BLACK BEAR WOODS RESORT

Reservation Confirmation/Vacation Rental Agreement:

Thank you for choosing BLACK BEAR WOODS RESORT for your vacation.

RENTAL POLICIES:

Your reservation will be confirmed once the required reservation deposit has been paid. Once paid, you have agreed to abide by all policies and agreement within **Black Bear Woods Resorts** terms and conditions by individual **Homeowners** and **Black Bear Woods Resort**.

OFFICE HOURS:

Black Bear Woods Resort is open Monday through Sunday from 9:00am. to 5:00pm. You may call the **Black Bear Woods Resort** office during business hours with any questions and/or concerns you may have about your rental property. You may view and book our properties anytime Online at www.blackbearwv.com

MINIMUM AGE:

You must be 25 years of age or older to reserve, and gain entry to a rental property. The signatory must be staying at the rental property for the entire duration of the rental time. Upon payment of the deposit and signing of any document with **Black Bear Woods Resort**, you are attesting to be at least 25 years of age or older, the responsible rental party, and informer of all members of your party of the rental policies and procedures contained herein.

CARD ON FILE:

A credit card must be on file with **Black Bear Woods Resort** upon making your reservation. **Black Bear Woods** Reserves the right to automatically charge the credit card on file for any additional charges or fees due to violations of our rental policies and procedures, damage affected during your stay, or any delinquent or un-paid balances to **Black Bear Woods resort.**

NO SMOKING POLICY:

All properties are **NON-SMOKING** homes. Smoking inside the property will result in an immediate charge of up to $350 to your card on file. Smokers should plan to smoke outside and are expected to clean up after themselves. Please do not leave cigarette butts behind on any property.

KEYS AND DOOR CODES:

Keys and door codes will not be released without completed processing/payment. Please note that keys not returned to the office upon departure will result in a $25.00 fee, which will automatically be charged to your card on file. Guests with homes having door codes are asked to phone the office-notify the office upon departure.

RESERVATIONS AND PAYMENTS:

All reservations are subject to a reservation fee, cleaning fee, damage insurance fee and 6% West Virginia sales tax and 6% Tucker County lodging tax TCC SEA SVC FEE 2%. Rentals fees posted on our website DO NOT include taxes and fees. Please confirm your total amount with our reservation staff. HOLIDAYS: Holiday rates apply to Christmas week, New Years, Summer, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, New Year's.

Booking a rental home requires payment. Bookings cannot be held (on hold temporarily) without payment. All rates are subject to change.

PAYMENTS:

More than 14 days prior to your arrival: Initial payment of (50%) of the total amount is due at the time the reservation is made. The remaining balance is due 14 days prior to arrival. The secondary payment will be made automatically with the card on file on the date the secondary payment is due, unless you notify the office by email/phone. If you reserve a rental home less than 14 days prior to your arrival, the total amount is due at the time the reservation is made. Reservations can be paid by major bank credit cards. Personal checks are not accepted. **FINAL PAYMENT**: Final payment is due 14 days prior to arrival. If final payment is not received by the specified date, the reservation is subject to cancellation and forfeiture of the paid deposit. **AIRB&B RESERVATIONS ARE PAID THROUGH AIRB&B ONLY. ALL AIRB&B INQUIRIES REGARDING PAYMENT MUST BE DONE THROUGH AIRB&B.**

CANCELLATIONS:

Guests who cancel a reservation more than (14) days prior to arrival will be issued a refund for the amount paid (less the $75.00 cancellation fee). If you must cancel within (14) days of your arrival, it results in the forfeiture of all paid rental fees.

CHANGING ARRIVAL DATES/RENTAL HOMES:

Guests requesting to move/change their reservation dates/rental property will be charged a fee of ($75.00) non-refundable fee. The request will need to be made (14) days prior to arrival if available. We will not accept requests for changes within the (14) days of the arrival date.

