



## Rental Terms & Conditions

[WWW.DEEPCREEK.COM](http://WWW.DEEPCREEK.COM) | 1.888.770.8168

Your account will be charged immediately upon booking for the first payment in your payment schedule shown. Following this charge, **YOU WILL BE AUTOMATICALLY ENROLLED INTO AUTO-PAY FOR ANY FUTURE PAYMENTS ON YOUR RESERVATION, USING THE CARD PROVIDED DURING BOOKING.** If you wish to opt out of auto-pay or use a different credit card for remaining payments, please choose "No" in the auto-pay preferences section of your electronic contract agreement (sent immediately after booking).

*These Rental Terms & Conditions (these "Terms") contain important information about your rights and obligations governing your reservation with Towne Vacations Deep Creek, LLC d/b/a Railey Vacations ("RV," "we," "our," or "us"), the management company for the owner of the rental property (the "Owner"). By signing the Travel Party List & Additional Details for Reservation form, or by your payment of money or taking possession of the rental property after receipt of these Terms, you agree to comply with and be bound by these Terms. Please read these Terms carefully and keep a copy of these Terms for your records.*

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## BILLING SUMMARY & PAYMENT DETAILS

### PAYMENT METHODS

We accept Visa, MasterCard, Discover, and American Express. We do not accept e-checks, PayPal, or money transfers. Checks by US Mail will not be accepted for reservations booked less than 35 days to arrival. A \$45.00 fee will be charged to you for all returned checks.

- **ARRIVAL DATES WITHIN 35 DAYS OF BOOKING:** Full payment is due at the time of booking your reservation. If full payment is not received at the time of booking, we have the right to decline or cancel your reservation and re-list the rental property for reservation by another guest during your proposed reservation time.
- **ARRIVAL DATES MORE THAN 35 DAYS AFTER BOOKING:** 50% of your total payment amount is due at the time of booking your reservation and the remaining 50% balance is due on the date which is 35 days prior to your scheduled arrival date. If any payment is not received by the due date, we have the right to cancel your reservation and re-list the rental property for reservation by another guest and you will not be entitled to a refund of any deposits or advance payments.

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## TRAVEL INSURANCE DETAILS:

- **ACCEPTING** the Travel Insurance: RedSky Travel Insurance, underwritten by Arch Insurance Company, can be purchased at the time of booking your reservation or any time thereafter up until the time that your final payment is due. If travel insurance is purchased after the time of booking, some additional limitations on coverage may apply. Any purchase of travel insurance, whether through Red Sky or independently, is voluntary and left to your discretion. We do not make any recommendations, representations or warranties about the scope or suitability of coverage under a RedSky Travel Insurance policy and coverage is subject to the terms and conditions of such policy. Please refer to your travel insurance policy for coverage details. Once travel insurance has been purchased, the amount of any premium is non-refundable.

- **CLAIMS** through Travel Insurance: Any claims for coverage under a travel insurance policy must be made through the claims policy process outlined in the travel insurance policy itself. We are not involved in the processing or administration of travel insurance claims or benefits. Please refer to your travel insurance policy or contact the underwriter (contact information for Arch Insurance Company appears below) for additional information.

**Phone:** 866.889.7409.  
**Fax:** 443.279.2901  
**Email:** [redsky@archinsurance.com](mailto:redsky@archinsurance.com)  
**Website:** [www.trippreserver.com](http://www.trippreserver.com)  
**Office Hours:** Monday – Friday, 8:30am – 5:00pm EST

**Red Sky Travel Insurance**  
*c/o Arch Insurance Company*  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031

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## CANCELLATION POLICY:

In the event that your reservation is cancelled by you, regardless of the reason (whether due to inclement weather, illness, death, travel restrictions or advisories, public health emergency, pandemic, or economic factors), RV will be entitled to, and will not refund to you, the amount of any deposits or payments owed or paid by you prior to the date of cancellation. However, if the rental property is re-rented to another guest for the duration of your cancelled reservation for an amount that is equal to or greater than the amount of your cancelled reservation, then (and only then) will we refund the net amount of any deposit or prior payments, less the administrative fee, a cancellation fee, and, if applicable, any travel insurance premium. We may discount the amount charged to re-rent the property at our discretion and without prior notice to you. If the rental property is re-rented for less than the amount of your cancelled reservation, you are responsible for the difference, which will be deducted from any refund (in addition to the amount of the administrative fee, cancellation fee and, if applicable, any travel insurance premium). If the rental property is so re-rented and we determine that you are entitled to a refund, we will contact you within the month following your departure date to let you know the refund amount. We do not process refunds sooner than the month after your departure date under any circumstance. If you wish to cancel your reservation, the guest who booked the reservation must notify us in writing of such cancellation.

