

# RENTER AGREEMENT for {PNAME}

This Renter Agreement is made and effective from the date of booking until departure between Owner and Guest for cabin rental located at:

Charleston Lakeside Retreat  
40 Greer Point Lane,  
Lansdowne, ON K0E 1L0

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Check in time is between 3pm & 9pm. Cabins and staff are not ready to accommodate guests prior to 4pm. Guests who arrive early will be asked to leave the property and return during appropriate hours.
2. Check out is by 11am. Guest agrees to vacate both the cabin and the property completely by 11am. Prompt check out is important to running our operation smoothly.
3. Guest agrees not to enter the premises if they have had recent contact with a confirmed case of COVID-19, have been diagnosed with COVID-19, or are experiencing any of the following signs: fever, coughing, shortness of breath. Guest agrees to immediately inform Owner and vacate the premises immediately if any of signs of illness or are diagnosed with COVID-19 during their stay.
4. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests 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 in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
5. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. There is a maximum of 5 adults per cabin (balance may be seniors or children). No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.** Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair.
6. Charleston Lakeside Retreat is a small retreat with 6 cabins and owner home. It is a place where guests come to enjoy time with one another in a quiet setting. We welcome children and invite our guests to enjoy themselves. Excessive noise and inconsiderate

behaviour will not be tolerated at any time. Quiet hours are observed between 10pm & 8am. If you are playing music - our other guests should not be able to hear it.

7. In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection, Reservation Deposit, Rental Fees, or processing fees are non-refundable. A rebooking credit will be made available for a period of up to 12mos for cancellations made no fewer than 2wks prior to scheduled arrival date.
8. If the booking is made more than 10 days in advance of the arrival date, a payment of 50% is taken by Owner at the time of the booking. Any remaining balance must be paid 10 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 10 days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check.
9. 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 the Guest's credit card for the amount of \$300 exactly 1 day prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send \$300 by etransfer to the Owner to satisfy the Security Deposit requirement. 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 five (5) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.
10. Regular payments and security deposits for the booking will be displayed as **Charleston Lakeside** on the Guest's credit card statement.
11. **Pets are NOT permitted on the property or in the cabin for any length of time.** Any pet(s) found in or about the Rental Property will be grounds for expedited eviction, a potential \$300 cleaning fee, and forfeiture of all monies paid.
12. No refunds will be provided due to inoperable appliances, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.
13. Cellular signals are present, but can be weak on the property depending on your service provider. Wifi is included with your reservation. Service is reasonable, but can be

weak/spotty during busy periods. It is not suitable for video streaming. In the case of emergency, reception telephone is available upon request. If reception is closed, there is a pay phone across the street at Twist's Outlet.

14. When using BBQs, guest agrees to turn off all burners and propane tank when not in use and notify Owner if tank becomes low/empty.
15. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
16. Guest agrees not to trespass on surrounding property. The small drive that passes through Owner property is a right of way to a small number of private cottages beyond the retreat and is not available for public or guest use.
17. Please consider wearing a facial mask when visiting local public establishments to help reduce spreading disease from one community to another.
18. Please respect physical distancing at all times while on the property and exercise patience. Dock use is limited to one family at a time. Wait until the docks are available before proceeding. There are two docks available on the property.
19. Boat/watercraft use and life jackets are not available to Guests this year due to government COVID-19 guidelines. Guests are welcome to bring their own, but are responsible for ensuring other guests do not share this equipment.
20. A maximum of one motorized boat/trailer is permitted per cabin and is subject to availability. Please inquire at time of booking. Electricity is supplied at the dock to charge your battery. NO SEADOO's.
21. **Warm blankets are provided. Bed linens and towels are not provided. Guests are asked to bring their own. Please contact Owner or review listing for bed sizes.** Sheets and towels are available for rent for guests requiring this service. Please arrange in advance where possible.
22. This is a self-catering cabin. Guests are expected to clean up after themselves and leave the cabin in the clean and tidy condition it was found. All dishes should be washed and put away. Garbage should be deposited in dumpster. For weekend stays, recycling bin can be brought up to reception at time of check-out. For weekly stays, guests are asked to sort recycling and deposit in appropriate bins in designated area. If you brought it here - take it with you. Cleaning fees will be deducted for non-compliance from security deposit at the discretion of the Owner.
23. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide an opportunity to rebook for up to 12 months or offer a complete refund. Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the boating equipment, swim area, etc.
24. Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.

25. Agreement shall be enforced under the laws of the province of Ontario, including any applicable rental acts of that province, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the township within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.
26. The Rental Property offers access to recreational and water activities, including but not limited to boats and swimming. Guest fully understands and acknowledges 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. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or 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. Guest 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. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

**NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has 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 property, boats. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that contagious disease, outdoor, mountain, water, and camping activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Riverbanks, streams, 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 camping, 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 28 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in

my charge and visit the property and equipment and engage in activities or events at my own risk.

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

- The 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 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 property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner 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 property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with all applicable laws and regulations.