

Ridgeview Retreat Rental Agreement

Applicant Name	<input style="width: 95%;" type="text"/>
Street Address	<input style="width: 95%;" type="text"/>
City, Province	<input style="width: 95%;" type="text"/>
Postal Code	<input style="width: 95%;" type="text"/>
Email	<input style="width: 95%;" type="text"/>
Cell Phone #	<input style="width: 95%;" type="text"/>

List up to five people who will be staying at the cottage with the Applicant. All adults will be bound by the terms of this rental agreement and are responsible for the actions of any minors.

Name	Relationship to Applicant	Adult or Child? List Age if Child
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
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Please provide vehicle information.

Year	Make	Model	Colour	License Plate
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
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Time period of rental:

Arrival Date (@4pm)	<input style="width: 95%;" type="text"/>	Departure Date (@12 noon)	<input style="width: 95%;" type="text"/>
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1. Property and Facilities

The property covered by this Rental Agreement is located at 108 Shadow Lake Rd. 3, Norland, Ontario.

The rental agreement includes exclusive use of the cottage and its property, excluding the out-buildings (sheds and boathouse). The boathouse will be available for non-exclusive use for the duration of your stay. Use of the boats will be conditional upon proof of competence.

2. General

This short-term rental agreement, once completed by the Applicant, accepted by the Owner, and confirmed by the receipt of the deposit or full payment (as per the terms following) shall be a binding contract subject to the following terms and conditions. Owner acceptance will be confirmed by counter-signature which will then be delivered to the Applicant.

When the application is made by more than one family unit, such as two families sharing the rental, each unrelated family group will be considered a Co-Applicant and the responsible person for that unit will be required to sign the application agreement on behalf of their party.

New Applicants are hereby notified that a consumer report containing credit and/or personal information may be obtained and by submitting this application, consent to request said report and review its content is hereby conferred by the Applicant.

Applicants accept that they, and all members of their party, are to abide by the terms and conditions of this agreement. A serious breach of these terms, in the Owner's sole opinion, may result in eviction without notice and without refund of any rental payment. Serious breach would include, but not be limited to, illegal activity, vandalism of the property, repeated disruptive behaviour causing disturbance to others, or occupants other than those declared on the application without prior written notice to and approval by the Owner.

3. Deposit

A \$500 dollar deposit is required for applications accepted more than three months in advance of the check-in date. The deposit is due upon receipt by the Applicant of an accepted application. Until the deposit is paid and received, the reservation is not confirmed and no agreement exists. Should the deposit go unpaid for more than one week, the application acceptance will be revoked.

Applications submitted less than three months in advance of the check-in date, once accepted, will require payment of the full rental amount to confirm the reservation.

4. Damage Deposit

Applicants will be required to submit a damage deposit of \$500 dollars. The damage deposit is due two months before the check-in date.

This deposit will be returned by electronic transfer after the rental period is completed and the Owner has had an opportunity to inspect the property for damage. The Owner shall be the final arbiter in assessing damage and the costs of repairs required.

The Applicant's liability for damage is not limited to the deposit amount, but to the full cost of any repairs required due to actions or inactions of the Applicant or any member of their party.

5. Payments

Upon acceptance of a rental application by the Owners, payment to secure the reservation is due. For applications accepted more than three months before the check-in date, a deposit of \$500 dollars will hold the reservation. Applications accepted less than three months before check-in require the full rental amount to be paid.

For early bookings, the balance of the rental amount plus the \$500 damage deposit is due two months before the check-in date.

Payments can be made by cheque, allowing enough time for delivery, or by electronic bank transfer.

If a payment is not made when due, it will be assumed that the rental agreement has been cancelled. If a cheque is not honoured by your bank, a \$50 dollar NSF charge will apply and full payment by electronic transfer will be due.

6. Cancellation

A reservation will be deemed to have been cancelled if:

- a) The Applicant provides written notification of cancellation, or
- b) The Applicant fails to make a required payment of deposit or balance due by the time specified in "Clause 4 – Payments" above.

Upon cancellation, the reserved period will be made available to others and the damage deposit (if paid) will be returned.

If the time period can be re-booked, the amount paid will be refunded, less a \$100 administrative charge.

If the time period is not rebooked, and if the cancellation is more than 14 days prior to the rental period start date, the rental fee will be refunded, less the deposit. Cancellations 14 days or fewer before the rental period start date will receive no refund.

The Applicant has the option to find an alternate renter, whose application will be considered for acceptance as would any other. Substitution of the Applicant, if approved is subject to a \$50 administrative fee.

