

These policies must be followed for a safe and enjoyable stay at Il Bella Vista, LLC. **Please review, sign signature sheet and return it in the self addressed, stamped envelope.**

Reservations:

After making a reservation, you will be sent this agreement to sign and return.

Please Note: Bedrooms are based on double occupancy and are locked within the suite depending on the number of guests. The base rate includes 2 children free and a second bedroom will be made available. If single occupancy is required, an additional \$25.00 per room per night will be charged in addition to the extra person rate. **Allstar must know at least one week prior to arrival if extra rooms/units are required.**

Please inform Allstar Lodging in advance, if your total number of guests changes. If you have more guests than the number reserved, owners will stop by the cabin and collect \$50.00 per person per night.

Renters:

You must be 18 years old or older to sign this lease. Those who sign this agreement will be responsible for those who do not sign. Fraternities, sororities, or non-chaperoned groups are not allowed on the property. If a group is misrepresented, or gets out of control, or occupancy is more than contracted for, the parties will be evicted immediately and will not receive a refund of rent.

Check-In and Check-Out:

Check-in is after 3:00 p.m. No refunds are given for delayed check-ins. We will do all that we possibly can to ensure you a timely check-in.

Check-out is at 11:00 a.m. **If you do not adhere to these times, you may be charged an extra day.** Please note check-out procedures listed in this agreement. Please **lock all doors and windows and return the door key to its respective lock box.**

Furnishings:

The owners have strived to furnish the units with furnishings that will make your stay comfortable, relaxing, and enjoyable. Furniture is not to be moved. There is a \$50.00 fee if guests do not honor this rule. The facility does not have highchairs or baby/toddler beds. Nor is the facility childproof. To avoid water damage from unexpected storms, please ensure that windows and doors are closed. For security purposes, please lock doors when leaving premises. We have made every effort to ensure the accuracy of our descriptions, rates and amenities and cannot be responsible for misprints or changes. TVs, DVDs, appliances, fireplaces, whirlpools, central heat and air, etc. are provided for your enjoyment and comfort and are not guaranteed. Please notify the owners immediately of any inoperative equipment. We will try to remedy the problem; however, there will be no refunds because of inoperative equipment, power failure, or guest dissatisfaction. The owners of **Il Bella Vista, LLC**, the agents of **Allstar Lodging**, the agents of **Shultz Realty** have the right to enter and inspect the property during your stay and to make repairs as necessary. Unnecessary maintenance calls, as we define them, will result in additional charges.

Television:

Satellite TV is provided. TV service for long term rental must be provided by renter.

Telephones:

Cell phone reception is not available on site but is available in the town of Moorefield. Each of the units has access to a common shared telephone line for local calling. **Phone cards must be used for long distance calling.** Long term renters must arrange for their own private phone line.

Internet:

Internet is provided for guests staying 6 nights/7 days. There is a **\$50.00 fee** for others and requires a **5 business day notice** for hookup. Long term renters must arrange for their own internet service.

Gas Fireplace (Cliffside):

Be sure to read and follow instructions before operating the gas fireplace located in Cliffside. Do not rearrange or remove the gas logs. Any damage to the gas logs will result in a claim for charges that may be needed for repair or replacement. Please do not leave the gas logs on when unattended. The thermostat is in that room and will affect the heat throughout the remainder of the unit. **The pilot light is turned off after Memorial Day Weekend and is turned on the middle of September unless other arrangements are made 10 days prior to arrival.**

Electric Fireplace (Cliffside Master Suite):

This may need to be used in the winter time to help maintain the desired temperature in that room. It has a setting for flames without heat.

Smoking:

This is a smoke free environment.
Smoking is **not** allowed inside the house.

Open Flames:

No open flames are allowed inside the house. This is to discourage any accidental fires.

Please ensure the stove, oven, appliances, etc. are off when not in use.

No candles are allowed. Nightlights make dim, soft lighting and are in most of the rooms.

