

COTTAGE RENTAL AGREEMENT

BETWEEN: **TURTLEHILL COTTAGES** a division of 2560870 ONTARIO INC.
1.613.272.5086
turtlehillcottages@gmail.com
("Turtlehill Cottages")

AND: **[NTD: Name of Guest] :**
Address, City :
State/Province, Country :
Postal/Zip Code :
Phone # :
Email Address:
(the "Guest")

1. TERMS AND CONDITIONS:

1.1. Definitions:

In this Agreement:

"Cottage" and "Cottages" means the cottage(s) identified in Section 1;

"Property" means 2 Water Street, Newboro, Ontario, Canada;

"Rental Deposit" has the definition provided in Section 2.2.2.;

"We", "us" and "our" means Turtlehill Cottages;

"You" and "Your" means the Guest and/or Guests named above;

1.2. Contract:

Upon payment of the Rental Deposit by you and confirmation of the reservation by us, the contract is formed, and you become liable for the balance of the Rental Charge associated with your reservation in accordance with the Cancellation Policy.

1.3. Payment and Deposits:

1.3.1. *Payment Method.* Payments can be made by credit card or electronic transfer. We do not accept cash. We encourage you to call in the event you wish to pay with a credit card. If you choose to send full credit card information by email, it will be at your own risk, as we cannot guarantee the security of our line.

1.3.2. *Rental Deposit.* A payment equal to **50%** of the Rental Charge (the "Rental Deposit") is required upon booking with the balance being charged on check-in. Where the reservation occurs less than 30 days prior to the check-in date the Rental Deposit shall be the full Rental Charge.

1.3.3. *Security Deposit.* The Security Deposit, in the amount **\$500.00** for the Lakehouse and **\$250.00** for each of the other cottages, is due on check-in. The Security Deposit will be reimbursed following your departure and our inspection of the Cottage(s). Inspections typically occur within 48 hours

of check-out. You agree to be responsible for, and reimburse us, in full, within 30 days, for any of the required repairs or replacements resulting from:

- a. Damage to the Cottage(s), their contents, or any other of our property which is beyond reasonable wear and tear;
- b. Missing and/or damaged linens and towels; and/or
- c. The cost for lock replacement if all keys are not left at the office upon check-out or as otherwise arranged.

1.4. Check-In and Check-Out:

- 1.4.1. Check in is at the Property is at 4:00 PM on the arrival date. Guests may be asked to provide proof of identify upon check-in. Acceptable forms of identification are a passport or a driver's license.
- 1.4.2. Check-Out is at 10 AM on the departure date.
- 1.4.3. If you have not vacated the Cottage by the Check-Out time on the departure date, we shall be entitled to charge you at an hourly rate of \$75.00 for the additional time until the Cottage has been vacated by you and your guests. This does not provide you with a right to remain in the Cottage(s), however.

1.5. Maximum Occupancy (including children) / Additional Visitors:

The maximum number of occupants for the reservation of the Cottage is set upon our confirming this reservation. Such occupancy level shall not exceed the total number set out in this Agreement. An additional fee of \$25.00 per person per night for supplementary guests will be charged where applicable.

1.6. Liability:

You acknowledge and agree that we are not liable for any losses (including losses stemming from lost, forgotten and/or stolen items), damage, death, illness, or injury suffered by you and/or your guests as a result of this agreement and your stay at the Property, including the Cottage(s). Further, you agree that we are not responsible for any situations beyond our control that may negatively affect your stay, such as, but not limited to, weather conditions or electrical / utility outages. You acknowledge that the use of the Property, the Cottage(s) and any watercraft is entirely at your own risk. By entering into this Agreement, you are expressly assuming the risk of any harm arising from your use of the Property, its amenities including but not limited to any watercraft, or the use thereof by others whom you invite to Property and you agree to save hold us harmless as well as indemnify us from any and all claims arising therefrom.

1.7. Your Responsibility:

You shall inform us immediately of any problems or deficiencies with the Property and/or Cottage(s). Should you have any cause for complaint in relation to the Property and/or Cottage(s), you will immediately advise us. You will be liable for any and all damages, reasonable wear and tear excepted, done to the Property and/or Cottage(s) including but not limited to water being left running, improper use of appliances, the septic system and/or provided equipment.

1.8. Cancellation Policy:

1.8.1. *You are entitled to cancel and/or change your reservations as set out below.*

- a. For cancellations or changes to reservations requested by you at least 30 clear days prior to your check-in date, we shall refund the Deposit less an amount equal to one night's stay.

- b. For cancellations within 30 clear days of your check-in date and/or non-arrival on the day (no-show), your credit card shall be charged for the full amount of your reservation. No refunds or offsets shall be provided. The charge shall be treated as liquidated damages and not a payment, and as such, you shall forfeit the right to occupy the room for the reservation.
- c. For changes to reservations requested within 30 clear days of your check-in date, we reserve the right to refuse any such requests and charge your credit card for the full amount of the reservation. The charge shall be treated as liquidated damages and not a payment, and as such, you shall forfeit the right to occupy the room for the reservation.

