

Updated 2025

Guest Terms and Conditions of The Rental Agreement

Cottage Care Rentals Inc. (the “Agent”) is a registered member of the Travel Industry Council of Ontario (TICO) and abides by the regulations as defined in The Ontario Travel Industry Act, 2002. Cottage Care acts as a booking agent for the cottage Rental Property owner (the “Owner”) and does not own or have any responsibility for the maintenance and/or upkeep of the cottage or its grounds. The Owner has delegated authority to Cottage Care to execute this Rental Agreement (the “Agreement”) on their behalf and is authorized by the Owner to take bookings and collect rental monies under the Terms and Conditions set out in the balance of this Agreement.

This Rental Agreement is made and effective ("Agreement Date") between Cottage Care (the "Agent") and Primary Guest ("You or Your") regarding the Rental Property known as (the "Rental Property"):

This Agreement applies to Your stay at the Rental Property from DATE to DATE but also applies to any other dates which may be included if the reservation is changed.

This Agreement applies to all members of Your party no matter the age or affiliation ("Guests"). All Guests listed on the booking or added and approved subsequently by the Agent will be bound by these Terms and Conditions. Occupancy of the Rental Property is restricted to Property Maximum Occupancy at any given time. You, as the Primary Guest on the booking, will assume full responsibility for all Guests listed on the booking throughout the rental period. Information or instructions relating to this rental will be communicated to You as the Primary Guest only. It is Your such responsibility to ensure that all Guests in Your party over the age of 18 are aware of and abide by all the Terms and Conditions contained within the Agreement.

The terms and conditions of the Agreement between You and the Agent are set out herein. This Agreement will be binding, enforceable, and take effect once the booking is approved and payment has cleared banking procedures. You agree that the information provided is true and accurate:

1) **General:**

- 1.1 You agree to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Your obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions. You agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation.
- 1.2 Guests must abide by applicable Municipal By-Laws which include but are not limited to: Noise, Parking, Outdoor fire regulations and garbage separation and disposal.
- 1.3 In no event shall the Rental Property be occupied by more persons than the capacity of the Rental Property as stated in this Agreement.
- 1.4 Guest’s breach of any duty contained in this section shall be considered material and shall result in the termination of Guest occupancy with no refund of any kind.

2) **Payment Information and Conditions:**

- 2.1 You authorize the Agent to charge Your credit card for fees, rates and any liquidated damage noted in this Agreement.

- 2.2 A security deposit is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on Your credit card for the amount of \$500.00 exactly 2 day(s) prior to the arrival date. The credit card on file will be used. If, at the end of the rental period, the Rental Property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within 5 days. In the event of any damages, the Agent will provide You with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, You agrees to pay the balance within 5 business days after receiving notification. Deductions from Security Deposit will be used to pay for damages, excess cleaning, and any other liquidated damage as per this Agreement. The Agent is under no obligation to use the least expensive means of restoration.
 - 2.3 Bookings approved more than 60 days in advance of the check-in date require a deposit of 30%. For an accepted booking made within 60 days from the check-in date all fees will be due upon booking.
 - 2.4 Any remaining balance must be paid 60 days prior to the arrival date, either by automatic credit card payment, post-dated cheque, or email money transfer (EMT), or this Agreement may be cancelled by the sole option of the Agent. If the automatic final payment for the remaining balance fails for any reason, it is Your responsibility to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made.
 - 2.5 Regular payments and security deposits for the booking will be displayed as **Cottage Care Rentals Inc.** on Your credit card statement.
 - 2.6 All fees and rates are subject to HST.
- 3) **Refunds:** You agree that You shall not be entitled to any refund arising from weather or water conditions, changes or fluctuations in the lake level, conditions at neighbouring cottages or other conditions beyond the control of the Owner or Agent.
 - 4) **Cancellation by You:** In the event You wish to terminate this agreement, the refund policy is as follows:

One hundred percent (100.00%) of the total booking charges (less \$185.00 taxable cancellation fee) will be refunded if the cancellation is made more than 60 days prior to the arrival date of the reservation. For cancellations made within 60 days prior to the arrival date, no refund will be issued.

