



DEEP CREEK REALTY

Each Office is Independently Owned and Operated

Security Deposit Waiver Program

TERMS OF WAIVER

As an enrolled Covered Guest under this plan, staying at a Coldwell Banker Deep Creek Realty property, you will not be obligated to pay for theft or damage to covered real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. The property manager waives the right to charge the Covered Guest for theft or damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay.

The maximum limit of this waiver of liability is \$3,000 aggregate per Stay.

CONDITIONS

The Security Deposit Waiver Program has certain conditions. The plan will not include liability for damage or theft resulting from:

1. Acts of God;
2. Intentional Acts of a Covered Guest.
3. Gross negligence or willful and wanton conduct;
4. Any cause, if the Covered Guest does not report the damage to Coldwell Banker Deep Creek Realty staff in writing using the plan forms provided, by the time the Covered Guest checks out of the unit;
5. Normal wear and tear;
6. Theft without a valid police report;
7. Damage caused by any pet or other animal brought onto the premises by a Covered Guest;
8. This plan does not cover loss of use of the covered property;
9. Coverage does not apply for theft or damage to any property owned by or brought onto the premises by a Covered Guest;
10. Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest.

DEFINITIONS

1. "Covered Guest" – all registered guests and all persons booked to share the same unit of accommodations'.
2. "Stay" – the stay at a Coldwell Banker Deep Creek Realty unit, from the date of a Covered Guest's check-in to the date of check-out (maximum 90 days).

ADMINISTRATION PROCEDURE

All waivers of theft or damage will be administered by Coldwell Banker Deep Creek Realty staff at the property. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to Coldwell Banker Deep Creek Realty staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The property manager has ultimate claim administration authority. Arbitration is required prior to litigation.

TERM OF COVERAGE

1. The plan takes effect upon check-in or registration on the booked arrival date to a Coldwell Banker Deep Creek Realty unit.
2. All coverage shall terminate upon normal check-out time of the Coldwell Banker Deep Creek Realty unit or the departure of the Covered Guest, whichever occurs first.

IMPORTANT NOTE: Violation of any condition of the terms of Coldwell Banker Deep Creek Realty voids the SDW Program and the Covered Guest will be held responsible for any damage to the unit.

Coldwell Banker Deep Creek Realty provides the Security Deposit Waiver Program. The financial obligations of Coldwell Banker Deep Creek Realty to make the repairs or replacements required under this Waiver Program are insured by a policy issued by Virginia Surety Company, Inc.

THIS DOCUMENT IS PART OF THE ATTACHED LEASE AGREEMENT.

Plan is designed by *MDM Group Associates, Inc.*

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Form#: SDW-SA-M