

Short Term Rental Agreement – 2019

This short-term rental agreement is made by and between Alysia Freeman & Don Freeman (The Homeowners) and _____ (The Renter). For good and valuable consideration, the parties hereby agree as follows:

1. **Property:** The property is located at 3615 Gunpowder Trail, Hornby Island.
The property is furnished and includes: fridge, stove, microwave, toaster oven, French press, coffee grinder, smart TV & DVD player, bedroom TV & DVD player, amongst other items not listed but available for use.

2. **Rental Party:** The rental party shall consist of the following persons:
 - I. RENTER: _____ DOB: _____
 - II. NAME: _____ DOB: _____
 - III. NAME: _____ DOB: _____
 - IV. NAME: _____ DOB: _____
 - V. NAME: _____ DOB: _____
 - VI. NAME: _____ DOB: _____

Check in date: _____ **Check out date:** _____

3. **Terms of the lease:** The lease begins at 4:00 pm on the check-in date and ends at 11:00 am on the check out date. Please do NOT arrive before 4:00 pm. If you check out later than 11:00 am on the check-out date, you will be charged a late check out fee of \$250 as per schedule B.

4. **Rental Rules:** The RENTER agrees to abide by the rental rules attached as Schedule A at all times while at the property and shall cause all members of the rental party and anyone else the RENTER permits on the property to abide by the following rules at all times while at the property.

5. **Rental Rate and Fees:** The rental fee is \$2000.00 + 8% PST (as required by law) per week
 - I. A deposit of \$1080.00 is due to secure your rental at the time of booking.
 - II. A second installment of \$1080.00 is due 4 weeks prior to the arrival date.
 - III. A damage / cleaning deposit of \$900.00 is due 1 week before your arrival (see schedule B).
 The deposit is for security and shall be fully refunded within 7 days of the checkout date via e-transfer provided no deductions are made due to:
 - i. Damage to the property or furnishings
 - ii. Dirt or other mess requiring excessive cleaning; or
 - iii. Any other cost incurred by the Homeowner due to the RENTER's stay.

6. **Insurance:** It is encouraged that the RENTER and the rental party purchase travel insurance.

7. **Liability:** The Homeowner's shall not be responsible for any accident or injuries occurring to the RENTER, the rental party or guests of the rental party, on the property or premises. The Homeowner's are not responsible for any injuries sustained on or in the property. The RENTER hereby agrees to reimburse the Homeowner for any penalty that may be imposed on the Homeowner's by any court due to any violation upon the premises through fault of the RENTER therein, the rental party, his/her family members or guests.

8. The RENTER agrees to pay the owner for any damages to the premises and property, including but not limited to: furnishings and household items, which occur as a result of the RENTER's occupancy.

9. The RENTER may not transfer the agreement without written consent of the HOMEOWNERS.

X _____
 THE RENTER

X _____
 THE HOMEOWNER (only on agreed transfer of agreement)

Schedule A – Property & House Rules

1. Smoking of any kind is not allowed anywhere in the premises of the cottage, smoking away from doorways of the cottage is expectable; with proper disposal of tobacco products. The RENTER and the Rental Party will be asked to vacate the property and all monies paid to date will be forfeited as damages when smoking in the premises.
2. Pets are not allowed anywhere on the premises. The RENTER and the Rental Party will be asked to vacate the property and all monies paid to date will be forfeited as damages.
3. People other than the RENTER and those in the rental party set forth above may not stay overnight on the property. Any other person on the property is the sole responsibility of the RENTER. The RENTER & the Rental Party are not allowed to exceed the occupancy limit as set above.
4. Guests should not create excessive noise at a level that disturbs neighbors.
5. The Homeowner is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities.
6. The Homeowner is not responsible for the loss of personal belongings or valuables of the RENTER and the Rental Party.
7. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.
8. Keep property and all furnishings in good order.
9. Use appliances only for their intended uses.
10. The house is on a well and septic system. Please conserve water and make sure all taps are turned off after use. The septic system is a delicate system and will clog up if improper material is flushed. Do not flush anything other than toilet paper. No feminine products should be flushed at any time. Do not put any fat / oil down the drains.

11. Shooting fireworks or firearms is prohibited.
12. Fires are not allowed on the premises during a Fire Ban.
13. Indoor fireplace is not for use from June to September.
14. Please DO NOT take cottage towels out of the cottage. BRING your OWN towels from home to take to the beach. We will provide towels for the cottage.

When you leave, you hereby agree to do the following:

Please respectfully take care of items listed or you will be charged a fee from your damage deposit as described in schedule B.

- Report any damage and/or equipment not working properly
- Shut off all electronic devices & equipment
- Turn heating system down to 10 upon leaving.
- Remove all used bed sheets, towels & cloths & place in laundry bins (please do not remove Duvets, duvet covers, quilts or mattress/ pillow covers)
- Please wash and return all clean dishes to cupboards & drawers.
- Take ALL garbage & recycling to garbage / recycling center, which is open from 9 am to 1:00 pm on Friday. Make sure you check all garbage bins – bathroom included.
- DO NOT leave garbage outside on decks or driveway as it will attract animals (i.e. Deer or small rodents) that could cause damage that you will be responsible for
- Use BBQ brush if necessary to remove debris off of BBQ grills
- Ensure BBQ gas is OFF
- Ensure fire pit is OFF
- Ensure fridge & freezer are empty (other than empty ice cube trays)
- Shut off ALL light switches
- Ensure windows are locked
- Close & lock all French doors

Schedule B – Extra Cleaning & Other Fees

The RENTER and the Rental Party agree to the following charges if applicable:

- Dishes not washed - \$50.00
- Garbage / Recycling left - \$100.00
- Fridge not clean - \$50.00
- Food & other items left - \$50.00
- Late checkout – you are required to have all personal items taken and leave the premises by 11:00 am sharp. If you are still there after 11:00 you will be charged a \$250.00 late checkout fee.
- Smoking – entire damage deposit + monies paid and will be asked to leave
- Pets – entire damage deposit + monies paid and will be asked to leave

For any broken or damaged items, i.e. furniture, electronics, appliances, the RENTER will be charged the cost of replacement or repair.

Please also note that: In the event of cancellation, the deposit will be refunded if we can fill the time period you've booked. **There will be no refunds 30 days and closer to the date of arrival.**

We also require a proof of person (RENTER), i.e., copy of drivers licence or picture id.