

GENERIC SHORT TERM RENTAL AGREEMENT

Property Location: Town of Blue Mountains

Made and entered into this _____, 2009, between _____, OWNER, and _____, hereinafter called RENTER.

Whereby OWNER agrees to said RENTER the property located and known as Chateau Ridge on the following terms and conditions:

TERMS OF THE RENTAL AGREEMENT:

1. Rental rate for period: Check-in time **4:00 p.m.** _____, 200__ to Check-out time **11:00 a.m.** _____, 200__ . **Please follow these times as our cleaning person has a schedule to maintain and any delays will result in additional costs to you.** Rental fee is \$ _____. If cost of damages exceeds the deposit of record, RENTER agrees to pay difference immediately upon receipt of invoice from OWNER. The unit shall be left in a state whereby excessive cleaning is not required. If the charge to clean this unit exceeds the standard price (which is included in the rental fee) then the difference shall be covered by the RENTER.

2. Security deposit against damages in the amount of \$_____ is required with your rental payment. Upon inspection of the premises and return of the parking tags and key cards, OWNER determines the security deposit to be refunded. Refund due will be mailed to RENTER by cheque, no later than Wednesday following the RENTER'S departure unless alternate arrangements have been made between the OWNER and RENTER.

Rental/security fee is payable by direct deposit into account (number to be provided). The deposit in the amount of \$_____ confirms your reservation. The balance in the amount of \$_____ is due _____. This amount includes the rent and security deposit.

3. If the RENTER cancels this agreement, 45 days or less from the commencement of the rental date, the RENTER agrees that the full deposit of \$_____ be retained by the OWNER. If the RENTER cancels this agreement, 30 days or less from the commencement date of the rental, the RENTER agrees that the full amount (rental fee \$_____) will be retained by the OWNER. The security deposit (\$_____) will be returned.

4. The RENTER understands that the check-in time is 4:00 p.m. and check-out time is 11:00 a.m.

5. 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. Damages will not include normal wear and use.

6. The RENTER may not sublet or transfer this agreement.

7. The OWNER or designated agent may enter the premises at reasonable times, with or without notice, for the purpose of making repairs and inspections.

8. The OWNER shall not be responsible for any accident or injuries occurring to the RENTER or guests or the RENTER on this property or premises.

9. The RENTER must be present at all times while guest are on the rental property.

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10. The RENTER hereby agrees to reimburse the OWNER for any penalty that may be imposed on the OWNER by any court BY REASON OF ANY VIOLATION UPON THE PREMISES THROUGH FAULT OF THE renter herein, his/her family or guests.
11. The RENTER hereby agrees in signing this document that they will assume all responsibility and liability in the use of **bunk beds**. Linens will be supplied for the bunk beds, however the bunk beds will not be made and it will be the responsibility of the RENTER to make and strip the linens from the beds.
12. RENTER agrees to comply with the following RULES AND REGULATIONS affecting the area and rental premises:
- a) **PETS NOT ALLOWED**. If pets have been allowed into the unit then a **\$100.00** will be charged and deducted from the security deposit.
 - b) **NO SMOKING**. If smoke is detected as a result of tobacco smoke then a **\$100.00** will be charged and deducted from the security deposit.
 - c) Telephone service is provided for local calls. The service will not allow for long distance calls. The phone number is _____.
 - d) Shooting fireworks and firearms including slingshots is prohibited.
 - e) Occupancy shall not exceed more than 6 persons Chateau Ridge / 8 person Mountain Walk. **Having any more persons in the unit is considered a breach of contract and we then have the right to ask the tenants to leave without reimbursement.**
 - f) Occupancy of the premises shall be sufficiently quiet and peaceful so as not to disturb other residents and their guests in the neighborhood. **Excessive noise that causes a disturbance to other residents will be considered a breach of contract and we then have the right to ask the tenants to leave without reimbursement.**
 - g) Chateau Ridge only - There are extra boards for the dining room table in the kitchen closet. If the dining room table needs to be moved out from the wall, 2 people are required to move it; otherwise the table legs will break. Please return to original position. A charge will be deducted from deposit if not moved back to original position, since a second person will have to be hired to come in move it back.
 - h) Sheets (1 set per bed) and bath towel sets (1 set per person to a maximum of 6 Chateau Ridge, 8 Mountain Walk) are supplied by owner. There is no laundry or maid service. Washer and dryer are provided.
 - i) Dishwashing tablets, liquid dishwasher soap, liquid hand soap, 1 paper towel roll and toilet paper (2 rolls per washroom) are provided. There is no replenishing service.
 - j) Renter is asked to wash all dirty dishes, glasses and strip all used bedding before leaving premises.
 - k) **2** key cards will be provided. After check out, **the key cards must be received by the OWNER within 10 days**, or you will forfeit the security deposit. Please return by mail unless asked otherwise. The mailing address is located at the bottom of the agreement.
 - l) **For Chateau Ridge 2** Parking tag(s) will be provided to allow the RENTER to park **2** vehicle(s) on the premises. There is a designated parking spot for the unit. If you have more than one vehicle there is also room for visitor parking in the same lot for 1 other vehicle. Please note that vehicles that do not have visible

