

GoldenLakeCottages.com Rental Agreement

Arrival Date: _____ @ 4:00pm

Departure Date: _____ @ 10:00am

Renter: _____

Address: _____

Gov't Issued ID #: _____

THE COTTAGE

The cottage means the house and three log cabins at GoldenLakeCottages.com, 13337 Highway 60, Golden Lake, Ontario with the ground attached and all furniture and equipment provided by the owner.

THE OWNER

The owner means the owners of the property – Majid Babelmorad and Leyla Tahmasebi.

THE RENTER

The renter means the person named in the original booking along with the person named on this Rental Agreement, jointly and severally.

RENTAL PERIOD

The Rental period is the inclusive period between 4:00pm on the Arrival Date and 10:00am on the Departure Date unless otherwise agreed to in writing and authorized on this agreement (whether or not the renter remains in the cottage during that period). The owner or any person hired by the owner may enter the exterior of the property for the purpose of general maintenance at any time during the rental period.

LATE CHECKOUT

This property is frequently rented and only a short period of time is available to prepare the property for the following guests. Late checkouts cannot be permitted for any reason unless arranged with the owner in writing, in advance, and further noted in this agreement. Any disruption caused by late checkout will be charged to the renter at the rate of \$195 per half hour.

RENTER'S SIGNATURE: _____

GoldenLakeCottages.com Rental Agreement (page 2 of 8)

RENTAL AMOUNT

The rental amount is the sum specified as the Total Rental Fee in the Booking form or such other sum as may be subsequently mutually agreed.

RESERVATION PAYMENT SCHEDULE

Payment in full is required 45 days prior to your arrival date and shall not be refundable unless cancellation of the rental is due to fault on the owners' part.

GENERAL CONDITION

It is a condition of booking that these terms and conditions and the further conditions set out in the Booking form are all accepted by the renter and all persons who occupy or are invited into the cottage during the rental period.

SECURITY DEPOSIT

A credit card security deposit to be negotiated is required in full at least 45 days prior to arrival. The funds will be refunded within 7-10 business days after the renter's departure unless there is a claim by the owner.

OWNER'S FAILURE

Should the owner fail to make the cottage available to the renter as contracted a full repayment will be made to the renter, of the amount of rent the Renter has already paid. In such cases the renter may not exercise any right to obtain pecuniary damages and the repayment will be in full settlement of all sums due.

EARLY DEPARTURE

Any early departure on behalf of the Renter during their stay for any reason whatsoever will not give rise to any repayment from the owner.

SERVICE FAILURE

A power cut is not an unusual occurrence in the country. The owner has no control over such events and is not responsible for any inconvenience or loss of enjoyment of the property by the renter. Furthermore the owner will not be obligated to reduce the rental fee or compensate the renter in any way.

RENTER'S SIGNATURE: _____

GoldenLakeCottages.com Rental Agreement (page 3 of 8)

REPAIRS & MAINTENANCE

Repair and replacement will take place as soon as it is reasonably possible. The owner will not be responsible nor liable to the renter for any temporary defect or stoppages in supply of public services to the property or for any other loss, damage or injury from adverse weather conditions or for any losses due to, riot, war, strikes or other acts of god or other circumstances beyond the control of the owner.

DAMAGE OR LOSS

The Tenant agrees to be responsible for any and all damages or loss to the owners property howsoever caused, be same innocent, negligent or wilful and whether caused by the Tenant(s), any one of them or any person on the Rented Premises. The Tenant(s) further agrees to notify the Landlord immediately upon the Tenant(s) becoming aware of any damage. The cost of repairing any damage or replacing any missing or damaged items and the amount of any outstanding bills will initially be deducted from the renter's security deposit. The renter shall be responsible for any deficiency between the security deposit and the actual amount required to repair the damage. The owner or owner's agent is responsible for checking the cottage between rentals.

TELEPHONE

There is no telephone installed at the cottage but there is cell phone reception in the area.

WiFi & SATELLITE

WiFi and Satellite TV is provided on the property free of charge. Bell is the provider of both services.