CHECK-IN PROCEDURES:

Check-In occurs at the **Black Bear Woods Resort** office located at 247 Lodge Drive, off Cortland Road. Check-in is at 4:00pm. However, this is not a guarantee. During high season, there are times when housekeeping teams may need additional time to get all guests in their homes. **PICK UP YOUR ARRIVAL PACKET AT THE BLACK BEAR WOODS RESORT LODGE LOCATED AT 247 LODGE ROAD, DAVIS, WV 26260.**

- From Davis follow Route 32 South 4 miles to Cortland Road which will be located on the left side of the road. Turn left onto Cortland Road and 1 mile on the left will be the entrance to **BLACK BEAR WOODS RESORT. PLEASE FOLLOW SIGNS TO LODGE.** Please check our website to get up to date directions.
- Check -In is at 4:00pm. Check-Out is 11:00am.
- We have a late arrivals box to the left of the main entrance at the very end of the deck. If you arrive after 5:00pm your packet will be left in the late arrivals area with your name, key, map, and address of your property on the front.
- Firewood and propane gas are provided at each property.
- **Black Bear Woods Resort provides at STARTER SUPPLY of Paper towels, toilet paper, dish liquid, dishwasher detergent, trash bags, and laundry detergent. Please note that these items are a starter supply and most likely will not last the duration of your stay.**
- Upon departure a standard cleaning is included. Please follow the checklist on the refrigerator of each cabin to avoid extra cleaning charges.

LATE ARRIVALS:

Guests arriving after 5:00pm will be considered a late arrival. Late arrivals must be fully paid. There is a late arrival box located inside the door to the far left on the front deck. You will find your packet with your name/key and property information in your packet. The late arrivals area is lit and monitored for your safety.

OCCUPANCY:

Our vacation rental properties are privately owned. Occupancy is limited to family-oriented groups only. College Sororities, fraternities, non-chaperoned groups are strictly forbidden. Guests making reservations under false pretenses risk eviction and loss of all fees. Homeowners set the occupancy limit for their property. The maximum occupancy limit for each property must be observed. Any party exceeding this number will be evicted immediately with loss of all paid fees.

FURNISHINGS & AMENITIES:

All rental properties are furnished to include fully equipped kitchens, electric or gas heat, and most have a fireplace. Linens and towels are provided. Firewood and propane for gas grills are provided. Every effort is made to keep equipment in working order; however, NO REFUNDS will be given for mechanical or technical failures.

WINTER DRIVING:

BLACK BEAR WOODS RESORT does not provide any guarantee for weather, road, or ski conditions; therefore, no refunds will be given for bad road or poor ski conditions. Roads and driveways are routinely plowed, but always come to the mountains prepared for winter conditions and mountain terrain. A 4-wheel drive or all-wheel drive vehicle with winter tires/chains are recommended for winter travel at times. Always check your weather forecast before driving to the mountains.

CHECK-OUT PROCEDURES:

Check-out time is 11:00am. Guests are required to return all keys to the **Black Bear Woods Resort** office upon departing the rental property. A $25.00 fee will be automatically charged to the card on file for all keys that are not returned to the office.

LATE CHECKS OUTS:

Late check-outs will be charged for an extra day unless prior approval has been granted. No refunds will be given for early departure.

FINAL WALK THROUGH:

Please do a final walk-through to check that all doors and windows are closed, locked, all lights have been turned off, and that you have not left any personal items left behind.

RIGHT TO INSPECT/ENTER PREMISES:

Black Bear Woods Resort or their legal representatives have the right to enter and inspect the property during your occupancy and conduct repairs to its fixtures, appliances, furnishings, and facilities. **Black Bear Woods Resort** is a vacation rental agency and can only assume responsibility relating to providing you with lodging in a vacation rental property.

ATV'S AND CAMPER/TRAILERS:

Regulation prohibits the use of ATV's and camper trailers.

FISHING:

Fishing is permitted in the pond in front of the lodge and pond below the lodge. Please note it is catch and release only.

WIFI/INTERNET:

All Black Bear Woods Resort homes have internet and WIFI. Black Bear Woods Resort is not responsible for WIFI/INTERNET outages, disruptions, or lack of service. NO REFUNDS will be provided for situations causing lack of service.

DAMAGE TO RENTAL PROPERTY:

Each property is inspected by our staff prior to your arrival and after your departure. In the event you find damage upon your arrival, please note it immediately, or call our office to report it. Intentional damages will be subject to automatic charges on the card on file. Charges will depend on the circumstance. You will be notified if any problems/reasons are found by our staff, which result in additional charges. Damages caused with intent or irresponsible behavior will be pursued in a civil court of law.

MAINTENANCE REQUESTS:

Every effort will be made to keep each property and its equipment in good working condition. Should a difficulty arise during your stay, we will make every effort to have the item repaired as quickly as possible. We ask for your patience and understanding in these circumstances, however, NO REFUNDS will be issued for lack of equipment, mechanical equipment, or property failures.

- In the event you incur a maintenance issue outside normal business hours (9:00am-5:00pm), please call the office at (304) 866-4391 and follow the telephone instructions.
- Non-emergency calls will be addressed the following business day.
- Emergency maintenance calls include: No heat, no electricity, no water, or water leaks, clogged toilets.
- If you are having a medical emergency, please call 9-1-1.

