



Tenant Name (Print): _____

Date Reservation Made: _____

Vacation Property: _____ Lease#: _____

Arrival Date (4:00 PM): ____/____/____ Departure Date (10:00 AM): ____/____/____

VACATION RENTAL AGREEMENT

Bay Creek Resort Rentals, LLC
3335 Stone Road, Cape Charles, VA 23310
Office: (757) 331-8750 Fax: (757) 331-8759
Email: vacations@baycreekresortrentals.com

BCRR AUTHORIZATION TO CHARGE CREDIT CARD

_____ Exp. Date: _____

I represent that the above credit card account is an active account in my name. I authorize Bay Creek Resort Rentals to charge the above valid credit card for rental expenses incurred or to pay for those rental expenses incurred that are not covered for reimbursement under the Security Deposit Waiver plan for this leased Property. Defined in Section 3.

Tenant Signature: _____ Date: _____

This is a Vacation Rental Agreement between the undersigned tenant (also known as "Covered Guest") and Bay Creek Resort Rentals, LLC ("BCRR" and "Agent") acting as agent for the owner of the property. The rights and obligations of the parties to this agreement are defined by law and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenant's. Tenant's signature on this agreement, payment of money and/or taking possession of the property after receipt of the agreement, is evidence of tenant's acceptance of the agreement and intent to use this property for vacation. This agreement shall not be binding unless and until agent has received the signed agreement, required advance payment has been received and all checks have posted to Agents escrow account.

In consideration of the monies received and the mutual promises contained herein, the owner of the subject Property, through Bay Creek Resort Rentals, LLC as owner's agent, does hereby lease and rent to Tenant the Property described above, under the following terms and conditions:

1. **PAYMENTS:** A) Advance Rent Payment: A signed lease agreement must accompany all advance payments. 50% of the Package Cost is due within 10 days of reservation date. If advance payment and signed lease are not received within 10 days of the reservation date, the reservation is cancelled and the dates of booking are released for the next request. Advance payments received are non-refundable. B) Balances: The balance of rent, taxes, Security Deposit Waiver payment, and any other applicable fees are due in our office thirty (30) days prior to arrival date. C) Method of balance of payment: Payments may be in the form of personal check, money order, certified or cashier's check for final payments received by our office at least 30 days prior to check-in date. Make checks payable to: Bay Creek Resort Rentals, LLC and mail to: 3335 Stone Road, Cape Charles, VA 23310. Indicate on your check: Property Name (or Address) and Rental Dates. Allow five (5) business days for mailing. Payments not received in our office by the due dates are considered late and reservation may be cancelled without recourse. D) Late payments/Returned checks: Late payment voids the Security Deposit Waiver. Unless a reservation is cancelled due to late receipt of payments due, Tenant will be charged a \$25.00 late payment fee (for each occurrence) which is subject to collection. Additionally, Tenant will incur a \$30.00 service charge for any checks returned unpaid by Bank. Upon notification of a Returned Check, payment of all funds due plus \$30.00 service charge (plus late payment fee if applicable) must be paid immediately by certified funds or money order or reservation will be cancelled.

2. **CANCELLATION/TRANSFER:** Tenant agrees that this lease or Property may not be assigned or sublet, even to a member of the Tenant's family. Breach of this condition shall result in termination of lease. Notice of cancellation or request for transfer must be received in writing. Agent will attempt to re-rent the Property for the booked dates, but is not liable to Tenant in the event Property remains un-rented for the same rate and time. A) Cancellation: Rents paid by Tenant will be refunded, less a processing fee of \$50.00 and a cancellation fee of 23% of the total rent for the reserved term ONLY if the Property is re-rented for the same rate and time period. Refunds, if any, will be made 30 days following receipt of funds in full from new Tenant. If Property is not re-rented, all funds received from Tenant will be forfeited. B) Transfer: A \$50.00 non-refundable transfer fee is charged to the Tenant for changing dates of stay in the same Property during the same calendar season, provided the initial booked dates are re-rented for the same rate and time. Transfer from one Property to another is considered a cancellation. C) Shortened stay: Reducing the stay from the originally reserved period is considered a cancellation for that reduced period, and is subject to the policies stated above. Optional travel protection in the amount of 6.95% of your non-refundable resort cost has been added to your total Package Cost. Bay Creek Resort Rentals, LLC receives compensation for processing this protection plan. Details outlining specific coverage questions can be obtained from CSA Travel Insurance at (866)298-6846. Reference Bay Creek Resort Rentals and Plan Code ICI330. Declining travel insurance coverage requires signature. The fee for travel insurance will not be credited back to you without a signature. This plan may not be available for "packages" or "special events." Its availability is at the sole discretion of BCRR.

