

## Cottage Application

### Step 1. Welcome

Cottage #	Preferred arrival date	Preferred departure date
<input type="text"/>	<input type="text"/>	<input type="text"/>

What is your full name (first and last)?	What is your phone number?	What is your email address?
<input type="text"/>	<input type="text"/>	<input type="text"/>

Your Address	City	Province / State	Postal code / ZIP code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Tell us more about your stay. Are you celebrating a special occasion?**

Is this a family or group of friends get together or multiple families? Let us know if you have any questions about the property.

**Lead Guest**

Driver's License Number     Health Card Number

### Step 2. Your Stay

**How many vehicles will be on the property?****Are you planning on bringing a boat or renting a boat?**

Yes     No     Maybe

**Are you planning on bringing any pets?**

Yes     No     Maybe

Type of pet	Age	Weight
<input type="text"/>	<input type="text"/>	<input type="text"/>

**All guest names including adults and children**

Full name	Approximate age	Email address (optional)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Are you planning on inviting overnight or day guests?**

Yes     No     Maybe

**Please tell us about your guests?**

## Terms and Conditions

### 1. GENERAL

The cottage property (the “Cottage”) is provided by the owner or an agent or other authorized party (the “Owner”), and is offered by Water's Edge Vacation Rentals Inc. operating as Cottage Vacations (the “Company”) as vacation rental accommodation for the applicant (the “Renter”) named on the cottage rental application completed by the Renter (the “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 Renter agrees to abide by the restrictions, terms, and conditions set forth by the Owner and shall be responsible for any and all guests' adherence to such restrictions, terms, and conditions.

### 3. PAYMENT

Bookings shall be confirmed in writing by the Company upon the approval of the Cottage Rental Application and receipt of a deposit in the amount of 30% of the total booking amount. The balance of the rental fees 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 3% handling fee if you would like to pay the balance by Visa or Mastercard). If the Renter applies to book a Cottage and the Cottage Rental Application is approved less than 90 days before the commencement of the rental period, the total payment is due immediately and can be paid by credit card (plus a 3% handling fee) or such other payment method as agreed to by the Company, and only upon receipt of same will confirmation of rental be issued by the Company. The issuance of written confirmation to the Renter by the Company shall complete a binding contract between the Renter and the Owner. All payments are made to “CottageVacations.com.”

### 4. CHANGES IN ACCOMMODATION

Requests by the Renter for alternative accommodation may be provided at the sole and absolute 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 \$199.00 (plus HST) per week or part thereof. Requests by the Renter for an alternative rental period (without a change in Cottage selected) may be provided at the sole and absolute 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 \$99.00 (plus HST) per week or part thereof. In the event that the Company must change a booking for any reason after confirmation or where the reserved Cottage is withdrawn from the rental pool, the Company will make reasonable commercial efforts 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 Renter agrees to accept a full refund of monies paid to the Company. Any additional costs incurred due to cancellation or change in accommodation are the sole responsibility of the Renter.

### 5. CANCELLATION

Any cancellation made by the Renter must be in writing to the Company. Any cancellation greater than 90 days before Check In are entitled to a full refund, less a Cancellation fee of \$199.00. If the cancellation is within 90 days of check in, the Company will only issue a refund if they can successfully re-book the accommodation for the entire period booked, which re-booking is subject to the consent of the Owner, the Company shall refund to the Renter all monies paid less a cancellation fee of \$199.00 (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, which re-booking is subject to the consent of the Owner, the Company shall refund the monies paid relating to the re-booked period, less a cancellation fee of \$199.00 (plus HST) per cancelled week or part thereof. If the Company is unable to re-book the cottage, there will be no refund to the Renter.

### 6. SECURITY DEPOSIT

The Company shall be entitled to collect from the Renter a Security Deposit up to 20% of the value of total rental amount as security for any damage caused by the Renter. The Company reserves the right to be the final arbiter for any damage caused by the Renter and Renter Guests and will determine the amount of any full or partial payment to be deducted from the Security Deposit. The Security Deposit can be 100% forfeited should the Guest breach any terms of this Rental Agreement. The Security Deposit will be released less damages and other costs after the Guest has departed from the Property and the Company (or his representative) has had an opportunity to inspect it for any damage, which will be within seven (7) days after departure. In the event that damages, and other costs exceed the Security Deposit, the excess will be automatically charged to the Renter's credit card.