If you have purchased travel insurance and your reservation is cancelled, you may be able to make a claim through the travel insurance company. See the "Travel Insurance Details" section of these Terms for more information.

In the event that the rental property reserved by you becomes unavailable during your scheduled reservation period due to circumstances or events beyond our reasonable control (including without limitation in the event the Owner sells or occupies the rental property or otherwise makes the rental property unavailable during your scheduled reservation period), we reserve the right to substitute a reasonably comparable accommodation during your scheduled reservation period in place of such rental property. If a reasonably comparable substitute accommodation is not available during your scheduled reservation period, we will refund the amount of your deposit or prepayment.

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## CHECK-IN DETAILS:

**Please remember that the guest booking the reservation MUST be at least 24 years of age. No individual under the age of 24 will be given the keys or access code to any property.**

**PLEASE NOTE:** Some of our properties further restrict the minimum age of the guest booking the reservation.

### WHAT IS PROVIDED/WHAT GUESTS NEED TO BRING:

#### What is Provided:

- Sheets & Towels
- Beds will be made with linens, pillows, and bedspread.

#### What Guests Need to Bring:

- Paper products (*toilet paper, paper towels, coffee filters, etc.*)
- Bath toiletries and hair dryers

- Bath Towels (1 towel/washcloth per person)
- Drip or single cup coffee maker, toaster, pots, pans, dishes, utensils, glassware.
- Hand soap, dishwasher detergent, laundry detergent.
- Charcoal for outdoor grilling
- Trash bags
- Towels for lake, pool, and hot tub use.
- Specialty kitchen items (*such as large roasting pans, crockpots, etc.*)

**CHECK-IN LOCATION AND TIMES:**

Your check-in location may be at our office or directly at your rental home. The method is dependent on the home you rented and will be defined in your pre-arrival emails, sent within 2 weeks of arrival (assuming all required paperwork has been completed). Our main office address, if you should need to visit, is **5 Vacation Way, McHenry, MD 21541** (This is the blue building located between the Visitor’s Center and Railey Realty, next to The Greene Turtle Restaurant). You can visit our website, [www.deepcreek.com](http://www.deepcreek.com), to find detailed directions on how to locate our rental office when traveling from the areas of Baltimore, Washington D.C., East Pittsburgh, and West Pittsburgh areas.

Our office hours vary by season. In the summer season, the office is open Monday-Friday from 9:00am-6:00pm and Saturday-Sunday from 9:00am – 8:00pm (*Summer season is considered from the 2<sup>nd</sup> weekend in June – the 3<sup>rd</sup> weekend in August*). During all other seasons, the office is open every day from 9:00am-6:00pm, with extended hours on Fridays from 9:00am-8:00pm. Office hours are subject to change based on check-in and check-out volume. You will receive notifications by email should our office hour changes affect your arrival or departure dates.

**Standard check-in time year-round is 4:00pm.** Based on availability, you may be able to add an early check-in to your reservation for an additional fee. **Standard check-out time year-round is 10:00am.** Based on availability, you may also be able to add a late check-out to your reservation for an additional fee. Payments for these fees are required up front or with your final payment to secure your early arrival and/or late departure. Please see the chart below for additional details on early check-in and late check-out. You may contact our vacation consultants at 800.846.7368 (RENT) to ask about availability and add this to your bill. **We do not permit anyone to access rental properties earlier than their scheduled arrival time, unless they have set up an early check-in ahead of time.**

**UPON ARRIVAL, THE CLEANING PERSONNEL MAY BE ON THE PREMISES UNTIL 6:30PM.** We will still release your keys or keyless entry codes at the scheduled 4:00pm check-in time, however please be aware that housekeeping may need to be on premises until as late as 6:30pm to do a thorough cleaning job at your property during our busier check-in times.

If you have any Housekeeping inquiries, please notify us within 24 hours following your arrival to the home. Any housekeeping inquiries brought to our attention after 24 hours may be accommodated, but at the guest's additional expense.

Please note: Since the units Log Retreat and Ronnie's Retreat encompass 2 individual homes to prepare for arrival, they require a larger deposit. The fee for each would be \$200 for Log Retreat and \$175 for Ronnie's Retreat. Early Check-In and Late Check-Out are unavailable options for these homes in the summer months.