PETS:

Pet Friendly=**DOGS are ONLY** allowed only in properties designated as Pet Friendly. **A nonrefundable pet fee of $50.00 per pet for the entire stay with a limit of 2 pets. NO CATS OR OTHER ANIMALS ARE ALLOWED.** Guests found with pets in properties that are not designated pet friendly, or having pets other than dogs will be evicted immediately with loss of all renal monies with added extra clean charge in the amount of $350.00. Clean up stations for pets are located throughout the Resort for your convenience.

AIR CONDITIONING:

Not all rental properties offer AC. If it is provided, it will be listed in the description of the property amenities.

WOOD BURNING FIREPLACES:

Wood burning fireplaces require careful attention. Please DO NOT build larges fires, make sure glass doors are open to avoid breaking and screens are closed. Open damper when using.

GAS BURNING FIREPLACES:

Read and carefully follow the instructions provided for each gas fireplace. **DO NOT BURN WOOD OR PAPER IN THE GAS FIREPLACES. DO NOT REARRANGE OR REMOVE THE LOGS.**

RENTAL PROPERTIES REMOVED FROM RENTAL MARKET:

From time-to-time rental properties are sold or become no longer available on our rental market. We will make every effort to relocate you to a comparable property. This is beyond the control of Black Bear Woods Resort and as such, Black Bear Woods Resort does not assume any liability associated with the relocation to another rental property. We will make every effort to contact you as soon as possible to notify you about changes.

ACCEPTANCE UPON BOOKING:

Booking your reservation verifies acceptance of all terms, conditions, policies, and procedures detailed herein, including the payment and the rental terms found on the proceeding pages. Acceptance of full financial responsibility for late departure, any loss of inventory, excessive property cleaning, damage or repairs due to abuse or neglect of the property occurring or within the duration of the stay.

FORCE MAJEURE:

In no event shall BLACK BEAR WOODS RESORT be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without, limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear, natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communication services; it being understood that BLACK BEAR WOODS RESORT shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under circumstances.

INDEMNIFICATION AND HOLD HARMLESS:

Except as provided herein, **GUEST** agrees to fully indemnify and hold **BLACK BEAR WOODS RESORT** and the **HOMEOWNER** harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorney fees) which may be asserted by any third party in any way related to incident to, arising out of, or in connection with (1) the **GUEST'S** or any guest, family member or friend of the **GUEST'S** negligent, intentional or wrongful performance or failure to perform under this Vacation Rental Agreement, (2) The **GUEST'S** or any guest, family member or friend of the rental property, or (3) any negligent, intentional or wrongful act or omission committed by the **GUEST** or any guest, family member or friend of the **GUEST'S** as part of or during the vacation rental period. In addition, the **GUEST** agreed to fully indemnify and hold **BLACK BEAR WOODS RESORT** harmless from and against all costs and expenses of every kind and character (including reasonable attorney fees, costs of court and expert fees) that are incurred by **BLACK BEAR WOODS RESORT**, or the **HOMEOWNER** arising out of or related to a third-party claim of the type specified in the preceding sentence. Notwithstanding the preceding, such indemnification shall not apply in the event of the sole or gross negligence of **BLACK BEAR WOODS RESORT**. The **GUEST** acknowledges and agrees that this indemnification shall apply to, but not limited to, use of any fireplace, grill, fire pit, swimming pool, hiking trail, mini golf or any other equipment or community property of any kind or nature, personal injury, and negligence. It is understood and agreed that this is not the intent of the parties to expand or increase the liability of **BLACK BEAR WOODS RESORT and/or HOMEOWNER** under this article. This provision is intended to prevent the RESORT **GUEST, BLACK BEAR WOODS** and the **HOMEOWNER** from attempting or appearing to assume liability it does not have the statutory or legal power to assume.

STATEMENT OF NONDISCRIMMINATION:

Black Bear Woods Resort conducts all its activities in connection with the sale or rental estate without respect to race, color, religion, sex, national origin, handicap or familial status of the buyers, sellers, guests, or any other party to any real estate transaction. Further, Realtor have an ethical duty to conduct such activities without respect to sexual orientation of any party to this agreement.

By checking the box below renter has acknowledged the above policies and procedures.

Download a PDF of the rental agreement here. ****

Contact

304-866-4391

800-553-2327

Fax: 304-866-4868

Debbie Stevens - Broker