

# Rental Agreement

This Rental Agreement (the "Agreement") is made by and between ***Daryle Tilroe*** ("Owner") and ***First Last*** ("Guest") as of the date last set forth on the signature lines of this Agreement for use of the "Property" (detailed below) over the "Rental Term" (detailed below) for the purposes of personal vacation and/or recreation. This agreement and associated reservation is not in force and confirmed until the Owner has a signed copy thereof and an initial deposit payment has cleared. A signed copy of the final page will be transmitted back to the Guest as receipt and final confirmation. Failure of the Guest to make any payment(s) as detailed and scheduled below, including but not limited to declined credit card charges and NSF cheques, will result in the unfettered right of the Owner to cancel the entire agreement and retain any non-refundable deposits and penalties as allowed for in the Agreement Cancellation terms. The Guest may not assign this Agreement to any other party.

For good and valuable consideration, the sufficiency of which is acknowledged, the Owner and Guest hereby agree as follows:

**1. Owner Details:**

- 2. Rental Party:** Full legal names of the Guest and all others in their party residing in and occupying the Property for the Term of the Agreement and for which the Guest assumes full and complete responsibility for; including, but not limited to behaviour, negligence, damages, etc.:

	NAME	AGE	
i.	_____	_____	Guest
ii.	_____	_____	
iii.	_____	_____	
iv.	_____	_____	
v.	_____	_____	
vi.	_____	_____	

- b. **Guest Identity:** For the purposes of identity verification a copy of signed, government issued, photo identification will be required of the Guest. Please submit a photocopy, scan, or photo of such identification (e.g. Driver's license, Passport photo/signature page, etc.) with this Agreement. Redact any unique serial/id numbers. Acceptability thereof is at the sole

discretion of the *Owner*. Also supply below the responsible *Guest's* full contact information:

- i. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ii. Home Phone: \_\_\_\_\_
- iii. Work Phone: \_\_\_\_\_
- iv. Cell Phone: \_\_\_\_\_ (for travel contact)
- v. Email: \_\_\_\_\_

- c. *Guest & Rental Party Reputation*: The *Owner* reserves the right to request references from the *Guest* and their *Rental Party* with respect to their previous good tenant status when staying at similar owner rented properties. Generally the reference(s) will be requested and supplied in advance of signing the *Agreement* but should a situation of negative, or requested but not supplied, references arise after signing the *Agreement*, it is grounds for the cancellation of this agreement at the sole and unfettered discretion of the *Owner*. Also should information come to light through any channels, at any point in time after signing the *Agreement* or during the *Rental Term*, that casts doubt on the reputation, reliability, or suitability of the *Rental Party* and/or generally imply they are high risk tenants this shall be considered grounds for the cancellation of this agreement at the sole and unfettered discretion of the *Owner*. Cancellations under this section will be considered as initiated by the *Guest* under the terms of the *Cancellation* section of the *Agreement*. However should dispute arise as to the reasonableness of the *Owner's* judgement in this matter the termination will still stand with the liability of the *Owner* not to extend beyond a refund of the entire amount paid to date by the *Guest*; or a prorated amount if such an event occurs during the *Rental Term*. The *Guest* agrees to accept this risk and indemnify and hold harmless the *Owner* from any and all further liability regarding such a judgement.
- d. *Occupancy*: The **maximum number of occupants** permitted in the Property at any time is **eight (8) persons** unless otherwise approved by the *Owner*. This maximum includes the *Guest's Rental Party* and any associated day visitors under their supervision; **no overnight visitors**. Posted rental rates are based on four (4) resident persons. There is a \$15-25/person/night charge for additional members in the *Guest's Rental Party* to a **maximum of six (6) resident persons** unless otherwise approved by the *Owner*. The quoted and contract rate reflects the total number of persons as requested. The *Guest* shall notify the *Owner* in advance of any changes to the *Rental Party* prior to, or during, occupancy. Any violation of these terms is grounds for a \$50/person/night penalty, immediately due and chargeable to any provided credit card, and/or immediate termination of this agreement without refund at the sole and unfettered discretion of the *Owner*. The *Property* is for the *Guest* and *Rental Party's* private recreational use only; any subletting or use of the *Property* as a location for amateur or professional photo/film/video production is strictly forbidden.

