

Cottage of Fun : 52 Crosby Trail, Westmeath, ON

Rental Agreement

Between: _____
(Guest(s))

And: Terry Chunlei Zhang (Owner)

From: _____

To: _____
(Rental Date)

Guest's Contact Information:

Street: _____

City: _____

Province/State: _____

Postal/Zip code: _____

Daytime phone: _____

Evening phone: _____

Mobile phone: _____

E-mail address: _____

Party Members: Maximum 12

Please list all members of your party. All persons listed below will be bound by the terms of this agreement.

| | First Name | Last Name | Age |
|----|------------|-----------|-----|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

The maximum number of occupants is 12 persons. Only those guests stated by name in the Party Members list may use the cottage. Others are not allowed to use the cottage at any time unless agreed upon in advance with THE OWNER. (Insurance will not allow and will not cover anyone not on the list.)

1. General

The Cottage of Fun is a privately owned beautiful cottage which is frequently enjoyed by the Owners and their children. We all love to have fun and we are happy to share this water front fun cottage with our guests. Guests are expected to treat the property with as much care and consideration as they would their own cottage.

2. Reservation & Deposit

If you are booking in advance of 15 days, a deposit of 50% of the total balance is required at the time of the booking. The remaining 50% of total balance is due 15 days prior to your first rental day. If you are booking less than 15 days of first rental day, the entire rental fee is due at the time of booking. Security/Damage Deposit of \$500 must be received 3 days before first rental day.

3. Final Payment

The balance is due no later than 15 days prior to your arrival (or immediately if the booking is received less than 15 days prior to arrival). Non-payment by the due date will be treated as a cancellation as outlined in paragraph 5.

All payments must be made in Canadian funds in cash, check or Email Transfer to **cottageoffun@gmail.com**

4. Changing Reservations

Any change or transfer of a confirmed reservation is subject to a \$50 administrative fee and is based upon availability. The owners reserve the right to refuse a transfer or change.

5. Cancellation Policy

When a deposit has been received the booking is considered confirmed and cancellation can only be made according to the terms below:

If the period of your rental is successfully re-booked at the same rate, you will receive a refund of all monies paid less a \$100 cancellation fee. If any part of the rental period cannot be re-booked, no refunds will be made.

6. Security/Cleaning Deposit

A refundable security/cleaning deposit of \$500 shall be paid with your final payment. The security/cleaning deposit will be held until a determination of the condition and content of the cottage can be verified. Amounts will be released to you within 5-30 days of your departure should no claim be made against it. The security deposit may be used in part or in full to pay for any damage caused by negligence on the part of the tenant and/or to cover the cost of cleaning should the cottage be left in an unacceptable state.

Guests are responsible for all willful or negligent damage caused to the property or its contents during their stay and acknowledge that the owners may seek restitution for any such damage.

7. Eligibility

Cottage of Fun is primarily focused on family vacation rental therefore bookings may not be accepted from:

- Groups of single persons under the age of 25
- All-male or all-female parties comprising of more than 4 persons

8. Subletting

Subleasing is prohibited and shall immediately void the rental agreement. You and/or your sub-letter will be asked to vacate the premises with no refund due. Transfer of reservations may be permitted and is subject to a transfer fee (see [Changing Reservations](#)). Any transfer request is subject to approval by, and may be granted at the sole discretion of the owners. We will not unreasonably deny transfers.

9. Occupancy

Occupancy (including small children, infants and visitors) is not to exceed 12 persons. Overcrowding is a violation of these terms and may result in the Guest(s) being asked to vacate the premises without refund. Please list the names and ages of all guests (including day visitors) in the section provided on the first page of this agreement.

10. Cleaning

Guests are responsible for leaving the property in the same state of cleanliness in which it was found and in good order before departure.

Guests are required to:

- Return furniture to its original location
- Wash and put away all dishes, cooking utensils, BBQ tools etc.
- Remove all food
- Bag and place all trash in the onsite recycling/garbage facility
- Appliances, countertops and other surfaces must be wiped clean
- Floors vacuumed.