**EARLY CHECK-IN AND LATE CHECK-OUT**

Season	When to Add	Early Check-In Time	Late Check-Out Time
2 <sup>nd</sup> June Week – Labor Day	2+ Weeks Prior to Arrival	1:00pm vs. 4:00pm	1:00pm vs. 10:00am
All Other Seasons	1 to 3 Days Prior to Arrival	1:00pm vs. 4:00pm	1:00pm vs. 10:00am
<b>SUMMER</b>			
	<b>1 to 3 Bedrooms</b>	<b>4 to 5 Bedrooms</b>	<b>6 to 9 Bedrooms</b>
			<b>10+ Bedrooms</b>

Early Check-In Fee	\$75.00	\$100.00	UNAVAILABLE	UNAVAILABLE
Late Check-Out Fee	\$75.00	\$100.00	UNAVAILABLE	UNAVAILABLE
<b>ALL OTHER SEASONS (SEPT. – MAY)</b>				
	<b>1 to 3 Bedrooms</b>	<b>4 to 6 Bedrooms</b>	<b>7 to 9 Bedrooms</b>	<b>10+ Bedrooms</b>
Early Check-In Fee	\$75.00	\$100.00	\$125.00	\$225.00
Late Check-Out Fee	\$75.00	\$100.00	\$125.00	\$225.00

**OCCUPANCY/USAGE OF HOMES AND PROPERTIES:** Each rental property has an established “maximum occupancy”. Maximum occupancy is an effort to protect and promote the interest of the property Owners, guests, and visitors. Any guest exceeding maximum occupancy inside or outside, day or night, will be subject to immediate eviction without refund. Children under the age of twelve should not be left in the property without an adult. Mobile units, such as campers and tents, cannot be used on the property.

**FAMILY GROUPS ONLY:** The occupancy of all rental units is limited to guests and their family groups only. No sororities, fraternities, or non-chaperoned groups allowed. The guest booking the reservation MUST be at least 24 years of age to rent any of our properties and no one will be given the keys or access code to a property that is under the age of 24 (*please take note of the properties which require an even higher minimum rental age limit above in the “Check-In Details” section*). Photo I.D. is required at check-in for verification. In the event that a rental has been secured in violation of these restrictions, we reserve the right to terminate the rental, effective immediately, and to remove the group from the property, without refund of any payment.

**CAUSE FOR EVICTION AND IMMEDIATE FORFEITURE OF RENT:** Includes, but is not limited to: non-family groups, subletting or assignment of this lease, activity constituting a nuisance of which is offensive or disruptive, bringing pets onto premises without written permission (or payment of dog fee(s) with rental of dog friendly properties), numbers in excess of the established maximum occupancy, destruction of property, and/or illegal use or property.

**RENTABILITY:** If at the time of occupancy the property cannot be delivered in a fit and habitable condition, or if the property becomes unfit or uninhabitable during occupancy, the lease shall terminate and the guest shall surrender possession. RV reserves the right to substitute a reasonably comparable property in its place. If unsuccessful, prorated rent will be refunded to you, provided that the unfit or uninhabitable condition was not caused by you or any other guest in your reservation party.

**INDEMNIFICATION AND HOLD HARMLESS:** You agree to hold harmless, indemnify and defend each of the Owner, RV and RV’s employees, affiliates, representatives and agents from and against any all losses, claims, damages, liabilities, illness, death, personal injury to any person (including any guest in your reservation party), costs or expenses (including reasonable attorneys’ fees) arising out of your or any other guest in your reservation party’s negligent act or omission or willful misconduct.

**ACCESS TO PREMISES:** Persons authorized by RV shall have the right to access the premises during the rental to make repairs, inspections, occupancy/usage checks, and/or to show the property sale/rent.

**DOCKS:** Docks are not guaranteed for reservations between Labor Day and Memorial Day (September – May). Please call the reservations department to verify dock availability (800.846.7368). Be careful around docks, they tend to be slippery when wet. Check the property listing at our direct website ([www.deepcreek.com](http://www.deepcreek.com)) for your particular property to verify the number of dock slips permitted with your rental. Please check with Department of Natural Resources (301.387.4111) or the Chamber of Commerce (301.387.6171) regarding boating and personal watercraft regulations, including size limitations, horsepower, times of use, launching, etc. **IF STAYING IN THE CARMEL COVE COMMUNITY, A PONTOON BOAT MAY NOT BE SUCCESSFULLY ACCOMMODATED AT YOUR PROPERTY.** If planning to rent a pontoon boat, please check with the local marinas about availability to rent when staying at one of the properties located in this area.

**BOAT LAUNCH:** The Department of Natural Resources prohibits the launching of any powered watercraft from any private property. Please use public ramps, such as those at Deep Creek Lake State Park.