- 5) **Cancellation by Owner:** In the unlikely event that the Rental Property is damaged, destroyed, uninhabitable or is unavailable for any other reason, then, this Agreement will be null and void, all payments will be refunded to You, and neither the Owner nor Agent shall have any further liability to You.
- 6) **Disclaimer:**
 - 6.1 Every effort will be made to ensure that the fundamental equipment at the Rental Property is in good working order at the time of Guest arrival. In the unlikely event that there is a problem with the water, plumbing, electrical system or with a major appliance upon Guest arrival or during Guest stay, call the Responsible Person in accordance with the information contained in the welcome book. It is the Owner's intent to address issues as promptly as can be reasonably done. If such fundamental elements or services cannot reasonably be provided, the sole obligation of the Owner and Agent shall be to provide a refund as deemed appropriate commensurate with the circumstances

- 6.2 Advertised equipment and facilities are provided at the discretion of the Owner and, while every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situations occur that render an element unusable, neither the Agent nor Owner take responsibility for replacing or refunding any monies for the lack of use of these equipment or facilities. The equipment and facilities referred to include but are not limited to items such as watercraft, televisions/entertainment systems, wi-fi, hot tubs, and saunas.
- 6.3 The information contained in any printed materials or www.cottagecarerentals.com website is believed to be accurate at the time it is created. However, the Agent reserves the right to make alterations based on revised input from the Owner. Although the Agent shall endeavor to inform You of such alterations, the failure to do so shall not form a breach of this Agreement or relieve You of obligations under this Agreement.

- 7) **Occupancy and Condition of the Rental Property:** You agree to use the Rental Property for personal vacation use only. The number of Guests occupying the Rental Property is strictly limited to Property Maximum Occupancy as those named on the booking or any subsequent amendment notified in writing to the Agent. Rental Property occupancy limits apply to day-time or overnight Guests. If You contravene the maximum occupancy stated for the Rental Property, You will be in violation of municipal Short-Term Rental By-Laws and thus subject to immediate eviction without refund.

N.B. that any person, regardless of age, is counted as a person in the occupancy of the Rental Property.

7.1 You agree to keep the Rental Property and all furniture, fixtures and effects in and around the Rental Property in the same state of repair and condition as at the commencement of the rental period, save and except for ordinary wear and tear.

7.2 Should You find anything not working or broken upon arrival, please notify the Responsible Person within 24 hours. If, during Your stay, something breaks or damage is caused, please report it immediately and the Agent will assist in replacing damaged or broken items with similar products of at least equal value and/or restore equipment to working order at Your expense, save and except for ordinary wear and tear. Failure to report such conditions will result in withholding funds from Security Deposit.

- 8) **Drinking water:** Information on the water supply is provided in the welcome book at the Rental Property and on the Rental Property listing of the www.cottagecarerentals.com website; however, the Agent and the Owner recommends that You bring drinking water if You or Your Guests have any concerns.

8.1 Single-use plastics are not permitted on the Rental Property.

- 9) **Pets:**

9.1 Pets are only permitted on the Rental Property if they are permitted by the Owner and indicated on the Rental Property listing of the www.cottagecarerentals.com website. Even where pets are accepted, number of and/or type/breed restrictions may apply.

9.2 Pets must not be left in the Rental Property or unattended on the Rental Property at any time. Pets must be on a leash or tether while at the Rental Property and must remain within the Rental Property boundaries. Repeated wandering and/or excessive barking may result in neighbouring properties notifying local by-law officers.

