



## **Wisp Resort Vacation Rental Agreement**

**Occupancy** – Each of our vacation rental properties have a designated occupancy limit. This limit does not include children under two (2) years' of age. If overcrowding occurs during anytime of reservation immediate eviction will occur without a refund.

**Family Only Policy** – We have a family group only policy and you must be 24 years of age to sign the rental agreement and receive a key. We do not allow Sororities, Fraternities, Wedding Receptions, Spring Break Parties, or any other such groups unless previously approved at the time of reservation. If approved, an additional security deposit and cleaning fee may apply.

**Pet Friendly** - Dogs only are allowed in designated Pet Friendly homes (restrictions apply). NO EXCEPTIONS. Pets are limited to two domestic, housebroken dogs, excluding the following breeds: Doberman, German Shepherd, Pit Bull, Rotweiler, Huskie, Malamute, Chow, and Akita. There is a non-refundable \$45 (plus tax) per dog fee for four nights or less plus \$12 for every additional night per dog above the four nights. Please inform the reservationists at the time of booking your reservation. Any violation with pets in a non-pet home will be cause for termination of tenancy with no refund.

**Holidays** – Make Wisp Resort your holiday getaway! The following dates have a 3 night stay minimum requirement: President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and New Year's Eve.

**PAYMENTS:** If you want us to automatically run your credit card on the date payment is due, please request this when making your reservation. We do not except personal checks.

**1st payment** is due the day the reservation is made of 20%.

**2nd payment** is due 1 month before your arrival date. The remainder of the balance must be paid in full at that time.

**If you are making a reservation within 30 days of your arrival,**

Full payment is due at time of making your reservation by either cash or credit card.

**Taxes** – All reservations will be subject to an administrative fee, 6% Maryland State Tax, and 5% accommodation tax.

\*All tax amounts are factored into your final payment amount on your rental lease and are subject to change without notice.\*

**Cancellations and Transfers** - To cancel or change a confirmed reservation, please call us as soon as you know you will be unable to vacation to give us as much time as possible to re-rent the property. We require written notification of cancellation or change signed by the leaseholder that can be sent via mail, fax or e-mail. We will try our best to re-rent your property, if it is successfully re-rented and confirmed, you will be refunded the rent and taxes, less a \$150.00 cancellation fee. If we are able to re-rent your property at less than the full amount of your reservation, your refund will be prorated to reflect the difference of the lower rental rate. If your home does not successfully re-rent you will forfeit all monies paid to Wisp Resort.

**Refunds** - Your reservation and signed Vacation Rental Agreement binds you to a specific home and a specific period of time. There should be no expectation of refunds or relocation because you are disappointed with the property you have rented or because something associated with the property is not working to your satisfaction. Unlike a hotel, we cannot relocate you without specific authorization from the Property Owner. We will make every effort to correct any problems that arise during your stay in a timely manner. However, there will be no refunds for mechanical failure of nonessential items such as air conditioners, TVs, DVDs, grills, recreational games and equipment, deck furniture, dishwashers, washers/dryers, hot tubs, or other luxury items. Homes with multiple TVs, VCRs and DVDs will not be provided with a loaner.

**Damage/Accidents to Rental Property** – If Leaseholder has paid a *Damage Insurance Fee* at the time of confirmed reservation, then Leaseholder agrees to notify the Rental Agent as to any damages or accidents that occur to the premises, to both real property and personal property during your rental period. If the agent determines that no intentional or wanton or willful misconduct was done, the agent will repair/replace as needed up to \$2500 (does not include pet damage). Any damage or accident that exceeds \$2500 will be the responsibility of the leaseholder. DAMAGES MUST BE REPORTED PRIOR TO CHECK-OUT IN ORDER FOR THE RENTAL AGENCY TO REPAIR/REPLACE SAID DAMAGES. OTHERWISE, ALL DAMAGE COSTS WILL BE THE RESPONSIBILITY OF THE LEASEHOLDER.

#### **Early Check in and Late Check Out** –

Check in time is at 4 pm and takes place at the Wisp Hotel front desk, where you will receive a packet with directions and keys.

For an additional fee of \$20 you can reserve early check in *or* late check out of your vacation rental, giving you up to four extra hours in your property (2 hours early or two hours later- \$20 each). Please contact the reservation specialist no earlier than 3 days in advance to your arrival or departure to reserve this.