**PARKING:** The maximum parking for your rental is as indicated on our direct website ([www.deepcreek.com](http://www.deepcreek.com)). You will also receive this information at check-in and can find this information in the guest app, as well as the "Welcome Book" located within the rental property. Not all properties and/or communities allow boat or boat trailer parking at the property. Please check with our office for availability or reference your property's listing on our direct website (*all condo and townhome properties prohibit boat and boat trailer parking*). For properties which do allow boat or boat trailer parking, this is considered 1 additional vehicle towards your maximum parking limit. All vehicles over maximum occupancy and/or in roadways are at risk for towing at any time without warning and at the leaseholder's expense.

**CONDOMINIUMS/TOWNHOMES:** Only 1-2 vehicles allowed per property (check our direct website at [www.deepcreek.com](http://www.deepcreek.com) for your property). No grills are allowed on the decks, they must be placed on the grass away from the rental property. **No boat or boat trailer parking is allowed.** If there is pool/tennis in your development, you need the pass key or combination which is provided at check-in. Hours differ based on standards set by each individual development or association.

**WINTER RESERVATIONS:** Arrivals November – March should be prepared for winter weather conditions. Due to potential of bad weather and snowy conditions, snow tires and/or chains or a 4WD vehicle may be necessary and are strongly recommended for all rentals during the winter season. RV will make every attempt to clear the driveways (RV plows or contacts the Homeowner Association vendor to plow for every 4" of snow and will make judgement calls as necessary on plowing sooner for arrivals and departures), but are not responsible for any roadways or access points outside of the rental driveway. Outdoor BBQ grills are not guaranteed for any reservations from November – March due to winter conditions.

**GRILLS:** Do not place grills inside the property or move them from their present location. Turkey fryers and the like are not permitted. Propane is provided for gas grills (*subject to seasonal availability of grill. See "Winter Reservations" for more details.*) and you can call anytime during business operating hours to request a refill. **Charcoal is not provided for charcoal grills with any of our rentals.**

**TELEPHONE:** Not all properties are guaranteed to have home phones and/or cell phone service and we recommend you check with your local service provider about the availability of cell phone service in the area.

**FIRES AND FIREWORKS:** Outside fires and fireworks of any kind are prohibited (fires are allowed within the confines of an advertised fire pit). Do not remove ashes from fireplaces and make sure fires are out prior to leaving the property. Make sure the damper is open before starting fires. Please be cautious, fires can become too hot which can create flue fires and cause fireplace glass doors to explode. Two bundles of firewood for every night of your stay will be provided as a complimentary starter package (or, dependent on the property, loose bulk firewood) for participating properties with a home that has any number of wood burning fireplaces during the dates of September 15<sup>th</sup> – April 15<sup>th</sup>. You can call our office to ask about availability of more than 2 bundles per night (additional fees apply), purchase bundles on arrival at our firewood shed located in the parking lot of the check-in office or purchase additional bundles from any of the local gas stations.

**NOISE:** Please be considerate of neighbors. People enjoy Deep Creek Lake for its serenity; excessive noise will not be tolerated and may be cause for immediate termination of this rental agreement and the guest's occupancy of the property. Remember voices carry from decks, hot tubs, docks, and boats. Please be considerate of County Ordinance mandated quiet hours from 11:00pm – 8:00am.

**CONSTRUCTION NOISE:** Deep Creek Lake is a growing resort community and new construction is evident throughout the area. If you rent a home near new construction, please be tolerant of the possible additional noise and other concerns. Please realize that this situation is a matter beyond our control and no refunds or relocation will be made due to these circumstances.

**TRASH REMOVAL:** The garage bins should remain by the roadside at all times with the exception of properties in developments with community dumpsters. The location of the dumpsters is in the "Welcome Book" located in the home, on the direction card given at check-in, and within the guest app. Remember to close and latch the lids of cans to prevent animals from getting in. Pick up is once a week (day of pick-up dependent on rental property). **Trashcans moved from the edge of road, or trash left outside of cans, will be charged a minimum of \$35 for trash pick-up.** Please contact our office at 301.387.0080 with questions on what to do with excess trash during your stay or prior to departure.

**PETS:** Dogs are allowed in the property only if advertised as a "Dog Friendly" property, through our direct website ([www.deepcreek.com](http://www.deepcreek.com)); a non-refundable pet fee MUST be paid for each pet. Only dogs (no more than two) are allowed. Cats and other animals are prohibited. **Pets are not allowed in any other properties.** If pets are found on premises without written permission (or payment of dog fee(s) with rental of dog friendly properties), the guest will be subject to immediate eviction without refund. Please clean up the yard after pets and do not allow them on furniture,

beds, or in pools. The Damage Waiver program does not cover damages caused by pets. ***\*Please note that there is NO guarantee that any property is completely free of allergens.***

**GARRETT COUNTY TRANSIENT VACATION RENTAL UNIT ORDINANCE (TVRU):** At the end of these terms and conditions is the Garrett County ordinance on vacation rental properties in the Deep Creek Lake area. By agreeing to these terms and conditions, you are agreeing to abide by the Garrett County TVRU ordinance.

