

Casa Sol Cottage

94 Beach Street, Southampton, Ontario

Rental Agreement

1. **Terminology.** In this document, “you” and “your” refers to the person or persons renting Casa Sol, and their guests, as appropriate. “We”, “our” and “us” refers to the owners of Casa Sol.
2. **Number of Guests.** We reserve the right to limit the number of occupants. This cottage is for personal use only. Occupancy is strictly limited to the persons listed in paragraph 12.
3. **Reservations.** A completed, signed and intialled copy of this Agreement, a copy of the signer’s driver’s license and a deposit of 50% of the total rental cost is required to secure your reservation. Remaining balance is due at least 10 days prior to the first day of occupancy to secure your rental period. Payment may be made via email money transfer to alice@casasol.ca or by cheque payable to “Alice Abbott”.
4. **Liability for Damage.** You are responsible for the costs related to any damage, loss, excessive or unauthorized use of the cottage. You will be liable for any damage, loss or any other breach of this Rental Agreement, including, but not limited to: smoking in the cottage, pets in the cottage, excessive cleaning required, loss of keys, damage to cottage and damage or loss of contents.
5. **Cancellation policy.** Cancellations are accepted up to 45 days before the commencement of the rental period, with a full refund. After 45 days, if we are able to re-rent your time, you will receive a full refund. If we are unable to re-rent your time, your rental deposit is forfeited. If the balance of the rental fee is not received at least 10 days prior to the commencement of your rental period, we will cancel your reservation and your deposit is forfeited.
6. **Check In and Check Out.** For high season rentals, check in is Saturday at 4:00 pm; check out is Saturday at 11:00 am. Other arrangements can be made for off season rentals. Times must be respected to allow the cottage to be cleaned and restored for you and for guests following you.
7. **Pets.** No cats permitted under any circumstance. Dogs are permitted at an additional charge, per dog. Arrangements must be made in advance.
8. **No Smoking.** This is a non-smoking cottage. This condition also applies to any guest that visits during your stay.
9. **Candles and Flame.** Other than the woodstove, no candles or other item with a flame (lamp, incense etc.) are permitted inside the cottage.

10. **Bed linens and towels.** Pillows, quilts, blankets and kitchen linens are supplied. Please bring your own bed linens and towels.

11. **Cottage condition on departure.** Cottage cleaning is included with the rental. However, your garbage and recycling must be placed in the outside bins, the bins placed in the laneway on the designated pick up days, and all the dishes left clean.

12. **Occupancy.** The following people will be residing at the cottage:

Name Age

Name Age

Name Age

Name Age

Name Age

Name Age

No other person will be residing at the cottage at any time during the rental period.

A dog or dogs will be accompanying me or my guests: YES NO

13. **Your Covenants.** You shall:

- (a) pay for any losses or damages to the property caused by you, a member of your party or a guest, excluding reasonable wear and tear;
- (b) permit the owners and their agents reasonable access to the property on reasonable notice for inspection and repair purposes;
- (c) not part with possession of the cottage or premises, or share it, except with members of the party listed above;
- (d) not cause an annoyance or become a nuisance to neighbours.

14. **Unavailability of the Property.** If for any reason Casa Sol is not available or is uninhabitable on the date booked, all payments will be refunded in full, and you will have no further claim against us.
15. **Liability and Indemnification.** We are not liable to you or your guests for injury, loss or damage to any person or property on or near Casa Sol. You agree to indemnify us from any claims, including claims by third parties, arising from your conduct under this agreement and while occupying Casa Sol.
16. **Breach of Contract.** If you or your guests breach any of these conditions, we reserve the right to re-enter the property and terminate the tenancy without prejudice to any other rights we may have.
17. **Severability.** If any term or provision or part of a term or provision in this Rental Agreement is held to be illegal or unenforceable, that term, provision or part shall be deemed not to form part of this Agreement and the enforceability of the remainder of this agreement shall not be affected.

By signing this agreement, I attest that I have read and understood this agreement in full and agree to all its terms. I am aware that this contract contains a limitation of liability at paragraph 15. I am at least 25 years of age. I agree to take full responsibility for the party occupying the property and any guests or invitees of myself or any member of my party. A copy of my driver's license will accompany this agreement when it is submitted to the owners of Casa Sol.

Rental period

Name

Address

Phone number

Email address

Signature

Date

The completed and signed Rental Agreement and copy of driver's license can be scanned and returned by email to alice@casasol.ca, or by mail to:

Alice Abbott
35 Northern Dancer Blvd.
Toronto, Ontario
M4L 3Z8

Payment by Interac email money transfer or by cheque payable to "Alice Abbott".

Page 3 of 3

Initials