

# COTTAGE RENTAL AGREEMENT

dated the

\_\_\_\_\_ day of 20\_\_\_\_.

Between: Lakeside Home & Cottage Services – Managers for the cottage owner(s)

~and~

\_\_\_\_\_ - cottage renter(s)

Cottage Address: \_\_\_\_\_

Booking Date to Start: \_\_\_\_\_ 20\_\_\_\_ End: \_\_\_\_\_ 20\_\_\_\_

I/We, \_\_\_\_\_, acknowledge and confirm that I/we have read and agree to all terms & conditions of the rental agreement between Lakeside Home & Cottage Services on behalf of the cottage owner(s) and myself. With acceptance of the application and agreement from Lakeside Home & Cottage Services, I/we understand that a binding contract will be in force between myself and the cottage owner(s).

I/We do agree to be responsible for any and all damages caused by myself or anyone that does visit the cottage as a guest. I/We agree that all furniture, fixtures, chattels, fittings and effects in or about the rented cottage and its premises will be left in the same condition and state of repair as at the commencement of the booking start date at the rented cottage.

I/We agree to leave the cottage rental in same clean condition and order to which it was at booking commencement or a cleaning charge of \$85.00 minimum will be deducted from the damage deposit, plus \$55.00 administration fee and any taxes that would be applicable.

I/We agree to remove all garbage, including pet clean-up garbage, all recycled items and bottles upon departure.

A non-refundable \$50.00 plus applicable taxes as a booking fee will be required by Lakeside Home & Cottage Services at the time that the cottage rental is confirmed booked and accepted.

Lakeside Home & Cottage Services will endeavor to collect all the information with regards to the cottage and that the cottage rental is suitable for the purpose of renting. Lakeside Home & Cottage Services does not warrant or guarantee the quality of the cottage rental and the renter(s) do have that right to request and conduct a complete property inspection prior to proceeding with the application and cottage rental agreement.

The cottage renter(s) does agree and consent to Lakeside Home & Cottage Services conducting and/or verifying all credit information and references that have been provided by the cottage renter(s) on the application. The cottage renter(s) do have the right to provide to Lakeside Home & Cottage Services a full credit history report with the application.

The cottage renter(s) does agree not to exceed the total maximum number of guests occupying the cottage rental beyond what was on the information provided on the application, including the maximum total of pets allowed at the premises.

The cottage renter(s) does agree that the cottage rental will be solely for the purpose of a vacation holiday and that no commercial or other activity shall be carried on at the cottage rental.

Lakeside Home & Cottage Services and/or the Owner(s) shall be allowed access to the cottage rental at any reasonable time between the hours of 8 AM and 8 PM during any cottage occupancy for the purpose of any repairs/maintenance or inspection for ongoing renting purposes.

The cottage renter(s) does agree to supply all bedding and linens for their personal use. To include sheets, pillow cases, towels, dish towels, etc.

Lakeside Home & Cottage Services will insist on the cottage renter(s) to vacate the cottage rental & premises immediately and forfeit the balance of the prepaid rent, if at anytime there is repeated complaints from other neighbouring cottages regarding rowdiness and noise in excess and interfering with others' reasonable enjoyment of their cottages.

The cottages are often visited by mice, squirrels, raccoons, snakes, insects that fly such as black flies and mosquitoes, and crawling insects such as spiders and wood roaches, as the cottages are in the country and these creatures are a part of the country and nature. Precaution will be taken to prevent these creatures from visiting and entering the cottages. Very often Mother

Nature circumvents all man-made obstacles. Lakeside Home & Cottage Services will not accept such irritations as grounds for cancellation of a rental cottage and/or any portion of refund or monies due to the above.

Cottage renter(s), if there is any concern about the drinking water at the cottage rental, we suggest and recommend that you supply your own.

**New rules & regulations as of September 15<sup>th</sup>, 2009 are in place that govern operating boats and will be enforced. It is the cottage renter's responsibility to obtain any certificates required and to know the rules of safe boat operation. For more information on your legal obligations, we invite you to visit [www.ccg-gcc.gc.ca](http://www.ccg-gcc.gc.ca) or call 1-800-267-6687.**

#### FEES:

A NON-REFUNDABLE FEE OF \$50.00 PLUS APPLICABLE TAXES DUE WHEN COTTAGE RENTAL IS CONFIRMED BY LAKESIDE HOME & COTTAGE SERVICES.

