

**Water's Edge Vacation Rentals Inc.**  
**Terms and Conditions of all Rentals**  
**3 - 10 Brunel Rd. Huntsville, Ontario P1H 2A9**  
**Fax: (705) 788- 3215**

1. GENERAL

The cottage is owned by the "Owner" and is offered by Water's Edge Vacation Rentals Inc., known as the "Company" as vacation rental accommodation for the "Client" (applicant named on 'Cottage Rental Application') according to the terms and conditions as set out in the "Cottage Rental Application" and the following "Terms and Conditions".

2. RESTRICTIONS

The Client agrees to abide by the restrictions set forth by the Owner and shall be responsible for any and all guests, for adherence to the restrictions.

3. PAYMENT

Bookings shall be confirmed in writing by the Company on approval of application and on receipt of a 30% deposit. The balance shall be due and payable 90 days prior to the first day of the rental period (payable either by post-dated cheque or online banking – there will be a 4% handling fee if paying by Visa or Mastercard). If the Client books a cottage and the application is approved and there is less than 90 days before the commencement of the vacation, the total payment is due and can be paid by money order, cheque (cheque must be certified if less than 2 weeks prior to start date of rental period), or credit card, and only upon receipt of same will confirmation of rental be confirmed. The issuance of written confirmation to the Client by the Company shall complete a binding contract between the Client and the Owner. All payments are made to "Water's Edge Vacation Rentals Inc."

4. DUE DATES

If the balance and Terms and Conditions are not received 90 days in advance of the start of your holiday there will be a \$25 (plus HST) late fee charged to your credit card, unless you have booked this cottage less than 90 days in advance of the start date.

5. CHANGES IN ACCOMMODATION

Requests by the client for alternative accommodation will be provided at the discretion of the Company if the request is made more than 90 days before the start of the booking period. There will be an additional administrative charge of \$150 (plus HST) per change. Requests by the client for an alternative rental period (without a change in cottage selected) will be provided at the discretion of the Company if the request is made more than 90 days before the start of the booking period originally selected. There will be an additional administrative charge of \$75 (plus HST). In the highly unlikely event that the Company must change a booking after confirmation, the Company will do its best to arrange for accommodation of a similar type, location, cost and standard as the original booking. If these are not acceptable or there are no properties available, then the Client will receive a full refund of monies paid to the Company. Any additional costs are the responsibility of the client.

6. CANCELLATION

Any cancellation made by the client must be in writing to the Company. If the Company is successful in re-booking the accommodation for the entire period booked, it shall refund to the Client all monies paid less a cancellation fee of \$150 (plus HST) per cancelled week or part thereof. If the Company is able to re-book the accommodation for only part of the period originally booked, it shall refund the monies paid relating to the re-booked period, less a cancellation fee of \$150 (plus HST) per cancelled week or part thereof. For details on trip cancellation insurance please see our link to RBC Travel Insurance on our rental application page.

7. REPRESENTATION

The information contained in any printed material, photographs is believed to be accurate at the time of publication. The company reserves the right to make any changes it deems necessary to more accurately reflect the cottage property. The company gives no warranty as to the state of the Property and accepts no liability for any act, neglect or default on the part of the Owner. Boats, motors, TV's, VCR's and other such equipment are supplied at the discretion of the Owner as an added feature for the Client. While every attempt will be made to ensure that such equipment and all other appliances are in working order for a Client's vacation, should any breakdown or other situation occur whereby these items are not available for the term of the rental period, neither the Company or the Owner take responsibility for replacing or refunding the Client for the lack of use of these elements.

Please sign \_\_\_\_\_

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8. OCCUPANCY

Clients who have guests at the property in excess of the pre-authorized number (specifically those named on the rental application form) are subject to either immediate eviction without refund or a \$100 (plus HST) per night per guest charge, at the discretion of the Company/Owner. Please note that we have a "no parties" policy and zero tolerance regarding this issue. Sub-letting of the cottage property is not permitted. Where separate parties will be occupying the cottage property at different time periods, Cottage Rental Application Forms must be completed by each party. Camping, tenting, trailers or other additional accommodation facilities will not be allowed unless previous written permission has been granted through the Company. Please note that ANY person, REGARDLESS of age is counted as a person in the occupancy of a cottage. Check-in and Check-out times are to be adhered to, unless otherwise arranged through Water's Edge Vacation Rentals. Early arrival and/or late departure will result in a charge of \$200 (plus HST).

