

Rental Agreement

for cot # _____ ; Arrival - _____ at _____ / Departure - _____ at _____

1. Print the Rental Agreement.
2. Read and Sign Rental Agreement
3. Provide Credit Card information for Security Reasons (additional charges will apply *only* in situations where cottage rules are not followed; see Cottage Rules for details, located under main photo of your cottage)
4. Sign credit card area if you are paying by credit card for Accommodation or for Security Deposit
5. If paying by cheque, please enclose cheque for:
 - **Booking Deposit** - 1/3 of the total cost of the rental plus the **Processing fee** of \$50 and the **Accidental Damage Coverage insurance** of \$45 (if purchased),
 - plus a post dated check for the **Balance payment** of the rental cost, dated 6 weeks prior to the start of the rental. Please make cheques payable to Rent Cottage at Simcoe
6. Written Confirmation will be provided once the application is processed; no booking is final until you receive written confirmation
7. Fax: (416) 519 – 5590, or Mail Agreement To: RentCottageSimcoe.com : 32 Revcoe Dr. North York, ON M2M 2B8

THE FOLLOWING 3 SIGNATURES ARE MANDATORY

Signature: _____ I provide my credit card information as a guarantee and agree to pay all outstanding long distance phone charges, and accept all liability for any damage beyond normal wear and tear during the term of my rental. I also agree to pay any penalties, listed in this agreement and cottage rules, for failure to meet any of the terms of the agreement. I understand that if I fail to do so, these costs will be charged to my credit Card.

Signature: _____ Notwithstanding the above, I am aware that if I purchase the Accidental Damage Coverage Insurance I will be covered for up to \$3000 of Accidental Damage at the cottage during my stay.

LIMITATIONS OF LIABILITY: I/we represent, warrant, acknowledge and agree with RentCottageSimcoe.com (the Company) and the Property Owner that I/we will use the cottage and its facilities in accordance with the terms and conditions of the booking agreement and the cottage rules and that we do so at our own risk and that I/we indemnify and save the Company and Property Owner harmless from any claim made as a result of personal injury, sickness or death, loss or damage, however caused, to person or property of the we/us, his/her family, or guests, during or after the time of occupancy. Further, I/we accept full responsibility of the use of any recreational equipment, such as boats and motors, etc. and agree to pay for any repairs to damage to or replacement of said equipment, if caused by me/us, my/our family or guests. By signing you agree to the terms and conditions of all rentals referred to below. **Please Read Them Carefully.**

Signature: _____ **Date:** _____

The Property Owner and/or the Company's agents shall be allowed access to holiday accommodation at any reasonable time during any holiday occupancy.

CREDIT CARD INFORMATION – Visa, MasterCard or American Express



Credit Card Number: _____ Exp. Date: _____ Full name, which appear on Card: _____

Sign if Using Your Credit Card for the Rental Amount:

Signature: _____ I hereby authorize Rent Cottage at Simcoe to charge the **Booking deposit** amount (1/3 of the rent) owed to the above listed credit card number

Signature: _____ I hereby authorize Rent Cottage at Simcoe to charge the **remaining funds owed** to the above listed credit card number. (The Balance payment will be charged 6 weeks prior to the start of the rental)

**Terms and Conditions of all Rentals
Rent Cottage at Simcoe**

1. General

Rent Cottage at Simcoe ("the Company") acts as a booking agent. It arranges bookings and reservations of holiday accommodation for the vacationer ("the Renter") as agents for the owners of the holiday

2. Contract:

The issuance of a written confirmation to the Renter by the Company shall complete a binding contract between the Renter and the Property Owner.

3. Payment:

3.1 Bookings shall be confirmed in writing by the Company on payment of a deposit (said confirmation does not refer to the Booking Application Form).

3.2 Receipt of any deposit prior to the Company's written confirmation of the reservation shall not constitute acceptance of any booking.

3.3 The balance shall be payable 6 weeks prior to the commencement of the holiday.

3.4 If the Renter books the holiday *less than 6 weeks* from its commencement the *full booking charge* shall be payable upon booking.

3.5 All payments shall be made to the Company as stated at the top of the booking application form, by credit card, cheque, money order.

3.6 There will be a \$25.00 penalty if the balance owing is not paid to the Company in full 6 weeks prior to occupancy.

3.7 All payments made within 20 days of occupancy must be made by certified cheque or valid credit card.

4. Cancellation:

Any cancellation made by the Renter shall be in writing addressed to the Company at the address stated at the top of the booking application form. On receipt of such notice of cancellation, the Company shall endeavor to re-book the holiday accommodation for the entire period of the original booking.

4.1 If the Company is successful in re-booking the holiday accommodation for the entire period originally booked it shall refund to the Renter all monies paid (whether by deposit or otherwise) less a cancellation fee of \$100.00 per period booked.

4.2 If the Company only succeeds in re-booking the holiday accommodation for a portion of the period originally booked, it shall refund the monies paid relating to the period re-booked, less a cancellation fee of \$100.00 per period booked.

4.3 If the Company is unable to re-book the holiday accommodation at all then all monies paid by the Renter (whether by deposit or otherwise) shall be forfeited to the Company

5. Ownership of the Holiday Accommodation:

The Company does not own or operate the holiday accommodation which it books on behalf of the Renter and accordingly, its use of the holiday accommodation is subject to the Terms and Conditions of each of the Property Owners.

