

Terms and Conditions of all Rentals

3 - 10 Brunel Rd. Huntsville, Ontario P1H 2A9

Fax: (705) 788- 3215

1. GENERAL

The cottage is owned by the "Owner" and is offered by Cottagevacations.com operated by Water's Edge Vacation Rentals Inc., known as the "Company" as vacation rental accommodation for the "Renters" (applicant named on 'Cottage Rental Application') according to the terms and conditions as set out in the "Cottage Rental Application" and the following "Terms and Conditions".

2. RESTRICTIONS

The Renters agree to abide by the restrictions set forth by the Owner and shall be responsible for any and all guests, for adherence to the restrictions.

3. PAYMENT

Bookings shall be confirmed in writing by the Company on approval of application and on receipt of a 30% deposit. The balance shall be due and payable 90 days prior to the first day of the rental period (payable either by post-dated cheque or online banking – there will be a 3% handling fee if you would like to pay the balance by Visa or Mastercard). If the Renters book a cottage and the application is approved and there is less than 90 days before the commencement of the vacation, the total payment is due and can be paid by money order, cheque (cheque must be certified if less than 2 weeks prior to start date of rental period), or credit card (plus a 3% handling fee), and only upon receipt of same will confirmation of rental be confirmed. The issuance of written confirmation to the Renters by the Company shall complete a binding contract between the Renters and the Owner. All payments are made to "CottageVacations.com".

4. DUE DATES

All balances and signed terms and conditions are due 90 days before the start of your holiday in order to complete the booking process. In the event that you are booking within 90 days, they are due immediately.

5. CHANGES IN ACCOMMODATION

Requests by the Renters for alternative accommodation will be provided at the discretion of the Company if the request is made more than 90 days before the start of the booking period. There will be an additional administrative charge of \$150 (plus HST) per week or part thereof. Requests by the Renters for an alternative rental period (without a change in cottage selected) will be provided at the discretion of the Company if the request is made more than 90 days before the start of the booking period originally selected: There will be an additional administrative charge of \$75 (plus HST) per week or part thereof. In the highly unlikely event that the Company must change a booking after confirmation, the Company will do its best to arrange for accommodation of a similar type, location, cost and standard as the original booking. If these are not acceptable or there are no properties available, then the Renters will receive a full refund of monies paid to the Company. Any additional costs due to cancellation or change in accommodation are the sole responsibility of the Renters.

6. CANCELLATION

Any cancellation made by the Renters must be in writing to the Company. If the Company is successful in re-booking the accommodation for the entire period booked, it shall refund to the Renters all monies paid less a cancellation fee of \$150 (plus HST) per cancelled week or part thereof. If the Company is able to re-book the accommodation for only part of the period originally booked, it shall refund the monies paid relating to the re-booked period, less a cancellation fee of \$150 (plus HST) per cancelled week or part thereof.

7. REPRESENTATION

The information contained in any printed material, photographs is believed to be accurate at the time of publication. The company reserves the right to make any changes it deems necessary to more accurately reflect the cottage property. The company gives no warranty as to the state of the Property and accepts no liability for any act, neglect or default on the part of the Owner. Boats, motors, TV's, and other such equipment are supplied at the discretion of the Owner as an added feature for the Renters. While every attempt will be made to ensure that such equipment and all other appliances are in working order for a Renter's vacation, should any breakdown or other situation occur whereby these items are not available for the term of the rental period, neither the Company or the Owner take responsibility for replacing or refunding the Renters for the lack of use of these elements. Please advise our office immediately of any deficiencies of amenities or equipment provided.

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8. OCCUPANCY

Renters who have guests at the property in excess of the pre-authorized number (specifically those named on the rental application form) are subject to either immediate eviction without refund or a \$250 (plus HST) per night per guest charge, at the discretion of the Company/Owner. Please note that we have a "no parties" policy and zero tolerance regarding this issue. Sub-letting of the cottage property is not permitted. Where separate parties will be occupying the cottage property at different time periods, Cottage Rental Application Forms must be completed by each party. Camping, tenting, trailers or other additional accommodation facilities will not be allowed unless previous written permission has been granted through the Company. Please note that ANY person, REGARDLESS of age is counted as a person in the occupancy of a cottage. Check-in and Check-out times are to be adhered to, unless otherwise arranged through the "Company". Early arrival and/or late departure will result in a charge of \$200 (plus HST).

9. PETS

Bringing, or allowing, a pet at a 'no pet' cottage will result in immediate eviction and you will be charged a penalty fee of \$350 (plus HST).

The Company does not take responsibility for allergies or other conditions arising at any cottage, whether noted "no pets" or not. Although a cottage property may have a "no pets" policy it doesn't mean that there have not been pets on/in the premises previously. Please advise the Company in advance of your booking if you have a pet allergy.