9. PETS

Bringing, or allowing, a pet at a 'no pet' cottage will result in immediate eviction and you will be charged a penalty fee of \$350 (plus HST).

The Company does not take responsibility for allergies or other conditions arising at any cottage, whether noted "no pets" or not. Although a cottage property may have a "no pets" policy it doesn't mean that there have not been pets on/in the premises previously.

10. INVENTORY/HOUSEHOLD RULES/ CLEANING

**The Client is expected to leave the cottage in the same condition that it was in, upon their arrival, and is responsible for the cleaning of the cottage before they leave and removing their own garbage and recycling.**

Cleaning supplies are provided. Consumables (like toilet paper) are not provided. The Client agrees to read and abide by the Household Rules, as stated in the Life at the Cottage package and/or posted at the cottage, and to use the inventory and equipment in a safe and responsible manner. Any additional cleaning required, breakage or damage to inventory, equipment or any other part of cottage property, above and beyond normal "wear and tear" will result in additional charge to the client's credit card. **Unless specified otherwise, linens and towels are not provided.**

11.

Water's Edge Vacation Rentals Inc. ("WEVR") 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 whatever. WEVR's 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.

12.

In addition, the Renter undertakes to indemnify and hold WEVR and the rental property owner harmless against any and all loss, claims, causes of action, demands and/or costs and expenses that may be incurred by the Renter in relation to the cottage rental.

13.

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 WEVR and the Renter.

Please sign \_\_\_\_\_

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**Security Deposit Guarantee**

**You MUST fill out your credit card information & sign below as a security deposit guarantee during your stay.**

I am providing my credit card number as a guarantee. I will be responsible for any and all damages caused by myself and my guests. I agree to pay all outstanding long distance phone charges, cleaning or garbage charges, damages caused by pets, and any penalties as per the Terms and Conditions, caused during the term of my rental. I understand that these costs will be charged to my credit card if deemed necessary.

**Credit Card #** (Visa or MasterCard only) \_\_\_\_\_ **Exp. Date** \_\_\_\_\_

or (  ) I authorize Water's Edge Vacation Rentals Inc. to fill in my credit card number (as previously provided)

**Signature required for either option.**

**Cardholder name** \_\_\_\_\_ **Signature** \_\_\_\_\_

Accidents can and do happen to all of us, anytime, anywhere, and the costs can be high. We recommend you purchase our Accidental Damage Waiver Plan. This Plan is designed to give you peace of mind during your holidays at our rental properties. It is due 90 days before the start of your holiday, or immediately, if booking less than 90 days in advance. The plan protects you in the event of accidental damages to the real or personal property of the owner of the property that is occupied by you and your registered guests, for the duration of your stay.

**Conditions:**

This plan does not cover damages as a result of:

- willful or negligent behavior
- actions that had a reasonable and predicible outcome
- cleaning or garbage charges as per the Terms and Conditions
- or any incidents whatsoever involving your pet(s)

You must notify our office at once of any damages caused by you or your guests during your occupancy and a written report is required within 10 days, or this plan is void. The Damage Waiver is a \$45 (plus HST) non-refundable fee and it covers you for accidental damages up to \$2,500 aggregate per stay. Any costs over \$2,500 are your responsibility. In the event that you do not notify us of accidental damages caused by you or your guests, your credit card will be charged with the full cost of repair/replacement.

**The Renter/Cardholder MUST check off one of the two options below:**

(  ) I choose the **Accidental Damage Waiver Plan**. I understand that I will not be charged for accidental damages as per the 'Conditions' above, as I have elected to purchase this coverage.

(  ) I decline the **Accidental Damage Waiver Plan**, and understand that I will also be responsible for any and all damages caused accidentally by myself and my guests.

I have read, understand and agree to abide by the Terms and Conditions as set out above. I understand that the cottage owner(s), Water's Edge Vacation Rentals Inc. or its employees or agents will not be liable whatsoever for any loss or any injury to myself or anyone on or using the cottage or its' property during my rental term, however caused.

**Signature** \_\_\_\_\_ **Print name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Cottage #** \_\_\_\_\_ **Lake** \_\_\_\_\_ **Rental Dates booked** \_\_\_\_\_.

**Please make sure that you have printed out ALL pages of this Terms and Conditions document in its entirety and that you are sending all pages when you return to us the completed form.**