

OFFICE USE

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SHORT-TERM RENTAL AGREEMENT

1. **THE PARTIES.** This Short-Term Rental Agreement (“Agreement”) is made on [redacted] by and between:

Business: Adventure Bay Cottages Inc. (“Business”)

Mailing Address: 5862 Rice Lake Scenic Drive, Gores Landing, ON, K0K2E0

E-Mail: adventurebaycanada@gmail.com

Phone: (905) 342-3400

Guest: (“Guest”)

Mailing Address:

Phone:

Email:

For goods and valuables consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

2. **PROPERTY.** The rental property is located at the following street address: 5862/5863/5878 Rice Lake Scenic Drive with the following details:

Cottage #

3. **GUESTS.** No more than [] guests are allowed on the Property. Guest’s name(s) and pets (if any with breed) are as follows. Please indicate the age of the children, if any.

<i>Name</i>	<i>Emergency Contacts</i>	<i>Vehicle</i>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Pet		
Pet		

All guests listed above understand that they are solely liable for any actions, liabilities, or damage caused by any members of their party on the Property.

4. TERM. The Guest (which, from here on in, will include members of the group) is allowed to access and occupy the Property for the following:

Check-In after 2pm:

Check-Out by 11 am:

5. PAYMENTS DUE. The Guest understands and agrees to pay the following rent and deposit:

Total: \$

Deposited: \$

Remaining: \$

Others – The below will be settled at check-in if not included in the total above and only with ADVANCE APPROVAL (Wristbands will be provided when paid and registered):

+ Overnight extra guest: \$35/guest/night or a maximum of \$130/guest/stay

+ Daytime guest: \$30/guest/day from 8 am to 8 pm. + Pet fee: \$40/pet/stay

6. CANCELLATION POLICY. If, for any reason, the Guest cancels this Agreement at the time or before check-in, the following shall apply, full refund of the paid deposit if canceled 60 days before arrival date; a refund of 50% of the paid deposit if canceled less than 60 days and more than 30 days of the arrival date; a \$0 refund of the paid deposit if canceled less than 30 days of the arrival date.

7. SECURITY DEPOSIT. A \$200 security deposit will be required. The amount will be held in your credit card and it may take up to 2 weeks for the held limit to be released, only after we are done checking your cottage for damages or excessive cleaning. We NO longer accept cash deposit. The same applies for group booking whereas each cottage will be responsible for its security deposit. AirBnb guests will follow AirBnb deposit policy.

8. UTILITIES. The Parties agree that all utilities, such as heat, air conditioning, electricity, water, sewer, Internet, TV, and any other services, are the responsibility of the Business. The Guest agrees to use the utilities with care and respect.

9. RENTAL RULES. The Guest agrees to abide by the following rental rules:

- Guests are responsible for sorting and disposing of their garbage and recycling in the appropriate bins.
 - Foreign objects and kitchen grease will be disposed of as instructed (ie. store kitchen grease in the jar provided). Damage due to abuse of the septic system will be charged to the guest.
 - Please use the sink drainer at ALL times to avoid blockage due to the sensitive septic system, typical in the rural area.
 - NO SMOKING allowed indoors. A minimum cleaning fee of \$250 will be charged to anyone smoking inside the cottage. Please use the tin filled with sand that is placed on the porch for your cigarette buds. **DO NOT** throw them on the ground.
 - Replacement fees: \$20 for a lost key; and \$5 for an unreturned parking sign.
 - Fire pits can only be used between 6 pm and 11 pm; Please read the local-by-law guidelines posted inside your cottage before starting your fire. Please kindly do not use our wood logs or timbers lying around on our property.
 - Water equipment is to be signed out from our office. Please make sure you put them back after use. They are for leisure and STRICTLY not for fishing. A whistle per water equipment is required. Bring your own or purchase one from our store.
 - Fish cleaning: please DO NOT clean the fish inside your cottage but only be done in the fish cleaning hut (a minimum cleaning fee of \$100 will be charged). You are responsible for acquiring the fishing license.
 - The pool is only open from 10 am to 8 pm, starting July 1st – Labor weekends, weather permitted. **DO NOT** leave children unattended, as there's NO LIFEGUARD present.
 - Playground Safety: because the playground is located next to the pool, you will have to supervise young children under the age of 12.
 - Fire extinguishers are for emergency use only. Please ensure that children do not play with the fire extinguisher. Once tampered with, you will need to pay for the replacement, which can cost up to \$200.
- Lakefront House Fire Ladder:** There is a fire escape ladder under the bed in the attic bedroom. This is a one-time use ladder, **DO NOT** play with it.
- Quiet time: we ask our guests to be more mindful of the noise level, keeping it to your cottage. At ABC, we do not allow loud speakers and karaoke as cottages are side by side. Please refer to section 4 and 5 of the below Northumberland by-laws for details.
 - Fly cam: please adhere to the applicable Ontario rules and regulations and strictly not in the vicinity of the neighbors' property.

