



**SHORT TERM RENTAL AGREEMENT – cont'd**

**Property:** **"RIL VIEW" - 1483 South Ril Lake Rd, Ril Lake, Ontario**

**Party Members: Maximum 6-8**

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

<b>First Name</b>	<b>Last Name</b>	<b>Age</b>	<b>Occupation</b>

**Total Rent Payable:** \$ \_\_\_\_\_ **(due no less than 45 days prior to 1<sup>st</sup> day of scheduled occupancy)**

Make all cheques payable to ...#2044605 Ontario Inc.

**Security / Damage Deposit:** \$ \_\_\_\_\_ **(Refundable \$600 cheque payable immediately with this agreement.** Reconciliation of any incremental costs affecting the "Security Deposit" usually takes 4-6 weeks)

**A 10 % PRE-BOOKING discount** is available for advance bookings, if "Refundable Security Deposit" is received 90 days prior to occupancy.

**Terms and Conditions**

- 1. Check-in & Out as per "Preferred" on page 1, upon owner's written approval.**
- 2. Cleaning fee of \$200 minimum will be deducted from the security deposit if the cottage is not left clean and tidy as per the owner's expectation.**
- 3. The cottage is a SMOKE FREE residence. Any damage due to cigarette burns, including the exterior deck, buildings or property will be deducted from your deposit. This includes fumigation of the entire cottage due to smoke damage from improper use of wood stove, lingering tobacco or pet odors, or illegal substances.**
- 4. In the event that any unreasonable rowdiness or noise occurs such that leads to repeated complaints by others, the renter(s) shall vacate the premises immediately upon the owner's request, and forfeit the balance of the prepaid rental.**
- 5. Pets are permitted by prior arrangement only. Note: Local By-Laws state that pets must be on a leash.**
- 6. "Security / Damage Deposit" will be returned in full, after reconciling any direct and indirect related expenses (Phone, Propane, Clean-up, Garbage Disposal, etc.) and subject to no loss or damage having occurred during the contracted rental period. Renter(s) agree to be responsible for, and reimburse the Owner(s), in full, within 90 days, for any and all repairs to damage, even that which exceeds the Security/Damage Deposit.**
- 7. Rental includes the use of canoe, row boat and paddleboat. (Note: P.F.D.'s and Boater's Safety Kit required by law)**
- 8. The property owner and / or personnel representing the owner shall be allowed access to the cottage at any reasonable time during the renter(s) occupancy.**
- 9. The maximum number of occupants using the cottage premises shall not exceed the total number stated in the information and Application form, including pets, or monetary penalties shall be removed from your deposit.**
- 10. The Renter(s) agree that the cottage is solely for their recreational purposes only and no commercial, sub-letting, or other activity shall be carried on.**
- 11. The Renter(s) consent to the owners of the cottage being rented, the right to verify all information and references provided in this application.**

## SHORT TERM RENTAL AGREEMENT – cont'd

Property: "RIL VIEW" - 1483 South Ril Lake Rd, Ril Lake, Ontario

12. The tap water is directly from the lake. Therefore, it is recommended that if the renter(s) have concerns about the drinking water at the cottage, then we recommend you **supply your own drinking water**. Renter(s) acknowledge that the cottage is supplied with lake water.
13. The environmental envelope around the cottage is rich, diverse and includes animals and insects that are sometimes undesirable to some people. These creatures are part of nature. The owners have taken every precaution to prevent unseemly visitors from the cottage. Therefore the owners do not accept such irritations as grounds for cancellation of a rental and/or a refund of monies.
14. The owners have endeavoured to ensure all information respecting the cottage is current and accurate and the cottage is suitable for recreational use. The owners do not warrant or guarantee the quality of the cottage as this is basically a subjective opinion, and the prospective renter has the right to inspect the cottage prior to this application being submitted for consideration.
15. Rental excludes the use of the owner's personal watercraft and motorized boats, the outbuildings on the property and owner's property stored in the outbuildings and under the cottage.
16. **Renter(s) to supply bed linens ( 2 Queen Size & Single Bunk beds) and towels.** Unless arranged and paid for under separate rider to this contract.
17. Renter(s) acknowledge that the Owners accept no liability for loss, damage, death, illness, or injury suffered by the renter(s) and/or his/her guests, or pets as a result of using this rental. The Renter(s) acknowledges that the use of the property is entirely at the Renter(s) own risk. The Renter(s) shall indemnify and hold harmless the Owner's against and from any and all expenses, costs, damages, suits, actions or liabilities arising from any and all loss of or damage to personal property, injury, personal condition or death resulting from the use of the rental property, grounds, boats and lake use. The owner carries insurance on dwelling and contents, not the property, valuables, or clothing of the Renter(s). It is therefore the Renter(s) responsibility to insure against any unforeseen damage or loss of the Renter(s) own possessions
18. The Renter(s) shall give the Owner prompt written notice of any accident, unsafe or dangerous condition, other defect to the cottage, surrounding property, buildings, equipment, or other chattel belonging to the Owner. The Renter(s) shall be liable for any damage done by reason of water being left running from taps in the rental unit or improper use of appliances, septic system and equipment provided.
19. Owner reserves the right to cancel this booking / "Agreement" at his own discretion.
20. Renter(s) will be responsible for depositing all garbage (Including bottles) in a regulated provincial dump. Any Garbage ( including bottles) left for the owner to dispose of, will trigger a \$100 Garbage Disposal fee, which will be deducted from the "Security Deposit. Garbage and other foods can and will attract animals such as bear, raccoons, mice, etc. Garbage and food must be sealed to reduce odors, and stowed in "locked down" areas until properly disposed of in a regulated provincial dump. The Renter(s) shall be responsible for any repairs required due to damage relating to the furrowing of animals for food due to improperly stored material.
21. Severability: If any provisions of this agreement are invalid, such provisions shall be considered separable and the remaining provisions shall remain in full force and effect.
22. At the end of the rental period all Keys shall be returned immediately to the Owner at 1011 Muskoka Bob Rd, Ril Lake, Ont. If such an arrangement can not be made, then the keys must be left in the emergency key "lockbox" by the side door.
23. **Firewood:** ½ Cord of wood is supplied, and included in the rental fee. Use of firewood in excess of ½ Cord will be replaced by the owner, and charged against the "Security Deposit" on a pro-rated basis at \$130 per Cord.
24. The owners are not responsible for situations beyond their control, that may, or may not negatively affect the renter(s) stay, such as weather conditions or utility outages due to storms.