ELECTRICITY CHARGES

The electricity required to reasonably heat, cool and light the cottage and for reasonable cooking during the rental period is included in the rental amount. Any gross or careless overuse of electricity by the renter will be charged to and paid by the renter.

RENTER'S SIGNATURE: _____

GoldenLakeCottages.com Rental Agreement (page 4 of 8)

USE AND CARE

The Renter undertakes to use the furniture and objects forming part of the cottage for their intended purpose only and to keep them in the part of the cottage where they are situated and not to relocate them or remove them from the cottage. The furniture and other objects in the cottage must only undergo the wear and tear due to the normal use for which they are intended. Any furniture or objects, at the expiry of the rental agreement, that are missing or damages other than normal wear and tear, shall be paid for or replaced by the renter with the owner's agreement. Such provision also applies to damage beyond wear and tear to wallpaper, curtains and to the property generally including: the value of missing, broken or cracked objects the price of washing or cleaning carpets, blankets, mattresses, bed linen etc. which are stained or dirty beyond normal wear and tear.

CLEANING / GARBAGE

The Renters are expected to leave the cottage in the same condition that it was in, upon their arrival, and are responsible for the cleaning of the cottage before they leave and removing their own garbage and recycling. There will be a charge of \$25/bag for garbage and recycling left at the cottage. A basic cleaning fee has already been paid by the renter, however an additional cleaning fee of \$200 will be charged if the property is not left in the condition it was found. Cleaning supplies are provided.

NO SUB-LETTING

The renter may not, under any circumstances, sub-let or transfer their rights from the present agreement without the owner's express agreement: The renter shall use the rented premises for vacation residential purposes only.

URGENT WORK

The Renter shall allow any urgent or important work to be performed to the cottage which may be required to maintain the cottage in good condition, without being entitled to claim any compensation.

RENTER'S OBLIGATIONS

In the case of the premises being rented without having first being seen the renter does not hold the right for any damages or reduction of the rental amount if the cottage does not correspond to their impression of it. (Note – most renters say the cottage is even better than the pictures on the website suggest)

RENTER'S SIGNATURE: _____

GoldenLakeCottages.com Rental Agreement (page 5 of 8)

LIABILITY WAIVER

The Tenant(s) agrees that the Landlord shall not be liable for any loss, injury or damage to persons or property, loss of enjoyment, whether direct or consequential, resulting from such being on or about the Rented Premises whether caused by fire, smoke, theft, burglary, conditions due to the weather such as ice on the grounds, or for any cause whatsoever. The Tenant(s) further agrees that their use of the Rental Premises is at their sole risk. IT IS THEREFORE IMPERATIVE THAT EACH TENANT CARRY ADEQUATE PERSONAL LIABILITY AND PROPERTY INSURANCE.

USE OF GROUNDS

The Renter, his/her family and guests shall use the lawns, gardens, walks, firepit, beach, and deck within the area owned by the Landlord in a quiet and proper manner and with due regard to the comfort and convenience of neighbours, and shall desist from any course of conduct considered objectionable by the Owner or any agent of the Owner upon being requested to do so, and shall not damage in any way the grass, sand, shrubs, flowers, trees, and landscaping on the said grounds. There are underground electrical, plumbing, and septic line – please do NOT dig or puncture the ground in any way.

SMOKING

NO SMOKING is allowed inside the home, in the cabins, or anywhere on the sand beach area. You are able to smoke outside and at least 15 feet away from any building. Do not throw cigarette butts on the ground, sand or in the water. The Landlord shall ensure that there is a functional smoke detectors installed in the Rented Premises at the time the Tenant takes possession of the unit. A Tenant who disables a smoke detector is subject to a fine under the Ontario Fire Code Article 6.3.3.4.

BLOCKAGES

The Renter shall shall not place in the washbasins, baths, toilets, sinks, wash tubs etc any objects likely to block the pipes or septic, otherwise they will bear the costs for putting such apparatus back into service. This includes, but is not limited to hair, sanitary napkins, paper towels, and an excessive amount of toilet paper.

