

# **Rental Agreement**

Name of Primary Renter:	
Address:	
Phone:	
Email:	-
Names of all other guests:	

#### **Terms and Conditions**

These Terms and Conditions clarify Cedar Grove Camp and it's owners' obligations to The Renter, The Renter's obligations to The Owner(s), and in the very unlikely event of any disputes, will be used as the basis for any resolution. Please read them carefully.

Acceptance of these Terms & Conditions binds a contract between the following two parties:

The Rental Applicant (The Renter) and The Property Owner (The Owner)

### 1. Party Members

All persons listed on the Rental Agreement or added subsequently by The Renter will be bound by the terms of this agreement. Occupancy of the property is restricted to those names listed on the Agreement or added subsequently by The Renter. The Rental Applicant is considered to be the Lead Renter and will assume full responsibility for all members of the Rental Group throughout the rental period. The Rental Applicant must be 21 years of age or older. Information or instructions relating to this rental will be communicated to the Rental Applicant only.

## 2. Payments

The balance of payment will be required at check out. Cash, debit, credit card or e-transfer payments accepted.

# 3. Occupancy of the Property

The guests occupying the Property is strictly limited to those named on the Rental Agreement. Exceeding the number of stated and agreed persons will result in immediate eviction without refund, or additional charges at the discretion of the owner.

## 4. Condition of the Property / Security Deposit

The Property will have been inspected prior to occupation and therefore The Renter undertakes to:

- Notify The Owner immediately with regard to any damage and/or maintenance issues that require attention.
- Keep the Property and all furniture, fixtures, fittings, chattels and effects in or about the Property in the same state of repair and condition as found at the commencement of the Rental.
- The Renter shall leave the Property in the same state of cleanliness and general order in which it was found. Failure to do so to the satisfaction of The Owner will result in a damage/cleaning charge being levied.

Damages to cottage or equipment will be levied at fair evaluation. This includes damages to cottage fixtures and equipment, linens, boats, and other property that is beyond normal wear and tear.

A \$300 charge will apply if cleaning at departure is in excess of 3 hours of labour.

Check out is 10:00 am unless otherwise agreed upon. Late checkouts will be subject to a \$300 fee or (forfeit of security deposit refund).

A \$300 security deposit by means of credit card will be retained at the time of booking. Charges will be applied for any damages; excessive cleaning charges; late check out; or smoking inside cottages. Renters will be notified if charges apply. Refund of deposit will be provided within 2 days of departure.

#### 5. Pets

Pets are permitted on property if stated in the rental agreement. Pets are the responsibility of their owner and must be under control at all times. Guests are required to clean up after their pet. Cedar Grove Camp reserves the right to enforce leashing of any pet. Pets are not permitted on the furniture. Additional charges may be applied for extraordinary clean up on property or in cottage.

Cedar Grove Camp will not be responsible for any accidents or injury to property, other pets, or guests resulting from any animal.

## 6. Smoking

Smoking is not permitted inside the cottage. A \$300 fee will apply if smoking occurs inside the cottage.

# 7. Equipment and Facilities Provided

Equipment and facilities are provided at the discretion of The Owner and whilst every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders non-essential element unusable, the Owner does not take responsibility for providing alternate equipment. The equipment and facilities referred to include (but are not exclusive to) such items as watercraft, motors, cottage supplies.

The Renter must report any inoperative or defective equipment to The Owner promptly. The Owner will make every reasonable effort to have repairs or replacements made as soon as possible.

#### 8. Boats and Motors

Boat and motor rentals will be subject to providing proof of boating license or completion of Proof of Competency Checklist; completion of waiver; and overview by Cedar Grove Camp staff. Boating violations or misuse may result in termination of boat rental without refund.

#### 9. Linens

Guests are required to identify if they do not have adequate bedding (sheets, pillow cases) for their cottage rental and will be required to rent linens from Cedar Grove Camp.

#### 10. Refunds

If a breakdown should occur to fundamental elements such as water systems, plumbing and electrical systems, and major appliances such as stove or refrigerator, every effort will be made to repair or replace, or an appropriate refund will be made for the inconvenience caused. This does not apply to system breakdown caused by misuse, such as plumbing blockages caused by inappropriate use of sanitary facilities. The Owner is not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather or other circumstances beyond his control. Similarly, there

will be no refunds for inclement weather, changes in water levels, conditions at neighboring properties, or any nuisance afforded by the natural elements of the location such as flying insects or the animal population.

# 11. Other Conditions of Booking

The Renter shall abide by these Terms and Conditions of Rental; any other instructions contained in the individual Cottage Guide and any additional information and instructions supplied by Cedar Grove Camp owners or staff.

LIMITATIONS OF LIABILITY: The Renter represents, warrants, acknowledges and agrees with The Owner that he/she will use the Property and its facilities in accordance with The Terms and Conditions above and the Information provided and that he/she does so at his/her own risk and that he/she indemnifies and saves The Owner harmless from any personal injury, sickness or death, loss or damage, however caused, to person or property of The Renter, his/her family, or guests, before during or after the time of occupancy. Further, he/she accepts full responsibility for the use of the Property and any recreational equipment such as boats and motors, etc. and agrees to pay for any damage of said equipment, other than for normal wear and tear. The Renter further acknowledges he/she is responsible for ensuring all Boating Regulations are observed, including having required safety equipment in the watercraft, as well as meeting current Operator Competency Requirements.

Signature	Date

#### **COVID-19 Guest Code of Conduct**

All guests must follow emergency order guidelines as set out by the Government of Ontario. Current information can be found at www.ontario.ca/page/emergency-information

## Expectations:

- 1. All guests are expected to practice personal hygiene and wash their hands frequently.
- 2. All guests are to comply with the gathering restrictions and social distancing requirements as set out by public health officials.
- 3. All guests agree to comply with the emergency orders set forward by the Province of Ontario.
- 4. Guests are to be respectful of the space of others around them, and leave room for others when using shared areas such as the beach, docks or while in the water.
- 5. Guests are responsible for cleaning and disinfecting shared equipment such as canoes and kayaks after each use.

I	acknowledge that I am to
comply with all of the items listed above during my stay at Cedar Grove Can	- 1p

## **Limitations of Liability**

Cedar Grove Camp has put in place preventative measures to reduce the spread of COVID-19; however, Cedar Grove Camp cannot guarantee that you or any member of your party will not become infected with COVID-19. Further, your stay at Cedar Grove Camp could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or any member of my party may be exposed to or infected by COVID-19 by visiting Cedar Grove Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Cedar Grove Camp may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Cedar Grove Camp employees, volunteers, and other guests staying at Cedar Grove Camp.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to members of my party or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or members of my party may experience or incur in connection with my stay at Cedar Grove Camp. On my behalf, and on behalf of the members in my party, I hereby release, covenant not to sue, discharge, and hold harmless Cedar Grove Camp, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Cedar Grove Camp, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my stay at Cedar Grove Camp.

Camp.	
Print Name:	-
Signature:	Date: