



## Terms and Conditions of all Rentals for Renters

The Property is owned by the Owner and is offered by Muskoka Vacation Rentals acting as Agent of this rental accommodation for the Applicant according to the terms and conditions set out herein. All capitalized terms herein shall have the meanings ascribed thereto in the Rental Application unless otherwise specified herein.

**1. RESTRICTIONS.** The Applicant agrees to abide by any and all restrictions set forth by the Owner for the use and occupation of the Property and shall be responsible for any and all guests (including children) for adherence to such restrictions.

**2. PAYMENT.** Bookings shall be confirmed in writing by Muskoka Vacation Rentals upon approval of the Applicant's Rental Application and upon receipt of the Applicant's deposit equal to 50% of the specified Rental Cost for the Property. The balance of the Rental Cost shall be due and payable not less than 90 days prior to the first day of the rental period and shall be payable either by post dated cheque, money order or Interac e-Transfer. Payment by Visa or MasterCard will be accepted subject to an additional 3.1% administration fee. If the Applicant books a Property and the Rental Application is approved less than 90 days prior to the first day of the rental period, the total Rental Cost is due and payable immediately. If the Applicant books a Property and the Rental Application is approved less than 14 days prior to the first day of the rental period, the total Rental Cost is due and payable immediately and may be made by bank draft, certified cheque, Interac e-Transfer or by Visa or MasterCard subject to the additional 3% administration fee noted herein, and the booking shall be confirmed only upon receipt of the total Rental Cost as specified herein. The acceptance of the application and deposit from the Applicant by Muskoka Vacation Rentals shall complete a binding contract between the Applicant and the Owner. All payments are made to "Muskoka Vacation Rentals". All Property rates and prices are quoted in Canadian dollars and payments are to be made in Canadian funds only and are subject to HST.

**3. LATE FEES.** If the balance of the Rental Cost is not received on or before the applicable due date specified in Section 2 above, a late fee equal to \$25.00 plus HST will be charged to the Applicant's credit card.

**4. SECURITY DEPOSIT.** A security deposit is required with all bookings as specified on the final page of these Terms and Conditions.

**5. INCLUSIONS / EXTRAS.** The Rental Cost for a Property includes the cost of accommodation for the rental period booked and a booking fee payable to Muskoka Vacation Rentals equal to \$75.00 plus HST. Depending on the Property selected by the Applicant, there may be extra charges for extra services such as cleaning, linen service, and the use of boats, motors, canoes and/or kayaks. These services must be confirmed at the time of booking.

**6. CHANGES IN ACCOMMODATION.** Requests by the Applicant for alternative accommodation will be provided at the discretion of Muskoka Vacation Rentals if the request is made more than 90 days prior to the first day of the rental period. An additional administrative charge of \$150.00 plus HST shall apply to any Property change request. Requests by the Applicant for an alternative rental period (without a change in Property selected) will be provided at the discretion of Muskoka Vacation Rentals if the request is made more than 90 days prior to the first day of the rental period originally selected. An additional administrative charge of \$75.00 plus HST shall apply to any rental period change request. In the highly unlikely event that Muskoka Vacation Rentals must change a booking after confirmation, Muskoka Vacation Rentals will use its best efforts to arrange for accommodation of a similar type, location, cost and standard as provided in the original booking. If substitute accommodations provided by Muskoka Vacation Rentals are not acceptable to the Applicant, or if there are no suitable substitute accommodations available, then the Applicant will receive a full refund of monies paid to Muskoka Vacation Rentals. Any additional costs are the responsibility of the Applicant.

Initials: \_\_\_\_\_

**7. CANCELLATION.** Any cancellation requested by the Applicant must be submitted in writing to Muskoka Vacation Rentals. If requested 91 days or more, a full refund will be given, minus the non refundable booking fee, and a \$150.00 + HST per week fee of the cancelled booking. If requested 31 - 90 days before the booking, a 50% refund will be given, minus the non refundable booking fee, and a \$150.00 + HST per week fee of the cancelled booking. If cancelling a booking 30 days or less before check in, there will be no refund.