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## **DAMAGE WAIVER PROGRAM:**

We understand our guests do not arrive with intentions of damaging a property. We also understand that accidents can and will happen. To truly enjoy a vacation, most people don't want to worry about the occasional drink spill or scuff on the wall, so in lieu of a security deposit, RV offers a non-refundable damage waiver fee that excuses you from accidental damage to the home, up to a maximum limit of \$3,000.00 per home (*all accidental damage should be reported immediately at 800.846.7368*). This fee is in addition to the rent. Upon receipt of the damage waiver fee, the Owner will release the guest from liability for *accidental damage to the maximum extent of \$3,000.00 (restrictions apply – see below)*.

The damage waiver does not cover or release the guest from liability for damage due to the following:

1. Intentional, willful, reckless, or malicious acts of the guest or others on the property during the tenancy.
2. Damage by pets.
3. Theft from the property of either the Owner's or property belonging to a previous renter.
4. Damage caused while under the influence of alcohol or drugs.
5. Damages to real property, furnishings, or any vehicles from operation of a motorized vehicle or vessel by a guest.
6. Damages related to smoking.
7. Damages in excess of \$3,000.00.
8. Damages not reported by the time of the guest's departure.

The conditions of the damage waiver program extend to all members of the guest's party. The damage waiver program does not cover accidental damage for non-family or large groups, such as weddings, reunions, corporate retreats, etc.

**SMOKING IS NOT PERMITTED IN ANY RENTAL PROPERTY.** Smoking of all products, tobacco or otherwise, are strictly banned from use inside of all rental properties. Evidence found of smoking within the property, or improperly disposing of smoking or drug related paraphernalia, will result in a \$1,500.00 fine per incident. Multiple fines may apply.

Allowing dogs in the pools, having glass or other contaminants in the pools/pool rooms, and tampering with the pool alarms (the "Rule Violations") are all strictly prohibited and will result in a separate fee for each and every rule violation. Evidence of tampering with the pool alarm will result in a \$500.00 fee and evidence of all other incidences will incur a \$1,500.00 fee. Multiple fees may apply. These fees represent the reasonable costs associated with the inspection and maintenance required for each rule violation.

**ALL DAMAGES, ACCIDENTAL OR OTHERWISE, MUST BE REPORTED TO RV PRIOR TO CHECKOUT** and it is strongly recommended reporting all damages immediately. RV representatives have the ultimate authority to determine the nature and extent of damages, necessary repairs, and eligibility as "accidental damage". Any unreported damages, accidental or otherwise, will be presumed malicious and the guest will be held responsible for the associated damage costs. Please understand that you are being given permission to use the real and personal property of the property Owners. This is not license to alter, damage, deface, or in any way inure the unit. Malicious destruction of property is a crime in Maryland and RV and the Owners specifically reserve the right to pursue any and all remedies associated with damage to property not covered by the terms of the Damage Waiver Program.

If applicable. Failure to report extensive damage may result in legal action. Upon receipt of bill for damages, the guest has 15 days to respond with payment or a payment schedule. Failure to comply may result in further legal action.

Under no circumstance does this damage waiver release a guest or any member of their party from obligations imposed by the Garrett County Transient Vacation Rental Unit Ordinance (see below) or expectations stated within the rental agreement, including but not limited to, the following:

1. Keep the property as clean and safe as the condition of the property permits, and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that you use. *(Do not move furniture)*
2. Dispose of all ashes, rubbish, garbage, charcoal, and other waste in a clean and safe manner.
3. Keep all plumbing fixtures, on the property or used by the guest, in the working, in working condition and as clean as their condition permits.
4. Do not deliberately or negligently destroy, deface, damage, or remove any part of the property, render inoperable the smoke detector, CO2 detector, security alarms, or pool alarms provided by the Owner, or knowingly permit anyone to do so.
5. Comply with all obligations imposed upon the tenant by current applicable building and housing codes.
6. Be responsible for damage, defacement, or removal of any property inside the rental that is in your exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the Owner or Owner's agent, defective products supplied or repairs made by the Owner, acts of third parties not invitees of the guest, or natural forces.
7. Notify the agent of the need for replacement and of repairs during the tenancy which continued presence or use would jeopardize the safety of guests or harm the property including repairs to the smoke detectors or replacing the batteries as needed.