## 7. REPRESENTATION

The information contained in any printed materials or photographs is believed to be accurate at the time of publication. The Company reserves the right to make any changes to such materials which the Company deems necessary to more accurately reflect the Cottage property. The Company gives no warranty, express or implied, as to the state of the Cottage or otherwise and accepts no liability for any act, omission, or default on the part of the Owner or the Renter. All personal property at the Cottage, including but not limited to boats, motors, TV's, and other such amenities, are supplied at the discretion of the Owner as an added feature for the Renter. While every attempt will be made to ensure that such amenities are in working order for a Renter'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 Renter for the lack of use of these elements. The Renter agrees to notify the Company immediately of any deficiencies in the amenities provided.

## 8. OCCUPANCY

Any Renter who has guests at the property in excess of the pre-authorized number (specifically those named on the rental application form) shall be subject to either immediate eviction without refund or a \$250.00 (plus HST) per night per guest charge, at the absolute discretion of the Company and the Owner. The Company has a "no parties" or excessive noise policy and zero tolerance regarding this issue. Subletting of the Cottage is not permitted under any circumstances. Where separate parties will be occupying the cottage property at different time periods, Cottage Rental Application Forms must be completed by each such 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 the consent of the Company. Early arrival and/or late departure will result in a charge of \$200.00 (plus HST). **No fireworks or excessive noise are permitted.**

## 9. PETS

Bringing, or allowing, a pet at a 'no pet' cottage or bringing more pets than have been approved on your application will result in immediate eviction and the Renter will be charged a fee of \$350.00 (plus HST). The Company does not take responsibility for allergies or other conditions arising at any cottage, whether noted "no pets" or otherwise. Whether a Cottage may have a "no pets" policy does not mean that there have not been pets on/in the premises previously.

## 10. INVENTORY/HOUSEHOLD RULES/ CLEANING

**The Renter is expected to leave the Cottage neat and tidy and to have the living areas and cottage grounds left in the same conditions as they were upon their arrival, the renters are responsible for the tidying of the Cottage before they leave and removing their own garbage and recycling. Dishes are expected to be clean and returned to where they were found. The renters are not responsible for making of the beds and/or laundering towels/sheets. There will be a charge of \$25.00/bag for garbage and recycling left at the cottage.** Cleaning supplies are provided. Consumables are not provided unless otherwise mentioned in the listing. The Renter 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 charges to the Renter's credit card.

## 11. SAFETY

The Renter agrees to take reasonable precautions in their use of the Cottage. The Renter agrees that they are responsible for their own safety and that of their family, friends, guests and invitees. The Renter acknowledges and agrees that the use of any lakes, rivers, or other waterfront areas are not supervised by any lifeguards or other such persons and therefore any use of such waterfront areas by the Renter, guests or invitees is at their own risk. The Renter acknowledges that they are responsible for ensuring all boating regulations are observed, for having required safety equipment in the watercraft, and for complying with operator competency and licensing requirements. The Renter shall not permit anyone to swim, nor to operate any boat or watercraft while they are impaired by alcohol or drugs. It is the Renter responsibility to maintain a proper lookout at all times and to be aware of seasonal conditions such as ice and snow. In this regard, the Renter is advised and agrees to take all reasonable and necessary precautions which are appropriate to the season and climate conditions.

## 12. LIMITATION OF LIABILITY BY COMPANY AND OWNER

NEITHER THE COMPANY NOR THE OWNER WILL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR THE INABILITY TO USE THE COTTAGE FOR ANY PURPOSE WHATSOEVER. THE MAXIMUM LIABILITY OF EACH OF THE COMPANY AND THE OWNER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED IN AGGREGATE THE AMOUNT OF THE CONTRACT PRICE RECEIVED FOR THE RENTAL.

### 13. INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RENTER AGREES TO RELEASE, INDEMNIFY, AND HOLD THE COMPANY (INCLUDING THE COMPANY'S AFFILIATES, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, AND AGENTS) AND THE OWNER HARMLESS FROM ANY AND ALL LOSSES INCURRED OR SUSTAINED BASED UPON OR RELATING TO (A) ANY BREACH OF OR INACCURACIES OR MISREPRESENTATION IN ANY OF THE REPRESENTATIONS OR WARRANTIES OF THE RENTER IN THIS AGREEMENT, (B) ANY NON-FULFILLMENT OF ANY COVENANT IN THIS AGREEMENT BY THE RENTER, (C) THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE RENTER, (D) ANY BODILY INJURY, DEATH OF ANY PERSON, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE RENTER (INCLUDING ANY RECKLESS OR WILFUL MISCONDUCT), OR (E) ANY FAILURE BY THE RENTER TO COMPLY WITH ANY APPLICABLE FEDERAL, PROVINCIAL, OR TERRITORIAL LAWS, REGULATIONS OR CODES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, FOR GREATER CLARITY, ALL LOSS, INJURY, OR DEATH OCCURRING DURING THE RENTAL PERIOD OR ANY DAMAGES THAT OCCUR AS A RESULT OF RENTER GUESTS OR SERVICE PERSONNEL ENTERING THE PROPERTY DURING THE RENTAL PERIOD, SAVE AND EXCEPT IF SUCH LOSSES ARISE OUT OF OR RESULT FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACT OF THE OWNER OR THE COMPANY.