- 9.3 Where a pet is permitted, all evidence of pet occupation must be removed from the Rental Property and grounds at the end of the rental period or additional cleaning charges will be applied.
 - 9.4 If the Rental Property is “NO PETS” restricted, please note this does not necessarily mean the Rental Property has not had pets present at some time. The Agent and the Owner take no responsibility for conditions arising from allergies at any Rental Property, whether noted as “NO PETS” or not.
 - 9.5 If the Rental Property is “NO PETS” restricted and it is found that pets have been brought on to the Rental Property, You will be asked to leave without refund.
- 10) **Fireworks and Outdoor Fires:**
- 10.1 Use of fireworks is not permitted on the Rental Property and within the Rental Property boundaries whatsoever. Failure to observe this will result in eviction without refund.
 - 10.2 Use of a campfire is only permitted in the designated areas as defined in the welcome book at the Rental Property.
 - 10.3 If the Rental Property provides a fire pit, You are responsible to check with local authorities for information on fire permits, fire bans and/or fire restrictions before Guests start any outdoor fires.
- 11) **Smoking:** Smoking of tobacco, the use of electronic cigarettes (e-cigarettes) to vape any substance, and the smoking of cannabis (medical and recreational) is not permitted inside the Rental Property. Refer to the information contained in the welcome book pertaining to outdoor smoking areas on the Rental Property grounds. Where smoking is permitted outdoors, butts must be contained in a fireproof container which must be removed when Guests leave. Any clean up and/or fumigating of the Rental Property will result in cleaning charges to recover liquated damages.
- 12) **Accessory dwellings:** Camping, tenting or other auxiliary accommodation is not permitted on the Rental Property.
- 13) **Access:** The Owner, their designate or the Agent personnel shall be allowed access to the Rental Property at any reasonable time during Guest occupancy.
- 13.1 At the end of the rental period, return all keys to the lock box if applicable. If keys are lost or not returned to the lock box at departure, You agree to pay the cost of remediation charged to credit card on file.
- 14) **Limitation of Liability:** You acknowledges that the Owner and Agent accept no liability for loss, damage, death, illness, or injury suffered by any person or pet as a result of using the Rental Property. You agree that such liability rests entirely with You.
- 15) **Indemnity:** You acknowledge that the use of the Property by all Guests is entirely at Your own risk. You shall indemnify and hold harmless the Owner and the Agent against and from all expenses, costs, damages, suits, actions, or liabilities arising from all loss of or damage to the Property, injury, personal condition, or death resulting from the use of the Property, grounds, watercraft, recreational equipment, boats or lake.
- 15.1 The Rental Property may offer access to recreational and water activities, including but not limited to canoes, kayaks, stand-up paddle boards, water trampolines, bicycles, and swimming. You fully understand and acknowledge that outdoor recreational and water

activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. You agree to fully indemnify and hold harmless the Owner, the Agent and their employees and contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. You hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person.

15.2 You further assume full responsibility for the actions of any and all persons who may be allowed to enter the Rental Property during the rental period and indemnifies the Owner and the Agent from any and all claims arising from such other persons.

16) **Insurance:** You represent and warrant that You carry proper Insurance. The Owner does not carry insurance on the valuables or clothing of the Guests or for any willful damage caused by the Guests. It is therefore Your responsibility to Insure against any unforeseen damage or loss of any Guest possessions and/or damage to the Rental Property caused by any Guest in Your party.

17) **Jurisdiction:** The laws of the Province of Ontario shall govern this Agreement.

18) **Severability:** If any provision(s) of this Agreement are invalid, such provisions shall be considered separable and the remaining provisions shall remain in full force and effect.

19) **Entire Agreement:** There are no representations, collateral Agreements, warranties, or conditions either written or verbal except as set out in this Agreement.

20) **Assignment:** You have no right to assign or sublet this Agreement under any circumstances.

21) **Force Majeure:** Neither the Agent nor the Owner are responsible for failure to service this Agreement if the failure arises out of causes beyond their control including: water levels, hydroelectric failures, severe storms, acts of God, forces of nature, or any other cause whatsoever beyond their control.

22) **Communications:** We all agree that email may be used to communicate information, additions and deletions to any Terms and Conditions or pricing if both parties agree to them within the body of such communications.

23) **Electronics Documents Act:** By electronically signing this Agreement on the booking form of the www.cottagecarerentals.com website, You understand and agree that You are entering into a legal binding agreement as per the authority of the Ontario Electronic Commerce Act, RSO 2000.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, You have read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the Rental Property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to

the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 25 and assume responsibility for myself as the Primary Guest on the booking. Use of the Rental Property's equipment or loaned equipment and engaging in activities on the Rental Property is at the risk of each individual Guest in my party. Acknowledging this, I accept complete responsibility for the Guests in my party visiting the Rental Property and using the equipment and is engaging in activities or events at the Guest's risk.

I will abide by the rules and accept these rental conditions:

- The Rental Property I rent will be returned in the same condition in which it was rented, and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or Rental Property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or Rental Property owners or not.
- I acknowledge receipt of the Rental Property in good order and condition (if found otherwise per my arrival I will contact the Responsible Person immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether Rental Property or equipment is loaned or rented.
- I enter into agreement freely with the Agent of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, Provincial and Municipal pollution laws and any other applicable laws and regulations.
- When I rent a cottage with Cottage Care I consent to be automatically signed up to Cottage Care e-newsletter communications via Constant Contact (you can unsubscribe at any time).