



THE GETAWAY
on greens lake

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Cottage Rental Agreement - Vacationer Terms and Conditions

Definition. The Renters or people signing this document will be referred to as guest or guests throughout this document

1) Refund Policy: Payment is 50% refundable if cancelled more than 60 days before date of rental. After that time payment is non refundable.

2) The Owner / Representative undertakes:

- a) The cottage fundamental elements will be in good working order and agrees to make necessary repairs or arrangements for repairs as required. Fundamental elements refer to water systems, plumbing and electrical systems, major appliances, such as refrigerator and stove.

Fundamental elements DO NOT refer to recreational items such as televisions, DVD, internet access, computers or satellite dishes. These elements are provided at the discretion of the property owner as an added feature for the Vacationers 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, the owner / representative will not take responsibility for replacing the elements or refunding any part of the rent to Vacationer for the lack of use of these elements. The Property Owner accepts no responsibility for weather conditions, power outages, changes in water levels, conditions at neighbouring cottages or any other factors out of their control.

- b) The owner or representative shall be allowed access to the property at any reasonable time during the rental.
- c) The owner or representative shall be entitled to collect from the guest a returnable deposit as security for the observance by the guest(s) of their undertaking and of the conditions of the Rental, and to determine the amount of any full or partial payment to the owner made from this deposit.
- d) The owner or representative assumes no responsibility for injury to any cottage guest during the term of the cottage rental.

3) The Cottage Guest (Renter) undertakes:

- That the number of people occupying the property shall not exceed the number stated in the rental application form that was submitted and accepted. There will be no subletting of the cottage property permitted. There shall be no camping, tenting, or otherwise placing auxiliary accommodation facilities on the property without prior written authorization.
- That they (the guest) have homeowners or tenants insurance and make sure that his or her coverage includes liability insurance. This is specifically to demonstrate that any damage made at the property will be covered by the guest's home/contents insurance.
- To keep the property and all furniture, fixtures, fittings and effects in or about the property in the same state of repair and condition as at the commencement of the Rental (original condition is restored).
- To report to owner/representative immediately details of any damage done to the property or any of the furniture, fixtures, fittings and effects. The cottage guest should not attempt repairs and should contact the cottage owner as soon as possible to make emergency repairs.

- To replace any part of the property or the furniture, fixtures, fittings and effects damaged or destroyed with similar articles of at least equal value or if the owner requires, pay to the owner the value of such part of the property destroyed or damaged.
- To vacate the property at the end of the rental and to leave it in a clean and tidy condition (similar to when first occupied).
- Pets are only permitted if permission is given by the owner in writing prior to the rental.
- That diving from dock is PROHIBITED. Lake swimmers will use utmost care and safety, and swim at their own risk. Swim dock (in lake) is currently not in use and is not to be used.
- Fireworks or otherwise similar flammable materials are PROHIBITED on cottage property.
- All agreed upon cottage water toys and all other cottage accessories (ie. BBQ, etc) shall be used at guests own risk.
- Smoking IS NOT permitted inside the cottage.
- The cottage guests are responsible for bringing all required linens including sheets, pillow cases and towels.
- Cottage guest should respect wildlife and property. Please do not feed animals. DO NOT leave garbage **(including beer cans)** outside to prevent the invasion of bears and raccoons.
- Parking is available in the driveway and across the fence line of property on road side of property (Fire Route 296) but should not extend beyond.
- Unless otherwise specified within this agreement, there are no other agreed upon provisions.
- Glass bottles are PROHIBITED on beach or in water area. Please use cans.
- **Please dispose of cigarette butts safely and responsibly.**

4) As between the cottage guest and the owner, the Guest shall be solely responsible for all damages caused, regardless of who in the Guests' party caused the damages or incurred the charges and regardless of how or why such damages or charges were incurred.

5) The guest shall advise the owner immediately of any problems or deficiencies with the property.

6) The damage deposit shall be returned after the guests have departed from the property and the owner (or his representative) has had an opportunity to inspect it for any damage. The money will be returned in the form it was paid (EMT or credit card refund) within 7 days of guests departure.

7) The Guest is liable for the balance of the rent for the full period plus the relevant portion of the security deposit for any damages to the rental property.

