

**Nite Lite Mountain Retreat**  
**Rental Agreement**

This lease of rental property known as "Nite Lite Mountain Retreat" at the address of 9600 Parsons Road, Montrose, West Virginia 26283 made by and between Terry L. and Inetta L. Fluharty herein after called Owner, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called Renter.

1. Owner hereby leases to Renter, and Renter leases from Owner the property (hereinafter sometimes referred to as the "Property" and as such, includes all personal property and items located on the premises) described above for the purpose of personal use and not commercial use, subject to the terms set forth.
2. The term of this rental period if \_\_\_\_\_ days / weeks / months, beginning \_\_\_\_\_ and ending \_\_\_\_\_.
3. In consideration of said lease, Renter covenants and agrees as follows:
  - a. To pay to Owner or owner's agent (Stevens' Realty & Management) for the possession and use of said Property the amount of \_\_\_\_\_ dollars. Of this amount, \$50.00 shall be provided as a reservation deposit to secure the rental period listed above with the balance due by \_\_\_\_\_ (7 days prior to rental period). These funds are non-refundable in the event Renter cancels within 14 days of rental period, but funds can be applied toward a future rental period at the Owner's sole discretion.
  - b. To provide Owner or owner's agent with option to charge a damage deposit based on loss of contents or damage of contents. Owner shall use any and all portions of deposit to repair any missing or damaged property covered by this agreement, including the cost of cleaning any or all such property and/or including the cost of travel to Property incurred by Owner for any such cleaning and/or repairs.
  - c. Renter accepts the Property in its present condition, and during the term of this lease, the Renter shall maintain it in its recent condition.
  - d. Renter shall be responsible and liable to Owner or owner's agent for, and indemnify Owner or agent of owner against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this rental agreement. Renter shall be responsible and liable for, indemnify Owner or owners agent against, hold Owner, or owners agent, free and harmless from any claim or claims of any kind whatsoever fro or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of the, which arise or in any manner are occasioned by the acts or negligence of Renter or others in the custody, operation or use of, or with respect to, said Property, during the term of this rental agreement.
  - e. It is mutually agreed that in case Renter shall violate any of the aforesaid covenants, terms and conditions, Owner may without notice terminate this lease and take possession of said Property without return of payments or deposit.

*Signatures attesting to agree to covenants, terms and conditions listed in above rental agreement:*

OWNER: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contact Information: Stevens' Realty & Management, 201 First Street, Parsons, WV 26287  
Phone: 304-478-2141 Fax: 304-478-2142 Email: [abartlett@stevensrealtyonline.com](mailto:abartlett@stevensrealtyonline.com)

RENTER: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contact Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_