

**Short Term Rental Agreement and Contract - Port Franks Getaway, 7702 & 7706 Clayton St.  
Port Franks, Ontario, Canada**

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the paid Reservation Date and between the invoiced person(s) or company (the "Guest") and Port Franks Getaway owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the a short term suite at the address described on the invoice (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

**OCCUPANCY**

Guest agrees that no more than the maximum persons on invoice shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

**CONDITION AND USE OF PROPERTY**

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tub, sauna, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, saunas, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, and such use is at the Guest's own risk.

Guests shall use the property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guests and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbours, nor shall Guests use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

**DEFAULT**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

**ASSIGNMENT OR SUBLEASE**

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

## **RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

## **RELEASE**

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

## **ENTRY AND INSPECTION**

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

## **UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

## **ADDITIONAL TERMS TO THE RENTAL AGREEMENT ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

## **GENERAL PROVISIONS**

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of payment shall be deemed a valid signature.

## **Service Animals**

As per the Ontario Human Rights Code and the AODA, we request acceptable documentation from a regulated health professional stating the need for a service animal (or the ID card from the Ontario Ministry of the Attorney General). We also request that the service animal is never left alone in or on the premises.

## **General Policies / Terms**

### **Cancellation Policy:**

Full refund for cancellations made within 48 hours of booking, if the check-in date is at least 14 days away.

The guest can cancel free of charge until 60 days before arrival. The guest will be charged the total price of the reservation if they cancel in the 60 days before arrival. If the guest doesn't show up they will be charged the total price of the reservation. 60 days before check-in, cleaning fee only will be refunded.

### **Things to know / agree to before booking:**

Check-in: 4:00 PM – 8:00 PM (unless otherwise arranged)

Checkout: 10:00 AM

Not suitable for children or infants - Adults Only

No smoking on property

No pets

No parties or events

### **You must also acknowledge**

Some spaces are shared - Spa deck, bbqs, hot tub, sauna, fire pits

Surveillance recording devices on property

Security Deposit - if you damage the home, you may be charged replacement value up to

\$2500

### **Additional rules**

- Septic System: Our property is on a septic system, please do not flush anything down the toilet other than toilet paper. A trash bin is provided for all other items. Thank you
- Please leave the property & unit as you found it
- No Smoking / vaping on Property

- ADULTS ONLY. If you show up with children, you will be refused with no refund - No overnight guests are allowed. Day guests (additional fee \$50 per person, maximum 2) must be reported to your host!
- Spa facilities are for paying guests only
- Spa rules and regulations are supplied in room - you agree to read and adhere to all policies. We reserve the right to deny spa privileges.
- The cottage/studio/suite/apartment is located in Port Franks, a small residential cottage community. I have supplied drive times to main areas of interest! Thank you

Guest

Address: \_\_\_\_\_

Guest

Address: \_\_\_\_\_

Guest Drivers License #: \_\_\_\_\_

Check in Date: \_\_\_\_\_ Check Out Date: \_\_\_\_\_

Guest Name (PRINT): \_\_\_\_\_

**By signing this rental agreement, the Guest acknowledges that they have read, understood and agreed to comply with all rules, terms and conditions in this contract.**

Guest

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2nd Guest Name (PRINT): \_\_\_\_\_

**By signing this rental agreement, the Guest acknowledges that they have read, understood and agreed to comply with all rules, terms and conditions in this contract.**

2nd Guest Signature: \_\_\_\_\_

Date: \_\_\_\_\_