



COTTAGE RENTAL TERMS and CONDITIONS AGREEMENT FOR OWNERS

TO: Muskoka Vacation Rentals, 45 J Kddgtf Tqcf 0J wpxkmg. QP R3J 3E; (P) 705-789-0770 *E#927/: 8: /2553

IN CONSIDERATION of Muskoka Vacation Rentals' services (hereinafter referred to as "**MVR**") to be provided as stated in this agreement, the undersigned (the "*Property Owner*" or "*Owner*") hereby gives you the authority, irrevocable until the expiration of this agreement, to offer for rent the vacation home premises to clients (the "*Applicants*" or "*Renters*") for temporary vacation accommodation, located at:

(Lot, Parcel, Unit #, Concession, County, District, Municipality, Water Body)

On the following **TERMS AND CONDITIONS**:

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MUSKOKA VACATION RENTALS AGREES TO

- 1.1** Photograph the cottage and property for the purpose of marketing the cottage.
- 1.2** Set up for the client, a 'Renter's Guide' package that includes cottage household rules and general information on the use of the cottage property.
- 1.3** Advertise the cottage for rent, handle all inquiries, qualify clients, administer agreements pertaining to any and all bookings, collect deposits and balance of all accommodation charges, and remitting the appropriate amount to the property Owner.

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MUSKOKA VACATION RENTALS FEES

- 2.1** MVR fees for the above described services shall be as follows and are subject to HST: The Registration Fee of \$250.00 + HST = \$282.50 is charged for a period of up to 12 months that the cottage is available, beginning Nov. 1 and ending Oct. 31 each year, regardless of the number of times it is rented out by MVR. The annual Registration Fee is payable upon acceptance of this agreement, and is non-refundable.
- 2.2** An Administrative Fee of 15 percent + HST will be charged on the Owner's portion of the rental rate paid by the renter and is deducted from each payment to the Owner.
- 2.3** If a booking is cancelled, MVR will endeavour to rebook the cottage but will not be held responsible for any loss of income if rebooking is not possible. The amount, if any, that is forfeited by the original Renter, will be forwarded to the property Owner less: (i) the fee payable to MVR in accordance with this Agreement; and (ii) any cancellation fees charged to the Renters. The Owner acknowledges that Renters may be entitled to cancel a booking due to a death in the family which occurs within 14 days prior to the first day of the rental period.
- 2.4** The Property Owner acknowledges that an Applicant is permitted to cancel a booking in the event of a death in the Applicant's immediate family within 14 days prior to the first day of the rental period. In such case, the Applicant will be reimbursed the Rental Rate, less a \$75.00 booking fee to be retained by MVR. If re-booking is not possible, MVR will not be held responsible for any loss of rental relating to the cancelled booking.

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2.5 All fees in section 2.1 and 2.2 are subject to change upon 30 days written notice.

2.6 The Property Owner acknowledges that MVR charges the renter a non-refundable booking fee of \$75.00 (+ HST) per week or part thereof which is in addition to the advertised rate of the cottage, but separate from the Owner's portion.

2.7 The Property Owner acknowledges that Applicants are required to provide a security deposit equal to 50% of the rental cost for their accommodation. Any repairs or cleaning beyond the scope of reasonable wear and tear will remain the responsibility of the Applicant and will be deducted from the Applicants' deposit and paid to the Property Owner in accordance with the terms of this Agreement.

2.8 Applicants remain responsible for damages, charges, penalties and repairs which might exceed the security deposit. The Property Owner is responsible for reporting any such damages or repairs immediately following the applicable rental period and, in any event, within 24 hours following the last day of such rental period. If such damages or repairs are not reported within such 24 hour time period, MVR will not be responsible for collecting and remitting funds to remedy such damages and repairs.

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COTTAGE AVAILABILITY AND RENTAL RATES

3.1 The Property Owner agrees to provide MVR with the 'Calendar of Availability' form identifying available rental dates. The accommodation rates will be agreed upon by mutual consent between the Property Owner and MVR. The accommodation rate does not include any optional services which may be offered.