A fire pit is provided in the driveway area near the well. Guests need to provide their own wood and utensils for this pit. There is a hose provided for guests to extinguish all fires each time the fire pit is used. The house is located in a wooded area and the person starting the fire is responsible if a forest fire originates from this location. **Please drown all campfires.**

A gas grill with operating instructions is provided on the deck of Cliffside. Utensils are provided. A fire extinguisher is located near the grill. Please do not leave the grill on unattended.

Generator:

A full house generator will automatically turn on in case of a power outage.

Camping:

No camping is allowed on the premises.

Firearms:

Hunting or discharging of firearms will **not** be allowed on the property.

Pets:

Sorry, we cannot accommodate pets.

Garbage:

Please **keep all food inside as not to attract creatures and critters.** The unit, Cliffside, has a kitchen garbage disposal. As you fill garbage bags, please twist tie them and place the bags in the appropriate garbage containers in the garbage storage room on the ground level. There is no trash removal for long term rentals.

Medical Needs:

There are small First Aid Kits in each of the units. If you need medical attention, the nearest hospital, **Grant Memorial Hospital** is about 40 minutes away on Route 28/55 in Petersburg, WV. The phone number is **(304) 257-1026**. For non-emergency medical treatment during daytime hours, you may call **Love Memorial Clinic** at **538-7755** or **Hardy County Medical Services** at **538-7755**. For all **emergency situations**, you should call “**911**”. The address you should refer to is **575 Dumpling Run Road, Moorefield**. The phone number is **(304) 434-2083**.

Weather and Road Conditions:

We do not guarantee any weather conditions or road conditions. In case of snow, the driveway will not be plowed. It is recommended that you park near the driveway entrance to ensure egress. It is, also, recommended that in the wintertime you have a 4WD vehicle, snow tires or chains. **Il Bella Vista, LLC, Allstar Lodging, and Shultz Realty** are not responsible for any wrecker services and/or towing charges. Walkways, steps, decks, porches, overlook areas will not have snow removed from them. Caution is advised as **Il Bella Vista, LLC, Allstar Lodging, and Shultz Realty** will not be held responsible for any injuries.

Caution:

Along with beautiful views and breath taking scenery, there are inherent dangers, both obvious and hidden. WV flourishes with wild animals and this location makes no exception to that fact. You are cautioned to be alert for dangers such as bears, snakes, biting and stinging insects, etc. Medical assistance is not nearby. A small First Aid Kit is in each of the units.

You are advised and cautioned not to travel outside of the fenced areas surrounding **Il Bella Vista, LLC**. Property outside of the fenced area is private property and trespassing is not allowed. Even though the area is fenced off for your protection, you are advised not to lean against the fencing or deck/balcony rails, crawl under the fencing or deck/balcony rails, climb over the fencing or deck/balcony rails, go around the fencing or deck /balcony rails or hang over the fencing or deck/balcony rails

Drop offs can exceed over 100 feet resulting in a sudden landing ensuring an almost certain death.

Il Bella Vista, LLC, Allstar Lodging, and Shultz Realty assume no liability or responsibility whatsoever for any injury sustained by guests from encounters with wildlife, falls, or other physical mishaps.

Fencing along with porch, deck, and balcony railings are there for your protection. Guests are cautioned against leaning or climbing outside of **any** railing/fencing. Serious injury or death may result by the failure to abide by this warning.

We, hereby, encourage you to enjoy the beauty and urge you to respect the danger.

Supplies:

Each of the units is supplied with linens, towels, dishes, glassware, coffeemaker, toaster, hand mixer, blender, pots and pans, utensils, and an indoor grill. There will be a supply of paper towels, detergents, and trash bags, which are expected to last for a normal period of stay. There are complimentary soaps, shampoo, lotion, and herbal salts as well as a complimentary start of ground coffee, tea bags, sugar, sweetener, and creamer.

Lost and Found:

Il Bella Vista, LLC, Allstar Lodging, and Shultz Realty can not be held responsible for any theft or loss of personal items or of any personal items left in a unit. Found items may be returned by request at owner's expense. After 30 days, any unclaimed items will be donated to charity.