8) The guest agrees to abide by any reasonable household rules posted by the owner at the property. The cottage guest shall assume responsibility for any willful or negligent damages to the cottage and its premises. If the guest's standard of behaviour is such that it leads to repeated complaints by others, the

guest agrees to forfeit their rental and the balance of the rent and to vacate the property forthwith. All such conditions also apply to guests visiting the property, whether day visitors or overnight.

9) The Getaway on Greens Lake or Elias Campbell shall not be held responsible for any personal injury or loss, however caused, which shall be sustained by the guest or any other persons who may be on or about the demised premises, or by the guest or any other person who uses any recreational equipment that may be on or about the property. All risks of any such injury or loss shall be the sole responsibility of the guest.

Garbage, Recycling and Empties

In an effort to be more green and promote recycling, our local municipality has cracked down on garbage and now strictly enforces a clear bag policy. Any bag containing more than 20% of recyclable material will not be accepted at the local dump.

Because there is no local garbage pickup, **all garbage and recycling must be removed from the cottage at the end of your stay**. The easiest and cheapest option for your garbage and recycling is to drop it off at the local dump. The local dump is a 5 - 10 minute drive south of the cottage on Highway 507 on the way back to Toronto. Look for a Landfill sign on east side of the road just south of Catchacoma. There is a temporary card in your welcome package needed to access the dump. **Without the card they will not allow you to enter.**

1 bag of garbage and all your empty recycling and alcohol containers are accepted at the dump free of charge. Proceeds from your alcoholic empties goes toward a local youth charity.

Additional residential household bags of garbage are \$1/bag. Large or commercial size \$2/bag

Bins and bags necessary for sorting and recycling are provided at the cottage to make the process easy.

If any garbage or recycling is left behind at the cottage after you depart, we will be forced to keep your entire security deposit. Nobody wants that.

Please recycle and sort as you go. It's good for the environment, saves you money and makes it easier on everyone.

For full details, rules and the hours of operation for the local dump, please visit the Trent lakes site below:

<http://www.trentlakes.ca/departments/waste-recycling/waste-disposal-fees/>

Vehicle Make/Model	Licence Plate

Contact Email Address:

Telephone:

Home Address:

City:

Province/State:

Postal Code/ZIP:

Number of years at present Address:

Rent [] Own []

Employers Name and Address:

Job Title:

Length of Employment:

Driver's Licence #:

I hereby state that the above information is correct and that I have read and agree to the Terms and Conditions.

Signature _____ Date _____

IMPORTANT INFORMATION TO COTTAGE GUESTS (KEEP THIS NOTICE HANDY)

1. It is the guest's responsibility to leave the property clean and tidy upon departure. If the property is not left clean and tidy a proportional amount may be taken from your damage deposit.
2. Please remove all food items from the refrigerator and leave it clean.
3. Take all your garbage and recycling with you and dispose of it properly. Drop it off at the local dump or take it home with you. Garbage Kit has a map and instructions with times and proper disposal locally. If waste and recycling is not removed, **you will lose your security deposit.**
4. When we have received your rent payment, we will provide entry details to the cottage. When you are ready to depart, please lock all the doors and exit through the front door ensuring its pulled tight and locked behind you.
5. Please abide by the rules of the cottage owner, which will be provided for you in your rental. For example, don't bring pets unless you have received permission from the owner ahead of time.
6. Any smoking should be done outside the cottage, on the deck but not in the screened in porch area. PLEASE DO NOT flick cigarette butts into the grass. The grass can get very dry in the summer and it becomes a serious fire hazard. Any pet waste should be cleaned up immediately.
7. Your deposit will be returned after the owner/representative has inspected the property and certified all is in order.

CHECKOUT CHECKLIST

1. **Windows are closed and blinds are drawn.**
2. **Refrigerator clean.**
3. **All lights and electronics are shut off or as you found them.**
4. **All personal bed sheets & pillow cases are removed.**
5. **Property (inside and outside) is left clean and tidy. Please clean up after your dog if you brought a furry friend.**
6. **All garbage/recycling has been taken to the local dump or taken with you.**
7. **You have all your personal belongings. Don't worry - should you forget something and we find it we will gladly make arrangements to return it to you.**
8. **All doors are locked (downstairs, sliding doors, front door).**

Thanks again for your interests if you have questions or concerns at anytime please feel free to contact us. We hope you enjoy the cottage!