case of any difficulty with the unit or emergency (water leak, fire, lock out) please call the unit owner immediately. The property manager may be called for some issues but assistance will be limited. Contact numbers are listed at the end of this document.
- 10). Possession of contraband or illegal items are prohibited and may result in notification of local authorities. *No illegal drugs of any kind will be permitted.* This is a family oriented establishment.
- 11). Damage deposit of \$300.00 is fully refundable if all rules above are met and nothing is missing or damaged.
- 12). Checkout: Checkout by 12 Noon the day following the last day rented.

Example: condo rented Friday and Saturday: checkout must be by 12 noon on Sunday.

- 13). Check in: it takes time to clean the condo so check in is held back until 5 PM. If you wish to check in earlier, this must be cleared with the owner before arrival.

Checkout list:

- a). The TV remote is to be left on the kitchen countertop.
- b). The lock box keys are to remain in the outside lock box.
- c). All dishes are to be washed or loaded into the dish washer, soap inserted, and wash cycle started.
- d). All dirty towels, wash cloths, sheets, and pillow cases are to be left in the blue tub in the bunkroom. *Blue tub is kept on top of the shelves, simply place it on the bunkroom floor when leaving.
- e). All doors and windows must be closed.
- f). All lights must be turned off.
- g). All thermostats must be set to 55 degrees or the "low" setting. Turn bunkroom blower off.
- h). All family games must be returned to the top drawer in the "tan" bedroom.
- i). All trash must be placed into the outside dumpster.
- j). Front door must be closed *and* locked. Dead bolt does not need to be engaged.

- k). **Failure to meet any of the above checkout requirements will result in a minimum of \$50.00 deduction from the damage deposit and may result in further charges.**
- 13). A vacuum cleaner is provided in the “tan” bedroom. Extra vacuum bags are located under the kitchen sink. Use these at will.
- 14). In case of fire, see to the safety of all occupants, activate pull station (outside by stairwell), and use extinguisher to extinguish fire if possible. Call the fire department, unit owner, and property manager (if owner cannot be reached). **In case of a small fire, and it is put out, simply ventilate room and call the owner.*
- It is always a good idea to have an evacuation plan for the family. In case of fire, the family could agree to regroup behind the trash bins out front. That should be sufficiently far away for safety and also out of the way of any responding emergency vehicles.
- 15). Generally, “normal wear and tear” is allowed at any rental property. An example of such would be “cookie crumbs on the floor” or a “coffee stain” on the carpet. An example of damage requiring a deduction from the damage deposit could be “a hole in the wall” or “missing TV remote” or “missing door key.” Any item needing repair or replacement will be made known to the renter with a copy of replacement or repair receipt provided. All remaining damage deposit funds are to be returned to the renter within 1 week of checkout and will be paid via business check.
- 16). Owner visits: unless there is an emergency (fire, water leak, noise complaints, etc.) the owner will provide a warning of 12 hours before any visit.
- 17). Eviction: there should never be a reason for such an event, as the owner will make all efforts to resolve any issues before it comes to such. However, in the event an eviction is necessary, all funds paid will be forfeited, including the damage deposit, and local law enforcement will be involved if necessary. Further legal action may be taken against the evicted party.
- 18). Family entertainment is provided in the “tan” bedroom in the upper dresser drawer. This includes the following games: RISK, Monopoly, cards, UNO, and Battleship.
- 19). The fireplace is functional, however, do not burn trash or plastics. Please close the glass doors of the fireplace when burning. Also, do not leave a fire unattended. A bundle of firewood is supplied with each rental, free of charge, and matches may be found in the far right kitchen drawer, nearest the trash can. Extra firewood is in the blue tub on the back deck and may be used at the cost of \$10.00 per bundle (cost deducted from damage

deposit). *Do not dump ashes in the trash, a fire may result!* Please use metal shovel and bucket (beside fireplace) to bury ashes in the snow beside the dumpsters. *Generally, ashes are dumped by the condo owner after checkout.*

