### **Terms and Conditions O-Lac**

Regarding the names of the Parties, the singular includes the plural and the masculine includes the feminine.

WHEREAS O-LAC Inc. (LESSOR) is the owner of the rental residence (RESIDENCE);

WHEREAS the client (TENANT) wishes to rent the RESIDENCE from the LESSOR;

THEREFORE, the Parties agree as follows:

#### 1. DESCRIPTION OF THE RESIDENCE

- 1.1 The LESSOR rents to the TENANT the RESIDENCE, the land on which the RESIDENCE is located, and the furniture, equipment, and accessories therein (GOODS) (collectively, RENTED PREMISES).
- 1.2 The TENANT agrees to use the RENTED PREMISES only for the purposes described in this rental agreement and for no other purpose.
- 1.3 The GOODS are fit for their intended use, with no apparent damage. It is the TENANT's responsibility to identify any apparent defects in the GOODS and to notify the LESSOR as soon as they become aware of them.

#### 2. DURATION OF STAY & MAXIMUM CAPACITY

- 2.1 The LESSOR rents the RESIDENCE to the TENANT for the duration selected in this booking and must adhere to the check-in and check-out times.
- 2.2 The TENANT acknowledges that occupancy of the RENTED PREMISES is limited for the entire duration of the stay according to the chosen cabin. They understand and accept that the RESIDENCE is designed to accommodate children on the upper bunk beds during the entire stay. A child can replace an adult in the maximum capacity count, but the reverse is not allowed.
- 2.3 With written approval from the LESSOR, the TENANT may request to increase the maximum capacity. If the LESSOR agrees, an additional fee of \$75 plus taxes will apply per extra person, but no additional bed will be provided by the LESSOR.

## 3. RESERVATION AND PAYMENT TERMS

3.1 Dates will be temporarily blocked upon receipt of the INITIAL PAYMENT (first payment received for the cabin rental). Official confirmation of the reservation will occur upon

receipt of the TOTAL COST (payment of all amounts due for the rental and additional fees).

- 3.2 The reservation can be paid in one or two equal installments. The subsequent payment must be made according to the deadlines mentioned in point 3.3 to maintain the reservation.
- 3.3 In the case of payment in two installments, the first is due upon reservation and the second no later than 60 days before the start of your rental. If the second payment is not received on time, the dates will be unlocked, and the cabin will be made available to other tenants. Your reservation will then be considered canceled by the TENANT, without a refund of the TOTAL COST.
- 3.4 Most rental platforms do not manage all additional charges. If you made a reservation through one of these platforms and wish to use one of the additional services offered, you must pay for these before the start of your stay; otherwise, we will have to refuse them.

## Here are examples of platforms:

- Airbnb
- VRBO Does not manage additional fees
- Booking Does not manage additional fees
- Home Exchange Does not manage payments, so redirected to the website
- RSVP Does not manage payments, so redirected to the website
- Chalet au Québec Does not manage payments, so redirected to the website
- O-Lac booking website

## Here are examples of additional charges:

- Pet fee (upon approval) \$105 + taxes
- Additional person (upon approval) \$78.75 + taxes
- Cleaning service during the stay depends on the rented cabin
- 3.5 A security deposit will be held on your credit card for the duration of the rental and may last up to 7 business days following it, depending on the platform with which you booked. For the platforms; Airbnb, VRBO, and Booking, deposits are managed independently by them and the LESSOR will not take any additional deposits. The deposit amount is \$500 for the Cozy O-Lac and \$1,000 for La Vie et La Vue O-Lac when applicable.
- 3.6 This security deposit may be used to compensate the LESSOR for any damages, theft, or additional mess caused by the TENANT to the RENTED PREMISES, if applicable. All of

this at the sole discretion of the LESSOR. Below is a non-exhaustive list of examples of prices that may be charged for missing items:

• Sheets: \$100 + taxes

• Bath towel: \$25 + taxes

• Pillow: \$50 + taxes

Kitchen item: Variable

• Life jacket: \$60 plus taxes

### 4. CANCELLATION CONDITIONS

4.1 The TENANT must notify the LESSOR of any cancellation by written notice sent to olaclocation@gmail.com.

4.2 For late reservations (made less than 2 months in advance), in cases referred to in Article 4.1, the TENANT will be fully responsible for their reservation and no refund of the TOTAL COST will be granted.

