

## Booking Terms and Conditions

1. **General:** Cottage Rental Property [address will be provided to guests upon receipt of both Booking/Cancellation/Security Deposit (“deposit”) and full payment], in North Kawartha (“the Cottage”) is a cottage owned by Andrew Court and Kristin Zarudny (“the Property Owners”) and is situated on Chandos Lake (Apsley, Ontario). We offer and arrange weekly rental bookings for cottage renters (“our Guests”) on a weekly basis throughout the spring, summer, and fall months.

### 2. Payment:

a. Bookings shall be confirmed by email upon receipt of deposit payment (credit card via Stripe.com, PayPal, email money transfer, cash, or cheque) in the amount of **\$500**. The deposit is fully refundable within 1 week of the completion of your stay providing the following conditions are met:

i. The deposit is fully refundable as long as a cancellation is requested, in writing, **at least 90 days prior** to the booked check-in date;

ii. After use, the cottage shall be left as it was found without damage or missing items. A list of cottage cleaning instructions will be provided;

iii. If the cleaning service has been requested upon booking the Cottage (\$150 Cleaning Fee per week(s)), the cottage shall still be tidy with all furniture in its original location and all garbage and recycling removed prior to departure; and

iv. There have been no violations to the conditions set out in the Booking Terms and Conditions agreement.

b. The full payment for the booked week(s) shall be paid, by Credit Card via Stripe.com, Paypal, email money transfer, cash or cheque, at a **minimum of 30 days prior** to check-in date by

our Guests. Failure to do so will result in forfeiture of the deposit and loss of the rental booking.

**3. Use of our Property/Limitation of Liability:** Our Guests will use the cottage and its facilities in accordance with our Booking Terms and Conditions and will do so at his/her own risk. Our Guests covenants to indemnify and save the Property Owners harmless from any claim for damages or costs which may be asserted against them by the family or guests of our Guests as a result of any personal injury, sickness or death, or the loss or damage to property, however caused, arising from the use of the Cottage and its facilities. Our Guests accept full responsibility for the use of any recreational equipment, such as boats, motors etc., and agrees to pay for any repairs or replacement of such equipment, other than for normal wear and tear.

**4. Cancellation:** Any cancellation made by our Guests shall be made in writing via email to the Property Owners at least 90 days prior to the rental check-in date so that the Property Owners may attempt to rebook the Cottage.

**a.** In the event that the cancellation occurs within 90 days of the booked check-in date for the Cottage, our Guests shall not recover the \$500 Booking/Cancellation/Security Deposit.

**b.** No refunds due to weather, road conditions, change of plans, or early departures. Our Guests are financially responsible for the entire booking once your booking has been made. The Property Owners are not responsible for damages incurred due to weather or for any costs to evacuate our Guests or vehicles.

**c.** In the late fall, winter, and early spring it is not uncommon to occasionally have hazardous road conditions. It is strongly recommended that all our Guests, during these seasons, have four-wheel drive and/or winter tires. Winter road conditions and maintenance are not guaranteed. No refunds due to road conditions.

**5. Alterations to Cottage Description/Inventory:** The information contained on the website is believed to be accurate at the time of posting. However, the Property Owners reserve the right to make alterations thereto and the Property Owners shall endeavour to inform our Guests of such alterations. If the alterations relate to fundamental elements or services, the Property Owners shall attempt to provide comparable fundamental elements or services. If these comparable elements or services prove unacceptable to our Guests, the Property Owners shall bear no responsibility other than to provide an appropriate refund for those unavailable fundamental elements or services.

a. Fundamental elements refer to water systems, plumbing and electrical systems, major appliances, such as refrigerator and stove.

b. Fundamental elements do not refer to recreational items such as boats, motors, televisions, DVD's, Blu-Ray, Xbox 360, and internet access. These elements are provided at the discretion of the Property Owners as an added feature for our Guests use. While every attempt will be made to ensure that such equipment is in working order during a holiday, should breakdown or some other situation occur whereby these elements are not available for the term of the holiday, the Property Owners do not take responsibility for replacing or refunding our Guests for the lack of use of these elements.

