

Short Term Leasing Agreement
Cheat Mountain Club, Inc.
Cheat Bridge, West Virginia

Date: _____

Name of Contracting Guest:

Address:

Phone:

Email:

As the Contracting Guest, you agree to be responsible for informing all invitees who will occupy the historical lodge under the terms of this contract of its provisions and the limited responsibility of CMC and its shareholders and agents and the risks they must assume to enjoy the wilds of West Virginia

Arrival Date: (3:00 pm)

Departure Date: (11:00 am)

Anticipated Number in Party:

Number of Nights: **3**

Per Night Rate: **\$950**

Lodge Charge: **\$2850**

Advance Payment (50% of total lodge charge): \$1445

Balance (Due at check-out): \$1425

Please Make Your Check PAYABLE to: The Cheat Mountain Club

And MAIL your advance payment or total payment with one copy of your SIGNED contract to:

Cheat Mountain Club, Inc.

412 Tennessee Ave.

Charleston, WV 25302

Your meal and cleaning service provider is Dottie Hedrick, who must be contacted at least 5 days prior to arrival for meal and service arrangements. The Contracting Guest agrees to compensate Ms. Hedrick for meal and cleaning services. As follows:

(1-10 Guests) Nightly Rate: \$160

(11-23 Guests) Nightly Rate: \$320

Shopping and Cleaning Fee: \$200

Service Cancellation Fee within 72 hours: \$100.00

CMC Phone: (304) 456-4627

www.CheatMountainClub.com

Email: dottie_hedrick@yahoo.com

Dottie's Home Phone: (304) 456-5192

Rental Manager: Stuart Revercomb: (540) 330-7335

This agreement is made between the Contracting Guest, who will convey its terms to his/her invitees, and The Cheat Mountain Club (CMC). CMC and the Contracting Guest agree as follows:

The Contracting Guest shall reimburse CMC for any damages to the premises, furniture, fixtures, and equipment which occur during the occupant's tenancy and

For all of occupants' long distance telephone calls and internet service fees that exceed occasional and reasonable during occupant's stay.

The Contracting Guest shall ensure that all other persons occupying this historic non-ADA compliant premises adhere to all posted rules and assume risks necessary to enjoy the lodge and related outdoor wilderness adventures— including the Hatchery Run Homeowners Association Policy statement attached to this agreement.

If the premises become uninhabitable prior to check-in by reason of destruction, damage, natural disaster, or any other reason beyond the control of CMC, this reservation shall be canceled and Contracting Guest shall receive a return of his/her deposit. CMC shall not be liable for any damages (consequential or otherwise).

This agreement stipulates 23 or fewer occupants during the term hereof. The lodge also has Trundle beds in several rooms for children under six years of age.

Pets are not allowed in the lodge. If violated, any advance payments may be forfeited as liquidated damages and occupant may be required to vacate premises and may be assessed cleaning costs.

A fee of \$250.00 will be charged in the event of cancellation thirty days or more prior to commencement term. If written notice of cancellation is not provided at least thirty (30) days prior to commencement term, the reservation deposit shall be forfeited.

The Contracting Guest understands the inherent dangers associated with outdoor recreation, including, but not limited to, water related activities, skiing, snowshoeing and mountain climbing. If such activities are undertaken, occupants shall utilize their own equipment as neither Cheat Mountain Club, its shareholders or its Manager is agreeing to provide or permit the use of recreational equipment stored on site by owners. . The Contracting Guest and invitees shall hold harmless Cheat Mountain Club, Inc., its shareholders and Manager, including assistants engaged by the Manager, for injuries or death sustained on the Cheat Mountain Club, Inc. property or surrounding areas.

This agreement shall be governed by West Virginia law and shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. This agreement may not be assigned by the occupant without the written consent of CMC. In the unlikely event of injury or dispute, the parties agree to arbitration at the election of Cheat Mountain Club.

The Contracting Guest understands that Cheat Mountain Club has contracted with a service provider who is referred to as Manager in this agreement. The Manager will be providing meals, cleaning, and other services as may be required by the Contracting Guest, and the Contracting Guest shall compensate and reimburse the Manager for all food and supplies procured and services requested by the Contracting Guest. Cheat Mountain Club believes this service provider is familiar with the lodge and can provide food and service. Cheat Mountain Club is confident the Manager is familiar with the terms under which Cheat Mountain Club shareholders are permitting others to enjoy the use of this historic property and of the conditions Cheat Mountain Club and its guests must abide for fishing and use of the common community property of Hatchery Run within which the Cheat Mountain Club property exists. Those who seek an exceptional fishing experience might want to consider adding a Fish

Stocking to the Cheat Mountain Club ponds or Shavers Fork River using one of the approved hatcheries. Please see attached Stocking Policy and Guidelines.

Cheat Mountain Club Shareholders and its Manager trust you will enjoy your stay and assist in maintaining this historic property for future generations. Please take time to acquaint yourself with the rich history of Cheat Mountain Club and please add your name to our registry of notable guests. Praise, complaints and suggestions may be addressed to Ronald G. Pearson at rongopearson@gmail.com

Date Executed: _____

Contracting Guest:

Signature

Printed name

**Hatchery Run Homeowners Association
Policy Statement for Guests and Owners**

This Policy Statement is provided to inform and to educate family members, guests, and renters about the land-use policies and practices CMC has agreed to as a member of the Hatchery Run Homeowners Association (HRHA).

