

## **Rental Agreement**

### **1. General**

The person or persons who provide payment on account of a booking are hereafter referred to as the “Renter”. The owners of the cottage are hereafter referred to as the “Property Owners”.

### **2. Contract**

By making the deposit payment, the Renter understands and agrees that they are entering into a legal, binding contract between the Renter and the Property Owners. The issuance of a written or electronic confirmation of payment to the Renter by the Property Owners shall complete a binding contract between the Renter and the Property Owners.

### **3. Limits of Liability**

The Renter represents, warrants, acknowledges and agrees with the Property Owners that they will use the cottage and its facilities in accordance with the terms and conditions of this agreement, and the Household Rules, and that they do so at their own risk, and that they indemnify and save the Property Owners, their agents and employees, harmless from any claim made, of personal injury, sickness, death, loss or damage, however caused to a person or property of Renter (or visitors) during or after the time of occupancy. Further, the Renter accepts full responsibility of the use of any recreational equipment and agrees to pay for any repairs (or replacement) if caused by Renter (or their family or visitors).

#### **4. Guarantee**

The Renter accepts all liability for any damage beyond normal wear and tear during the term of the rental period. If the owner deems the damage is beyond normal wear and tear they will advise the Renter and then the damage deposit will not be returned to the Renter.

#### **5. Payment**

5.1 Bookings shall be confirmed by email by the Property Owners on payment of a deposit consisting of 25% of the reservation total. Renters can make a full payment, or make 2 separate payments (the first payment must be made 21 days prior to check in, and the second payment 14 days prior to check in). All Payments must be made 14 days prior to check in.

5.2 Receipt or automatic deposit of any funds prior to the Property Owners' written confirmation of the reservation shall not constitute acceptance of any booking.

5.3 A damage deposit of \$500 will be collected at time of final payment and, barring any concerns by the Property Owners at the end of the rental period, will be refunded in the manner it was received ( e-transfer) within 7 days of the end of the rental period. Typically, the damage deposit is returned within one day of check-out.

#### **6. Cancellation**

Any cancellation by the Renter shall be via email. On receipt of such notice of cancellation, the Property Owners shall endeavour to re-book the entire period of the original booking. If the Property Owners succeed in

re-booking the rental period, that portion of the payment (deposit and full payment) shall be refunded. If the Property Owners are not successful in re-booking the rental period, all payments shall be forfeited to the Property Owners.

## **7. Number of Persons Using the Cottage**

The persons present overnight and during the day on the property shall not differ from the guests listed on the “Cottage Agreement” form, without prior written authorization from the Property Owners. Only vehicles noted on the “Cottage Agreement” form are permitted on the cottage property overnight.

7.1 Renters who contravene the maximum numbers of adults and children (individuals 16 years old and older are considered adults) permitted will be subject to immediate eviction without refund and/or a penalty of \$100.00 per day at the discretion of the Property Owners.

7.2 There will be no subletting of the cottage property permitted.

7.3 There shall be no camping, tenting, or otherwise placing auxiliary accommodation facilities on the property unless prior permission is given by Property Owners

## **8. Access**

The Property Owners and/or the Property Owners’ agents shall be allowed access to the cottage at any reasonable time during any holiday occupancy with notification to the Renters.

## **9. Repair**

The Renter shall keep the cottage and all furniture, fixtures, chattels, fittings, and effects in or about the cottage in the same state of repair and condition as at the commencement of the holiday, and shall leave the cottage in the same state of cleanliness and general order in which it was found. Failure to do so, to the satisfaction of the Property Owners, may result in a damage/cleaning charge being levied. The Renter shall not rearrange the furniture or fixtures in the house.

### **10. Other Conditions of the Booking**

The Renter shall abide by the conditions of booking and any other instructions contained in the Household Rules (listed below). All such conditions apply to guests visiting the property, whether day visitors or overnight. Any Renter who contravenes said conditions shall be subject to immediate eviction without refund and/or a penalty of \$100.00 per day at the discretion of the Property Owners.

### **11. Pets**

Pets are only permitted at the property if they are indicated on the “Cottage Agreement” form. We only allow house trained dogs, or small animals that will remain in their cage during the rental. Cats are not permitted unless prior permission is given by the Property Owners. The Renter acknowledges that the Property Owners accept no liability for any pets and their actions. The Renter agrees to abide by all local bylaws and pay the Property Owners the total value of any damages caused by the pet. Any Renter who contravenes said conditions shall be subject to immediate eviction without refund and/or a penalty of \$100.00 per day at the discretion of the Property Owners.