I ACCEPT OR DECLINE (circle one) the CSA Travel Protection Plan. Tenant Signature: _____

3. **SECURITY DEPOSIT WAIVER AND TENANT OBLIGATIONS:** The terms of this Agreement include Tenant's payment of a one time, non-refundable fee, described in the attachment herewith as BCRR's Security Deposit Waiver. This Plan covers reported theft and unintentional damage to the Property as a result of inadvertent acts or omissions by Tenant (Covered Guests). Tenant must notify BCRR of any damage, and police authorities of any theft, in the Property during Tenant's occupancy, or the plan is void. Properties are carefully inspected before and after each Tenant stay and all claims must be validated by BCRR rental or housekeeping staff. For a full description of the plan, please refer to the Description of Coverage detailing the terms, conditions, responsibilities of Covered Guests and procedures administered by BCRR. The Security Deposit Waiver plan does not negate Tenant's responsibilities to maintain and turn over the property as described within this Agreement. In addition to those responsibilities contained in paragraphs 8 and 10 below, Tenant acknowledges its agreement to the following terms: A) Property must be left in same condition as it was at commencement of this lease. Costs incurred to replace items not reported as lost due to theft or repairs due to other than accidental damage, trash removal, relocation of furniture or household items back to original Property or position, and additional expenditures including service calls and trip charges of vendors and/or BCRR management in order to "restore" the property and make it "rental ready" for the next incoming guests, will be charged against the Tenant's credit card. B) Tenant is also responsible to pay for damages and missing articles; extended stays, required cleaning that exceeds housekeeping "departure cleaning standards," number of occupants in excess of authorized limit, early check-in, late check-out, late payment and NSF fees, lost keys and lockouts, service calls due to Tenant responsibility, long distance charges and/or other breaches of this Agreement. Additional charges upon Property turnover will be noted and an invoice of said charges will be mailed to Tenant within forty-five (45) days of termination of tenancy.

4. **OCCUPANCY RESTRICTIONS:** Tenant acknowledges that its activities and use of Bay Creek Amenities are subject to the rules and operational guidelines of the Bay Creek Home Owners Association, Condominium Association and Bay Creek Resort and Club. Property owner authorizes BCRR to rent to family groups or adult guests only. A family group is defined as parents, grandparents, children and extended family members vacationing in one Property. Adult guests must be 24 years of age. Non-family groups generally not allowed include high school or college students, sororities, fraternities or similar social groups whose members are under 24 years of age. Failure by Tenant to provide proof of identity with qualifying age on a valid photo ID may result in refusal by Owner or Agent to grant occupancy, with no refund of advance rents and fees. Adult guests may not exceed the occupancy stated on the lease at any time. Properties are leased without respect to the race, color, religion, sex, national origin, handicap or familial status of any party. Possession by fraud or misrepresentation or material breach of the terms of the vacation rental agreement may result in termination of this tenancy. Breach of this lease agreement is grounds for expedited eviction, as described in Paragraph 11, without refund.

5. **PETS/SMOKING:** Pets are not permitted unless otherwise stated. Pet friendly homes require a non-refundable pet fee which varies based on the property and length of stay. The Security Deposit Waiver covers pet damage only as specifically outlined under the summary of Coverage and Services. Pet damage in excess of the policy limit will be charged directly to the Tenant. Evidence of non-declared pets in or on the property will incur a \$200.00 charge and will result in immediate eviction. Smoking is not permitted inside any rental property. Evidence of smoke within the property will incur a \$200.00 charge. Declare all pets, if applicable, before signing this lease. Number of pets: _____ Type: _____ Weight: _____.

