

## **Terms and Conditions of The Rental Agreement**

**Please read the Rental Condition Contract below thoroughly before agreeing as it will be used as the basis for any dispute that may arise.**

### **Party Members**

All persons listed on the Rental Agreement or added and approved subsequently by Muskoka Cottage Retreat Inc. will be bound by these Terms and Conditions. Occupancy of the property is restricted to those names listed on the Application or added subsequently by Muskoka Cottage Retreat Inc. The Rental Applicant is considered to be the Lead Occupant OR Lead Guest and will assume full responsibility for all members of the Rental Group throughout the rental period. Information or instructions relating to this rental will be communicated to the Lead Occupant only and not to any third-party member of the Rental Group. It is the responsibility of the Lead Occupant to ensure that members of their rental group are aware of and abide by all the terms and conditions contained herein.

### **Credit Card Guarantee**

The Lead Occupant agrees to provide a valid credit card number as a guarantee to pay all outstanding long distance phone charges, overage on Wifi usage in excess of the stated limits, handling and postage fees for returning left items, and accepts any and all liability for any damage beyond normal wear and tear (for those items not covered by the Accidental Damage Protection Plan if applicable) during the term of the Rental Period.

### **Witnesseth**

That in consideration of the premises, rents and covenants herein expressed, Owner hereby rents to Occupant and occupant rent from Owner, upon the terms and conditions herein set forth, the certain property known as **Muskoka Cottage Retreat** located in the city of Lake of Bays (unless otherwise agreed). The full property address is provided upon completion of the Rental Agreement, Fees Paid and prior to arrival. Payment of E-interac transfer, Cash, or Credit Card for at least 50% is due if paying 60 days before arrival date or earlier. 100% payment is due 60 days of arrival. See deposit Policy below. Security Deposit will be required 1 day before arrival date and returned back to Occupant within 7 days of Completion of after departure.

### **Cancellation Policy by Occupant**

Occupant may cancel the agreement before 60 days prior to the start of the rental period. 100% of paid prepayments are refundable when canceled 60 days before arrival or earlier. 0% refundable if cancelled after. The Owner, Muskoka Cottage Retreat Inc. is entitled to treat the Rental Agreement as canceled without any further notice in the event that: a) the Occupant gives written notification of cancellation or b) the Occupant fails to pay the balance of Rent due by 60 days prior to the commencement of the Rental Period. In the event that the Rental Agreement is so canceled, The Owner, Muskoka Cottage Retreat Inc. may re-book the Property for the Rental Period or any part thereof to any other party, without further notice to the Occupant.

### **Cancellation Policy & Changing a Booking**

Once a reservation has been accepted and confirmed prior to start of rental to rebook another date the original reservation will be treated as a cancellation and all monies paid for that rental period will be forfeited.

Cancellation Policy. If the Property is for any reason not rentable prior to commencement of the Rental Period then the Rental Agreement will be null and void and all Advance Deposits will be refunded to the Occupant within 7 days of cancellation. No additional refund or damages will be paid to the Occupant or Guests.

### **Deposit Policy**

Payment of E-interac transfer, Cash, or Credit Card for at least 50% is due if paying 60 days before arrival date or earlier. 100% payment is due 60 days of arrival. If the rental amounts and security deposit are not paid as requested, Owner may, at his option, void this Agreement. No refund or damages will be paid to the Occupant or Guests.

### **Security Deposit**

A security deposit is required and the Occupant must pay 1 day before occupancy and agrees to pay the sum equal to \$2,000 as security for faithful performance by Occupant and Occupant obligations hereunder. In the event of any breach or failure of occupant hereunder, the Owner shall have the right to use and apply the said security deposit in the manner provided herein. Within seventy-two (72) hours following termination of the rental, Owner shall make a final inspection of the premises. If Occupant has faithfully performed his/her obligations hereunder, paid all rent and other charges due Owner, returned all keys and left premises (including all fixtures, facilities and appliances) in the same condition as when premises were occupied, except for reasonable wear and tear and normal depreciation, the Owner shall immediately return the amount of the security deposit to Occupant after 7 days after departure.

### **Arrival & Departure**

Your confirmed arrival and departure times will be listed on your reservation and are to be adhered to, unless previously arranged, prior to a guests arrival. Early entry to a property is not permitted. Failure to vacate a property by the specified check-out time may result in additional costs being incurred by the property owner and cleaning teams, in relation to delayed access to the property for preparation for the next reservation. A charge may be levied for any early arrival or late departure causing disruption to property access by the Owners or Caretakers, at the sole discretion of the Owner, Muskoka Cottage Retreat Inc. up to the full amount of the damage deposit, in addition to any additional costs incurred by the property owners, in relation to delayed access to the property for preparation for the next reservation. An administrative fee of up to \$350 may be added to any early arrival or late departure causing disruption to property access by The Owners or Caretakers, at the sole discretion of the Owner, Muskoka Cottage Retreat Inc.

