

Rental Agreement Terms & Conditions

This reservation agreement is for the "My Island Escape" House and the "Happiness House" Apartment located at 5061 Demarco Lane, Chincoteague Island, VA 23336.

This agreement represents a real estate transaction and constitutes agreement between tenant and owner.

Monies will be paid to owner within 30 days of agreement. The balance due prior to arrival. Reservations with unpaid balances within days of arrival may be subject to cancellation without refund unless approved by owner in writing.

Liability: Tenant understands that the accommodation is a privately-owned dwelling with owner's furnishings. If AC or other equipment becomes inoperable owner will exert all efforts to have them serviced. However, owner cannot guarantee the time required to accomplish repairs. Tenant acknowledges waiver of liability. Small children will be carefully supervised in bath tub. The tenant understands and agrees that they are responsible and liable and will pay for any damages that occur due to negligence.

Tenant agrees to indemnify and save harmless the owner for any injuries, liabilities, theft, damages cost, or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with tenant use and occupancy of the premises.

Tenant is responsible for all internet activity, where applicable, and agrees that no illegal copyrighted materials may be downloaded. Tenant understands that no refunds will be given for internet connectivity issues or lack of service. Tenant is not allowed to upgrade any utility services or order movies on owners account. Tenant will be billed and pay.

No high school or college groups are permitted. Any group whose behavior creates disruption or interferes with their neighbor's peaceful enjoyment of their property will not be allowed to stay and no refunds of rent will be made.

Owner and employees, for purpose of clean up and repair may enter premises at 10:00 AM on day of departure and may remain on premises until 6:00 PM on day of arrival. Owner will make every effort to have leased property available by 4:00 PM upon day of arrival.

There are no refunds for inclement weather including hurricanes. Owner suggests vacation insurance paid for by renter. Tenant may be subject to security deposit in amounts to be determined at the sole discretion of property owner. Deductions can be made for excessive cleaning, damage to property or its contents, missing linens or art and other items, moving or cleaning furniture, carpet and equipment. Tenant will be notified of said deductions. Security deposits are refunded within 30 days of departure.

Exceeding occupancy is grounds for eviction without refund. Maximum occupancy is determined by septic system and limited to 2 persons per bedroom. Special events have to have prior authorization by owner in writing. If event is not disclosed tenant is subject to additional fees determined by owner.

No smoking is permitted in house and no pets allowed unless cleared with owner in writing. Security deposit will be forfeited. No fireworks or fire arms permitted on property.

Cancellations must be submitted to the owners in writing. In case of cancellation no refunds of rent will be paid until the property is re-rented at same cost and confirmed. If the period is re-rented at the same rate as original lease of the original tenant all monies will be refunded. However, if rate is negotiated to a lower rate or rented for lesser period the original tenant will only be refunded the lower rental amount. Owner will make every effort to re-rent the property at the full amount. Balances due for leases two weeks or longer must be paid in full prior to check in even if a portion of the period was not able to be re-rented. Occupancy for the Happiness Apt is limited to four.

By signing below, I hereby acknowledge that I have read, understand, and fully accept the terms and conditions as stated above and explained on the chincoteagueislandrentals.com website.

Print Name

Signature

Date