

# Sandpiper Beach Retreat

## Vacation Rental Agreement 2022/23

*Thank you for your interest in The Sandpiper Beach Retreat.  
We hope you will find your stay at our family-owned cottage relaxing and rejuvenating.*

*In order to avoid any misunderstandings we have developed a set of Terms and Conditions for the rental of our cabin. We ask you to please read through them carefully before completing the Rental Application and submitting payment. The following contract will be binding between the renters specified and the property owners:*

**Kalyn and David Falk**  
509 Churchill Drive  
Winnipeg, MB, R3L 1W3  
df@workplaceconlict.ca  
(204) 479-4901 (David)

### **Rental Application:**

<b>Renter(s) Names:</b>		
<b>Address:</b>		
<b>City / Prov / Postal Code:</b>		
<b>Contact Numbers:</b>	<b>Home:</b>	<b>Cell:</b>
<b>Email:</b>		
<b>Number in group:</b>	<b>Adults:</b>	<b>Children:</b>
<b>Rental Term:</b>	<b>Check In: After 3 pm</b>	<b>Check Out: By 11 am or 2 pm</b>
<b>How did you hear about the Sandpiper Beach Retreat?</b>	<b>Online</b> (where/how?)	<b>In person</b> (who?)

**PAYMENT:**

<b>Payment Description:</b>	<b>Total</b>	<b>Date Received</b>
<b>Base Rate:</b> <b>Peak season July - August</b> \$225/night 5 nights or more \$260/night 1-4 nights <b>Shoulder season June &amp; September</b> \$170/night 5 nights or more \$205/night 1-4 nights <b>Winter season</b> \$135/night weekdays Sun – Thurs \$170/night Fri-Sat and Holidays	\$	
<b>Optional: Linen Service</b> (sheets and towels) \$75 per stay	\$	
<b>Optional: Cleaning Service</b> \$75 per stay (11am checkout)	\$	
<b>Sub total</b>	\$	
<b>Plus 5% GST</b>	\$	
<b>TOTAL:</b>	\$	
<b>Deposit to secure booking</b> 50% of total owing		
<b>Remaining Balance Owing</b> Due one week prior to arrival		
<b>Damage Deposit: (2.0)</b> <i>Credit card information provided upon confirmation of rental and will only be processed if issues arise. All records will be deleted within 15 day of the end of the rental term</i> Card Type? Visa, Master Card, American Express	Card Number:	Security code:

**ACCEPTANCE**

**I/we acknowledge and confirm that:**

- I/we have read and agree to abide by the Terms and Conditions of the Rental Agreement (1.0 through 23.0)
- All personal information provided is true and accurate.
- I/we give the owners consent to verify all information and references provided in this application.
- I/we understand that upon receiving confirmation from the owners that this application has been accepted, and the deposit has been made, there shall be a binding contract in force which will then be subject to the cancellation terms as outlined in the Terms and Conditions.

**RENTER(s)**

**Signatures:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **1.0 Payment**

- If the Renters enter into a Rental Agreement for the cabin MORE than one week prior to the commencement of the rental period, a deposit equal to 50% of the rental payment must be paid to secure the booking and the remaining 50% must be paid at least 1 Week prior to the beginning of the rental period.
- If the Renters enter into a Rental Agreement for the cabin 1 week or LESS prior to the beginning of the rental period, the full amount must be paid immediately.
- All payments are to be paid by E-Transfer (preferably) or by cheque or cash.
- All payments are to be made in Canadian Funds and are to be made available for immediate deposit.
- All cheques are to be made payable to ***“Kalyn Falk”***.
- ***There will be a \$50 charge for NSF cheques returned.***

### **2.0 Damage Deposit**

- The Renter shall provide their credit card information when the rental agreement is confirmed. This information will be held on file as a Damage Deposit. This information will only be processed in the event of damage occurring.
- Incurred damages include but are not confined to:
  - Lost/damaged keys.
  - Any damage whatsoever to cabin property; physical and/or land.
  - Any damage to neighbouring properties.
  - Garbage charges (i.e. please take your garbage with you when you leave)
- If damages are incurred you will be provided with a written explanation of the issues and cost as well as an opportunity to discuss both the issues and payment options. Unilaterally charging cost to your credit card will be a last resort.
- Upon confirmation that the property has been left in good condition, your credit card information will be deleted from our files This typically occurs within 15 days following the end of the rental period.

### **3.0 Cancellation Policy**

- If the Renters wish to cancel the agreement, they must notify David Falk in writing.
- Any cancellations after the deposit is received will be subject to a cancellation fee equal to that of the initial 50% deposit.
- In the case of an Act of God that forces access to the property to close, a refund for any deposits will be returned to the Renters.

### **4.0 Occupancy**

The cottage is designed to accommodate eight persons. The maximum number of occupants using the cabin premises shall not exceed eight.

### **5.0 Pets**

No pets are allowed on the property unless agreed to prior to rental.  
In most cases we are dog friendly.