10. PET POLICY. Pets are on leash at all times. Please scoop and scoop after your pets. You are responsible for your pet(s) and its actions. Please refer to section 7 of the below Northumberland by-laws.

11. LOCAL BY-LAW. Guests are expected to adhere to the following prohibitions by place and time. Once reported, fine will be imposed on the guests, especially on the NOISE level.

	Description of Activity	Period of Time
1.	The detonation of fireworks or explosive devices not used in devices not used in construction	A
2.	The discharge of firearms during duck hunting season	F
3.	The operation of a combustion engine which, (i) is, or (ii) is used in, or (iii) is intended for use in a toy or a model or replica of any device, which model or replica has no function other than amusement and which is not a conveyance	E
4.	The operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers, and intended for the production. Reproduction or amplification of sound.	C
5.	The operation of any auditory signaling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.	B & D
6.	The venting, release or pressure relief of air, steam or other gaseous material, product or compound from any autoclave, boiler, pressure vessel, pipe, valve, machine, device or system.	A
7.	Persistent barking, calling or whining or other similar persistent noise making by any domestic pet or any other animal kept or used for any purpose other than agriculture	At all times
8.	All selling or advertising by shouting or outcry or amplified sound.	B & D
9.	Loading, unloading, delivering, packing, unpacking or otherwise handling any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services or moving of private household effect.	B & D
10.	The operation of any equipment in connection with construction.	B & D
11.	The operation or use of any tool for domestic purposes other than snow removal.	A
12.	The operation of solid waste bulk lift or refuse compacting equipment.	B
13.	The operation of any grass cutting equipment within 100m of a residential dwelling on a neighboring property	B

Prohibited periods of Time:

- A - 23:00 one day to 07:00 next day (09:00 Sundays)
- B - 19:00 one day to 07:00 next day (09:00 Sundays)
- C - 17:00 one day to 07:00 next day (09:00 Sundays)
- D - All day Sundays and Statutory Holidays.
- E - 21:00 one day to 07:00 next day (09:00 Sundays)
- F - Sunset one day to sunrise next day.

12. GROUP BOOKING. An add-on contract will be required between the Business and the appointed group leader. Any communications will be made via this appointed group leader.

13. INDEMNIFICATION. As part of my consideration for the use of the Releases' rental/loaned equipment (which includes boats, trailers, kayaks, pedal boats, SUPs, hydro bikes, and others collectively referred to as 'the equipment') and Adventure Bay premises (which includes its parking lot, boating and other lands, property and recreation facilities, collectively referred to as 'the premises'). The Guest agrees to the following:

Rental/on-loan equipment

1. I am familiar with the proper use of the equipment.

2. I accept full responsibility for the care of the equipment and I agree to pay for any damage to the equipment and to replace at full retail value any equipment not returned by the date/time indicated below.

3. I agree to return the equipment in clean condition to avoid any additional charges.

Assumption of Risks

I am aware of the risks, dangers, and hazards associated with boating, water activities, and recreational activities and I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, and property damage and loss resulting therefrom.

Release of liability, waiver of claims, and indemnity agreement

1. I waive any and all claims that I have or may in the future have against the Releases and release them from any and all liabilities for any loss damage, expense, or injury including death that I may suffer, or that my next of kin may suffer either directly or indirectly, as a result of my use of the equipment and the premises, due to any cause whatsoever, including negligence, breach of contract, or any statutory or other duty of care.

2. I hold harmless and indemnify the releases from any and all liability for any damage to property of or personal injury to, any third party, resulting from my use of the equipment or the premises.

3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity.

4. This agreement shall be governed and interpreted in accordance with the laws of the province of Ontario and any legal actions involving the releases shall be brought within the province of Ontario.

14. DISPUTES. The Guest agrees to indemnify and hold harmless the Business from all liabilities, losses, damages, and costs, including legal fees, resulting from any actions, incidents, or accidents occurring in or caused by the Guest's use of the property.

15. GOVERNING LAW. This Agreement is governed by and construed in accordance with the laws of located in the Province where the Property is located.

