



**SOUTH MUSKOKA
REALTY** Ltd, Broker

COTTAGE SALES & RENTALS

3 Twyford Road, Toronto, Ontario, Canada, M9A 1V6

Phone: 416-239-6860; Fax: 416-239-1037

Email: south.muskoka.realty@sympatico.ca

Visit our Website: www.southmuskokarealty.com

COTTAGE BOOKING TERMS & CONDITIONS

2007

1. **General:** The Cottage is owned by the "Owner" and is offered by South Muskoka Realty Ltd, Broker, operating as South Muskoka Realty Cottage Sales & Rental Service ("SMR") as holiday accommodation for the vacationer ("the Holidaymaker") for the period and upon the terms set out in the Cottage Rental Booking Form. These Cottage Booking Terms and Conditions are deemed attached to and form part of the Cottage Rental Booking Form.
2. **The Cottage Owner can be contacted through SMR as follows:**
 - South Muskoka Realty Ltd
 - 3 Twyford Road, Toronto, Ontario, Canada, M9A 1V6
 - Phone: 416-239-6860 Fax: 416-239-1037 After Hours Cell: 416-464-1393
 - Email: south.muskoka.realty@sympatico.ca
 - Website: www.southmuskokarealty.com
3. **Cancellation:** Any cancellation by the Holidaymaker shall be in writing and mailed, emailed or faxed to the Owner at the above address. On receipt of such written notice of cancellation, the Owner will use its best efforts to rebook the accommodation for the entire period of the booking as set out in the Holidaymaker's Cottage Rental Booking Form.
 - a) Upon any cancellation of the vacation rental as per the Cottage Rental Booking Form, the Holidaymaker will remain responsible for the total rental amount.
 - b) Only if the Owner is successful in rebooking the accommodation as per the Cottage Rental Booking Form, the Owner will refund to the Holidaymaker all monies paid by the Holidaymaker, less a 25% administration charge.
 - c) The Owner and SMR recommend that all Holidaymakers arrange for Travel & Cancellation Insurance.
4. **Maximum Number of Persons Using the Cottage -** The Cottage (septic, water supply, etc) is designed to accommodate a maximum number of people. The number of people present

overnight (including guests) shall not exceed the following maximum number of people (including children), unless previously approved in writing by the Owner:

The Folly & Folly Petite: Maximum of ten (10) people.

Rock In: Maximum of ten (10) people.

Bemans Point: Maximum of ten (10) people.

Lambs Quarters: Maximum of eight (8) people.

Shoreside: Maximum of eight (8) people.

The Willows: Maximum of eight (8) people.

The Hideaway: Maximum of six (6) people.

- a. **The Holidaymaker undertakes that only the agreed number of persons will occupy each cottage and whose details have been disclosed on the Booking Form. The owner & SMR reserve the right to refuse entry to the entire party if this condition is not met.**
 - b. **The Owners & SMR reserve the right to restrict the maximum number of people in its absolute discretion.**
 - c. **Holidaymakers who contravene the maximum number of people will be subject to immediate eviction without refund or an additional nightly charge of \$250.00 per person, at the discretion of the Owner or SMR.**
 - d. **No subletting of the Cottage is permitted.**
 - e. **No camping, tenting, or R.V's are permitted on the Cottage Property without the prior written consent of the Owner or SMR. No hydro hook-up for RV's, boats etc.**
 - f. **NO SMOKING is permitted inside the Cottage.**
 - g. **The Holidaymaker is fully responsible for the actions of any Guests during the cottage rental.**
5. **Access by Owner - the Owner or its agent shall be allowed access to the Cottage at any reasonable time during any vacation and to make repairs as may be required.**
 6. **Repair - the Holidaymaker shall keep the Cottage and all furniture, fixtures, boats & motors, canoes, chattels, fittings and effects ("furniture") in or about the Cottage in the same state of repair and condition as at the start of the holiday, and shall leave the cottage as clean and general order in which it was found, and not to remove any furniture from the Cottage Property. Failure to do so, or advising the Owner of any damage or repairs required or incurred during the Rental, may result in an excess damage / cleaning charge being levied.**
 7. **Inventory and Cottage Information - An Inventory list will be available at each cottage prior to occupancy; the Cottage Information Sheet and Cleaning Check List, all form part**

of this Cottage Rental Agreement and are available at SMR's offices for your review prior to confirming your cottage reservation or on our website: www.southmuskokarealty.com