3. **Property:** The *Property* is located at:

- a. **Accommodations:** One (1) king sized bed, two (2) twin sized beds, one (1) queen pull-out sofa, two (2) full bathrooms, one (1) full kitchen, and one (1) combination dining and living room area (shared with pull-out sofa). There is one (1) reserved, underground, heated parking stall and limited above ground parking; a storage cage is also located in the garage, use thereof is completely at the *Guest's* own risk. The *Property* is fully furnished and includes all appliances, utensils, linens, towels, etc. that would reasonably be expected. Utilities are included. Ancillary *Property* amenities such as data, telephone, television, computer, outside grill, gas fireplace, etc. as might be detailed in electronic and print media and communications outside the scope of this *Agreement* are subject to change, unforeseen disruption, and maintenance outages. Reminder that there is no daily housekeeping service. Arrangements may be made for periodic cleaning during longer stays at an additional cost; contact *Owner*. Laundry facilities are available in suite; if required request instructions from *Owner* to avoid damage/liability.
  - b. **Inspection & Acceptance:** The *Guest* has the right to request a personal inspection prior to signing this agreement. By signing this agreement the *Guest* either acknowledges they have performed said inspection or waives that right. The *Guest* therefore agrees to accept the *Property* on the *Arrival Date* provided it meets the basic description and representation of *Accommodations* provided above and accept any minor maintenance shortcomings or changes to the *Property*. By virtue of this inspection and/or waiver the guest hereby renounces any claim to partial or complete refund or relocation and shall have no claim or recourse against the *Owner*.
  - c. **Owner Access:** The *Guest* shall allow the *Owner*, or their agent, access to the *Property* for purposes of repair, inspection, viewing, and unforeseen emergency. The *Owner* or agent thereof shall exercise this right of access in a reasonable manner with 24h notification of the *Guest* attempted but not required.
  - d. **Universal Access Disclaimer:** While the *Property* has some features that may enable or facilitate its use by guests without full senses or mobility; there is neither representation nor guarantee of full usability and accessibility to the *Property*, and associated condominium complex amenities (eg. hot-tubs, exercise rooms, etc.), for those with any sensory or physical limitations/impairment or otherwise handicapped.
4. **Liability Waiver & Owner Indemnification:** Occupancy and use of the *Property*, amenities, and associated condominium complex facilities, has inherent risks. This occupancy and use, and travel in general, also imply the risk of personal liability for actions to the *Owner* and third parties.
- a. The *Guest* agrees that neither the *Owner* nor his agents shall be liable to any member of the *Rental Party* or associated visitors for any injury, loss or damage to any person or property on

or about the *Property* and associated condominium complex except to the extent such injury, loss or damage was definitively caused by the gross negligence or willful misconduct of the *Owner* or any of his agents. The *Guest* shall indemnify and hold the *Owner* and his agents harmless from any and all loss, injury, or damage to any member of the *Rental Party* or any associated visitor or any property of any such member or visitor occasioned by the use, misuse, or abuse by any such member or visitor of any part of the *Property*, amenities, or associated condominium complex facilities and from or against any omission, neglect, or default of the *Guest*, *Rental Party*, or associated visitors.

- b. The *Guest* shall indemnify and hold the *Owner* and his agents harmless from all liability, loss, or damage arising from i) any nuisance or harm caused on or about the *Property* and associated condominium complex by any member of the *Rental Party* or any associated visitors and ii) any carelessness, neglect, or improper conduct of any such member or visitor on or about the *Property* and associated condominium complex.
  - c. The *Guest* certifies he carries at least one (1) million dollars CAD, or equivalent, in personal liability insurance on behalf of the *Rental Party* and associated visitors (usually part of *Guest's* existing Homeowner or Tenant policy).
  - d. The *Guest* certifies he and the *Rental Party* have adequate property and automobile / automobile rental insurance to cover complete losses to of all personal effects and vehicles or has knowingly accepted the risk of not carrying this coverage. In particular the *Owner* is not responsible or liable for damages to the *Guest's* or *Rental Party* vehicle, other vehicles, the parking facility or theft of *Guest's* or *Rental Party* vehicle or contents/belongings while using, accessing, or otherwise transiting the associated underground garage. *Guests* with vehicle top luggage or ski carriers need to pay particular attention to reduced clearances. There is limited outside parking available, contact the *Owner* for details. Tickets or fines for illegal parking will be the responsibility of *Guest*, *Rental Party*, or associated visitors; not the *Owner*.
  - e. The *Guest* certifies he and the *Rental Party* have all appropriate travel, travel interruption, and medical insurance or have knowingly accepted the risk of not carrying this coverage. This includes the risk of travel disruption anywhere en route to the *Property* that might result in the requirement to cancel the reservation without refund as detailed elsewhere in the *Agreement*.
5. **Rental Term & Cancellation Policy:** The term of this rental begins at 1600 (4 PM) Local Time on **Month DD, YYYY** ("*Arrival Date*") and ends at 1030 Local Time on **Month DD, YYYY** ("*Departure Date*"). Early check in or late check out are not permitted without explicit and advance consent of the *Owner*. Refer to 'Regulations' for details on early check in or late checkout without consent.
- a. Cancellation by the *Guest* of the reservation 46 days or more prior to the *Arrival Date* will be without penalty or prejudice; save for a 5% processing fee. The 95% balance of the *Deposit* amount, subject to any foreign currency exchange loss or gain if not in CAD, will be refunded within 15 business days plus any postal delays, if applicable.
  - b. Cancellation by the *Guest* of the reservation between 45 days and 31 days prior to the *Arrival Date* will result in the *Guest* forfeiting the *Deposit* amount as penalty and the *Agreement* shall be considered terminated.

