

Rockwynn Cottages Rental Agreement

34 Gordon Island, Burks Falls ON P0A 1C0
905-439-5676 / rockwynncottages@gmail.com



Arrival Date:	Check in 3 pm
Departure Date:	Check out 10 am

Cottage Renter/Guest Contact Information

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Additional Guests Names (First and Last) and Age

Name: _____

Name: _____

Name: _____

Name: _____

This agreement constitutes a contract between the cottage guest(s) and the cottage owners; Lorn & Diana Scanlon. Guest(s) acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies provided within and agrees with all statements included herein.

INITIAL HERE: _____

TERMS AND CONDITIONS

1. **PAYMENT:** Prices are in Canadian Funds and may be paid by Certified Cheque, Cash or Email Money Transfers (e-transfer) to rockwynncottages@gmail.com
2. **CHECK-IN/CHECK-OUT:** The Guests shall ensure they are out of the cottage by the check-out time specified, and the cottage and its property is left in the clean, undamaged and orderly state as it was found. Cleaning supplies are available.
3. **CANCELLATION:** If the cottage reservation must be cancelled **BY THE OWNER**, all payments will be returned but no further compensation will be made.
4. **CANCELLATION POLICY:** Cancellations made **by the renter/guest(s)** with greater than 30 days prior to arrival date will result in the full forfeiture of the rental deposit (\$350.00). Cancellations made 30 days or less prior to the planned arrival date will result in a charge of the FULL rental charge.
5. **EARLY DEPARTURE/LATE ARRIVAL POLICY:** No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.
6. **Owners** will not be held responsible for the failing of any other company service due to said company's error or service interruption. (I.e. electricity, internet, satellite, water, propane, etc.) However, we guarantee that we will do all that is humanly possible to remedy any issue in the shortest time.
7. **PROPERTY DAMAGE:** Cottage guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period which can reasonably be attributed to the rental party's willful abuse or negligence. The cottage owner recommends that the cottage renter/guests have homeowners or tenant's insurance and make sure that his or her coverage includes liability insurance.
8. **CLEAN UP:** Cottage guest agrees to leave the property in the same general clean and undamaged condition it was in upon arrival. Cottage guests are responsible for any damage, abuse, excessive cleanup requirements, or loss caused by any member of the Cottage guest(s) party to the property or its contents during Cottage guest(s) occupancy. We reserve the right to further bill him/her for additional cleaning or repairs.
9. **GUEST COUNT:** Guest agrees that the premises shall be occupied by no more than the number of people paid for and stated herein. Occupancy is limited to registered guests ONLY. Absolutely no overnight guests are allowed. Occupancy by more than the stated number of guests will result in the termination of the rental and the forfeiture of all rental fees, and deposits. Cottage guest confirms that at least one guest, who will be at the Cottage throughout the rental period, is at least 25 years of age, or older.

INITIAL HERE _____

10. **NO FIREARMS – NO FIREWORKS – NOISE:** The occupancy and use of the premises shall not be such as to place the property in danger of damage or to disturb and/or offend area neighbors or residents. We reserve the right to terminate this agreement and request loud or unruly guests to vacate the premises immediately. Said discharge shall not result in the refund of any rental fees or deposit. Exceptions are Ontario Holiday(s) when Fireworks are permitted (between 7-10pm).
11. **NO PETS:** If pet(s) belonging to any member of the rental party, or guest(s) of the rental party, is found to be in or on the premises, without prior approval, the Cottage guests will be removed from the property and agrees that the full rental fee and deposit will be forfeited and acknowledges that any damage/mess done by said pet shall be his/her financial responsibility.
12. **SMOKING RULES: The Interior of this cottage is a non-smoking environment.** If it is found that any member of the rental party, or guest of the rental party, has smoked inside the Cottage, or left remnants outside, **you will be charged to purify the cottage.** The entire interior of the Cottage is designated as a No Smoking Area. Smoking outside of the cottage is welcome provided no remnants are left on the grounds.
13. **WILDLIFE:** The Cottage is located in cottage country of Ontario. As such, you are likely to encounter wildlife (deer, raccoons, snakes, and bugs of various types, including wasps and/or hornets, etc...). Do not feed wildlife. Neither the owners, Lorn & Diana Scanlon, nor the Cottage referred to as Cottage on Lake Cecebe, will accept responsibility for any damage to property or injury caused by any wildlife.
14. **LOSS OF PERSONAL ITEMS:** Cottage guest acknowledges and understands that each guest, or guardian, is solely responsible for any loss by any person while in residence including the loss of money, jewelry, or any other personal item. We will do our very best to return any lost or forgotten items, at guest(s) expense.
15. **FIREPLACE(S): Fireplace(s) [are NOT to be used],** Firepit(s) and Barbeque(s); Guest agrees that under no circumstances will any member of the party leave the fireplace/firepit(s) or barbeque unattended.
16. **HOME FURNISHINGS, EQUIPMENT, ETC.:** Moving of any furniture (indoor or outdoor) or décor is not allowed. Furniture, bedding, linens, towels, utensils, or any other property belonging to the owner will not be removed from the premises for ANY reason. Please do not bring any inside furniture or chairs outside or on the porches. The **Canoe/kayak on the premises should be used with caution and at user's own risk. Life Jackets are the responsibility of the user.** Loss of these items, as well as damage to any property or furnishings inside or outside, in excess of normal wear and tear will be charged to you, the guest(s). **We ask guest to return all equipment to its original spot.**
17. **SMOKE DETECTORS** and Carbon Monoxide Detectors are installed in the Cottage and are tested prior to each Rental. These detectors are for your safety and their presence is the law. It is imperative that they are not tampered with or removed, doing so leaves the renter liable for any damages or fines.

INITIAL HERE _____

18. GARBAGE: NO garbage or food shall be left outside of the cottage due to animals. All garbage must be removed from the cottage by the renters upon checkout. There is no area for garbage disposal on the property. We do compost on the property, if you compost and recycle properly there will be little garbage to take with you.

19. INDEMNITY CLAUSE - HOLD HARMLESS: Cottage guest(s) acknowledges and understands that each and every guest, or guardian, is solely responsible for any accident or injury to any person while in-residence, and that the Owner accepts **NO** legal or financial responsibility. Cottage guests, and guardians, assume all risk of injury or other loss resulting from any recreational activity and will hold the Owner harmless with respect thereto. **Cottage guest(s) hereby agrees to indemnify and hold Cottage referred to as Rockwynn Cottages on Lake Cecebe and/or the property owners (Lorn & Diana Scanlon) or its property management harmless from any and all claims, including those of third parties, arising out of or in any way a result of the Cottage guest's use of the premises or items therein. INITIAL HERE: _____**

20. I _____ have read the terms and conditions and hereby agree to the above terms and conditions stated herein. I/we represent, warrant, acknowledge and agree with the Property Owner that I/we will use the cottage and its facilities in accordance with the booking agreement and the household rules and that I/we do so at our own risk and that I/we indemnify and save the Property 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 during or after the time of occupancy. Further, I/we accept full responsibility for the use of the cottage and any recreational equipment such as boats and motors, etc. and agree to pay for any repairs or replacement of said equipment, other than for normal wear and tear. I/we also acknowledge I/we are responsible for Ensuring all Boating Regulations are observed, including having required safety equipment in the watercraft, as well as meeting Operator competency Requirements.

PRINT NAME: _____ DATE: _____

SIGNATURE: _____

OWNER SIGNATURE: _____ DATE: _____
 Lorn Scanlon/Diana Scanlon