The premises are rented furnished, and are equipped with the following appliances: range, refrigerator, microwave, toaster, stove, oven, washer and dryer and coffee maker.

The Occupant agrees that the maximum capacity at the property does not exceed 12 people at one time. No persons are allowed at the property other than agreed in this agreement. This Agreement as well as the Property Owner's (the "Owner(s)") property insurance limits cover the capacity listed above and exceeding this capacity is not permitted and is a material breach of this Agreement. Exceeding the number of stated and agreed persons, regardless of the stated occupancy limit, may result in immediate removal without refund, or a charge of up to \$350 per guest per night charge at the discretion of the Owner.

**Condition of the Property**

The property will have been inspected prior to occupation and therefore the Occupant undertakes to notify the Owner, Muskoka Cottage Retreat Inc. immediately with regard to any damage and/or maintenance issues that require attention. The Occupant must keep the property and all furniture, fixtures, fittings, chattels and effects in or about the property in the same state of repair and condition as found at the commencement of the rental.

**Pets and Animals**

Pets and other animals are not accepted at the property. The Owner, Muskoka Cottage Retreat Inc. accepts no responsibility for any allergic reaction or other conditions arising at any property, whether designated "No Pets" or not. The designation of "No Pets" does not indicate there have not been pets at the property at some time.

**Abide By Other Terms and Conditions**

1. The Occupant shall abide by these Terms and Conditions of Rental Agreement and any other instructions contained in the individual Cottage Guide and any additional information and instructions as shall be supplied in the Property or by The Owner, Muskoka Cottage Retreat Inc.
2. Occupant shall use in a reasonable manner all electrical, plumbing; sanitary, heating, and other fixtures facilities and appliances in the premises, and Occupant shall be responsible to repair them at his /her expense for any damage caused by his/her failure to comply with this agreement.
3. Occupant shall not deliberately or negligently destroy, deface, impair or remove any part of the premises (including fixtures, facilities, and appliances) or permit any person to do so, whether known by the Occupant or not, and Occupant shall be responsible for any damage caused by his/her failure to comply with this agreement.
4. The Owner shall give the Occupant quiet enjoyment for the term of the rent. The Occupant agrees to conduct himself/herself and to require others on the premise with his/her consent to conduct themselves, whether known to Occupant or not, in a manner that will not disturb his neighbours' peaceful enjoyment of their premises. The Occupant further covenants and agrees that he/she will not use nor permit to be used the premises any improper, illegal, nor will he use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, illegal or improper manner.
5. The Occupant agrees not to make any copies of keys to the premises and upon termination of this rental agreement; the Occupant shall surrender all keys to the premises. Owner shall not be responsible for the protection of Occupant from violent or criminal acts, on or off the premises.
6. Owner has the right to refuse entry to the Property to all or any persons, without refund, whom owner consider to be in material breach of these Terms and Conditions. Such breaches include, but are not limited to, conduct in an offensive or disorderly manner. In such event, the owner, Muskoka Cottage Retreat Inc. will not be liable for any payment to the Occupant and/or Occupant Guests and will retain all monies paid.
7. The Owner, Muskoka Cottage Retreat Inc. and other designated or approved service providers shall be allowed reasonable access to the Property at any reasonable time during the Rental

Period for cleaning, maintenance and inspection. Should the Occupant decline housekeeping and linen changes if applicable, the Owner, Muskoka Cottage Retreat Inc. will conduct a property inspection walk-thru every 7 days.

