

**SHAVERS FORK HOLDINGS LLC**  
**CABIN RENTAL AGREEMENT**  
**SHAVERS FORK CAMPGROUND**

**CONTACTS:**

**R. SCOTT SUMMERS, MANAGER - 304.282.3463**  
**DONNA HUTTON – CAMPGROUND HOSTESS – 304.704.8681**

**MAILING ADDRESS:**

**119 FIREHOUSE RD., SUITE 201**  
**FAIRMONT, WV 26554**

**LOCATION ADDRESS:**

**79 YOGI DRIVE**  
**ELKINS, WV 26241**

Guest Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Home/Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Cabin Selection: The Mountaineer \_\_\_\_\_ The Blue \_\_\_\_\_ The Black Bear Lodge \_\_\_\_\_  
(Sleeps 6) (Sleeps 4) (Sleeps 6)

Base Rate/Night: The Mountaineer: \$175 The Blue: \$125 The Black Bear Lodge: \$150  
*(Amounts above Do Not Include Taxes)*

Check-in Date: \_\_\_\_\_ (after 2 p.m.) Check-out Date: \_\_\_\_\_ (before 11 a.m.)  
Anticipated Number in Party: \_\_\_\_\_ Number of Nights: \_\_\_\_\_

Payment made with return of signed Agreement: \$ \_\_\_\_\_ (50% of Base Rate x number of nights)

This agreement is made between the undersigned (“Guest”) and Shavers Fork Holdings LLC, doing business as Shavers Fork Campground (“SFC”). The parties hereto agree as follows:

Guest shall use the above selected cabin (“Cabin”) for residential purposes and leave the Cabin in the same condition as found on the Check-in Date, less normal wear, and agrees to immediately reimburse SFC for any damages to the Cabin, furniture, fixtures, appliances, décor, equipment and all other personal property located inside the Cabin which occurs during the Guest’s stay at the Cabin. Guest shall ensure that Guest and all other persons occupying the Cabin adhere to all posted rules and regulations applicable to the Cabin and the Shavers Fork Campground, including but not limited to those posted at the Cabin, next to the Campground laundry facility and those listed on the campground map.

If the Cabin becomes uninhabitable by reason of destruction, damage, natural disaster, or any other reason beyond the control of SFC, the Guest’s reservation shall be canceled and Guest shall receive a

return of Guest's full deposit. SFC shall not be liable for any damages (consequential or otherwise), monetary losses, or alternative reservations associated with the cancellation of the Guest's reservation for the reasons described above.

Additional guests above 4 per Cabin up to the limits stated above are permitted, provided an additional \$12.00 per person per day is paid upon arrival.

Pets are allowed on the premises, provided an additional \$15.00 per pet is paid upon arrival.

A fee of \$50.00 will be charged in the event of cancellation thirty days or more prior to the arrival date. If written notice of cancellation is not provided at least thirty (30) days prior to the arrival date, the reservation deposit shall be forfeited.

Guest agrees to hold SFC, Black Bear Realty Services LLC and R. Scott Summers harmless for any and all injuries sustained at the Cabin, the Shavers Fork Campground and surrounding areas. Furthermore, Guest understands the inherent dangers associated with outdoor recreation, including but not limited to those related to rivers, pools, campfires, fishing, camping, hiking and snowshoeing.

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. In the unlikely event of litigation, the parties agree to litigate exclusively in Marion County, West Virginia, and agree that the prevailing party shall be entitled to reasonable attorney's fees.

GUEST:

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

X \_\_\_\_\_

X \_\_\_\_\_

Thank you for your reservation request. Please sign above and return this agreement to the mailing address set forth above, together with a check made payable to **Shavers Fork Holdings LLC** for the advance payment amount of 50% of the total base rental amount due in order to confirm your reservation. SFC will confirm your reservation in writing via email. If you have not received a confirmation email within 5 days of mailing, please contact us by phone.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT A GUEST DOES NOT SIGN THIS AGREEMENT, THE ACT OF OCCUPYING A CABIN, PAYING SFC THE DEPOSIT OR RENT DUE AND/OR MAKING A RESERVATION REQUEST ONLINE ACKNOWLEDGES THE GUEST HAS AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**