10. INVENTORY/HOUSEHOLD RULES/ CLEANING

The Renters are expected to leave the cottage in the same condition that it was in, upon their arrival, and are responsible for the cleaning of the cottage before they leave and removing their own garbage and recycling. There will be a charge of \$25/bag for garbage and recycling left at the cottage, plus a cleaning fee if the property is not left in the condition it was found. Cleaning supplies are provided. Consumables (like toilet paper) are not provided. The Renters agree to read and abide by the Household Rules, as stated in the Life at the Cottage package and/or posted at the cottage, and to use the inventory and equipment in a safe and responsible manner. Any additional cleaning required, breakage or damage to inventory, equipment or any other part of cottage property, above and beyond normal "wear and tear" will result in additional charge to the Renters credit card. **Unless specified otherwise, linens and towels are not provided.**

11. SAFETY

The Renters agree to take reasonable precautions in our use of the Property and the Cottage. The Renters agree that they are responsible for their own safety and that of their family, friends, guests and invitees. The Renters acknowledge and agree that the use of the lake is not supervised by any lifeguards or other such person and therefore any use of the lake or area by the Renters, guests or invitees is at their own risk. The Renters acknowledge that they are responsible for ensuring all boating regulations are observed, for having required safety equipment in the watercraft, and for complying with operator competency and licencing requirements. The Renters shall not permit anyone to swim, nor to operate any boat or watercraft while they are impaired by alcohol or drugs.

12.

The "Company" will not be liable for any consequential damages, loss or expense arising out of or in connection with the use of the rental property or the inability to use the rental property for any purpose whatever. Cottagevacations.com operated by Water's Edge Vacations Rentals Inc. maximum liability for all damages, losses and causes of action, whether in contract, tort or otherwise, shall not in any case exceed in aggregate the contract price for the rental.

13.

In addition, the Renters undertake to indemnify and hold the "Company" and the rental property owner harmless against any and all loss, injury, claims, causes of action, demands and/or costs and expenses that may be incurred by the Renters or anyone on or using the cottage or its' property in relation to the cottage rental.

14.

The parties agree that this contract shall be governed by the laws of the Province of Ontario and agree to attorn solely to the jurisdiction of the courts of Ontario with respect to any and all disputes arising out of the interpretation and application of this contract and the relationship between the Company and the Renters.

Please sign _____

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Security Deposit Guarantee

You MUST fill out your credit card information & sign below as a security deposit guarantee during your stay.

I am providing my credit card number as a guarantee. I will be responsible for any and all damages caused by myself and my guests. I agree to pay all outstanding long distance phone charges, excessive internet usage, cleaning and/or garbage charges, damages caused by pets, and any penalties as per the Terms and Conditions, caused during the term of my rental. I understand that these costs will be charged to my credit card if deemed necessary. I, the cardholder, expressly consent and authorize the charging of my credit card.

Credit Card # (Visa or MasterCard only) _____ **Exp. Date** _____

or (___) I authorize Cottagevacations.com operated by Water's Edge Vacation Rentals Inc. to fill in my credit card number (as previously provided)

Signature required for either option.

Cardholder name _____ **Signature** _____

ACCIDENTAL WAIVER PLAN

Accidents can and do happen to all of us, anytime, anywhere, and the costs can be high. This Plan is designed to give you peace of mind during your holidays at our rental properties. It is due 90 days before the start of your holiday, or immediately, if booking less than 90 days in advance. The plan protects you in the event of accidental damages to the real or personal property of the owner of the property that is occupied by you and your registered guests, for the duration of your stay.

Conditions:

This plan does not cover damages as a result of:

- willful or negligent behavior
- actions that had a reasonable and predicable outcome
- cleaning or garbage charges as per the Terms and Conditions
- or any incidents whatsoever involving your pet(s)

The Renters must notify our office at once of any damages caused by you or your guests during your occupancy and a written report is required within 2 days from the end of your rental period, or else this plan is void. The Damage Waiver is a \$59 (plus HST) non-refundable fee per week or part thereof and it covers you for accidental damages up to \$1,500 aggregate per stay. Any costs over \$1,500 are the renters sole responsibility. In the event that you do not notify us of accidental damages caused by you or your guests, your credit card will be charged with the full cost of repair/replacement.

I have read, understand and agree to abide by the Terms and Conditions as set out above. I understand that the cottage owner(s), Cottagevacations.com operated by Water's Edge Vacation Rentals Inc. or its employees or agents 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.

Signature _____ **Print name** _____ **Date** _____

Cottage # _____ **Lake** _____ **Rental Dates booked** _____.

Please make sure that you have printed out ALL pages of this Terms and Conditions document in its entirety and that you are sending all pages when you return to us the completed form.