Failure to complete the above will result in a charge against the security/cleaning deposit.

11. Smoking

Smoking is NOT permitted inside the cottage or near the exterior of the cottage.

12. Pets

Pets (including, but not limited to, dogs and cats) are not allowed at the Cottage of Fun. Although the resort is a pet-friendly complex, the owners prefer to keep their cottage pet-free to ensure the condition of the cottage is not compromised. It also allows us to rent to families with allergy concerns.

13. Check-in/Check-out

Check-in is no earlier than 7:00 pm on the date of arrival and check-out is no later than 4:00 pm on the date of departure. The period cannot be exceeded unless the Owners give written approval. Guests will be liable for any costs of whatsoever nature incurred because of an unauthorized extension.

14. Parties and Quiet Hours

There is a strict no-party policy. Guests are asked to respect quiet times between midnight and 8:00 a.m. Repeated noise complaints may result in guests being asked to vacate the premises with no refund owed.

15. Keys

Keys code for the cottage will be provided after security deposit is received. Code will be voided after you leave the cottage.

Please note: Under no circumstances will the key code be released until full payment (including the security/cleaning deposit) has been received and cleared.

16. Trash

All trash must be bagged (separate recycling and garbage and no food or food waste shall be left unattended outdoors to avoid the problems of feeding the local wildlife.

17. Parking

Campers, motor homes and tents are not permitted to park on the property.

Vehicles MUST ONLY be parked on either side of the house. NO VEHICLES ON THE FRONT LAWN AT ALL TIMES. Violators will be asked to vacate the cottage immediately and their rental fee and deposit will be forfeited.

19. Campfires

Campfires are permitted only in the provided fire-pit. Local fire bans must be respected. Any fines/damages resulting from a campfire are the responsibility of the Guest(s).

20. Mechanical & Appliance Failure

We will use our best efforts to have mechanical (water, septic, electrical and plumbing) and appliance failures corrected as soon as possible but cannot control the scheduling of outside contractors. No refunds or rebates will be made for appliance or other equipment nor mechanical failures or breakdowns. The Owners shall have the right to arrange, inspect and make repairs during the rental period. Guest(s) will be charged for unnecessary maintenance and service calls or repairs caused by abuse beyond normal wear-and-tear.

21. Repairs

Guests should not attempt repairs and should contact the owners as soon as possible to make emergency repairs.

22. Unforeseen Circumstances

If for any reason beyond the Owners' control the property is not available on the date booked, or the property is unsuitable for holiday letting, all rent and charges paid in advance by the Guest(s) will be refunded in full. The Guest(s) shall have no further claim against the Owners.

24. Damages

You assume responsibility for any willful or negligent damages to the cottage and its premises by you or your guests. It is strongly recommended that you have homeowners or tenants insurance and make sure that the coverage includes liability insurance.

25. Liability

Owners assume no responsibility for injury to any cottage guest nor the loss of or damage to the Guest(s)'s possessions on the Owners' property. Guest(s) hereby agree(s) to make restitution for and hold and save harmless Owners and their agents from loss, damages, claim, demand, suits, judgments, liabilities or any cause whatsoever, which the Owners would be otherwise held responsible for arising from any injury or death to persons or property, or any claim on account thereof resulting from Guest(s) use of the premises or Guest(s) failure to comply with this agreement, either in or about the occupied property or elsewhere.

26. Guests Responsibility

Guest(s) is responsible for all terms and conditions set forth in this document for them, their guests or others they may have on the property during their term of occupancy.

27. Validity

If any term or provision in this Rental Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

28. Video Surveillance

Our cottage is under video surveillance for security purposes. The camera is located outside of the house and aimed at the entrance of the property.

29. Events beyond control

Owners are not responsible for events and circumstances beyond their control, including but not limited to natural disasters, civil unrest, government orders, national or regional emergencies, and power outages.

Guest(s) signature: _____

Date (yyyy/mm/dd): _____