6. Representation

The information contained in any printed materials or internet web page is believed to be accurate at the time of printing/viewing. However, the Company reserves the right to make alterations thereto and the Company shall endeavor to inform the Renter of such alterations. If the alterations relate to fundamental elements or services, the Company shall attempt to provide comparable fundamental elements or services. If these comparable elements or services prove unacceptable to the Renter the Company shall bear no responsibility other than to provide an appropriate refund for those unavailable fundamental elements or services.

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

6.2 Fundamental elements do not refer to recreational items such as boats, motors, televisions, VCR's, hot tubs, computers or satellite dishes. These elements are provided at the discretion of the property owner as an added feature for the Renters 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, neither the Company nor the Property Owner take responsibility for replacing the elements or refunding any part of the rent to Renter for the lack of use of these elements.

6.3 Neither the Company or the Property Owner accepts responsibility for weather conditions or changes to water levels or conditions at neighboring cottages.

7. Number of Persons Using the Holiday Accommodation:

The number of persons present overnight and during the day on the property shall not exceed the number of guests listed on the rental agreement without prior authorization from the Company.

7.1 Renters who contravene the maximum numbers stated for each cottage will be subject to immediate eviction without refund or an additional charge of \$100.00 per each extra person per night/day, at the discretion of the Company\ Owner.

7.2 There will be no subletting of the cottage property permitted. Where separate parties will be occupying the property at different time periods, booking forms must be completed for each party.

7.3 There shall be no camping, tenting, or otherwise placing auxiliary accommodation facilities on the property without prior written authorization.

o. ACCESS:

The Property Owner and/or the Company's agents shall be allowed access to holiday accommodation at any reasonable time during any holiday occupancy.

9. Repair:

The Renter shall keep the holiday accommodation and all furniture, fixtures, chattels, fittings, and effects in or about the holiday accommodation in the same state of repair and condition as at the commencement of the holiday, and **shall leave the holiday accommodation in the same state of cleanliness and general order in which it was found. Failure to do so, to the satisfaction of the Owner/Company, may result in a damage/cleaning charge being levied.**

10. Pets, Smoking, and Other Conditions of Booking:

The Renter shall abide by the conditions of booking and any other instructions contained in the Cottage Rules, Inventory Listing and/or as noted on the face of this form. All such conditions apply to guests visiting the property, whether day visitors or overnight.

10.1 Any Renter who contravenes said conditions shall be subject to immediate eviction without refund and/or a penalty of \$250.00 at the discretion of the Company.

10.2 Any Renter requesting return of items left at a property will be subject to a minimum \$25.00 Administration fee for return of said requested items.

10.3 Pets are only permitted on the property if they are indicated on the booking application form and approved by the owner. The number of pets is restricted to one, unless prior, written authorization is obtained by the Renter.

10.4 If a property is "NO PETS" restricted, **please note this does not necessarily mean the cottage has not had pets present at some time. The Company takes no responsibility for conditions arising from allergies at any cottage, whether noted as "NO PETS" or not.**

11. Inventory Listing/Cottage Rules/Route Directions/Booking Confirmations:

The Company will provide the Inventory Listing, Cottage Rules, and Route Directions for the holiday property once the total rental amount has been received. These documents shall be considered to be an extension of this Booking Terms and Conditions and the Renter shall abide by all instructions and information contained therein. If the Renter has not received these documents one week prior to the holiday period, the Renter shall notify the Company and obtain said documentation.

12. Mobile Internet:

12.1 The Company will provide Mobile Internet Stick, if the renter requests it prior to booking and if it will be available during the vacation date chosen by the renter.

12.2 The Renter agrees to pay \$60.00 charge for failure to return the Mobile Internet Stick within the stipulated time.

12.3 The Renter agrees to pay the following for using Mobile Internet Stick:

\$80/month; \$60/3weeks; \$50/2weeks; \$45/1week; \$30/3days

12.4 The Renter agrees to use the internet for *text-only* applications; additional charges will apply in accordance with amount of exceeded MB past the dedicated amount (see below):

1000MB/month; 750MB/3weeks; 500MB/2weeks; 250MB/week; 110MB/3days

* for your info (bandwidth calculator): <http://www.pacific.net.au/internet/data-calculator/>

1min normal quality video ~ 5MB;

1 photo medium size ~ 25Kb

1,024 bytes = 1 Kilobyte (KB)

1,024 Kilobytes = 1 Megabyte (MB)

1,024 Megabytes = 1 Gigabyte (GB)

1,024 Gigabytes = 1 Terabyte (TB)

13. Keys:

13.1 The Renter agrees to return the cottage keys as directed in the Cottage rules

13.2 The Renter agrees to pay a \$30.00 charge for failure to return the keys within the stipulated time.

14. Consumer Report

The Renter is hereby notified that a consumer report containing credit and / or personal information may be referred to in connection with this transaction and authorize the company to obtain such a report.

The Company reserves the right to request proof of a home/contents insurance of each renter to demonstrate that any damage made at the property will be covered by the Renter's home/contents insurance.

16. Facsimile Agreement

The renter agrees that this agreement may be executed by facsimile transmission, and that the original facsimile signatures will evidence the binding obligation of the parties to be bound by the terms of this Agreement.

NOTICE

Unless specifically stated linens and towels are not provided with the rental accommodation