By agreeing to these terms and conditions, you agree not to use the property for any activity or purpose that violates any criminal law or governmental regulation. Your breach of any duty contained in this paragraph after commencement of tenancy shall be considered material and shall result in the termination of your tenancy with NO REFUND OF RENT.

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## REFUNDS AND RELOCATION DISCLAIMERS:

Property amenities are not listed on the contract and no warranties are made as to accuracy. If any appliance, heating or cooling unit, jetted tub, hot tub, television, internet, cable, or DVD player does not work, RV will attempt to have it repaired. If you are dissatisfied with the working order of an amenity upon arrival, please contact RV immediately for a resolution at 800.846.7368. Properties are not equipped with air conditioning unless stated in the online listing directly from our website ([www.deepcreek.com](http://www.deepcreek.com)). RV does not guarantee any recreational equipment provided by the Owner. Visit your property's listing at [www.deepcreek.com](http://www.deepcreek.com) for updates to new, removed, and/or updated amenities. Please initial below that you understand this policy.

**No refunds will be given due to dissatisfaction with a non-working, nonessential amenity associated with the home whether or not the issue was reported.** This includes: air conditioners, TVs, DVD players (and other electronic devices), grills, recreational equipment, dishwashers, deck furniture, washers/dryers, hot tubs, or other luxury items. Please report any and all instances of items in need of attention immediately so that we may assist in repairs, where possible, quickly.

Agreeing to the terms and conditions of your reservation binds you, not only with RV, but with the specific unit you've reserved and that property Owner. **No refunds or relocation will be made due to disappointment with the property you have rented.** Relocation cannot happen without the approval from the Owner. We will make every reasonable effort to correct any problems that occur during your stay in a timely manner.

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# HOMES WITH HOT TUBS AND/OR SWIMMING POOLS:

The guest has been informed and understands that if the rental property has as hot tub and/or swimming pool on the premises, the guest agrees to assume sole responsibility for the safe and proper usage thereof, by all occupants of the property and visitors, and guest use the hot tub and/or swimming pool in a careful and proper manner and shall agree not to permit the hot tub and/or swimming pool to be operated or used in any illegal way. Only parties listed on the travel party list (separate document, which you should have obtained in your email upon booking) for the reservation are authorized to use the hot tub and/or swimming pools.

**INDEMNITY:** Guest agrees to indemnify and save harmless RV against all loss, damage, expense and penalty arising from any action of the guest which causes injury to a person by the operation or handling of the hot tub and/or swimming pool during the rental period or while the hot tub and/or swimming pool is in the control of the guest.

**RELEASE:** Guest assumes all risks and liability for the loss of or damage to the hot tub and/or swimming pool or any part of the hot tub and/or swimming pool from the death or injury to any person, property of another, and for all other risks and liabilities arising from the negligent use or operation of the hot tub and/or swimming pool. Nothing in this rental agreement shall authorize the guest or any other person to operate the hot tub and/or swimming pool so as to impose any liability or other obligation on RV.

## Important Safety and Use Instructions

1. Never use the hot tub and/or swimming pool alone. Do not permit children to use the hot tub and/or swimming pool unless they are closely supervised at all times. While the hot tub is being serviced, we ask that you keep children and pets away from the hot tub area.
2. All pools are equipped with safety alarms and pools are serviced daily during your occupancy. For your safety, do not tamper or attempt to disable the safety alarms at any time. Please call the office at 301-387-2124 if you are experiencing problems with the safety alarm.
3. Hot tub must always be left covered and locked when not in use. This is for the safety of your family & any children in the area.
4. Please do not sit or stand on the hot tub cover as it can be damaged very easily.
5. Read and follow any safety instruction and/or signs posted in the Unit and on/around the hot tub and/or swimming pool areas.
6. Exercise extreme caution when entering or leaving the hot tub and/or swimming pool areas, especially during freezing temperatures.
7. Do not stay in the hot tub for extended periods of time Set reasonable time limits. (10 minutes is recommended)
8. Never use any soaps, oils, or fragrances of any type in the hot tub and/or swimming pool. This could cause damage to the equipment and affect the chemical and sanitized balance of the hot tub and/or swimming pool, leading to a less enjoyable environment and a possible dangerous situation.
9. Never remove the thermometer or floating chemical dispenser from the hot tub. These must remain in constant contact with the water to provide the maximum amount of safety.
10. Always shower before and after using the hot tub and/or swimming pool.
11. **DANGER** – risk of electric shock. Do not permit any electrical appliance, such as a light, telephone, radio or television within 15 feet of the hot tub and/or swimming pool.
12. **WARNING:**
  - a. Persons using any medications or anyone with a medical condition including but not limited to, obesity, heart disease, low or high blood pressure, thyroid disease, multiple sclerosis, diabetes, or



circulatory system problems should consult a physician before using the hot tub since the hot tub affects heart rate, blood pressure, and circulation.