1.8.2. *We are entitled to cancel and/or amend your reservations as set out below.*

- a. At any time before or during your reservation in the event (1) you and/or your guests are deemed, in our complete discretion, to be likely to commit any act incompliant with laws or regulations or against the public order or morality or are found to have committed such an act; (2) you and/or your guests have committed any act significantly inconvenient to other guests and/or (3) you and/or your guests breach this Agreement. In such a case, you shall be charged for the full reservation which charge shall be treated as liquidated damages and not a payment, and as such, you shall forfeit the right to occupy the room for the reservation.
- b. At any time before or during your reservation in the event if we are unable to provide accommodation due to force majeure such as natural calamities. You shall be reimbursed for any unused portion of your reservation. A power outage shall not count towards any reimbursements.
- c. Upon 15 clear days' notice prior to the check-in day for the reservation. You shall be reimbursed for any unused portion of your reservation.

1.8.3. *Manner of cancellation and calculation of timing.*

- a. Cancellations and changes to reservations must be done in writing (email or fax). We do not accept cancellations by telephone or in person.
- b. For the purposes of the calculating any delays, the day a notice is received is not counted. As such, you would need to provide any notice 31 days prior to notice event.

1.9. Rules and Notices:

- 1.9.1. The below rules and conditions apply to your use and access to the Property, the Cottages and their contents.
 - a. *Noise.* To ensure all guests enjoyment of their time at Turtlehill Cottages, guests must respect an 11p.m. quiet time.
 - b. *BBQs.* To turn on BBQ, turn on gas valve from tank, wait 60 seconds and turn on BBQ knob. To turn off, do same. USE ONLY dry marinades as liquid marinades, crystallize into the grill and could cause blockage problems.
 - c. *Garbage Removal. ***This is your responsibility.**** We provide garbage, recycling and compost receptacles and bags, which must be used appropriately at our designated site on the Property. Please make sure you empty the fridge, cupboards, etc. and take everything you brought with you when you depart. Garbage and recycling left in the cottages will result in a \$100.00 charge.

- d. *Non-Smoking Property.* Turtlehill Cottages are strictly non-smoking.
- e. *Pets.* Pets are not allowed on the Property.
- f. *Sea-Doos and Jet-Skis.* Jet-skis and/or Sea-Doos are not allowed at the Property.
- g. *Keys.* On check out, you will return all keys at our office. Failure to do so will result in a charge of \$50.00 for lock replacement.
- h. *Lost and Found.* Any belongings left behind will be kept in our Lost and Found for a maximum of 30 days. If contacted, we will be pleased to send the items along, with the shipping being charged to you. We do not take any responsibility with regards to any forgotten, lost or stolen items, however.
- i. *Housekeeping.* Each cottage is thoroughly cleaned before your arrival. Wishing to give all our guests the same quality of stay, we do expect on your departure, that the premises be left reasonably clean and tidy, e.g. dishes etc. washed and put away, counters wiped, so as to allow us time to ready for our next guest(s).
- j. *Towels and Laundry Service.* Sorry, we do not and cannot provide laundry service. There are several Laundromats in Westport (8 minutes away). We supply 1-2 sets of clean towels weekly and 1 set of clean sheets weekly. No other bedding is allowed on the property. We do not supply beach towels and our towels are not to be used outside.
- k. *Water and Septic.* The cottages are on septic systems. The septic systems are very effective; however, blockages will occur if improper materials are flushed. **DO NOT FLUSH anything other than toilet paper. ONLY TOILET PAPER SUPPLIED BY OWNER IS PERMITTED.** No feminine hygiene products or paper towels should be flushed at any time. If it is found that ANY prohibited products have been flushed by you and/or your causing damages or blockages to the septic system, you will be charged for all costs of remediation.
- l. *Smoke and Carbon Monoxide Alarms.* Detectors have been installed in each cottage. You are to notify us immediately should a detector be missing or inoperative. No detector shall be modified, removed or tampered with.
- m. *Vehicle Parking.* There is limited space for parking. Subject to the Lakehouse which has two, each cottage has one designated parking spot. Parking on the driveway is not permitted. We have room for three boat trailers. Access to boat trailer parking spots are reserved to those guests who request one upon making their reservation. Please advise us if you need extra parking prior to booking, and we will do our best to accommodate your request.

1.10. General:

- 1.10.1. All prices quoted are in CAD and all amounts are subject to the applicable sales tax in the province of Ontario.
- 1.10.2. This Agreement/All matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the City of Ottawa.
- 1.10.3. Any provision of this agreement that is held to be unenforceable shall be eliminated from the Agreement and shall not affect the validity of the remaining provisions.

- 1.10.4. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.
- 1.10.5. No supplement, termination, modification, waiver or amendment of this Agreement will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby.
- 1.10.6. Except as expressly otherwise provided in this Agreement, this Agreement may not be assigned by the Guest without the written consent of the Turtlehill Cottages.
- 1.10.7. Counterparts and Electronic Transmission. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures are a valid form of execution for this Agreement.

The parties hereto agree to all of the provisions set forth herein as evidenced by their signatures hereunder.

Dated this XXXXX

GUEST

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2560870 ONTARIO INC. O/A Turtlehill Cottages

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