We are delighted that you want to share the magic of Cheat and we offer this statement so that you will clearly understand what is expected in terms of common access through private property, rules for foot trails, bike trails, horse trails, guns, hunting and fishing, and use of the Nature Conservancy Preserve. We must work together to keep the unique environment we enjoy on Cheat Mountain relatively unspoiled for it is a sensitive and easily damaged ecological system. One simple rule we can all follow is to leave no evidence of our presence as we use it.

TRAILS

There are five primary trails on the HRHA property that are all open to owners and guests for walking. General rules for all trails include:

1. Our trails are maintained by the HRHA and volunteers for the benefit and enjoyment of all owners and guests. They are primarily intended for foot travel. Please help us by keeping these trails clear, clean and passable. Please do not remove ferns, other plants and shrubs or trees from nearby the trails for the purposes of transplanting.
2. As you use our trails, please be respectful of private homes and the Cheat Mountain Club. Stay on designated trails, do not walk up on porches, peer into windows, or cut across yards or driveways on foot or on skis, even if you think no one is home. While our common trails are for the benefit of all, the homes and Club are private.
3. Horses and motorized vehicles are restricted to Red Run Road, the River Road and Allegheny Mountain Road. In no case are horses, motorized vehicles, including four wheelers, golf carts, or motorcycles, allowed on HRHA trails. Members may seek a specific exception to this guideline if they petition the HRHA officers to use a Golf Cart on a trail if the trail is not wet and will not be damaged by its use. During extremely wet or muddy times, please do not use mountain bikes on the trails. During winter snow times, volunteers set parallel cross country ski tracks. If there are tracks set, please snowshoe or walk adjacent to these tracks versus on them.
4. As a reminder, please be aware that it is illegal to operate a motorized off-road vehicle on Forest Service land. The vehicle will be impounded if you are caught.

TRAIL DESCRIPTIONS In Our Immediate Area:

1. The **Blue/River** trail parallels the Shavers Fork River heading upstream from the Club to the southern end of the property, ending at the HRHA common land area above the Richards' home. Access to this trail is by foot, ski and bike only. No horses or motorized vehicles are permitted on the Blue/River trail.
2. The **Red/Beaver Pond** trail starts at the Swinging Bridge, crosses the field and railroad tracks and heads alongside the pond, and then parallels Fish Hatchery Run past the Drakes' home, continues past the Cheat Mountain Trails LLC building (Petitto) and leads onto the Forest Service land across Fish Hatchery Run. Access to this trail is by foot, ski or bike. No horses or motorized vehicles are permitted on the Red Trail.
3. The **Yellow/Spring** trail starts at the main entrance to CMC and parallels the railroad tracks upstream, crosses the Drakes' driveway and crosses a foot bridge across Fish Hatchery Run and eventually crosses the railroad tracks and goes up the River Road to the common land on the river above the Richards, where it joins the Blue Trail. Access to this trail is by foot, ski or bike only. No horses or motorized vehicles are permitted on the Yellow Trail.
4. The **Green** trail starts at the downriver side of the CMC lawn and takes in a small circle that parallels the river downstream and ends at the ponds near the CMC entrance. Access to this trail is by foot, ski and bike only. No horses or motorized vehicles are permitted on the Green trail.
5. The **Hemlock** trail starts at the swinging bridge and is totally on the Nature Conservancy property across the Shavers Fork. Access to this trail is by foot and ski only. No bikes or mechanized equipment including mowers are allowed on this trail. It is the goal of the Nature Conservancy to keep this 34-acre tract as free from human touch as possible. We have entered into a use agreement with the Nature Conservancy that requires HRHA owners and guests to stay on designated trails when on this property and to not remove any plants nor depart the trail for river access for fishing.

FISHING

All fishing in the Shaver Fork and Fish Hatchery Run along the entire HRHA boundary has been catch-and-release fly fishing only since 1992. HRHA and CMC both pay to privately stock the Shavers Fork River with a goal of maintaining a high class trout fishery for our members, guests and renters.

We have developed an alternative to "fly fishing only" for our members and their guests, renters, etc. The two ponds at the entrance to CMC are now available to all homeowners and their guests for catch-and-release spin and fly fishing. While the HRHA goal is to encourage fly fishing, some children are too young to participate and want to experience the joy of catching and releasing a fish. HRHA officers budget additional money each year to try and keep these ponds well stocked so that children and other non-fly fishermen will have a local place to fish. Please use single hooks only. Treble hooks are not allowed. If you seriously damage a trout trying to release it in the ponds or river (draw blood from the gills) do not put it back in the water. Kill it, put it in the cooler and eat it! It will not survive. Please note that CMC Guests who stock the CMC Ponds may catch and consume their catch from the Ponds.

GUNS AND HUNTING

HRHA CCR's prohibit the discharge of firearms on all HRHA property. No hunting or shooting is permitted on any of our lands. Hunting is permitted in the National Forest but the officers of the HRHA strongly discourage nearby hunting. Please leave a very large margin for safety, keeping in mind that children, hikers, horseback riders and dogs often roam off the HRHA property into the National Forest lands, and that many of our trails lead into the National Forest.

Trap or skeet shooting is NOT allowed on the HRHA property. Please consult with the Cheat Mountain Club Manager or your host for a recommended location far enough off the property to safely shoot.

The Officers of HRHA thank you for respecting these guidelines. As a community we are privileged to be caretakers of this rare and valuable ecosystem. It is our responsibility to future generations to care for it wisely.