- c. Cancellation by the *Guest* of the reservation 30 days or less prior to the *Arrival Date* or cessation of occupancy during the *Rental Term* for any reason whatsoever will result in the *Guest* forfeiting the *Deposit* amount and 100% of the balance as penalty and the *Agreement* shall be considered terminated.

Notwithstanding the above provisions the *Owner* may, at their sole and unfettered discretion, consider a partial remission of the forfeited amount if the *Property* is able to be rented to another party for some portion of the cancelled *Rental Term*.

If, during the *Rental Term*, the *Property* becomes unsuitable for continued occupancy and use due to any action or negligence on the part of the *Guest*, any member of the *Rental Party*, or associated visitors, the entire amount of the *Agreement* shall be forfeit to the *Owner* and further charges, claims, and liability shall arise as described elsewhere in the *Agreement*. The *Guest* shall have no recourse against the *Owner*.

Due to unforeseen circumstances; property damage/loss, *Force Majeure*, etc. the *Owner* may not be able to supply the *Property* as per this *Agreement*. Advance notification to the *Guest* and alternative accommodation arrangements will be attempted by the *Owner* on a best effort basis however in no way will the liability of the *Owner* extend beyond a refund of the entire amount paid to date by the *Guest*; or a prorated amount if such an event occurs during the *Rental Term*. The *Guest* agrees to accept this risk and indemnify and hold harmless the *Owner* from any and all further liability regarding such an event.

The *Guest* agrees to waive any claim against the *Owner* for compensation due to sudden, unforeseen, and/or unavoidable deficiencies and failures in the *Property* occurring prior to or during the *Rental Term* that do not substantially affect the *Guest's* ability to use the *Property*. Examples of this include, but are not limited to, appliance failure, loss of a duplicated bathroom fixture, failure of fireplace, and closures of common condominium complex facilities such as hot tubs and exercise rooms. Notwithstanding this waiver the *Owner* shall make reasonable best efforts to fix, or cause to be fixed, any such deficiencies or failures as promptly as practicable.

**6. Rental Rate, Fees, & Payment:**

Description	Amount
Accommodation: # nights x \$ ###.00/night (# guests)	\$ ###.00
Departure Cleaning Charge	\$ 95.00
Total	\$ ###.00
Deposit, # night(s) + Departure: Due <i>Agreement Date</i>	\$ ###.00
Balance Due 30 days prior to <i>Arrival Date</i> or <i>Agreement Date</i> if presently less than 30 days prior to <i>Arrival Date</i> .	\$ ###.00

The above amounts are inclusive of all taxes and due/chargeable in CAD (Canadian Dollars).



*Owner* or his agent on the *Arrival Date* or upon the condition being reasonably noticed.

- b. *Alteration*: Any alteration to the *Property* or associated amenities and contents such as painting, tampering with locks, fixtures, etc. is strictly prohibited and the *Guest* will be liable for any damages and/or cost to return the *Property* to the *Arrival Date* state.
- c. *Noise and Disruptive Behaviour*: In respect of other building occupants there shall be no noisy, large parties or disruptive, loud behaviour in the *Property*, on the balcony, or in the associated condominium complex. All posted regulations in the condominium common areas are also to be obeyed. Fines and/or termination of this agreement may result.
- d. *Illegal Activities*: Any and all activities and actions by any member of the *Rental Party* or associated visitors that violate any Condominium, Municipal, Provincial, or Federal bylaw, statute, ordinance, regulation, law, etc. shall be grounds for immediate termination of this agreement and eviction without any consideration or recourse.
- e. *Smoking*: **NO SMOKING** is allowed **ANYWHERE** in the *Property*, on the balcony, or in the associated condominium complex. Significant cleaning charges will apply if any residue is detected.
- f. *Hazardous or Nuisance Products*: Any such products, including but not limited to incense, pesticides, industrial chemicals, bulk household cleaning products, aerosol sanitizers, air fragrances, etc. are not to be used or stored on the *Property*, on the balcony, or in the associated condominium complex.
- g. *Fire & Open Flame*: **NO FIRE** or open flame is allowed **ANYWHERE** in the *Property*, on the balcony, or in the associated condominium complex. This includes any incense, candles, fondue sets, and camping equipment. The only exceptions are the provided natural gas fireplace and cooking grill on the balcony. A lighter or matches to ignite the latter are permitted if any integrated starter is not functional.
- h. *Pets*: **NO PETS** are allowed **ANYWHERE** in the *Property*, on the balcony, or in the associated condominium complex. Service animals for members of the *Rental Party* with physical handicaps may be allowed with proof of requirement and prior approval. Extra deposit and cleaning charges will apply due to additional risk of damage and allergy risk for subsequent guests; contact the *Owner* for details.
- i. *Sports Equipment*: Outdoor sports equipment such as skis, snowboards, poles, golf clubs, bicycles, boats, etc. are **NOT** allowed **INSIDE** the living unit or on the balcony of the *Property*; nor is any maintenance thereof, such as waxing or bike repair, allowed in these locations. Such property is to be kept or maintained in the *Rental Party's* vehicle(s), secured to the bike racks in the underground garage, or kept in the lockup of the underground garage; although the *Owner* assumes no liability for property in any of these locations. An exception will be made for ski boots and skates such that they may be dried, however extra care is required to avoid soil, water staining/damage, or any other damage to living unit or balcony of the *Property*. If in doubt consult the *Owner*.
- j. *Data, Computer, Telephone, & Television*: For the *Rental Party's* convenience there is an Internet data connection, computer, telephone line, and cable television in the *Property*. Usage of the computer and data connection is to be reasonable and legal. Any extraordinary