7. Alternate Dates

In the unlikely event that the property becomes unsuitable for renting, the Owner will refund the full amount of moneys paid for deposit and balance due. The Owner is not liable for any other amounts that may have been spent by the Applicant in preparation for their rental.

If the non-availability is expected to be of a short duration and alternate dates are available, these dates will be offered to the affected Applicants in the sequence with which the original reservations were made at the rate for the original rental period or the rate of the open rental period, whichever is less.

Should the Applicant need to change their reservation, they can book an available alternate rental period at the rate for that period; however, if the new rental period is later than the original booking, the original rental period will be treated as a cancellation. If the new rental period is earlier than the original booking, then the change can be made for a \$50 dollar administration fee.

8. Liability

The Applicant acknowledges and agrees that they, and all in their party, use the cottage and all its facilities at their sole risk, and that they collectively indemnify and hold harmless the Owner and their agents from any claim or action made as a result of personal injury, illness or death, loss or damage, however caused, to the person or property of the Applicant, any member of their party, any person on the property at the invitation of the Applicant or anyone in the Applicants party, or anyone accompanying any person so invited, etc.

The Applicant also accepts full responsibility for the use of any equipment, such as boats, and agrees to pay for any repairs or replacements of said equipment if damage is caused by the Applicant, or anyone associated with the Applicant's party, either directly or by invitation.

The Applicant warrants that they have liability insurance in place with their home insurer, and acknowledge that their liability is not limited to the damage deposit amount, but to the full amount of damage or loss caused during their rental period.

The Applicant also warrants that any required operator permits are held, that all regulations will be followed, and that appropriate safety precautions will be taken for all recreational pursuits during the rental period.

9. Check-in and Check-out

Check-in time is 4:00 pm on the first day of the reserved rental period. The Applicant will be met by the Owner, who will familiarize the rental group with the facilities, answer questions, and provide contact information for the duration of the rental period, should any problems or concerns arise.

Check-out time is 12 noon on the last day of the reserved rental period. The Owner will be at the property to collect any keys provided and check the condition of the property. Lost keys will incur a \$25 dollar replacement fee.

10. Representation

All information about the property provided to the Applicant by the Owner is believed to be an accurate representation at the time the information was issued. The Owner reserves the right to make alterations or improvements, but will endeavour to maintain availability of fundamental elements such as water, plumbing, electrical systems and major appliances. Fundamental elements do not include items such as boats, televisions, DVD players, internet access, etc. These items are provided at the discretion of the Owner as an added feature for the Applicant's use. While reasonable efforts will be made to ensure such items are in working order, should breakdown or other situation occur making such items unavailable, no rebate or offset of rental fees will be due to the Applicant.

The Applicant shall advise the Owner expediently of any problems or deficiencies with the property, or of any cause for complaint in relation to the property. The Owner will attempt to address any such concern if reasonably able to do so.

The Owner accepts no responsibility for weather conditions, for changes to water levels, or for conditions at neighbouring cottages. These issues, or similar issues beyond the Owner's control, will be considered to be part and parcel of the cottage experience.

11. Owner's Access

The Owner, or their agent, shall be allowed access to the property at any reasonable time during the reserved rental period.

12. Number of Occupants

A maximum of six occupants, regardless of age, are allowed in the Applicant's party. The Applicant undertakes that the people occupying the property are the same as those listed on the rental application that was submitted and approved. Occupants who are not on the approved list may be asked to leave. If the composition of the Applicant's party changes prior to the start of the rental period, the Applicant should advise the Owner of the change in

writing, providing details of who is no longer included and the name, relationship and status of the alternate party member(s).

Not all members of the Applicant's party need to occupy the cottage for the entire rental period; however, the Applicant is required to be in residence for the duration of the rental period.

Day visitors, who are guests of the Applicant, are allowed, but are limited to a maximum of two in number per day. The Applicant agrees that they are fully responsible and liable for the actions of their guests and will indemnify the Owner from any claim or action, for any reason, that their guest may choose to make, as per Section 7 above.

13. Pets

Guests who wish to bring their dog with them are allowed to do so if the dog is not aggressive and house rules are followed. Day visitors and/or other guests of the Applicant must also follow house rules. Agreement from the Owner is required if you are bringing more than one dog. No other pets are allowed. The Applicant should ensure that their dog has all current immunizations and may wish to consider flea and tick protection since the dog may encounter wild animals such squirrels, chipmunks, and raccoons which may be present on the property.

14. No Smoking

No smoking is permitted in the cottage, or boathouse, or anywhere on the property.

15. Care of Premises

The Applicant and their party undertake to keep the property and all furniture, fittings, and effects in or about the property in the same state of repair and condition as at the commencement of the rental period.