8. **Keys - the Holidaymaker agrees to vacate the Cottage peacefully at the end of the vacation and to return all keys to the Owner.**
9. **The Holidaymaker acknowledges that any additional charges including long distance phone, internet or satellite charges, damage or excess cleaning charges etc may be charged by the Owner or its Agent against the Security Deposit or to the Credit Card herein and is hereby authorized to do so accordingly.**
10. **The Owner and SMR reserve the right at all times, without notice, prior to or during any rental period to cancel or early terminate any such rental, without cost or penalty or obligation to the Holidaymaker, where circumstances, as determined by the Owner or SMR in its sole discretion, render the Cottage or its services and amenities are not habitable.**
11. **Arrival & Departure Times – unless otherwise specified in writing, rentals commence at 3:00pm on the first day of the rental and ending at 11:00am on the day of departure. Saturday is the normal rental start and departure day for weekly rentals. Weekend rentals will typically start at 3:00pm on Friday and departure time is 3:00pm on Sunday; such times are subject to change at the sole discretion of the Owner or SMR.**
12. **Linens & Towels – the Holidaymaker will normally be required to supply their own bed linens, towels, tea-towels etc. Quilts and pillows will normally be supplied by the Owner. Specific requests for the Owner to supply linens & towels must be made in writing at least 10 days prior to the rental start date; a laundry fee will be applicable.**
13. **Pets – house trained pets (cats & dogs only) will generally be permitted, but the Owner & SMR must be advised of such pets at the time of booking on the Cottage Rental Booking Form. The Holidaymaker will be responsible for any damage caused by pets.**
14. **Complaints – the Holidaymaker is responsible for notifying the Owner or SMR immediately upon arrival at the Cottage of any damage or other circumstances or complaints that the Holidaymaker considers appropriate, so that an on-site investigation can be made and, if necessary, remedial action taken; failure by the Holidaymaker to inform the Owner or SMR forthwith upon arrival of such complaints etc will be deemed by the Owner & SMR that the Holidaymaker has forfeited all of its rights to make such complaints. Under no circumstances will compensation be paid for complaints raised after the completion of the cottage rental (which is not notified to the Owners or SMR during the rental period).**
15. **Noise – All Holidaymakers and their Guests are prohibited from making noise that will disturb people in the area and neighborhood at any times. In particular no playing of loud music or loud offensive behavior is prohibited at all times. The Township in which the cottage is located has a noise by-law and this will be strictly enforced. In the event the Holidaymaker and their Guests fail to comply with this noise condition, the Owner & SMR reserve the right to terminate the rental without notice if any Holidaymaker or Guest causes a disturbance or nuisance whatsoever.**
16. **The person signing the Booking Form must be a member of the party intending to occupy the cottage rental, be over the age of 18 years of age, and certifies that he or she is**

authorized to agree to all the Booking Terms & Conditions on behalf of all persons included on the Booking Form or occupying the cottage at anytime.

- 17. This written contract contains the whole agreement between the parties, the website, correspondence and advertising materials are offered in good faith, and neither they nor any oral representations made by the Owner or SMR or its agents form any part of this agreement.**
- 18. Whilst every effort has been made to provided a correct description of the property and details of the accommodations, the subject of the cottage rental, the Owners and SMR make no representation as to the state of condition of the property, nor to the position, type or state of the furnishings described on or shown in any literature.**
- 19. If there is a material breach of any conditions herein, the Owners & SMR or its agents reserve the right to terminate the rental without prejudice to any other rights and remedies the Owners may have against the Holidaymaker or its Guests.**
- 20. The cottage will be cleaned and prepared prior to your arrival. Country critters such as mice, spiders, ants, bugs etc are all part of rural life in cottage country and whilst the Owners & SMR take precautions to eliminate such critters, they will, and do, find their way into cottages; the Owners & SMR make no representations for such critters and for their presence.**
- 21. Hydro Electricity and Other Services – the cottage is in a rural part of Canada and hydro electricity, phone and other utilities or services are supplied to the cottage by such Utility Companies. Occasionally, or by an Act of God, such services may be disrupted before or during your vacation. We as the Owners apologize in advance if such disruption occurs during your vacation; however the Owners & SMR cannot take any responsibility for such disruptions or for any damage, loss or injury that may be caused by such events.**

22. DISCLAIMER OF LIABILITY

The Cottage Owner, South Muskoka Realty Ltd, Broker, operating as South Muskoka Realty Cottage Rental Service (SMR), or its employees or agents will not be liable whatsoever for any loss or any injury to Holidaymakers, or any damage to the Holidaymakers property, however the said damage, loss or injury may be caused, whether by any act, omission, breach of contract or negligence or any other cause on the part of the Owner, SMR or its agents. Use of the Cottage and all Furniture and Effects, including the use of boats, is at your own risk.

- 23. These Booking Terms and Conditions are attached and form part of all Cottage Rental Booking Forms.**