**SHORT TERM RENTAL AGREEMENT – cont'd**

**Property: "RIL VIEW" - 1483 South Ril Lake Rd, Ril Lake, Ontario**

**Payment Conditions and Terms**

1. If the customer books the cottage for 6 weeks or less from the beginning of the rental date, then the cottage rate must be paid in full by certified cheques, money order, or direct bank deposit. **no less than 45 days prior to 1<sup>st</sup> day of scheduled occupancy**
2. Weekend rentals must be paid in full upon booking plus the "Damage/Security Deposit"
3. All payments are to be made in Canadian Funds.
4. Make ***all cheques payable to "# 2044605 Ontario Inc."***

**Cancellation Policy**

1. If the cottage is struck by disaster, or if it is sold prior to occupancy, then all contracts will be null and void and payments refunded.
2. If the Renter(s) wish to cancel the agreement, he/they must notify the "Owners" in writing and the following policy shall apply to all cancellations.
  - (a) If the cancellation is within 6 weeks or more from the beginning of the cottage occupancy date. Then all monies will be refunded less an administration fee of \$70.00.
  - (b) If the cancellation is received less than 6 weeks prior to occupancy then the owners will endeavor to find a replacement booking for the same time period.
  - (c) If the Owner is successful in a "Complete Re-Booking", then all monies will be refunded less a \$70 administration fee.
  - (d) If the Owner is successful in a "Partial Re-Booking", then a partial refund (on a per day basis) is refunded less the \$70 administration fee.
  - (e) If the Owner is unsuccessful in "Re-Booking" the time period, then all monies paid by the Renter(s) are forfeited

I / we the "Renter(s)" acknowledge and confirm that I / we have read and agree to all conditions outlined in this application. Upon receiving confirmation from the "Owners" that this application has been accepted there shall be a binding contract in force between,

Renter's Name(s) \_\_\_\_\_

"Renter(s)" and the cottage "Owners" #2044605 Ontario Inc.

I / we agree that we will be responsible for all damages caused by any member of my party or myself even those amounts that may exceed the "Security/Damage Deposit" provided. I agree that I will keep the occupied cottage and all furniture, fixtures, chattels, fittings and effects in/or about the cottage in the same state of repair and condition and as at the commencement of the occupation of the cottage. **I agree to leave the cottage in the same state of cleanliness and general order in which it was found.**

**SHORT TERM RENTAL AGREEMENT – cont'd**

**Property: "RIL VIEW" - 1483 South Ril Lake Rd, Ril Lake, Ontario**

I / we agree to abide by all rental terms and conditions as stated.

I / We hereby acknowledge that I / We have read and understand all conditions of the above contract. I / We agree to the Term and Conditions outlined above and will be legally bound by said agreement. Further more I / We warrant that all personal information provided is true and accurate.

**Renter(s) Signatures:** \_\_\_\_\_  
\_\_\_\_\_

**Renter(s) Name (Printed):** \_\_\_\_\_  
\_\_\_\_\_

Witness to execution by Renter(s) \_\_\_\_\_

**Witness Name (Printed):** \_\_\_\_\_

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

The above contract will be binding, enforceable by law, and take effect once your application is approved and payment has cleared banking procedures. Confirmation of this agreement will be acknowledged via the signature below, by a representative of # 2044605 Ontario Inc and returned to the renter, or an email indicating same.

**#2044605 Ontario Inc.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

Witness to execution by Owner or agent manager. \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Directions**

- From Hwy 11 take Hwy 117 east to Baysville (approx. 15 minute drive)
- After crossing the bridge in Baysville, turn right on Echo, Ril, Dickie Lake Rd.
- Drive approximately 7km. Turn right on South Ril Lake Rd
- Cottage is approx 4km on left side, # 1483 South Ril Lake Rd.
- Rental Cottage Telephone # 705-767-3220
- Use "Mapquest" on the internet : 1483 South Ril Lake Rd., Baysville, Ontario

**Owner:**

# 2044605 Ontario Inc

82 Pinewood Trail  
Mississauga, Ontario  
Canada  
L5G 2L1

Fax: 905-891-7187

Email: [paul\\_priest@sympatico.ca](mailto:paul_priest@sympatico.ca)

Owner's Cottage Location:

1011 Muskoka Bob Rd.

Ril Lake, Ontario

Tel. 705-767-2306