6. **CHECK-IN (4:00PM):** It is agreed that Agent or Landlord, their employees, or service personnel (for the purpose of clean-up and repair) may remain on the premises until work is completed on the date this lease commences, and may enter at 10:00AM on the date this lease terminates. Tenant may not enter premises or park vehicles on the Property until officially signed in at Check-In or keys are relinquished to Tenant. During this lease, Tenant will admit Agent upon request to inspect the Property and will admit all repair people authorized by Agent for repair or maintenance of premises. Tenant will not move or rearrange furniture. Early Check-In (1:00PM) is offered. A limited number of Early Check-Ins will be available and are offered only to tenants that have paid \$50.00 (non-refundable) in advance. Early Check-Ins cannot be granted if the Landlord has rented the property, or if urgent repair work is required before or during the expected arrival time, or unforeseen circumstances. Late Check-Ins: Keys will only be available for late Check-In if Agent has received signed lease and balance has been paid in full. Confirm Late Check-In procedures with the office prior to your arrival. All Lock Outs that occur after office hours must call the emergency numbers that will be found in the rental home. An agent can meet you at the office or at the residence if notified before 11:00 p.m. There is a \$20 fee for lock outs during business hours and a \$50 fee for lock outs after business hours (9:00–5:00), payable at the time of service.

7. **CHECK-OUT (10:00AM):** At expiration of this lease Tenant agrees to surrender possession of this Property peaceably and without delay in as good condition as it was at commencement of this lease (reasonable wear and tear, act of God and/or other causes over which Tenant has no control excepted). Once keys are returned to Agent, Tenant and his guests may not re-enter Property or occupy premises. The signed Checkout checklist must be returned to Agent's office with keys by 10:00 AM of check out day. Missing lost, or keys not returned will incur a \$5.00 charge per key to the Tenant. Late check out will incur an additional charge of \$25.00 per hour beyond 10:00 AM.

8. **CONDITION:** All rooms of the Property should be left in the same clean condition as was upon arrival and in good order. Guest agrees to follow Check-Out List which is given to guest at Check-In. Tenant agrees to keep that part of the Property which he occupies and uses as clean and safe as the conditions of the Property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the Property that he/she uses. Tenant further agrees to dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and agrees to keep all plumbing fixtures in Property in clean and sanitary condition. Tenant hereby acknowledges that additional charges may apply at departure in the event the terms contained herein are not met. Trash collection is scheduled for early Tuesday mornings. Tenant shall place trash receptacles at the curb the Monday evening prior to collection if your stay is inclusive of a Monday or Tuesday.

9. **PROPERTY:** A) Extras: Televisions, DVD/VCR, stereos, telephones, internet service, etc., herein called "extras", when advertised as available in or when supplied in a leased Property are supplied at no extra charge as a convenience for Tenant and guest use. In the event of a malfunction or breakdown of "extras", Tenant agrees that there will be no refund for malfunction or breakdown of "extras". In the event of malfunction of any other appliance or feature, including air conditioners, Tenant must notify Agent so repair of malfunction can be made. Repair service calls will be scheduled as quickly as possible, but no refund of rent will be made. B) Locked areas such as Owner's personal storage areas are exempt from this lease and are off limits to the Tenant. Entry into these areas is cause for immediate eviction and Tenant will be responsible for any damages or missing items. C) Properties under construction: In the event the property herein is under construction or renovation at time of reservation, and remains unfinished, or unsuitable for occupancy, at arrival date described in the lease, Tenant acknowledges that the Agent's/Landlord's liability shall be limited to the full refund of the Package Cost paid, and a good faith effort by Agent to locate replacement accommodations that Tenant agrees to lease. Tenant waives any and all other claims against Landlord or Agent arising out of the property's non-suitability for occupancy. Tenant further waives any and all claims against Landlord or Agent concerning the location of the Property rented by Tenant(s) being near buildings under construction. Advertised properties under construction are subject to change. View corridors of properties are subject to change due to construction of additional homes. D) Linens and Towels: Beds have pillows, bedspreads and blankets as advertised. BCRR has provided bed sheets and bath linens for Tenant and guests' use during the lease. All bed and bath linens are to remain in leased Property upon departure. Tenant is responsible for furnishing soap, trash bags, paper products, and other grocery items. Tenant may request additional linen and bath towel service by making payment of the non-refundable linen/towel fee quoted by BCRR. Cost of missing or damaged linens/towels at end of stay will be charged to the Tenant upon departure. E) Water: Although water in the properties is safe for drinking, color and taste may vary. Tenant may wish to purchase bottled water for drinking, at Tenant's expense. F) Concierge Arrival Package (1st Day Shopper Package) is available and attached when selected.