large data transfers that result in overage charges may be billed back to the *Guest* at the *Owner's* sole and unfettered discretion. Accessing illegal data is strictly prohibited (eg. downloading copyrighted content without license). Similarly any abuse of the computer that renders it unusable may result in repair charges to the *Guest* at the *Owner's* sole and unfettered discretion. The telephone is primarily for local calls or incoming calls. Phone calls to the *Owner* and reasonable long distance use for travel purposes (e.g. phoning the airport, regional attractions, or brief calls home) that result in nominal charges are acceptable; consult latest Guest Information document for long distance details. Unreasonable use/abuse, in particular 1-900 type pay services, will be billed back to the *Guest* at the *Owner's* sole and unfettered discretion. If in doubt contact the *Owner* for details. The cable television service is intentionally configured without access to pay-per-view (PPV) or video-on-demand (VOD) features. If through some technical or configuration error, or intentional bypass of controls/deactivation, purchases are made of these premium services; the associated costs will be billed back to the *Guest*. Notify the *Owner* if you believe you have inadvertently purchased premium content.

- k. *Consumables*: For the *Rental Party's* convenience there are nominal amounts of household paper products (paper towels, facial tissue, and toilet paper) and hand soap provided. Excessive use thereof during the *Rental Term*, or misappropriation for use after the *Rental Term*, may result in surcharges to the *Guest* at the *Owner's* sole discretion. Modest amounts of kitchen/household supplies (e.g. tin foil, food wrap, detergents, etc.) and edible dry goods (e.g. sugar, spices, coffee, etc.) \*may\* also be present and are subject to the same considerations. Further, the edible goods present are to be consumed at the *Guest, Rental Party*, or associated visitor's own risk and the *Owner* or their agents assume no liability for ill effects due to allergies, food quality, or any other reason. In general there is a good faith understanding that *Guests* with longer *Rental Terms* will replenish consumables to a reasonable degree.
- l. *Departure*: With the exceptions of basic vacuuming/mopping, laundering linens & towels, and cleaning/sanitizing the washrooms & associated fixtures the *Guest* is expected to vacate with the *Property* in the same *Arrival Date* state they found it in. This includes, but is not limited to:
  - i. Removing and legally disposing of all trash and recyclables;
  - ii. Cleaning and restocking all dishes, cookware, and utensils;
  - iii. Returning any furniture that was moved to its original position;
  - iv. Replenishing any excessive use of consumables.

If, in the sole opinion of the *Owner* or their agent, the *Property* is not deemed to be in the *Arrival Date* state or if there is any excessive or unreasonable consumable consumption, soil, mess, and/or disruption to the *Property*, balcony, or associated condominium complex the *Guest* will be responsible for paying a replenishment/cleaning surcharge at the sole judgment of the *Owner* and their agents.

- m. *Early Check in or Late Checkout*: Without explicit advance consent, any tenancy outside the term of this contract is considered Trespass. The *Owner* reserves the right to all legal remedies. Additionally, an unauthorized late checkout will result in a minimum penalty of one extra night's stay and double departure cleaning charges. Any and all of the *Rental Party's* supplies and belongings remaining on the *Property* are deemed abandoned and will be removed by the *Owner* or their agent. No responsibility is taken by the *Owner* or their agent



