

RENTER AGREEMENT for {PDISPNAME}

This Renter Agreement ("Agreement") is made and effective {BCRE} ("Agreement Date") between Charleston Lakeside Retreat ("Owner") and {CFULL} ("Guest") regarding the property known as {PDISPNAME} ("Rental Property") which is located at:

{PADDRM}

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 owners are not ready to accommodate guests prior to 3pm. 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. Additional fees will be billed to your account for late checkout at a rate of \$50/hour (or portion thereof) after 11am.
3. **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 and forfeiture of all monies paid. A cleaning fee of \$300 will be billed if the pet has been found to enter the building.
4. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guest 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 cabin as stated on the web site or the listing**, without prior approval by Owner. All cabins are limited to a maximum of 4 adults (balance of cabin capacity may be children under 16yrs or seniors). Government ID may be requested where applicable. Breach of this rule may result in immediate eviction of all parties without refund, or **additional fees billed** to your account for unauthorized individuals as follows: \$120/person for each additional guest on the property. (Fees apply per day or portion thereof and includes visitors). Packing too many people into a cabin often results in damages, excessive noise, reduced privacy for our other guests, and is too taxing on our well and septic systems. (Children over 2yrs count towards cabin capacity).
6. Tents and camper trailers are not permitted on site.
7. The docks are to remain clear of personal items, boating equipment, etc. at all times. Items left on the dock present a tripping hazard to other guests.
8. 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.
9. 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.
10. Charleston Lakeside Retreat is a small retreat with 5 cabins and owner home. It is a place where guests come to enjoy time with one another in a quiet setting. Excessive noise, inconsiderate behaviour and/or illegal activity will not be tolerated at any time. Quiet hours are observed between 10pm & 8am. This is a radio-free establishment.
11. Guest understands that smoking & vaping are not permitted inside the cabin(s). Littering of cigarette butts is both a fire hazard and is unsightly. Ashtrays are provided on each cabin deck. Please use them.
12. A fish cleaning station has been provided by our east dock. Fish cleaning is not permitted inside the cabin(s). All entrails should be brought back to the lake or buried at least 1' deep at the shoreline. **Do not deposit entrails in the garbage.**
13. 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. Guests are responsible for adhering to all [government guidelines and regulations](#).

14. In the event the 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 cancellations made no fewer than 10wks prior to scheduled arrival date. Rebooking credits must be used within 12 mos of original reserved dates. Refunds will not be granted for early departures.
  - i Refund Exceptions Regarding COVID-19:
    - n If the cabin is legally unavailable to primary Guest due to government COVID lockdown restrictions, refunds will be honored.
    - n Refunds will be honored for COVID illness only if the primary booking party is able to prove government certification forms demonstrating complete vaccination status 2wks prior to and including reservation dates. A doctor's note verifying COVID infection for the period of the reserved dates is also required. Refunds will not be granted for accompanying guests who have fallen ill. COVID is a known risk at this time. Travel insurance is recommended. A \$50 administration fee applies to all reservation changes/cancellation.
15. The Guest making the reservation must be present at check in to receive cabin keys. Reservations cannot be made for other persons. Reservations are non-transferrable.
16. If the booking is made more than {BSPDAY} days in advance of the arrival date, a non-refundable reservation deposit of {BFPPOA} is taken by Owner at the time of the booking. Any remaining balance must be paid {BSPDAY} 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 {BSPDAY} 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.
17. 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 {BSDAMT} exactly {BSDRS} day(s) 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 {BSDAMT} by check 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 fees, smoke odor removal, trash removal, 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 or replacement.
18. Regular payments and security deposits for the booking will be displayed as {PCCSTEXT} on the Guest's credit card statement.
19. 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 liability as a result of this unavailability is provide the Guest with an option to rebook or obtain a refund. Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability.
20. 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, inclement weather, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.
21. Guest agrees to indemnify Owner from and against liability for injury or illness 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 property, cabins, boating equipment, swim area, etc.
22. Cellular signals are present, but can be weak on the property depending upon 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.
23. 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.
24. Guest agrees not to trespass on surrounding property. The small lane 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. (The lane passes immediately through their back yards and they appreciate their privacy).
  25. Children must be under the direct supervision of a responsible adult at all times. Please be considerate of other guests who may be enjoying their privacy and a peaceful vacation. Shared yard and docks are available for use - neighboring properties and posted areas are not.
  26. Guests must respect physical distancing at all times while on the property.
  27. 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.
  28. 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. Seadoo's are not permitted at this establishment.
  29. Heaters, fans and air conditioners have been provided for your comfort. Our seasonal cabins are over one hundred years old. The provided air conditioner will help to take the temperature down 2-3 degrees IF you are careful to keep the doors, windows and curtains closed. Extreme temperatures will be felt. Please dress accordingly.
  30. **Bed linens, towels & paper products are not provided.** Guests are asked to bring their own. Please contact Owner or review listing for bed sizes. One set of sheets and bath towels per person are available to rent for guests requiring this service (to be changed out weekly). Please arrange in advance where possible. **Pillows, comforters and warm blankets are provided.**
  31. You have booked 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. Recycling should be sorted into appropriate blue bins at the road by reception. 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 at a rate of \$65/hr or portion thereof.
  32. 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.
  33. 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.
  34. 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 25 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.