I ACCEPT OR DECLINE (circle one) the 1st Day Shopper Concierge Package. Tenant Signature: _____

10. **TENANT:** A) Waives the right to withhold rent for any alleged deficiency in the premises or to otherwise claim that the Property has been misrepresented either by Landlord or Agent. B) Agrees to inspect the Property upon arrival, report broken or missing items, and report any conditions that may jeopardize the safety of Tenant and other Covered Guests. Tenant and Covered Guests agree to indemnify BCRR and property owner for any injuries or losses suffered by Tenant or Covered Guests for any cause whatsoever during the term of this contract. C) Shall be responsible for any damages or loss of property occurring during Tenant's stay in excess of the claims limits contained in the Security Deposit Waiver program. D) Shall hold Landlord and/or Agent harmless from any damages to or loss of Tenant's personal Property during the term of this rental agreement and arising from any acts of negligence or omission of any other person, from leaking of the roof or from bursting, leaking or overflowing of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from the handling of electric wires, or fixtures, or from any cause whatsoever. Neither shall the Landlord nor Agent be liable for any injury to the person of the Tenant or other persons in or about the premises. The Tenant expressly agrees to hold the Landlord and Agent harmless in all such causes. E) Shall notify Agent regarding items left behind at the Property and agrees that Agent shall not be held responsible by Tenant for items left behind. Agent will make every effort to locate items and if found and upon receipt of \$15.00 handling fee and cost of postage (both of which will be charged to the Tenant), the item(s) will be returned to Tenant. Items left unclaimed after 30 days from lease expiration will be donated to a local charity. F) May use telephones, where available, for local calls at no charge. Any long distance calls must be charged to Tenant's home phone or billed to a credit card. There will be a one time \$25.00 service charge to tenant, in addition to any long distance tolls, for any called billed to the rental property phone.

11. **LEGAL:** A) If, in the Agent's sole discretion the Tenant or Tenant's guest becomes objectionable as a tenant, the Tenant agrees to remove Tenant and Tenant's guests' possessions from the premises upon Agent's request. Tenant further agrees to be liable to future tenants, Agent and Landlord for all damages and/or from Tenant's holding-over (continued occupancy after either eviction or Check-Out) in violation of this lease. This leased Property will not be used for any activity that violates local, state, and federal laws. If Tenant or Tenant's guest breaks or violates any of the covenants, conditions or agreements herein, then Tenant may be evicted and removed from the Property in an expedited eviction proceeding brought by the Landlord, or Agent. B) If during the term of this lease, the building becomes uninhabitable, through no fault or negligence of the Tenant, this lease shall terminate and the Tenant shall be entitled to a refund of rent for balance of lease unless tenant accepts a substitute property for remainder of lease. However, Tenants shall not be entitled to any refund due to unfavorable weather, hurricane, evacuation or disruption of utility services (including cable, television, internet connection and telephone) after occupancy. C) If State or local authorities order a mandatory evacuation of an area that includes this Property being used a vacation rental; the Tenant in possession of the Property shall comply with the evacuation order. Upon compliance, the Tenant shall be entitled to a refund from the Landlord of the prorated rent for each night that the Tenant is unable to occupy the Property because of the mandatory evacuation order. The Tenant shall not be entitled to a refund if prior to the Tenant taking possession of the Property, the Tenant refused insurance offered by the Landlord or Agent that would have compensated Tenant for losses or damages resulting from loss of use of the Property due to mandatory evacuation order. D) Vacation Interruption Insurance may be offered by BCCR or its insurance affiliate, but its availability and applicability shall be governed by those underwriting conditions determined by the insurance carrier. Tenant shall hold BCCR harmless from any loss suffered by Tenant's failure or inability to obtain vacation interruption insurance.