MVR will make every effort to successfully re-book a cancelled booking. In the event that a successful booking is completed, the above is superseded and a full refund will be given, minus \$150.00 per cancelled week and the non refundable booking fee.

**8. REPRESENTATION.** The information contained in any printed material and/or photographs is believed to be accurate at the time of publication. Muskoka Vacation Rentals reserves the right to make any changes it deems necessary to more accurately reflect the Property. Boats, motors, TV's, DVD's and other such equipment are supplied at the discretion of the Owner as an added feature to the Property. While every attempt will be made to ensure that such equipment and all other appliances are in working order for an Applicant's rental, should any breakdown or other situation occur whereby these items are not available for the term of the rental period, neither Muskoka Vacation Rentals nor the Owner take responsibility for replacing or refunding the Applicant for the lack of use of such items.

**9. OCCUPANCY.** Applicants who have guests at the Property in excess of the preauthorized number (specifically those named on the rental application form) are subject to either: (a) immediate eviction without refund; or (b) an additional charge equal to \$100.00 plus HST per night, per guest, at the discretion of Muskoka Vacation Rentals and/or the Owner. Muskoka Vacation Rentals and its Owners have a "no parties" policy and zero tolerance will be provided regarding this issue. Subletting of the Property is not permitted. Where separate Applicants will be occupying the Property at different time periods, Rental Applications must be completed by each Applicant. Camping, tenting, trailers or other additional accommodation facilities will not be permitted unless previous written permission has been granted through Muskoka Vacation Rentals. Any person, regardless of age is counted as a person in the occupancy of a Property. The septic system, water supply and similar services are designed to accommodate a maximum number of people.

**10. CHECK-IN and CHECK-OUT.** Check-in (4:00pm) and check-out (11:00am) times are to be strictly adhered to, unless otherwise arranged through, and approved in writing by, Muskoka Vacation Rentals. Early arrival and/or late departure will result in an additional charge to the Applicant of \$200.00 plus HST.

**11. SMOKING.** Smoking at a "no smoking" Property by the Applicant or any guest(s) will result in immediate eviction, forfeiture of all charges paid and due in connection with rental accommodation at the Property, and will be subject to an additional charge to the Applicant of \$350.00 plus HST. Muskoka Vacation Rentals does not take responsibility for allergies or other conditions arising at any Property, whether noted "no smoking" or otherwise. Although a Property may have a "no smoking" policy, smoking might have been permitted in or on the Property previously.

**12. PETS.** Bringing, or allowing, a pet at a "no pets" Property will result in immediate eviction, forfeiture of all charges paid and due in connection with rental accommodation at the Property, and will be subject to an additional charge to the Applicant of \$350.00 plus HST. Muskoka Vacation Rentals does not take responsibility for allergies or other conditions arising at any Property, whether noted "no pets" or otherwise. Although a Property may have a "no pets" policy, pets might have been in or on the Property previously. In the event that pets brought onto or permitted on a Property (whether it is a "pet friendly" or "no pets" Property), result in infestation of the Property to any degree, the Applicant will be responsible for any and all damages resulting from such infestation.

**13. INVENTORY / HOUSEHOLD RULES / CLEANING.** The Applicant is required to leave the Property in the same condition that it was in upon their arrival, and is responsible for the cleaning of the Property prior to departure and for removing their own garbage and recycling. Cleaning supplies are not always provided. Unless otherwise specified, linens and towels are not provided and consumables such as paper products (e.g. paper towels and toilet paper) are not provided. The Applicant agrees to read and abide by the Household Rules as stated in the "Life at the Cottage" package and/or posted at the Property, and to use the inventory and equipment in a safe and responsible manner. Any additional cleaning required, breakage or damage to inventory, equipment or any other part of Property, above and beyond normal wear and tear will result in additional charges to the Applicant's credit card reflecting the cost of cleaning, replacement and/or repair. Cleaning refers to: wiping down countertops; wiping down the bathrooms; sweeping the floors; mopping the floors if specified; cleaning the BBQ grill; removing all food from fridge and cupboards; and removing all garbage inside and outside of the said property. The Applicant is responsible for shutting off any gas or propane supply to the BBQ or otherwise, when not in use, and will be responsible for any damage or excessive usage which might result from failure to do so.