RENTER'S SIGNATURE: _____

GoldenLakeCottages.com Rental Agreement (page 6 of 8)

KEYS

If the Renter loses the cottage keys or leaves the property at the end of their stay without returning the keys to the property to the owner the Renter will be liable to pay the costs of changing the locks with emergency service.

MAXIMUM OCCUPANCY

Due to safety and health concerns the maximum capacity of the Home is 12 persons, Cabin #1 is 3 persons, Cabin #2 is 3 persons, and Cabin #3 is 2 persons. The property shall not on any account be occupied by a higher number of persons. No guests on the property at any given time can exceed the maximum occupancy.

PETS

Non shedding dogs less than 20lbs are allowed to stay in the house. Shedding dogs and dogs over 20lbs will be required to stay outside or in a cabin. The Renter is liable for all damage caused by a pet to the cottage. No other pet types are permitted at the cottage. Failure to abide by this rule will result in termination of the contract. The rental payment will remain the owner's final property and the renter will be asked to vacate the premises.

NEIGHBOURS

It is important to respect our neighbours privacy and quiet enjoyment of their properties. Sound travels easily across the water. Please avoid any loud screaming, yelling crying and loud music.

PRIVACY POLICY

All information collected by the owner is for essential contractual payment and screening purposes. And will only be collected, used and disclosed as required for those purposes. You may be notified in the future only in relation to the cottage.

SURVEILLANCE

The exterior of this property is under video surveillance.

RENTER'S SIGNATURE: _____

GoldenLakeCottages.com Rental Agreement (page 7 of 8)

SAFETY

The Renter agrees to take reasonable precautions in our use of the Property and the Cottage. The Renter agrees that they are responsible for their own safety and that of their family, friends, guests and invitees. The Renter acknowledges and agrees that the use of the lake is not supervised by any lifeguards or other such person and therefore any use of the lake or area by the Renter, guests or invitees is at their own risk. The Renter acknowledge that they are responsible for ensuring all watersport regulations are observed, for having required safety equipment when required, and for complying with operator competency and licensing requirements. The Renters shall not permit anyone to swim, nor to operate any watercraft while they are impaired by alcohol or drugs.

CONSEQUENTIAL DAMAGES

The “Owners” will not be liable for any consequential damages, loss or expense arising out of or in connection with the use of the rental property or the inability to use the rental property for any purpose whatsoever. The Owners maximum liability for all damages, losses and causes of action, whether in contract, tort or otherwise, shall not in any case exceed in aggregate the contract price for the rental.

ENTIRE AGREEMENT

The Booking form, these terms and conditions and the owner’s acceptance of the booking constitute the entire agreement between the owner and the Renter. Any amendments to the contract must be made in writing and signed by both parties. Please adhere to any special conditions for the cottage: Please do not ask us to make exceptions. The renter warrants that they have read the attached Booking Form, which is hereby ratified and confirmed.

INDEMNIFICATION

The Renters undertake to indemnify and hold the “Owners” and the rental property owner harmless against any and all loss, injury, claims, causes of action, demands and/or costs and expenses that may be incurred by the Renters or anyone on or using the cottage or its’ property in relation to the cottage rental.

RENTER'S SIGNATURE: _____

GoldenLakeCottages.com Rental Agreement (page 8 of 8)

SEVERABILITY

If any part of this Rental Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

ALARMS

The renter agrees that (s)he has checked the three fire/smoke alarms and the two carbon monoxide detectors in the house, and one fire alarm in each cabin to ensure all are operable at the time of possession. The renter further agrees to ensure that each alarm remains operable throughout their stay to ensure the safety and security of the guests.

INTERPRETATION

The parties agree that this contract shall be governed by the laws of the Province of Ontario and agree to attorn solely to the jurisdiction of the courts of Ontario with respect to any and all disputes arising out of the interpretation and application of this contract and the relationship between the Company and the Renters.

RENTER'S SIGNATURE: _____

TODAY'S DATE: _____