#### **Check in and Checkout Procedures** –

**Checking in** – Check in time is at 4 pm year round, at the Wisp Hotel. Important information and directions to your rental property will be provided in a packet upon your arrival.

**Check Out** – Check out is at 11:00 am. If you have paid the extra \$20 for late check-out then your check out time is extended 2 hours- (thus being 1:00 pm). You must check out at the front desk of the Wisp Hotel. There will be a \$25 fee for each property key not returned to the hotel front desk.

#### **Check Out Procedures:**

- Notify Wisp Resort Rental Agent of any Damage.
- Place all trash in the community dumpster for your rental property.
- Straighten and return all furniture to its original configuration.
- Remove debris and straighten all decks.
- Leave all linens and towels in the home and all beds unmade.
- Clean and put away all dishes including those in the dishwasher.
- Clean all food out of the refrigerator.
- Leave the refrigerator and freezer settings on medium.
- Please turn off all small appliances such as coffee pot, blender, etc.
- Turn off all inside and outside lights.

- Make sure all doors and windows are locked and secure.
- Please leave hot tub locked, if applicable.
- In the winter time please leave the thermostat at 60 degrees and hot ashes in the fireplace.
- If your home requires extra cleaning because you left it in poor condition, you will be charged an additional cleaning fee.

### **Transient Vacation Rental Unit Ordinance –**

Garrett County has an ordinance that applies to all vacation rental properties. Please abide by these rules or immediate eviction could occur with no refund.

**Parking** – Your property is designated with a parking limit and designated parking spaces. Please do not exceed the maximum number of cars allowed for your property and refrain from parking on all roads. Motor homes are not permitted at any time.

**Noise Ordinance** – Noise ordinance is in effect from 11pm to 8am. Please remember that outside voices do carry over the water, and be respectful of your neighbor when in your hot tub.

**Trash** – All trash must be disposed of in the bear proof community dumpster.

**What we provide** – Linens and towels are provided for every vacation rental property for the maximum occupancy (1.5 towels & 1 wash cloth per person). Your beds will be made prior to your arrival. Please do not remove any linens or towels from premises.

All homes are equipped with coffee makers, toasters, blenders, pots and pans, dishes, cooking utensils, flatware, and glasses. Please refer to individual property page with a specific listing of amenities for your particular property. If you are in need of special items for your stay please bring them along, such as, chef's knives, food processors, specialty pots and pans, and so on.

All properties have a telephone for you to use which will allow you to make local and long distance phone calls at no charge. It is possible for your telephone service to be interrupted, if so we will make every effort to correct the problem, but cannot guarantee the replacement or repair.

### **What you need to bring –**

- Paper Towels
- Toilet Paper
- Garbage Bags
- Aluminum Foil
- Plastic Wraps
- Dish Detergent
- All Purpose Cleaner
- Bath Soap
- Staple Items (salt, pepper, sugar, coffee filters, etc.)
- Condiments
- Beach Towels for lake, hot tub, and/or pool (if applicable)
- Firewood (If house has wood burning fireplace. Do to the Emerald Ash Borer Eradication Plan only Maryland firewood can be used.)

**Miscellaneous**

**1. Construction** – Deep Creek Lake and Wisp Resort are growing resort areas. New Construction can occur often without us being aware; it may alter your view, cause additional noise, and other concerns. No refunds or moves will be made due to construction.

**2. Motor Homes** – Motor Homes are not permitted at any of the vacation rentals. If you are bringing one, please speak with your reservation specialist for a place to park your motor home during your vacation.

*Any additional fees that have occurred during your stay or after (such as damages or unreturned keys) will be charged to the credit card which was used when booking the reservation.*

*\*Wisp Resort Development reserves the right to cancel this agreement due to the sale of the property or for any other unknown circumstance beyond our control.*

I, the undersigned have read and understand all information contained in this Wisp Resort Vacation Rental Agreement. I also understand that no space will be held until a signed agreement is returned. In addition, if this signed agreement is not received; all information outlined in this agreement is subject to change or to cancellation. The terms and conditions are an integral part of the agreement.

\_\_\_\_\_  
Renter's Name Printed

Arrival Date: \_\_\_\_\_

\_\_\_\_\_  
Renter's Signature

Date: \_\_\_\_\_