## Household Rules

### 1. Check-in and Check-out

Check-in and out times are 4:00pm and 11:00am, respectively.

### 2. Fireplace

Please do not use lighter fluid to start the fire. Do not overload the fireplace. Do not cut down trees on the property for firewood or collect deadwood from outside. Do not cut or split wood anywhere inside the cottage. Wood is provided by the Property Owners.

### 3. Outdoor Fires

Recreational "campfires" are only allowed in the established fire pits beside and behind the cottage. Before lighting any fire out of doors, check the Haliburton County website:

<https://www.dysartetal.ca/en/living-in-our-community/fire-and-emergency-services.aspx>

Please follow any fire rules and regulations set forth by the county. It is mandatory to have a bucket of water (or hose) nearby to douse any embers that land outside the fire pit area. When finished using the firepit area, it is imperative that the Renter thoroughly douse the embers to ensure the fire is dead.

### 4. Fireworks and other incendiary devices

Fireworks cause forest fires. The lighting of fireworks are absolutely FORBIDDEN at the cottage. Any renter caught lighting fireworks will be immediately evicted and could be charged. Likewise, no other incendiary

devices are allowed, this includes tiki torches and lighter fluid for campfires.

## **5. Waste Disposal**

As it is possible the Renter may produce a large amount of garbage, the Renter must take all garbage and recycling to one of the dumps as needed. On a daily basis, garbage cans and recycling containers will be available in the area specified by Property Owners on arrival. The Property Owners shall provide a 'dump pass' that will allow the Renters to take their waste to the dump. **Due to wildlife, all garbage is prohibited from being kept outside.** Garbage must be disposed of at the dump prior to check out. Any garbage left at the cottage will result in a \$60.00 disposal charge taken from the damage deposit.

## **6. Bathroom / Septic System**

The cottage operates on a septic system. The septic system is a very sensitive, and integral, part of cottage life. The basic rule is do not put anything down the toilet other than natural waste and toilet paper. It is critical that nothing else be flushed down the toilet, especially feminine hygiene products, baby wipes or wet wipes, even if they say flushable on the packaging.

## **7. Community Notes**

This is a family oriented cottage. Please be mindful of neighbours, especially with regard to property lines and noise levels after 10:00pm.

Any non registered guests must be approved by the Property Owners.

## **8. Smoking**

No smoking is permitted inside the cottage. However smoking is permitted outside the cottage away from open doors or windows. Do not leave any cigarette butts on the property. Please use a proper receptacle to dispose of them. Cigarette butt collection (if left on the ground) is subject to a \$60 fee.

## **9. Cleaning**

The Renter is required to leave the cottage as it was found, ready for the next renter. Though a cleaning fee is included in the rental price, this does not mean the Renter can leave the cottage in a state of disarray. The Renter is still responsible for leaving the cottage in an organized, neat and tidy condition for the cleaner. The Renter must also take any food they bought home with them or dispose of it.

## Cottage Agreement Form

### Cottage Rental Client(s)

Name	Address	Phone	Email
John Doe	123 Fake Street	(226) 778-9090	johndoe@gmail.com
Jane Doe	123 Fake Street	(519) 898-3345	janitor@gmail.com

### Names of Guests Accompanying Renter

Name	Age
Stew Stewart	25
Mark Markus	16
Smith Smith	32
May Smith	8

### Other information

Pets	1 dog (approved by owner)	
Boat	1 fishing boat (approved by owner)	
Number of cars	3 cars	License plate numbers:



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**Rental Details**

<b>Arrival Time and Date</b>	<b>4:00pm</b>	<b>August 3, 2024</b>
<b>Departure Time and Date</b>	<b>11:00am</b>	<b>August 10, 2024</b>
<b>Main Cottage</b>		
Cost per Night		\$442.85
Number of Nights		7
<b>Total Cost of Main Cottage</b>		<b>\$3,100</b>
<b>Loft Suite Above Garage</b>		
Cost per Night		\$100
Number of Nights		7
<b>Total Cost of Loft</b>		<b>\$700</b>
<b>Total Rental Fee</b>		<b>\$3,800</b>

<b>Damage Deposit</b>		<b>\$500</b>
<b>Initial Deposit Due (25%)</b>	<b>(10 days after booking)</b>	<b>\$950</b>
<b>Second Deposit Due (25%)</b>	<b>July 13, 2024</b>	<b>\$950</b>
<b>Final Deposit Due</b>	<b>July 20, 2024</b>	<b>\$1,900</b>

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