**14. INTERNET USAGE.** Muskoka Vacation Rentals will not be responsible for arranging or monitoring internet or WIFI usage under any circumstances. \_\_\_ Initial

Initials: \_\_\_\_\_

**15. LIMITATION OF LIABILITY.** Muskoka Vacation Rentals acts solely as agent for the Owner of the Property and assumes no responsibility and gives no warranty whatsoever as to the state of the Property and accepts no liability for any act, neglect or default on the part of the Owner or any other person for any loss, damage, expense, accident, injury or inconvenience, whether to person or property, arising out of any rental or any application therefore, or any written or oral statements made by or on behalf of Muskoka Vacation Rentals about the Property, provided always that Muskoka Vacation Rentals shall provide all information and make all statements in good faith and use reasonable efforts to verify all information provided to the Applicant. Muskoka Vacation Rentals will not be liable for any consequential damages, loss or expense arising out of or in connection with the use of the Property or the inability to use the Property for any purpose whatsoever. The maximum liability of Muskoka Vacation Rentals for any damages, losses and causes of action, whether in contract, tort or otherwise, shall not in any case exceed in aggregate the Rental Cost for the Property.

**16. INDEMNIFICATION.** The Applicant undertakes to indemnify and hold Muskoka Vacation Rentals and the Owner harmless against any and all loss, injury, claims, causes of action, demands and/or costs and expenses that may be incurred by the Applicant or anyone on or using the Property or any equipment in connection with the Property rental.

**17. GOVERNING LAW.** The parties agree that this contract shall be governed by the laws of the Province of Ontario and agree to attorn solely to the jurisdiction of the courts of Ontario with respect to any and all disputes arising out of the interpretation and application of this contract and the relationship between Muskoka Vacation Rentals, the Owner and the Applicant.

**Security Deposit**

**You MUST fill out your credit card information and sign below as a security deposit guarantee during your stay.**

I agree to pay the Security Deposit Amount ("Deposit") stated below and I am providing my credit card number as a guarantee. I will be responsible for any and all damages caused by myself and my guests and I agree to pay all long distance phone charges, excessive internet usage, cleaning and/or garbage charges, damages caused by pets, and any penalties as per these Terms and Conditions, caused during the term of my rental. I authorize Muskoka Vacation Rentals to deduct the cost of such damages, charges, penalties and repairs from the Deposit. If there are no such damages, charges or penalties, the Deposit will be returned to me in full within 14 days following the last day of the rental period. If such damages, charges or penalties amount to less than the total Deposit, the balance will be returned to me. ***I agree and understand that I am responsible for any and all damages, charges, penalties and repairs which might exceed the Deposit amount.*** I understand that these costs will be charged to my credit card if deemed necessary. I, the cardholder, expressly consent and authorize the charging of my credit card.

**Security Deposit Amount: ( as advertised)** \_\_\_\_\_

**Credit Card #** (Visa or MasterCard only) \_\_\_\_\_ **CVV** \_\_\_\_\_ **Exp. Date** \_\_\_\_/\_\_\_\_

or ( \_\_\_ ) I authorize Muskoka Vacation Rentals to complete my credit card information as previously provided.

**Signature required for either option**

**Cardholder name** \_\_\_\_\_ **Signature** \_\_\_\_\_

• • •

Initials: \_\_\_\_\_

I have read, understand and agree to abide by the Terms and Conditions as set out above. I understand that the Property Owner(s), Muskoka Vacation Rentals or its employees will not be liable whatsoever for any loss or any injury to myself or anyone on or using the Property or equipment provided with the Property during my rental term, however caused.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

Property: \_\_\_\_\_

Lake: \_\_\_\_\_

Rental Dates booked: \_\_\_\_\_

Please ensure that you have printed out all pages of this document in their entirety and that you are sending all pages when you return the completed form to: **Info@muskokavacationrentals.ca or by fax 705-789-8999**

Web: Muskokavacationrentals.ca Address: 91 West Road, Huntsville, ON P1H 1L9

Maximum Occupancy: \_\_\_\_\_

Extra Add-Ons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials: \_\_\_\_\_