4.3 The total amount of the reservation is refundable at 50% if written notice is received at least 2 months before the OCCUPANCY DATE (first day of the reservation).

### 5. UNFORESEEN EVENTS

5.1 The LESSOR will not grant any refund or credit note to the TENANT due to issues arising from weather-related events or degradation of the quality of any body of water located near the RESIDENCE.

5.2 The TENANT acknowledges that the RESIDENCE is situated in a natural setting, and it may happen that small animals or insects enter the building when doors are left open or settle near the RESIDENCE. This situation is beyond the LESSOR's control, and they cannot be held responsible in any case.

## 6. PROPERTY RIGHTS

6.1 The TENANT shall not, under any circumstances, claim any right to the maintenance of the premises at the end of the stay.

6.2 The TENANT shall not acquire any property rights over the RENTED PREMISES upon the termination of this rental contract.

### 7. LIMITATION OF LESSOR'S LIABILITY

7.1 The LESSOR cannot be held responsible for:

- Any damages, of any kind, suffered by the TENANT and/or by the persons to whom
  they grant access to the RENTED PREMISES (GUESTS) arising in any way from the
  RENTED PREMISES or their use. By consenting to this contract, the TENANT and
  the GUESTS accept the risks associated with their stay in the RENTED PREMISES.
- Any damages, losses, or theft regarding the personal belongings of the TENANT and/or those of the GUESTS.
- Any unforeseen interruption of electricity, internet, running water, gas, and/or septic facilities that occurs during the stay, unless due to gross negligence on their part.

## 8. LESSOR'S COMMITMENT

# 8.1 The LESSOR agrees and commits to:

- Maintain the insurance coverage required by law during the duration of the stay.
- Deliver the RESIDENCE to the TENANT in good condition.
- Notify the TENANT as soon as possible if, for any reason, they cannot fulfill their commitment to rent the RESIDENCE once the reservation is confirmed.

In such a case, the LESSOR commits, at the TENANT's choice:

- To allow the TENANT to use the TOTAL COST for a subsequent rental of the same RESIDENCE within twelve (12) months of the cancellation made by the LESSOR;
- Or, in the case of a late reservation referred to in Article 4.2, to allow the TENANT to use the TOTAL COST for a subsequent rental of the same RESIDENCE within twelve (12) months of the cancellation made by the LESSOR;
- Or to refund the TOTAL COST. The TENANT may not claim any additional amount from the LESSOR in such cases.

### 9. TENANT'S RESPONSIBILITY

- 9.1 The TENANT is fully responsible for all damages caused to the RENTED PREMISES or for any loss of the GOODS attributed to them and/or to the GUESTS and/or the pets brought onto the RENTED PREMISES when permitted. The TENANT acknowledges that the LESSOR may compensate themselves from the security deposit.
- 9.2 The TENANT declares to rent the RENTED PREMISES for business meetings, leisure, or vacation purposes only and agrees not to sublet or operate the RENTED PREMISES for commercial purposes.