### **6.0 Parking**

Parking for 2-3 vehicles is available on a gravel driveway.

## **7.0 Smoking**

**No smoking of any kind is allowed in the cabin or within 25 feet of the physical structure.** If smoking outside this perimeter, renters are to place all butts in ash cans.

## **8.0 Equipment and Supplies Provided**

The cabin comes equipped with: inside and outside furniture, fridge, stove, microwave, coffee maker, BBQ, propane, dishes, glasses, cutlery, pots/pans, general kitchenware, waffle iron, popcorn maker, TV, DVD player, Wii Fit, and stereo system Canoe, tandem kayak, tandem bike, 4 standup paddle boards. The following supplies are also included: toilet paper, coffee filters, garbage bags, and environmentally friendly soap, detergent and cleaning supplies.

## **9.0 Phone/Internet**

The Cottage has Wi-Fi. There is no phone at the cabin. Renters are strongly advised to bring along a cell phone in case they need to make an emergency call.

## **10.0 Bedding and Linens**

The cabin is equipped with three Queen size beds and two single beds. Each bed is supplied with its own mattress cover, blankets and pillows.

## **10.1 Optional Linen Service**

For an extra fee, linens service (sheets and towels) can be arranged at the time of your booking.

## **11.0 Recreation Equipment Usage**

The renters acknowledge that the use of the canoe, paddle boards (SUP) and tandem Kayak, bicycle and other equipment is entirely at the renter's own risk. These recreational activities have inherent risks associated with them. Renters agree to use relevant safety gear when using the recreational equipment: (helmets/bike, lifejackets/SUP, lifejacket and boat safety kit/canoe). Renters agree to not exceed their level of experience with the recreational equipment. ADULT supervision by the renter must always be provided if any minors make use of the recreational equipment. Renters agree to use extreme caution in the case of off shore winds and strong winds and to be mindful of changes in the weather. Renters agree to only use the recreational equipment during daylight hours. The renters shall indemnify and hold harmless the owners/managers against and from any and all expenses, costs, damages, suits, actions or liabilities arising from any and all loss of or damage to personal property, injury, personal condition or death resulting from the use of any of the recreational equipment. The renters shall give the Owners (Kalyn and David Falk) prompt written notice of any accident, unsafe or dangerous condition or other defect to the recreational equipment.

## **12.0 Plumbing:**

The cabin is served by a well and septic tank system. **Please be water smart**

- No taps left running while performing grooming tasks or dishwashing.
- Short showers.
- Limited flushing of the toilets.
- No waste other than toilet paper to be placed in the toilets.
- No food scraps to be washed down the sink.
- Environmentally friendly soap and cleaning products to be used, no bleach or toxins.

## **13.0 Electricity: Please be power smart**

The cabin is heated by a forced air electric furnace.

- No doors/windows are to be left open in cool weather while the heating is on.
- All lights (inside and outside) are to be turned off when retiring for the night or leaving the cabin at any time.
- Thermostat to be lowered to 10 degrees upon vacating the cabin.

#### **14.0 Fires**

Fires are regularly allowed on the beach and on the cabin property. Take note and respect local fire bans when in effect (signage typically posted on highway).

#### **14.1 For all Fires**

1. Bring your own firewood (local gas stations provide)
2. NEVER use combustible substances (gasoline, kerosene, etc) to light a fire.
3. Use the kindling & paper that is provided
4. Do not use wood found around the property or treated lumber.
5. Do not leave a fire unattended under any circumstances.

#### **14.2 Indoor fireplace**

1. Enjoy your fires safely (know where the fire extinguisher before beginning)
2. Review the fireplace operation guide
3. Ensure the that flew/vent is "open"
4. Use of blower fan is optional
5. Ensure fire is fully extinguished and only then shut the flew before leaving the cottage
6. At the end of your stay, please put ashes into the ash bin by the shed or pack it up in your garbage.

#### **14.3 Outdoor fire pit:**

1. Enjoy and maintain safe fire practices (Have a bucket of water on hand)
2. Please tend your fire and ensure the fire is out before leaving it.
3. No clean up required

#### **14.4 Fires on the beach:**

1. Enjoy and maintain safe fire practices (make a fire pit in the sand)
2. Please tend your fire and ensure the fire is out before leaving it.
3. Please clean up the beach after your fire. (Ash can be put in the ash bin by the shed)

#### **15.0 Drinking Water**

- The water comes from a 100ft deep well and water quality *can* vary.
- Water is tested every spring and is safe to drink; however, the water can have a sulfurous taste and odour.
- Running the cold water in one of the **showers or outdoor tap** for a few minutes can help freshen the system. (please do not use the sinks to do this as it will prematurely fill the septic tank)
- Renter(s) are advised to use bottled water for drinking.
- If you choose to use our Corpell's bottle system Please take empty water bottles back to the local Esso Station (north end of town) and exchange them for full bottles (~\$7 per bottle)

#### **16.0 Arrival Procedures**

- Renters are not to arrive earlier than 3:00 pm on the possession date agreed to in the Rental Agreement.