### 14. APPLICABLE LAW

The parties agree that this agreement 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 the Company and the Renter.

### 15. COVID-19 / STATE OF EMERGENCY LAWS AND REGULATIONS

The Renter agrees that any booking for a future rental with the Company is subject to unilateral cancellation by the Company in the event that a government mandated travel ban or a rental ban which would prevent such rental is in effect seventy-two (72) hours prior to the Renter's occupancy date. The Renter agrees to accept a full refund of the rental fees and payment for any days cancelled. The Renter and the Rental Party agree to abide by all applicable laws and regulations, including, without limitation, complying with any and all orders issued under the Emergency Management and Civil Protection Act, including but not limited to allowable group sizes, and the Renter is responsible for any fines or other impositions levied upon the Company or the Renter as a result of the Rental Party's violation of any applicable laws, regulations, bylaws, or orders.

### 16. RISKS OF INFECTION AND ILLNESS

The Renter and all members of the Rental Party hereby acknowledge and understand that they expressly agree to assume all risks of infection and illness which may manifest itself during Renter's occupancy of the Cottage property. There is no representation or warranty express or implied that surfaces of the rental property are virus-free. Any risk of infection is assumed by the Renter and its Rental Party. The Renter and the Rental Party understand and agree that the Company and the Cottage Owner are unable to warrant that the property or surfaces within the property are virus free as a result of other persons visiting the property, supplying services and/or materials to the property, or otherwise being on the property. The Renter and the Rental Party understand that personal contact with others while travelling to or from property as a vacation rental involves a certain degree of risk that could result in coming into contact with COVID, including the risk of illness, permanent disability or death.

### 17. ASSIGNMENT

The Renter may not assign, delegate or otherwise transfer any of his or her rights or obligations under this agreement without the Company's prior written consent. The Company may, without restriction, assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion.

### 18. PLURAL AND GENDER

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this agreement to such persons or circumstances as the context otherwise permits.

### 19. SEVERABILITY

If any provision of this agreement is invalid, illegal, void, or unenforceable, that provision will be deemed severed from this agreement and will not affect the validity or enforceability of the remaining provisions of this agreement.

## Security Deposit Guarantee

**You MUST provide 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, excessive internet usage, cleaning and/or garbage charges, damages caused by pets, and any other fees per the Terms and Conditions, caused during the term of my rental. Any and all charges by me or my guests who over hold and do not vacate on the day this rental agreement ends will be charged at 150% of the daily rate for each day of over holding. I understand that these costs will be charged to my credit card if deemed necessary. I, the cardholder, expressly consent and authorize the charging of my credit card.

Card number

MM / YY

CVV

Cardholder name

## ACCIDENTAL WAIVER PLAN

The mandatory Accidental Damage Waiver Plan ("ADWP") provided by Cottage Vacations is designed to provide coverage and peace of mind to our valued guests.

The ADWP Plan provides protection against accidental damage to the rented property during the guest's stay. It covers unintentional damages that occur as a result of normal use, excluding deliberate acts, negligence, or willful misconduct. (i.e. damaged Muskoka chair, wine spill, umbrella damage, dock ladder damage etc.)

Limitations and Exclusions: The ADWP Plan does not cover damages resulting from intentional acts, pet-related damages, theft, loss, vandalism, or damages caused by violation of rental policies, including but not limited to smoking, unauthorized parties, or excessive noise. Damage to personal belongings or vehicles is also not covered.

Reporting Damages: In the event of accidental damage, guests must report the incident to Cottage Vacations with photo evidence within 24 hours of the accident. Failure to report the incident may result in the denial of coverage under the Plan. Upon receipt of a damage report, Cottage Vacations will assess the extent of the damage and determine the necessary repairs or replacement. Guests may be responsible for a deductible, or a portion of the repair costs as determined by Cottage Vacations.

Plan Fee: A non-refundable fee of either \$99.00 or \$199.00 depending on the high season weekly rental rate. If the property's rental rate is \$5,000 p/week + HST or more the ADWP fee is \$199.00 and provides cover up to \$3000.00 of Coverage. If the property's rental rate is \$4,999 p/week + HST or less the ADWP fee is \$99.00 and provides up to \$1500.00 of coverage.

All Cottage Vacations guests acknowledge that they have read, understood, and agreed to the terms and conditions outlined in this clause.

**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. operating as Cottage Vacations 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.**

I agree to the terms and conditions

Signature

Print name

Date

**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.**