3.2 Only **after** obtaining written verification from MVR that no pending or confirmed bookings are being held by the company for a specific period, shall the Property Owner be at liberty to use or remove time periods already identified in 3.1 above.

3.3 The Property Owner understands that any bookings arranged by MVR based on the availability given to them by Property Owner constitute a binding agreement between the client and the Property Owner. In the event that the Owner books the same period as MVR, only the booking by MVR will be honoured.

3.4 MVR defines "*booked*" on our website as any time period not available for rent.

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INSURANCE

4.1 The Property Owner warrants that adequate liability and property damage insurance is in effect during any period of occupancy arranged by MVR, including coverage necessary for rental of the cottage pursuant to this agreement. MVR shall not be responsible in any manner whatsoever for the Property Owner's failure to obtain and maintain adequate insurance for any reason, and the Property Owner hereby indemnifies MVR for any losses or damages resulting from such failure.

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SALE OF THE COTTAGE

5.1 The Owner will immediately notify MVR if the cottage has been listed for sale and will arrange a closing date that will honour all bookings already made by MVR or ensure that any agreement of purchase and sale is conditional upon the purchaser assuming the bookings made by MVR in accordance with the terms of this agreement. If the cottage is listed for sale, the Owner will stipulate with realtors that the property is not to be shown during any bookings arranged by MVR and that showings will be limited to rental changeover periods – typically Saturdays between 11:00 am and 4:00 pm.

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CONTENTS AND DESCRIPTION OF COTTAGE PROPERTY

6.1 Upon approval of the list of amenities, the Owner agrees that no changes will be made to this list without first contacting MVR. Failure to do so could result in partial refunds to the Renters affected. All material is copyright protected.

6.2 In the event that any changes are made to furnishings or appliances or previously offered sundries, MVR will be notified in writing immediately.

6.3 In the event that the Owner is unable to supply the accommodation as described, particularly in respect of fundamental elements such as power, water, refrigeration, cooking, lack of legal zoning, etc., the Owner acknowledges and agrees that the Renters will be refunded accordingly and at MVR' discretion, and that the Owner will be responsible to pay the amount of this refund plus the fees due to MVR, either by way of separate invoice to be paid by the Owner or by deduction from current or upcoming payments otherwise due to the Owner.

OBLIGATIONS OF THE PROPERTY OWNER

7.1 To check or arrange to have the cottage property checked between bookings, and will undertake all necessary cleaning, maintenance, repairs, prior to the next rental period along with replenishing cleaning supplies, BBQ propane tanks and any other supplies or amenities listed on the listing agreement with MVR.

7.1 (a) The cottage owner is responsible for hiring and verifying references and bonding of cleaning staff. The cleaners are to contact MVR at every guest checkout cleaning, to ensure the property was left clean, secure and that no damage has been done to the property or it's contents. This is required to release the security deposit.

7.2 In the event of a problem requiring repair or maintenance that fundamentally affects the liveability of the cottage during the rental period, the cottage Owner or the Owner's representative will be available to carry out such repairs as are necessary as soon as reasonably possible and to supply MVR with the name and contact number of the Owner's representative.

7.3 To accept reasonable wear and tear of the cottage property by the clients relating to condition of furnishings, equipment, buildings and facilities including, without limitation, BBQ's, hot tubs, appliances, furniture, window coverings, automation, recreational equipment, gaming systems and other chattels and/or fixtures. Examples of reasonable wear and tear include, but are not limited to: fading, peeling or cracked paint; slightly torn or faded wallpaper; small chips in plaster; doors sticking from humidity; carpets faded or worn thin from regular use; loose grouting and bathroom tiles; worn or scratched enamel in bathtubs, sinks or toilets; partially clogged sinks caused by aging pipes, and nicks in walls and/or floors. The Property Owner acknowledges that this kind of wear and tear is inevitable.

7.4 The Property Owner is solely responsible for determining local zoning bylaws to permit the property being used as rental accommodations or short term rental accommodations and shall have no claim whatsoever against MVR in the event the Owner fails to ascertain the intended short term rental is a permitted use and it is subsequently determined the rental is prohibited under the local bylaw(s). In this regard the Owner also agrees MVR shall be under no obligation express or implied to verify the use is a permitted use in accordance with applicable use bylaws.