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tags or are parked in an incorrect spot will be towed away at the RENTER's expense. Parking tags not required for Mountain Walk.

- m) After check out, the parking tags **must be received by the OWNER within 10 days** or replacement costs **(\$25.00 each)** will be deducted from security deposit. Please return by mail unless asked otherwise. The mailing address is located at the bottom of the agreement.
13. Before vacating the premises, the renter shall ensure that:
- a) The dishwasher has been run and all the dishes are clean.
 - b) The garbage and recycling have been taken out and placed in the bins provided.
 - c) Any furniture that has been moved has been put back to its original location.
 - d) The used sheets have been stripped from the beds and all dirty laundry has been placed in the laundry basket that can be found in the closet.
 - e) The windows are closed and locked.
 - f) In the winter the heat has been lowered to 15 C.
 - g) In the winter the electric baseboards are turned off.
 - h) In the summer the A/C has been turned off.
 - i) All the lights have been turned off.
14. OWNER is not responsible for damages to the RENTER's personal property resulting from lightning, rain, flood or other natural disasters.
15. The unit is equipped with both a smoke detector (that only goes off in the unit) and a heat detector that is connected to the entire building. The smoke detector is there to detect smoke (ie burnt toast) and the heat detector is there to detect a true fire and to notify occupants in the other units. If the heat detector goes off, the fire department is notified. In the common area (hallway) outside the unit there is both a smoke and heat detector which are directly wired to the fire department. In the event that the fire department is called to the premises a \$300.00 charge is applied to the offending unit. Therefore, in the event you have i.e. burning toast in the unit, open the windows to air out the premises and not the door to the hallway.
16. If the RENTER violates any of the conditions of this agreement, or limitations outlined, the OWNER may terminate this agreement and enter the premises by force or statutory proceedings, in which case any moneys paid by the RENTER will be forfeited by the RENTER as liquidated damages.
17. The RENTER certifies that he/she has carefully read the limitations the OWNER has set forth in this contract, including limitations on the number of person permitted to occupy the premises, and agrees that if specified limitations are exceeded without the written consent of the OWNER, the OWNER shall have the right to cancel this agreement. In the event that it becomes necessary to cancel this agreement as provided for in this cause, any monies paid by the RENTER will be forfeited as liquidated damages.
18. **Please Note:** Key cards may be deactivated if stored near cell phones and electronic devices.

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MY SIGNATURE CERTIFIES THAT I HAVE READ AND I AM IN AGREEMENT WITH THE TERMS SPECIFIED IN THIS RENTAL AGREEMENT.

Renter signature: _____ Date: _____

Printed Name: _____

Address: _____

Telephone: _____

E-mail address: _____

Number of adults in party (including RENTER): _____

Number of children: _____

Owner signature: _____ Date: _____

Printed name: _____

Address: _____

Telephone: _____

Deposit will be returned either by email transfer or cheque by mail. Please specify your preference: _____

Please sign this copy and return. Don't hesitate to contact me if you have any questions.

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