- Upon arriving at the cabin, Renters are to familiarize themselves with the cabin and its amenities. If anything is missing, damaged or not working, or if the cabin has not been left in an appropriate state of cleanliness they are to contact David Falk immediately (204-479-4901)
- Renters are also requested to read the Cabin Manual and posted instructions in the cabin and familiarize themselves with emergency procedures and resources available to them in the case of fire, flood, accident or other mishap.

### **17.0 Departure Procedures**

- Renters are to leave by 11 am if they have booked the optional cleaning service and by no later than 2 pm if they are doing the full clean up on the date agreed to in the Rental Agreement.
- Renters agree to keep the cabin and all furniture, fixtures, chattels, fittings and effects in/or about the cabin in the same state of repair and condition in which they found them upon arrival.
- No cabin furniture, equipment, appliances, or other chattels belonging to the Owners shall be removed from the cabin.
- Complete activities in the Departure checklist (found in the cabin manual)

### **17.1 Departure Checklist FOR ALL RENTERS**

Renters shall complete all of the tasks spelled out on the Departure Checklist before leaving the cabin. General principal is to leave it like you found it... in good clean condition.

1. Tidy up
2. Wash and put away all of the dishes & wipe down table and counter tops
3. Remove all of your personal possessions (including garbage & recycling)
4. Turn Thermostat down to 10 degrees
5. Ensure all windows are closed
6. Turn off breakers for the pump and hot water tank  
Breaker panel in bunk bedroom (breakers clearly marked)
7. Return 1 key set to the lock box then lock the door.

### **17.2 Additional Checklist for those who have NOT booked the cleaning service**

1. Sweep/Vacuum all floors
  2. Clean bathrooms (disposable wipes for all surfaces, toilet bowl brush...)
  3. Swiffer mop the kitchen and bathroom floors
  4. Put all used cottage linens (sheets & towels) into the laundry bag
  5. Clean fire place if used
  6. Remove all garbage and recycling (take it with you)
- NOTE Re garbage – Curb side pickup is on Monday's. Please only put out garbage/recycling on Monday mornings. Garbage/recycling can also be dropped off at the RM's depot (transfer station). Please take a photo of the magnetic RM card on the fridge as you will need this info to enter the drop off site.***
7. Return any used laundry/linens to David and Kalyn in Winnipeg.
- Bottom line, please leave it in as good or better condition than you found it**

### **18.0 Use**

Rental includes exclusive use of the cabin and property for the rental period for recreational purposes only. No commercial, illegal, or other undefined use shall be carried on at the property. The Renters **may not** sublet or assign this rental agreement.

Renters shall abide with all local by-laws and ensure that adjacent property owners or renters shall have the quiet enjoyment of their properties.

### **19.0 Owners/Managers Access**

The Owners and/or their representative shall be allowed access to the cabin at any reasonable time during the renter's occupancy.

### **20.0 Liability and Risk**

The owners/managers have endeavoured to ensure all information respecting the cabin is current and accurate and the cabin is suitable for recreational use. The owners/managers do not warrant or guarantee the quality of the cabin as this is basically a subjective opinion, and the perspective renter has the right to inspect the cabin prior to entering into a rental agreement. The renters acknowledge that the use of the property is entirely at the renters own risk. The renters shall indemnify and hold harmless the owners/managers against and from any and all expenses, costs, damages, suits, actions or liabilities arising from any and all loss of or damage to personal property, injury, personal condition or death resulting from the use of the rental property, grounds, and lake use. The owners' property insurance covers the dwelling and the owners' contents. **It is the renters responsibility to insure against any unforeseen damage or loss of the renters own possessions**

The renters shall give the Owners (Kalyn and David Falk) prompt written notice of any accident, unsafe or dangerous condition, other defect to the cabin, surrounding property, buildings, equipment, or other chattels belonging to the owners/manager.

### **21.0 Safety and Damage Prevention**

The renters are responsible for all damages caused by any member of their party, or their visitors or guests, even to the extent that these damages may exceed the Security Deposit provided. The renters shall be liable for any damage done by reason of water being left running from taps in the cabin or improper use of appliances, equipment provided, or fires. Renters agree to use common sense to prevent accidents and damage, including but not limited to:

- No flammable items are to be placed on or near a lit fire.
- No materials other than untreated wood/kindling to be used in fires.
- No running water is to be left unattended.
- No pot or kettle is to be left unattended on a hot stove or in a hot oven.
- Keep sand OUT of the cabin.
- Wash and dry your feet before entering the cabin.
- All wet and sandy shoes are to be removed at the door.

### **22.0 Severability**

If any provisions of this agreement are invalid, such provisions shall be considered separable and the remaining provisions shall remain in full force and effect.

### **23.0 In Summary**

We hope this has been helpful. Ultimately our hope that you will have such a wonderful time at the Sandpiper Beach Retreat that you will want to come back, and that you act in a way that respects our property and our neighbours so that we will want to have you back.