**6. Number of Persons Using the Cottage:** The number of persons present overnight (including children and guests) **shall not exceed the maximum number of 6 persons** indicated for the Cottage and determined by the Property Owners. The number of persons present during the day (including children and guests/visitors) shall not exceed the maximum number indicated for the Cottage determined by the Property Owners, without prior authorization from the Property Owners.

a. Our Guests that contravene the maximum number stated for the cottage will be subject to immediate eviction without refund.

b. There will be no subletting of the Cottage permitted. It is specifically prohibited for parents to sublease or rent the Cottage for their children under the age of 21. With any such contravention, our guests will be subject to immediate eviction without refund.

c. There shall be no camping, tenting, mobile sleeping units, or otherwise placing auxiliary accommodation facilities on the property without prior authorization from the Property Owners. With any such contravention, our guests will be subject to immediate eviction without refund.

7. **Access:** The Property Owners shall be allowed access to the Cottage at any reasonable time during any Guest occupancy.

8. **Repair:** Our Guests will keep the Cottage and property and all furniture, fixtures, chattels, fittings and effects in the Cottage or on the property at the beginning of his/her occupancy, whether, or not these items are set out in the description, in the same state of cleanliness, order and repair in which they were found. Failure to do so, to the satisfaction of the Property Owners, will result in a loss of the Booking/Cancellation/Security Deposit to defray cleaning costs, or repairs incurred by the Property Owners.

a. Our Guests shall not rearrange the furniture or fixtures in the cottage or on or about the property.

b. Our Guests shall not remove or destroy any plant life on the property, including trees, shrubs, or flowers (wild or natural).

9. **Pets, Smoking, & other Conditions of Booking:** Our Guests shall abide by the conditions of booking and any other instructions provided by the Property Owners. All such conditions apply to guests visiting the Cottage, whether day visitors or overnight.

a. Our Guests who contravene said conditions shall be subject to immediate eviction without refund.

**b.** No pets are allowed at the Cottage, in the Cottage, or on the property without the authorization of the Property Owners and with specific instructions on the type and number of said pets. As the Property Owners we may be flexible regarding the restriction on pets for our Guests; we do have 2 Yorkshire Terriers (hypoallergenic) that frequent the Cottage.

**c.** Smoking will only be permitted outside the Cottage and on the property close to the fire pit. It is the responsibility of our Guests to ensure all cigarette butts, cigars, tobacco, filters are placed in the garbage and not left on the property. Failure to remove signs of smoking may result in loss of the deposit.

**d.** Fireworks are strictly prohibited.

**e.** Campfires are only permitted at the fire pit located beside the cottage. Our Guests are responsible for abiding by any fire hazard notices set by local or provincial agencies. Building a campfire, where none exists, is strictly prohibited. Our Guests will be held responsible for any fines or penalties assessed by the township for non-compliance with fire permits or fire hazard notices. The Property Owners have obtained a fire permit for the given year and it allows for night-burning only when fires are permitted – check local fire station or posted signage on the highway to ensure compliance. Ensure to put campfire/fire out completely at the completion of your fire using the provided garden hose and/or bucket and lake water.

**f.** Please note that there are noise by-laws in place for the Township of North Kawartha (Apsley) and that any infraction of those by-laws may result in penalties or fines which will be the responsibility of our Guests, and may also be cause for immediate eviction, without refund, from the property.

**10. Noise:** The Property Owners cannot control – or be liable for – noise or disturbances caused by occupants of properties adjacent to or near the Cottage, or their family or guests.