Departure Procedures:

Check-out is at 11:00 a.m. If you do not adhere to these times, you may be charged an additional day.

Bag all garbage. Tie the bags and place them in the appropriate garbage containers in the storage room on the ground level.

Check closets, drawers, cabinets and refrigerator for personal supplies and items.

Have all dishes, utensils, pots, pans, etc. clean (or washing in dishwasher, do not overload the dishwasher) and place only clean items in kitchen cabinets. No glassware, cups, etc. should be left on the furniture.

All kitchen items are to be returned to the kitchen from which they were removed.

All bathroom towels are to be in bathrooms.

Have the furniture, television, DVD/CD player arranged as you found them. Remotes are not to leave the rooms to which they are assigned.

All doors and windows are to be closed and locked.

All lights and fans are to be turned off (including the fan on the screened-in porch).

Check stove, fireplaces, appliances, etc. to make sure all are cut off.

Turn the thermostat to 50 degrees in the wintertime and 85 degrees in the summertime.

Return the house key to the respective lock box.

We do request that you leave our home in a neat and orderly manner. Some cleaning supplies are furnished to help maintain it during your stay. **Otherwise you will incur a minimum \$125.00 cleaning charge**, which will be processed on the same credit card that was used to make the reservation.

We, also, request that you follow the departure procedures or you could be held liable for damages - especially those caused by open/unlocked windows/doors.

Assumption of Risk and Waiver of Liability

Disclaimer:

This information is believed to be reliable, but is not guaranteed. Rental offerings are made subject to errors, omission, price changes, prior rental, or withdrawal without notice. These guidelines are provided as an informative tool. Il Bella Vista, LLC, Allstar Lodging, and Shultz Realty are not responsible for lost or stolen property or liable for accidents, illnesses or treatment thereof directly or indirectly related to your stay in any of the units at Il Bella Vista. LLC. This agency reserves the right to refund deposit and all rental monies, refuse rental or discontinue occupancy if, in the agent's opinion, tenant or tenant's party is detrimental to the property, violates any rules and regulations set forth by Il Bella Vista, LLC.

Notice:

Il Bella Vista, LLC is located in a remote area of the state of West Virginia. Such a rural setting includes the potential for injury or death resulting from falls, encounters with wildlife, or other dangerous conditions, which may exist. Il Bella Vista, LLC, Allstar Realty, and Shultz Realty assume no responsibility or liability whatsoever for any injury or death resulting from any dangerous condition which may exist at Il Bella Vista, LLC or the surrounding areas.

Re: Children under 18 years of Age and/or Guests

Il Bella Vista, LLC has gone to great care and expense to corridor off dangerous areas surrounding the residence. The house rests on a hundred foot cliff. Fencing, guardrails, and danger signs provide reminders not to go beyond those points. The views are breathtaking and the owners would like for their guests to enjoy them within the confined area. A sudden slip or fall could be life taking.

Children under the age of 18 years must be accompanied by a responsible adult at all times near these dangerous areas including balconies, decks, porches, and fencing. This is for the safety of all involved. In a blink of an eye a child could be lost forever. Proper supervision will help to ensure precautions and safety measures.

Il Bella Vista, LLC, Allstar Lodging, and/or Shultz Realty will in no way be held liable for the actions of children under the age of 18 years of age or of any guests.

I, _____, on behalf of myself and those accompanying me, agree to save and hold harmless Il Bella Vista, LLC, its owners, agents, employees, and servants from any and all liability associated with my stay at its lodge located south of Moorefield, in South Fork District, Hardy County, West Virginia. I agree to assume any and all risks associated with my stay at said lodge. I recognize that there are certain foreseen and unforeseen risks associated with my stay which could result in injury, disability, death, loss, or damage to person or property associated with my presence or participation in activities, and with this knowledge I do hereby indemnify and save harmless Il Bella Vista, LLC, its owners, agents, employees, and servants.

Executed on this the _____ day of _____, _____.

Signature

Witness

Renters' Signatures*

Date

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*Those who sign this agreement are responsible for those who do not sign.