- 20). This unit now has a clothes dryer. Dryer sheets are provided on the shelf beside the dryer.
- 21). Refunds: no refunds can be made for the weather as snow and cold temperatures are quite out of the owner's hands. Once a reservation is made and money is received, the renter is expected to come.
- 21 a). Bad things happen to good people. If for whatever reason you cannot come, simply inform the owner two weeks before rental date. If rental is cancelled within 2 weeks of rental date, only the damage deposit will be kept. If another renter is found in time, the damage deposit will be returned as well.
- 22). Deposit refund: if all checkout conditions are met and there is no damage or missing items, the full deposit will be mailed via regular mail. If there is a charge, the remainder of the deposit will be mailed via certified mail, signature receipt, and the renter will be charged for that service with a copy of that receipt sent along also. If the renter does not sign for that letter, the letter will be returned to On The Level Rental, LLC and a charge of \$40.00 will be assessed for check cancellation. It is the renter's responsibility to check the mail.
- 22). It is a good idea to carry renter insurance. The owner does not insure renter property.
- 23). SPECIAL DEALS: we've managed to work up a little something extra for D 201 renters...

The Ski Barn in Ghent (bottom of the hill) will grant renters 10% off on all rental gear. Once payment or deposit is received, a coupon will be mailed to use this discount.

Zapper's Pizza, a local restaurant, will provide all renters with a **FREE 12"** one topping pizza with the order of any 16" 4 topping pizza *OR* a **FREE 2 liter** soda pop with any order of \$10.00 or more. The owner has sampled their pizza and hands down, it beats anything else available locally. Menus are placed on the kitchen countertop and *yes, they deliver to the condo!* Simply advise the restaurant that you are a D 201 renter and coupons are located in the drawer next to the trash can.

Contact info for both Ski Barn and Zapper's is located on the refrigerator and on www.winterplaceskicondo.com.

Special Notes for Your Visit:

The condo hill is plowed and treated by the ski resort, none of the condo owners have control over that. If you notice people having trouble getting up the hill, or you notice your tires spinning at the bottom, back off and call the ski resort 304 787 3221 so their plow may come and put down gravel. *Do not try to “get a run” at the slick hill!* The last turn gets particularly slick on icy days and “getting a run” will likely land your vehicle over in the ditch.

When coming down the hill, put your transmission into its lowest gear (“1” or “L”) and go down slowly. Do not lock up your brakes as you might end up in that same ditch.

This condo owner only has a front wheel drive car, not an SUV or 4x4 truck. If it’s slick, the owner puts on his tire chains and comes up the hill, often passing all manner of expensive SUV’s that cannot go any more forward and whose drivers are then too scared to back up and let anyone else pass.

Tire chains, cables, or studded tires may be needed as the condo is on a hill and it can get slick.

Best method to put on tire chains:

Go to a flat area (bottom of condo hill in WTP parking lot is great), use a hydraulic jack (found at any auto parts store) to jack up one drive wheel, and put the chains onto that drive wheel. Do the same to the other drive wheel. The screw jacks that come with cars will do the same job, but it is much slower and results in very cold fingers! The owner can put his tire chains on both drive wheels in less than 15 minutes with the hydraulic jack. One must order chains (or cables) for their vehicle (I got mine at Advance Auto) and practice putting those on at home. Get the rubber “tensioners” also or some other way of keeping the chains tight. Nothing gives more traction on ice or deep snow than tire chains. I have driven through snow 14” deep with my Honda Accord with tire chains on. Think of it as “winter emergency gear” that every car should have anyway. **Check your owner’s manual to be sure your vehicle can wear chains. Practice putting these on before your trip, you don’t want to have to learn how to do this at night, in the cold, with a car loaded with upset family.*

See next page.

THIS PAGE NEEDED FOR RESERVATION (SCAN & EMAIL IS FINE FOR ALL DOCUMENTS)

NEED COPY OF **DRIVER'S LICENSE AND MILITARY ID CARD** (if applicable)

Check in Date: _____ Checkout Date: _____

Expected arrival time: _____ (Checkout by noon)

Renter name (printed): _____

"I, the renter, have read this entire document and I agree to abide by it."

Renter name (signed): _____

Occupant names (printed): _____

Renter phone number (cell): _____

Renter email address: _____

Renter address: (needed for deposit return) _____

Owner name & address for payment:

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