- b. Pregnant women and women who may be pregnant, should not use the hot tub. Excessive water temperatures have a high potential for causing fetal damage during the early months of pregnancy.
- c. The use of alcohol or drugs in or around the hot tub and/or swimming pool is prohibited. The hot tub may cause lightheadedness and use of these substances may lead to unconsciousness with the possibility of drowning.
- d. Individuals using medications should consult their physician before using the hot tub since some medications may induce drowsiness, while other medications may affect heart rate, blood pressure, and circulation.
- e. Hyperthermia (heat stroke) is a dangerous condition brought about by excessive heat. The symptoms include: sweating, dizziness, nausea, lightheadedness, convulsions, increased pulse rate, shallow breathing, and possible unconsciousness. If you suspect hyperthermia, get medical help immediately. Lay the victim on their back, with the head slightly elevated for easier breathing; cover the body with a blanket and pally ice packs to the head.
- f. Before each use of the hot tub, measure the water temperature. Water in the tub should never exceed 104 degrees. Water temperatures between 100 degrees and 104 degrees are considered safe for a healthy adult. Lower water temperatures are recommended for young children.
- g. If there are any problems with the hot tub and/or swimming pool including any mechanical, electrical, or chemical, please call the property mgmt. office of RV at 301-387-0080 immediately. Do not enter the hot tub and/or swimming pool.

#### **Additional Private Swimming Pool Information:**

1. **A pool technician will test the water on a daily basis during your stay.**
2. The alarm for the pool room is required for building codes.
3. Dismantling the alarm is considered willful damage to the property and is NOT covered by the Damage Waiver Program. The minimum charge for dismantling the alarm is \$500.00. Guest agrees that they are financially responsible should any member of their party dismantle the alarm.
4. The pool room doors must remain closed at all times.
5. Guest agrees that they will be fully responsible for any circumstances that could occur should the alarm be rendered ineffective.
6. No glass in the pools or pool rooms for safety reasons.

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## **DOG FRIENDLY HOME RESPONSIBILITIES:**

Guests that choose to pay for and bring their dogs (*participating homes only – see dog friendly status on first page of this document*) agree to the following:

1. Garrett County Leash Law: Dog(s) MUST be leashed at all times and under verbal control when outside of dwelling.
2. Keep all dogs off furniture, beds, and out of pools.
3. Clean up after your dog(s) and dispose of waster properly.
4. Please dry your dog before entering property (after laps in the lake or playing in the rain).
5. Do not bathe dog in any bathtub, whirlpool tub, pool, or hot tub.

6. Respect your neighbors. (i.e. do not allow dog to continuously bark.)
7. The Damage Waiver Program does not cover damage by dog(s). Dog Owner is responsible for any dog damage in or on the rental property. If damage occurs, please contact the Property Management Department at 301-387-0080.
8. Dogs should be on a veterinarian-approved flea prevention program and current on all vaccines.
9. Please let us know if your dog is aggressive to avoid injury to property managers, inspectors, or service people who may need to access the home.
10. Owner/Management Company will not be liable for any attack, bite, disturbance, etc. of any dog.

**Guest confirms that if they have rented a dog friendly property and are planning to bring their dog(s) with them, they have paid a non-refundable fee to allow their dog(s) to stay on the property and that this fee does not cover any damage done by the dog(s).**

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## **GARRETT COUNTY TRANSIENT VACATION RENTAL UNIT ORDINANCE (TVRU):**

*TVRU Renter's Guide | Garrett County, Maryland*

We would like to welcome you to Deep Creek Lake, Maryland. This area has a rich history and a beauty like no other area in Maryland. This county has a Transient Vacation Rental Unit Ordinance (TVRU Ordinance) which helps in maintaining the beauty and peacefulness for all to appreciate. Please review the following provision of the ordinance prior to your arrival so that you may fully enjoy your vacation.

**RESPECT NEIGHBORHOOD TRANQUILITY:** Disturbing the peace is a violation of both State Law and the Local Ordinance. Please keep noise to a minimum including children playing loudly, parties, and other loud activities between the hours of 11PM and 8AM.