The Applicant will be liable for the cost to repair an item damaged or replace any item destroyed with similar articles of at least equal value as determined by the Owner. The Applicant will report expediently to the Owner of any accidental damage so that replacement or repair can be made promptly. Damage not reported will be considered to be vandalism unless it is reasonably apparent that no-one in the Applicant's party would have been aware of the event causing the damage.

The Applicant agrees to abide by any reasonable household rules posted on the property and follow directions for use and care of any equipment.

If the standard of behaviour of the occupants is such that it leads to repeated complaints by others, the Applicant agrees to forfeit his rental, the balance of any money paid, and leave the property forthwith.

It is the Applicant's responsibility to maintain and leave the property in a clean state. Cleaning supplies will be provided. Unless otherwise arranged with the Owner, please remove all food items, separate recycling as required by the municipality, separate returnable bottles and cans, and bag the garbage. **Should additional cleaning be required a \$50 per hour charge will apply.**

Failure to comply with any of the above may result in forfeiture of part or all of the damage deposit.

16. Accidental Damage

The Owners recognize that accidents happen. The Applicant and party should not be reticent in advising the Owner when an accident or mistake occurs.

While the Applicant is responsible for all costs related to accidental damage, regardless of whom in their party caused it, prompt notification provides time to the Owners to affect repairs before the next renter arrives and may allow mitigation of the cost of the remedy.

17. Towels and Linens

Towels and linens are provided or the Applicant is free to bring their own. Similarly, pillows are provided with the beds but the Applicant may prefer their own pillows as well.

The cottage contains three queen-sized Eurotop mattresses that require deep-pocket sheets. If using Owner-supplied bedding, advise the Owners how many beds will be used.

It is recommended that the Applicant bring beach towels for use at the lake. Beach towels can be hung up to dry in the boat house, or on the clothes line near the cottage. Owner supplied towels are not to be used at the beach or leave the cottage, except to be hung on the clothesline to dry.

18. Contract

The acceptance of the application by the Owner, noted by the Owner's signature on the application form, plus the payment of the deposit or rental fee, as per Section 5 above, shall complete a binding contract between the Applicant and the Owner.

In these terms and conditions, singular shall include plural and masculine shall include feminine, as required by the context of the clause.

Should any clause of this contract be deemed invalid or unenforceable by a court with jurisdiction, the remaining clauses shall still stand.

Disputes are to be resolved by the courts in the Province of Ontario in the district in which the cottage is located.

19. Breach of Terms

The Owner may advise the Applicant if there is a breach of terms of this agreement so that corrective measures can be taken. Failure of the Owner to notify the Applicant of any breach does not limit the Owner's right to provide notice for subsequent breaches.

Should the Applicant not correct the breach of terms or continually repeat a breach of terms, or in the Owner's opinion deliberately and willfully disregard the terms of the agreement, the Owner may, at their sole option, levy penalties including charges against the damage deposit and/or eviction without rebate of rent.

20. Waiver

The Owner shall not be responsible for any personal injury or loss, however caused, that is sustained by the Applicant or any other person who is on or about the premises or through the use of any equipment made available by the Owner or used without permission. All risks of any injury or loss are the sole responsibility of the Applicant.

The Applicant and all associated parties warrant, acknowledge, and agree with the Owner that they use the cottage and its facilities in accordance with this booking agreement and household rules, that they do so at their own risk, and that they indemnify and save the Owner and their agents harmless for any personal injury, sickness, or death, loss or damage, however caused to person or property of the Applicant, their family or guests during the time of the occupancy or any interaction related thereto.

Further the Applicant accepts full responsibility for the use of the cottage and any associated equipment such as a boat, etc. and agrees to pay for any repairs or replacements of said assets, except for normal wear and tear.

The Applicant acknowledges that they are aware of all licensing requirements and regulations related to their recreational pursuits and, if the Owner's boats are used, will have the required safety equipment on the boat and meet operator competency requirements.

21. Summary of Agreement

- 1) Check-in: 4 pm Check-out: 12 noon
- 2) Booking Deposit of \$500 due upon acceptance of Rental Application by Owner
- 3) Damage deposit of \$500 due two months prior to Rental Period
- 4) Balance of payment for rental due two months prior to Rental Period

22. Acceptance of Agreement

Applicant's Signature

(Print Name)

Co-Applicant's Signature (if applicable)

(Print Name)

Date

Date

Owner's Acceptance

Janet D. Kennedy

Date

Contact Information:

Email: Janet@RidgeviewRetreat.ca

Website: www.RidgeviewRetreat.ca