12. **DISCLOSURES:** A) By their signature as set forth below, Tenant expressly authorizes Landlord and/or Landlord's Agent to deposit any and all advanced sums in an account that may be interest bearing and to disburse said sums, prior to Tenant's possession. It is understood and agreed that any and all accrued interest upon said amounts shall inure to the benefit of Agent. B) In the event the Landlord cannot provide the premises described above in a fit and habitable condition on the date the Tenant is to take possession, Tenant shall be entitled to a refund of monies paid in advance. C) BCRR may, after the termination of tenancy, change to Tenant the amount of any long distance or per call telephone charges and cable television charges that are the obligation of the Tenant and are left unpaid by the Tenant at the conclusion of the tenancy.

13. **TENANT REIMBURSEMENT:** Tenant agrees to reimburse Landlord and/or Agent for all costs and expenses, including reasonable attorney fees, incurred as a result of any breach of this agreement by or on behalf of Tenant or Tenant's guests.

14. **WAIVER OF LIABILITY:** In the event this Property includes a spa, hot tub, Jacuzzi, whirlpool, sauna or pool, herein called special features, the Tenant assumes all responsibility for Tenant and Tenant's guests for the risk of using the special features and waives any claim whatsoever against Landlord or Agent for accidents or claims arising from use of special features. The Tenant understands that BCRR does not service or maintain special features accompanying any Property. The Tenant also understands and agrees that Tenant is responsible and liable for any damages that occur to the special features and/or support equipment arising from their use, misuse and/or negligence by Tenant or Tenant's guests.

15. **PRINTING ERRORS:** Tenant agrees Agent is not responsible for errors and omissions in the brochure or internet listing of the property.

16. **JOINT LIABILITY:** Should one or more persons execute this agreement by tender of their payment (in lieu of signatures), all such persons, including Tenant named on the lease, as well as other members of the party occupying the Property, shall be jointly and severally liable for all terms and conditions set forth in this rental agreement.

17. **TAXES:** Tenant shall pay appropriate sales and occupancy taxes required under this lease as part of the total Package Cost.

18. **VALIDITY OF LEASE:** If a court of competent jurisdiction shall find any portion of this lease invalid, such decision shall have no effect on the remainder of his lease.

19. **DOUBLE BOOKINGS:** Tenant agrees that in the case of a double booking, tenant with the earlier booking which is fully paid, shall be entitled to the lease. Tenant not receiving occupancy will be entitled only to full refund of all consideration previously tendered by Tenant. However, if Agent is able to relocate Tenant, Tenant agrees to pay any excess difference in rental amount, if applicable.

20. **AGENCY DISCLOSURE:** In Virginia, the Agent must notify Tenant of its agency relationship. Tenant acknowledges that BCRR is employed by and represents the Property owner. Tenant is considered a customer of Agent. Subject Property may or may not be owned by a real estate licensee.

21. **MISCELLANEOUS:** The following additional provisions are incorporated into this Agreement:

22. **EXECUTION OF LEASE:** This lease is executed under authority granted by management agreement between Agent and Landlord and is subject to the terms and conditions of said agreement. Tenant acknowledges this is a multiple page lease and that Tenant has read each page.

BAY CREEK RESORT RENTALS, LLC COVERED GUEST LIST

Please fill out the bottom portion of this form and return it with your deposit. Should you have any additions or deletions to your family list between now and your arrival, please write or fax this office to make the necessary changes on your records. Occupancy must be adhered to and must include all adults and children occupying the Property. Excess occupancy is grounds for expedited eviction. Only Tenant and guests named on this agreement will be permitted to use community amenities such as pools, tennis courts, etc. Tenant represents that the following persons are members of a FAMILY GROUP or are qualifying adult guests as described in Paragraph 4 herein. Entertainment or events, in or surrounding the rented property, that exceeds occupant capacity, must have prior management approval. All members of your party are covered under the Trip Cancellation Insurance, if you elected to purchase it. Proof of persons occupying the home is required to process your claim.

THANK YOU FOR CHOOSING BAY CREEK RESORT RENTALS

Names of Tenant and Guests	Age	Area Code and Phone Number	Relationship
1. TENANT:			
2. GUESTS:			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

TENANT SIGNATURE _____ **DATE** _____

AGENT for LANDLORD _____ **DATE** _____