7.5 This Agreement grants MVR the right to use photos of the Owner's property as listed on Page 1 of this Agreement for advertising purposes including but not limited to:

- (i) Use content in coordination with email marketing
- (ii) Incorporate content into film, video or multimedia presentations
- (iii) Use content as prints, posters, postcards or other reproductions for use and display
- (iv) Incorporate images on pamphlets, brochures and catalogues provided that images are not used as a logo or trademark

7.6 To provide unlimited internet usage to Renters and to arrange and/or monitor WIFI usage directly between the Owner and the Renters. MVR will not be responsible for monitoring internet or WIFI usage and will not provide reimbursement to Owners for the use or excessive use thereof under any circumstances.

7.6 (a) If no internet is available or accessible, then adequate notification must be given to MVR upon signing of the "Agreement".

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CANCELLATION OF AGREEMENT

8.1 This agreement may be cancelled by either party, within 30 days, with written notice, *provided* that the Property Owner honours all bookings already scheduled by MVR.

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DISPUTES

9.1 MVR will be the final arbitrator in the event that a dispute arises between the Renter(s) and the Owner(s). MVR will have complete and full discretion to issue refunds either full or partial for conditions not acceptable to the renter and MVR. If the Owner has received the net rental before MVR provides a refund, the Owner agrees to immediately reimburse MVR. If in this event MVR has not been reimbursed by the Owner, MVR shall be entitled to deduct the amount refunded from the next rental payment to the Owner. There will be no adjustment to the Administrative Fee for any reimbursements to the renter due to difficulties at the property.

9.2 If the Owner is dissatisfied with the condition of the property after a rental period, the Owner shall advise in writing MVR within 24 hours after the end of the booking period. MVR shall have sole discretion as to the amount (if any) of the security deposit to be paid to the Owner.

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INDEMNITY

10.1 The Owner(s) agree to indemnify and save harmless MVR and each of its employees or representatives from any and all claims of any kind whatsoever relating to the cottage and its rental, however caused, including zoning noncompliance except for the gross negligence or intentional act of MVR and/or its employees or representative.

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REPRESENTATIONS OF OWNER AND CONTRACT PROVISIONS

11.1 The Owner warrants and certifies that he/she/they, is/are the legal Owner(s) of the cottage and has/have full authority to enter into and carry out all the provisions of this contract.

11.2 The Owner warrants that this agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators.

11.3 The Owner acknowledges having reviewed, read over, fully understood and accepted all terms, conditions and provisions of this agreement.

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OVER-EXTENSION OF RENTAL PERIOD

12.1 The Owner agrees with MVR that if any renter fails to vacate the cottage property premises after the expiration of the rental period, the Owners will be responsible for regaining possession and MVR will have no liability to the Owner for any expenses however incurred.

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GOVERNING LAW

13.1 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 MVR and the Owner.

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OWNERS ACKNOWLEDGEMENTS

14.1 The owner acknowledges and accepts that he/she has reviewed **Schedule A. Renters Application** and **Schedule B. Renters Terms and Conditions** attached hereto.

Signature

Signature

This contract expires October 31, 20_____

The Owner has read and understood the above terms and conditions and agrees to be bound by the terms and conditions stated above which when signed below shall create a legally binding agreement between the parties.

Date

Property Owner Name

Signature

Mailing Address:

Date

MVR Representative

Signature

Our Service to you, the Owner

Our yearly registration fee is \$250.00 + HST for a period of 12 months. This will run from November 1st - October 31st of each year. This will provide maximum exposure worldwide and includes pictures in full colour and the description of your cottage, lake, a list of all amenities and facilities, links to websites offering points of interest in your area. Our goal is to continue to provide you with the most exposure on the most comprehensive website in the business.

There is a 15% + HST administration fee for each booking we book on your behalf, and it is deducted from our payment to you for that rental.

You will receive payment from MVR one week after the rental period, along with an explanation of the payment for that period.

No hidden fees to you. There is a \$75.00 + HST booking fee that is payable by the renter.

Signature

Date