A \$ \_\_\_\_\_ DAMAGE SECURITY DEPOSIT IS REQUIRED (for each week of cottage rental) PAYABLE BY CERTIFIED CHEQUE, MONEY ORDER, E-MAIL TRANSFER OR DEPOSIT TO COMPANY BANK ACCOUNT IN TRUST.

A MINIMUM CLEANING CHARGE OF \$85.00 PLUS \$55.00 ADMINISTRATION FEE PLUS APPLICABLE TAXES WILL BE CHARGED IF COTTAGE RENTAL IS NOT LEFT IN THE SAME LIKE CONDITION AS IT WAS FOUND UPON COMMENCEMENT, OR IF ANY GARBAGE IS NOT REMOVED UPON DEPARTURE. THE APPLICATION AND COTTAGE RENTAL AGREEMENT AND ALL PAYMENTS ARE REQUIRED TO FINALIZE AND CONFIRM BOOKING.

ANY WEEKEND BOOKINGS MUST BE PAID IN FULL UPON CONFIRMATION AND BOOKING. ANY NSF CHEQUES WILL BE SUBJECT TO A \$55.00 PLUS APPLICABLE TAXES FEE. ALL PAYMENTS MUST BE MADE IN CANADIAN FUNDS.

ACCEPTED PAYMENT METHODS ARE: CERTIFIED CHEQUE, MONEY ORDER, DIRECT DEPOSIT TO COMPANY BANK ACCOUNT, E-MAIL TRANSFER.

#### CANCELLATION POLICY:

- (a) Should the cottage rental be struck by disaster or if it's sold prior to occupancy, all contracts will be considered NULL and VOID and payment refunded.
- (b) If cottage renter(s) wishes to cancel the agreement, he must notify Lakeside Home & Cottage Services in writing and the following procedures and policy will apply to all cancellations. If the cancellation is six weeks or more from the beginning of the cottage occupancy date, Lakeside Home & Cottage Services will refund all monies paid, minus the initial booking charges and the cancellation fee of \$75.00 plus applicable taxes. Should the cancellation be six weeks or less from the time of commencement of the cottage date of occupancy, Lakeside Home & Cottage Services will make every attempt to rebook the cottage rental for the same time period.

Should Lakeside Home & Cottage Services be successful in re-booking the cottage for the same time period, a refund of all monies paid, minus the initial \$50.00 plus applicable taxes and \$50.00 cancellation fee plus applicable taxes will be given. If however, Lakeside Home & Cottage Services was only able to rebook a portion of the same time period, then a refund only for that portion less the same fees will be withheld.

If Lakeside Home & Cottage Services were not successful in rebooking for the same time period, then all monies paid by the cottage renter(s) will be non-refundable.

#### SECURITY DEPOSIT:

- (a) **The security deposit will be retained until the cottage owner has had a reasonable time to inspect the cottage and any bills that are over and above the rental agreement (e.g. cottage phone, if applicable) have cleared (normally 4 weeks is sufficient).**
- (b) **The security deposit will be held in trust and will not be used unless there is a valid claim relating to cleaning, damages, etc., this will be returned to the cottage renter(s) within 4 weeks.**  
**The cottage renter will be responsible for any damage in excess of the security deposit.**

#### COTTAGE TELEPHONE:

If a cottage telephone is available and active, the security deposit will be held in trust until the cottage owners' telephone bill has cleared. Cottage renter(s) are asked to use long distance calling cards or to call collect. If the cottage owner's telephone is used to make long distance phone calls, the security deposit will be used to pay any charges plus a fee of \$50.00 plus applicable taxes will be deducted from the security deposit.

CLEANING & GARBAGE:

- (a) The cottage renter(s) will be responsible for the removal of all garbage, recycle items, etc. from the cottage upon departure.
- (b) The cottage renter(s) will be responsible for leaving the cottage in the same clean condition and order as it was upon entering the cottage. This includes any removal of food in fridge & freezer, and all pet clean up, if applicable.

**If any of the above conditions are not met, a minimum of \$85.00 will be deducted from the security deposit, plus a \$55.00 administration fee, plus any applicable taxes.**

**The cottage renter does acknowledge and confirm that the entire cottage rental agreement has been read and fully understood and agreed upon.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Per: \_\_\_\_\_  
Cottage Renter(s)

Per: \_\_\_\_\_  
Agent for the Cottage Owner  
Sandra Thornton, President  
*Lakeside Home & Cottage Services*