**PARK VEHICLES APPROPRIATELY:** The County TVRU Ordinance limits the number of vehicles that can park at the property. This number is displayed on the license posted in the rental unit as well as on your contract. Parking more than the posted number of vehicles is considered a violation of the ordinance and vehicle(s) are subject to towing. Please use common sense when parking; do not block streets or corners and keep vehicles parked in the driveway. During snow conditions, do not block snowplows or park anywhere on the street.

**EMERGENCY EXIT PLAN:** Upon arrival, please take a moment to make yourself familiar with the different exits of your rental. A plan is posted inside the rental home for your convenience.

**ABIDE BY OCCUPANCY LIMITS:** Each rental Unit is licensed to accommodate a maximum amount of people, at all times, as stated on the license and the rental contract. Exceeding the specified occupancy limit for your rental home is dangerous, disrespectful, and illegal.

**DISPOSE OF TRASH PROPERLY:** Bear proof containers or dumpsters are provided at each rental home. For your safety, please dispose of all household trash using the provided containers. Do not overstuff the containers or leave trash sitting outside of the containers as wildlife, including bears, will get into the garbage. Pick up is once a week [day of pick up dependent on rental Unit]. Trash cans moved from edge of road, or trash left outside of cans, will be charged a minimum of \$35 for trash pick-up. Please contact our office at 301-387-0080 with questions on what to do with excess trash during your stay or prior to departure.

**HOT TUB SAFETY:** If you have a hot tub at your rental home, there will be a sign posted which explains the safety rules. In addition, the emergency shutoff switch (within 5 feet of the spa) will be clearly labeled.

**FAMILY GROUPS ONLY:** The occupancy of all rental units is limited to family groups only. No sororities, fraternities, or non-chaperoned groups allowed. Should a group misrepresent themselves, they will be evicted immediately without refund.

**DRIVING CONDITIONS:** Many homes are located on gravel and/or private mountainous roads. Please come prepared to drive on these roads. If you are vacationing during the winter months, you must come prepared to drive in

the ice and/or snow. We strongly recommend tire chains or 4WD vehicles with appropriate tires (for the season that you are arriving in).

**COMPLAINTS:** Complaints may result in citing the appropriate party and/or eviction from the rental property without refund of rent and/or security deposit.

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## MISCELLANEOUS:

**FORCE MAJEURE:** RV shall not be liable or responsible, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term hereof when such failure or delay is caused by or results from acts or circumstances beyond RV's reasonable control, including without limitation acts of God, flood, fire, earthquake, hurricane, tropical storm, named storm, wind, lightning, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order or law, actions, embargoes or blockades, action by any governmental authority, national or regional emergency (including any public health emergency), travel restriction or advisory, quarantines, epidemics, pandemics, strikes, labor stoppages or slowdowns, power outages, or the Owner's sale or use of the rental property.

**GOVERNING LAW; SUBMISSION TO JURISDICTION:** These Terms shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction). Any legal suit, action or proceeding arising out of these Terms shall be instituted in the federal or state courts located in the State of Maryland, and you irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding. You irrevocably and unconditionally waive any objection to venue of any suit, action or proceeding in such courts.

**WAIVER OF JURY TRIAL:** YOU ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, YOU IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THESE TERMS.

**ENTIRE AGREEMENT:** These Terms, together with any other documents incorporated herein by reference and all related exhibits, schedules and addenda hereto (including without limitation the Travel Party List & Additional Details for Reservation form any Release of Liability, Waiver and Assumption of Risk, which are incorporated by reference herein and made a part hereof), constitute the sole and entire agreement between you and RV with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**AMENDMENTS; WAIVER:** These Terms may only be amended, modified or supplemented by an agreement in writing signed by RV. No waiver by RV shall be effective unless explicitly set forth in writing and signed by RV. No failure to exercise, or delay in exercising, any right, remedy, power or privilege by RV under these Terms shall operate or be construed as a waiver thereof by RV.

**ASSIGNMENT:** You may not assign any of your rights, or delegate any of your obligations, under these Terms without our prior written consent. Any purported assignment in violation of the foregoing sentence shall be null and void.

**SUCCESSORS AND ASSIGNS:** These Terms shall be binding upon and shall inure to the benefit of you and RV and your and its respective successors and permitted assigns.

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**BY SIGNING THE TRAVEL PARTY LIST & ADDITIONAL DETAILS FOR RESERVATION FORM, OR BY YOUR PAYMENT OF MONEY OR TAKING POSSESSION OF THE RENTAL PROPERTY AFTER RECEIPT OF THESE RENTAL TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THESE RENTAL TERMS AND CONDITIONS.**