8. All personal property placed in the rented premises, or in any other portion of the property on which the premises is located shall be at the sole risk of the Occupant or parties owning the same, and the Owner shall in no event be liable for loss, deduction, theft, or damage to such property unless caused by or resulting from negligence of the Owner, or his employees.
9. The Occupant agrees that Owner are making every effort to maintain the Property in good working order. Owner, will attempt to replace, fix or schedule maintenance as soon as possible, however, some items take longer than others, especially in rural areas. No discounts or refunds will be given for equipment or appliance failure, internet, technical difficulties, bugs or disruptions to enjoyment of the Property or due to power outages. Please note that during a heat wave, some air conditioning systems cannot cool as fast as needed and no refunds will be given.
10. It is understood and agreed that in the case of the violation of the Agreement in any way by the Occupant, the Owner hereby is expressly given the right to take any action stated herein and all other actions not stated herein but which are allowable by law.
11. Owner and Occupant agree that in the event of any litigation with respect to this Rental Agreement the proper forum for such litigation shall be Toronto, Ontario. In the event that Owner uses an attorney to enforce this Agreement, Owner is entitled to collect reasonable attorney's fees in addition to rents, damages, and other charges due from Occupant.
12. The Occupant further agrees that they shall not assign or sublet the Property without the express prior written consent of the owner which shall may be withheld and/or delayed at its discretion. The Occupant agrees that any breach of the herein provision will constitute a material breach of the Terms and Conditions of the Rental Agreement and that Owner will be entitled to treat the Rental Agreement as canceled and null and void. In such event, the Owner will not be liable for any payment to the Occupant and/or Additional Occupants for the refund of any. The Owner will not be liable for any payment to the Occupant and/or Additional Occupants for the refund of any Advance Deposits, Security Deposits, Rent Payments and/or any other fees/payments whatsoever, Owner will retain all monies paid.
13. The Owner has made every effort to ensure that all information on all websites is correct at the time of publication or at the time of inspection of the Property. The information provided by the Owner(s) or Muskoka Cottage Retreat Inc. are made in good faith and Muskoka Cottage Retreat Inc. or the Owner(s) cannot be held liable in any way for minor changes, discrepancies or inadvertent details. Muskoka Cottage Retreat Inc. and the Owner(s) cannot guarantee that the Property will provide quiet enjoyment as noise, dust, etc. due to construction or otherwise at neighboring properties, power outages, etc. can happen during the Rental Period.

Occupant must follow all House Rules and Garbage & Recycling Rules. Occupant must remove all its trash & recycling from the premises or security deposit is forfeit (Please see House Rules and Garbage & Recycling Rules document provided with reservation).

Occupant shall defend, hold harmless, and indemnify Owner and cottage owner(s), and Muskoka Cottage Retreat Inc. and the officers, employees, and associates, and board members of this organization for and against all claims and liabilities (including attorney's fees) for sickness, allergies, personal injury (including death), property damage, or other claims and liabilities arising out of, related to, or in connection with Occupants negligent errors or wilful misconduct.

**THIS RENTAL AGREEMENT** is the entire agreement between the parties, and no modification or addition to it shall be binding unless put into writing and signed by all parties. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and/or assigns. Parties confirming this Agreement shall be jointly and severally liable. Wherever the context so requires, the singular number shall the plural, the plural the singular, and the use of any gender shall include all other genders. Time is of the essence in all matters.

**I have read and agree to all the above terms and conditions for my website reservation.**

**By selecting "I Accept, Rental Conditions" on the booking interface of [www.muskokacottageretreat.com](http://www.muskokacottageretreat.com) web site, the Guest understands and agrees that they are entering into a legal binding agreement as per the authority Ontario Electronic Commerce Act, RSO 2000.**

#### **WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT**

##### DEFINITIONS:

**Facilities** – Cottage and its land and (if applicable), Hot Tub, Pool, Lake, Trampoline (if applicable), Row Boat and/or Canoe, Barbeque, Clubhouse, Bicycles, Cottage Equipment's, Trails, Parks, Road & Facilities, and all Chattels therein.

**Indemnites** –The Cottage Owner(s), Muskoka Cottage Retreat Inc. and the officers, employees, and associates, and board members of this organization.

**Indemnitor** – The individual signing or confirming below, and his/her heirs, administrators, executors, and assigns.

The **Indemnitor** hereby releases the **Indemnites** from any liability for damages from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, **Indemnitor's** use of the **Facilities** and services provided at the **Facilities**.

**Indemnitor** represents that:

14. I am 18 years of age or older.

15. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.

16. I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilize the **Facilities** and its services in a safe manner.
17. I understand and agree that it is my responsibility to assess the hazards presented by my use of the **Facilities** and services of the **Facilities**, and further agree that I am the ultimate judge as to whether I can use the **Facilities** and services without risk of harm to myself.
18. I understand and EXPRESSLY ASSUME all the dangers incident to using the **Facilities** and their services, and hereby RELEASE ALL CLAIMS, including but not limited to, personal injury, sickness, property damage or destruction, and death, whether caused by NEGLIGENCE, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the **Indemnitees**. Further, I/we accept full responsibility for the risk to personal health of renting property owned and occupied by unrelated persons during the Covid19 Pandemic.
19. My use of the **Facilities** is entirely optional and my own free choice.
20. The Cottage Owner(s), Muskoka Cottage Retreat Inc. does not accept responsibility or pay any compensation where the performance or prompt performance of the reservation contract is prevented or affected by reason of circumstances which amount to Force Majeure. Circumstances amounting to Force Majeure include any event which we could not, even with all due care, foresee or avoid.

**I have read and agree to all the above terms and conditions for my website reservation.**

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