#### **10. TENANT'S COMMITMENTS**

10.1 The TENANT agrees and commits, on their own behalf and on behalf of the GUESTS:

- To conduct themselves in a way that does not disturb the residents of neighboring properties and to maintain a reasonable noise level during the normal enjoyment of the RENTED PREMISES.
- To make no noise outside after 10:00 PM to respect the tranquility of the neighbors.
- To respect the maximum occupancy limit at all times.
- Not to hold any large parties or gatherings on the RENTED PREMISES.
- To respect the boundaries of the RENTED PREMISES.
- To keep the RENTED PREMISES in the same general state of cleanliness as they were upon arrival.
- To start the dishwasher cycle and a washing cycle for all towels and dish linens at a minimum before departure.
- To use the GOODS only for their intended purposes.
- To close the propane tank of the BBQ immediately after use.
- To wear a seatbelt at all times when using the kayaks and to stay safe.
- To use a fire extinguisher if necessary to control a fire while maintaining personal safety.
- In the event of water damage, the TENANT must shut off the water valve to limit damage and request support from the LESSOR.
- Not to move the GOODS or transport them outside the RESIDENCE, including bedding and bath towels. The TENANT must bring their own beach towels for outdoor use, if applicable.
- Upon departure, to leave the RENTED PREMISES, and particularly the GOODS, in the same condition and at the same locations as upon arrival.
- To notify the LESSOR of any defects, equipment breakage, and/or issues related to the RENTED PREMISES as soon as they become aware of them. The TENANT will be held responsible and must compensate the LESSOR for all damages resulting from their failure to do so in a timely manner.
- To refrain from throwing anything into the sinks, toilets, bathtubs, and showers that might obstruct the plumbing. To not smoke inside or leave cigarette butts on the RENTED PREMISES.
- Not to have open flames in the RESIDENCE (candles, lamps, etc.), except for the use of the fireplace(s), if applicable.
- To allow access to the RENTED PREMISES to the LESSOR to inspect the RENTED PREMISES and/or carry out urgent and necessary work, with no obligation on the part of the LESSOR in doing so. The LESSOR agrees to exercise this right reasonably.
- To make outdoor fires only at the fire pit designated by the LESSOR and to comply with municipal regulations prohibiting open fires.

- To never leave a fire burning unattended outside. Before leaving a fire unattended, the TENANT must completely extinguish it to prevent fire risks, which includes dousing it with water if it is outside.
- Not to set up a tent or any other temporary structure on the land.
- Not to use fireworks and/or firecrackers, which are strictly prohibited.
- Not to have pets of any kind inside and outside the RENTED PREMISES; otherwise, a complete cleaning of the RENTED PREMISES by professionals will be at the TENANT's expense unless the pet was permitted by the LESSOR.

If the TENANT received written permission to bring their pets (maximum of 2) and the fee of \$100 plus taxes per pet has been paid, the TENANT must still ensure that they adhere to the rules:

- Limit barking or any other noise that may disturb the neighbors;
- Keep them on a leash at all times outside;
- Prohibit them from climbing on furniture (sofas, chairs, beds...);
- Clean up all waste and hair before departure;
- Leave the premises in the same condition as upon arrival.

#### 11. NON-COMPLIANCE WITH THE CONTRACT

11.1 If the TENANT or GUESTS fail to comply with the terms and conditions set forth in this rental agreement, the LESSOR may terminate this agreement and expel the TENANT and GUESTS immediately and without notice, without refunding the TOTAL COST or any other amount paid.

11.2 The LESSOR reserves all rights and remedies against the TENANT and GUESTS resulting from the violation of this rental agreement, the liability of the TENANT and GUESTS being joint and several. The LESSOR may use the security deposit to compensate for any damages caused by the TENANT to the RENTED PREMISES.

#### 12. COMMUNICATION & WARNING

12.1 Upon the INITIAL PAYMENT for your stay, you received an email containing the cabin policies as well as a traveler's guide detailing the specific rules for the rented cabin. These rules are an integral part of the terms and conditions of the rental.

You will receive an email confirming the receipt of your electronic signature of the Terms and Conditions O-Lac document, followed by another email 14 days before your stay. This latter will contain all the necessary information, such as your personalized access code for your specific rental dates, the Wi-Fi code, and more.

#### 13. CONSENT OF THE PARTIES

13.1 The parties acknowledge having read and understood the content of this rental agreement and declare themselves satisfied.

Enjoy your stay!