16. ACCESS FOR MAINTENANCE. The Guest agrees to allow the Business access to the Property for any standard or agreed-upon maintenance or common upkeep of the grounds. If access is needed, the Business agrees to give notice to the Guest in advance, when possible.

17. CHECK-IN (a hard copy will be given to you at check-in)

Check-in time: after 2 pm at the office unless communicated otherwise. For security and safety reasons, wristbands will be provided and you are required to put them on. Please contact our office should you wish to come early to enjoy the common amenities.

BBQ tools: should you need them, please sign them out from the office. Please turn off the propane after every use. BBQ sheets (regular and mesh) are to be used on our BBQ grills and not on the fire pit grills.

Hot water in showers: please wait for it to heat up between showers. In cottages #10 and #12, the hot water switches are in the bedrooms, please **DO NOT** turn it off accidentally.

Fridge: please leave the settings as they are and **DO NOT** change them. Report any issues to the office.

Bedding/Linen: Guests are encouraged to bring their towels, sheets, pillowcases, and blankets. We can provide freshly laundered bedding for a fee or for free with bookings of 4 plus nights. There are extra blankets in the rooms, which are only washed when brought down to our office after use.

** To guests with their linens: please put your sheets on top of our mattress protectors/sheets.*

** If linens are included in your booking, please pick them up from the office. A full linen set includes fitted and flat sheets, pillowcases, duvet covers, and towels.*

18. CHECK-OUT (a hard copy will be given to you at check-in)

Check-out time: by 11 am sharp, otherwise a \$50 charge will be added for every hour past 11 am. Please let our office know should you wish to stay back to enjoy the common amenities, up until 1:30 pm only, to free up the parking spaces for our next guests checking in.

Garbage: Please take all garbage including recycling items to the waste collection area, located at the entrance of the parking lot. Failure to do this will result in a \$50 cleaning fee.

- Septic/Kitchen grease: Please let our office know if there are any issues with the sink/toilet.
- Stove/Fridge: Please check the stove to make sure it is turned off and clean out the fridge of all items.
- Dishes: Please wash, dry, and put away as you use them.
- Borrowed/Shared items: Please return everything to its original locations including the picnic tables, fire pits, pots/pans, dinnerware, and cutlery.
- BBQ grill: Check if the propane is turned off and the grill has been cleaned.
- BBQ tools: Please return them to the office in the **clean** condition as when you checked them out. Don't forget to place them in the provided bag, labeled with your cottage number.
- Broken items: Please notify us so our staff can restock them for the next guests. We usually do not charge if it's just normal wear and tear.
- DO NOT lock the cottage; bring all keys.
- Mattresses and Sofas: Please let us know if there is any major cleaning that needs to be done.

* To guests with their linens: please remember to remove **ONLY** your linens and leave ours as it was

* If linens are included in your booking, please remove **ONLY** the top sheets that were provided to you at check-in, put all linens back in the same fabric bag provided, and drop the bag off at the office.

We provide:	- Dish soap - Dish sponge - Hand soap - Shampoo - Conditioner - Body wash - Hand sanitizer	- Coffee maker (<i>filter provided</i>) - Pots, pans, utensils - BBQ grill (<i>propane provided</i>) - BBQ tools - Fire pit	- Stove - Fridge - Microwave - Kettle - Toaster - Tea Towels - Pillows	- Salt, sugar, pepper - Small garbage bags - Life jackets - Fish cleaning hut - Picnic table - Water activities - Games and Crafts
Packing suggestions:	- Food - Cooking oil - Seasonings - Tea/Coffee	- Linens (sheets, towels, pillowcases, duvet/blanket covers) - Personal toiletries	- Outdoor chairs - Whistle for water activity - Facial tissues	- Large garbage bags - Aluminum foil - Paper towels - Loofa
At our little store, we have: - Souvenirs - Firewood - Fire starter	- Snacks - Pop drinks - Canned foods - Toothbrush - Toothpaste	- Farm eggs - Butter - Ice - Tea/Coffee - Ice cream	- Toys - Caps - Hoodies - Flip flops - Swimwear	- Worms - Fishing rods - Basic tackles - Sun lotion - Mosquito repellent

By signing below, the Business and Guest agree to all terms and conditions of this Agreement.

Business - Name: _____ Sign: _____ Date: _____

Guest(s) - Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

- Name: _____ Sign: _____ Date: _____

Only ONE (1) signature is needed from the representative but more are welcome if you would like any other or all occupants to share the responsibility in this abiding agreement. Parents/Guardians are responsible for children's under 18 years old