- 11. Drinking Water:** All our Guests are recommended to bring in or otherwise treat (boil) drinking water, regardless of the water source at the Cottage. The Property Owners do not take responsibility for the quality of the Cottage drinking water source, or the quality of the water body (Chandos Lake) the Cottage is on.
- 12. Safe Boating Regulations:** Our Guests will ensure that the current regulations now in place concerning the operation of boats (including pedal boats, kayaks and canoes) including without limitation, the new provincial Operator Competency Requirements, will be complied with during his/her occupancy. Any expenses/fines arising from non-compliance are the responsibility of our Guests.
- 13. Wildlife:** Bears, bats, mice, raccoons, snakes, spiders, other insects and other forms of wildlife are found in and around cottages from time to time. Our Guests acknowledge that the Property Owners cannot ensure our Guests will not encounter these aspects of cottage life during his/her occupancy.
- 14. Keys:** Our Guests agree to return the keys to the lock box at the cottage at the completion of their stay without having made any replication or duplication of said keys. Failure to return keys following the completion of our guests' stay may result in loss of the deposit.
- 15. Early Departure:** Our Guests agree to immediately notify the Property Owners if they leave the property prior to check-out date.
- 16. Return of Items left at the Cottage:** The Property Owners are not responsible for any items left in the cottage or on the cottage property by our Guests. Guests requesting return of items left at the cottage must contact the Property Owners as soon as practicable to ensure the safe return of their items.
- 17. Force Majeure and Liability Limitation:**
  - a. The Property Owners accept no liability to pay compensation in respect of any loss, damage or changes arising from unforeseeable circumstances beyond their control including but not limited to strikes, riots, political unrest, war or the threat of war, terrorist activities, industrial disputes, fire, flood, technical/

weather problems to transport, road conditions, aircraft, closure of airports, adverse weather conditions, or other events beyond our control.

- b.** Liability: Our Guests are advised that they are occupying a private home and therefore are responsible for their own safety in respect to any loss, personal accidents or damages sustained by them or any members of their party during their stay. It is our Guests responsibility to ensure that they have adequate holiday insurance to cover personal injury/accidents/damage. No claims whatsoever will be accepted by the Property Owners. The Property Owners accept no liability for loss of main services or failure of appliances or of any actions taken in the vicinity of the property by any authority or third party person beyond their control. In the unlikely event that the Property Owners are found negligent and/or in breach of its contract with our guests, the Property Owners' liability shall be limited to the cost of the booking.
  - c.** Our Guests assume the risk of injury or other losses relating to any recreational activities and will hold the Property Owners harmless with respect thereto.
  - d.** All equipment within the Cottage, be it electrical, mechanical or otherwise, is used entirely at the renter's own risk on behalf of themselves and their party.
- 18. Governing Law:** The laws of the Province of Ontario shall apply to any disputes arising out of this contract and any other claims. Each party agrees to the province of Ontario having subject-matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the province of Ontario. Each party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

- 19.** For ease of drafting only, our Guests have been referred to as his/her or the masculine gender. References to our Guests shall be made in the singular and feminine gender, or in the plural, as the context may require.

**I have read, understand and agree to abide by the Terms and Conditions as set out above. I understand that the Property Owners will not be liable whatsoever for any loss or any injury to myself or anyone on or using the cottage or its' property during my rental term, however caused.**

**I acknowledge that when I agree to book the rental property and read the Booking Terms and Conditions Form, I will have entered into a binding contract with the Property Owners, the conditions of which are set out in this Booking Terms and Conditions. I have read and understand all of this material.**

**Privacy Policy: All information collected by the Property Owners is for internal screening purposes. By providing this information you consent to the collection, use, handling of your information. By providing this information you consent to receiving communications from the property owners by means of email, text, phone, and/or social media related to cottage rental booking(s) and/or marketing for future rental booking(s).**

**Keep a copy of the 'Booking Terms and Conditions' for your reference. Acceptance of the Application for Rental of the Cottage constitutes an agreement by the applicant and their party to abide by the 'Booking Terms and Conditions' and acknowledges our Guests' responsibility to clean the cottage and leave it in the same condition as found.**