

Rental Terms & Conditions

General

All-Season Cottage Rentals Inc. ("All-Season") acts as a booking agent. It arranges bookings and reservations of holiday accommodation for the vacationer ("You") as agent for the owner of the holiday accommodation ("the Owner"). The terms and conditions of the agreement between You and the Owner are as set out herein and in the Cottage Household Rules.

Payment

You will remit thirty three percent (33%) of the total rent plus the administrative fee, Accidental Damage Waiver, and HST at the time of booking. The balance shall be payable thirty (30) days prior to occupancy.

All payments shall be made to All-Season Cottage Rentals Inc. by valid credit card, cheque, email money transfer, or money order. There will be a \$30.00 penalty if the balance owing is not paid to the company a full 30 days prior to occupancy.

If the Property rental is made with less than thirty (30) days notice, payment in full is required at the time that the Cottage Rental Application is submitted via valid credit card, certified cheque, money order or email money transfer.

Bookings shall be confirmed in writing by All-Season after payment of the deposit and receipt of a completed Cottage Rental Application form.

If any cheques are returned as N.S.F. or for any other reason, an administrative charge in an amount of fifty dollars (\$50.00) is payable.

Cancellation By You

Any cancellation made by You shall be in writing addressed to All-Season. On receipt of such notice of cancellation All-Season shall make reasonable efforts to re-book the holiday accommodation for the entire period of the original booking. If All-Season is successful in re-booking the holiday accommodation for the entire period originally booked, it shall refund all monies paid (whether by deposit or otherwise) less a cancellation fee of \$200.00 per period booked. If All-Season only succeeds in re-booking the holiday accommodation for a portion of the period originally booked, it shall refund such portion of the monies paid that relates to the period re-booked, less a cancellation fee of \$200.00 per period booked. If All-Season is unable to re-book the holiday accommodation at all, then all monies paid (whether by deposit or otherwise) shall be forfeited.

Cancellation By All-Season/Owner

If the Property is damaged, destroyed, uninhabitable, or is unavailable for any other reason, then All-Season may terminate this Agreement by giving written notice to You. All payments that You have made will be refunded and neither the Owner nor All-Season shall have any further liability to You.

COVID Cancellation Policy

If the provincial government specifically bans short-term rentals during the time of your reservation (the ban must include the first day of your reservation), all funds on file will be refunded less our \$95 admin fee (plus HST) which will be held on file as a credit towards your next stay. This credit does not expire and can be used towards any property on our site. If you are unable to travel due to a positive Covid diagnosis, or any other medical situation, our regular cancellation policy would apply as outlined in our Rental Terms & Conditions under "Cancellation By You" section.

Refunds

You agree that You shall not be entitled to any refund arising from weather or water conditions, changes or fluctuations in the lake level, conditions at neighbouring cottages or other conditions beyond the control of All-Season and the Owner.

Use

You agree to use the Property for personal vacation use only. All persons staying at the Property overnight (including guests) will be named on the Cottage Rental Application and it is your responsibility to ensure that all such persons and all guests abide by the rental terms and conditions. If You violate this provision, You will be deemed to have committed a fundamental breach of this Agreement which will entitle the Owner to evict You from the property without refund or other compensation.

The number of persons present (includes adults and children) overnight or during the day (including guests) shall not exceed the maximum number indicated on the cottage profile for that property, without prior authorization from All-Season. If You contravene the maximum number stated for each cottage, You will be subject to immediate eviction without refund or an additional nightly charge of \$200.00 per person, at the discretion of the Owner or All-Season. Please note that any person, regardless of age is counted as a person in the occupancy of a cottage.

There shall be no camping, tenting or other auxiliary accommodation on the Property without prior written authorization.

No person under the age of twenty-five (25) years is allowed on the Property unless such person is accompanied by a parent or guardian.

Pets are only permitted on the property if they are indicated on the booking application form and approved by the owner. The number of pets is restricted to one, unless prior, written authorization is obtained. Bringing, or allowing, a pet at a no pet cottage will result in immediate eviction and You will be charged a penalty fee of \$350 plus GST. If a property is "NO PETS" restricted, please note this does not necessarily mean the cottage has not had pets present at some time. All-Season takes no responsibility for conditions arising from allergies at any cottage, whether noted as "NO PETS" or not.

Repairs

Reasonable efforts will be made to ensure that all of the equipment at the Property is in good working order at the time of your arrival. Should there be a problem with the water, plumbing or electrical system or with a major appliance, You are to contact the Owner in accordance with the information contained in the Cottage Household Rules.

Your Obligations

Repair

You agree to keep the Property and all furniture, fixtures, chattels and effects in or on the Property in the same state of repair and condition as at the commencement of the rental period, save and except for ordinary wear and tear.

Clean Up

You agree to clean the Cottage prior to departure, remove your own garbage and recycling and generally to leave the Property in the same state of cleanliness and general order in which it was found.

Keys

You agree to return the key at the time of departure to the place where it was picked up. You agree to pay a thirty dollar (\$30.00) charge if the key is lost or not returned at the time of departure.

Telephone Calls

You agree not to incur long distance or other telephone charges during your occupancy of the Property. In the event that any such charges are incurred, You agree to pay all such charges together with an accounting fee in an amount of thirty dollars (\$30.00). You agree that if such telephone charges are incurred contrary to this Agreement, such charges and the accounting fee may be charged to your credit card.

Drinking Water

It is your responsibility to determine whether the water supply for the Property contains potable water. If the Property is serviced by a well, You acknowledge that You have been advised that such well may run dry through overuse.

Linens

Towels, sheets, pillow cases and dish cloths are not included with the Property unless otherwise stated in the Cottage Listing.

Forgotten Items

If you request the return of any items which were inadvertently left on the Property, You agree to pay an accounting/packaging fee in an amount of thirty dollars (\$30.00) in addition to the cost of postage for the return of the item. You agree to allow such charges to be charged to your credit card. All-Season Cottage Rentals accepts no responsibility for forgotten items.

Proof of Insurance Coverage

All-Season reserves the right to request proof of a home/contents insurance of each renter to demonstrate that any damage made at the property will be covered by the renter's home/contents insurance.

Check In/Check Out

Arrival time is 4:00 p.m. on Saturday and departure time is 4:00 p.m. on Saturday, unless otherwise stated on the Cottage Information Sheet.

Access

The Owner and/or All-Season shall be allowed access to the vacation property at any reasonable time during any holiday occupancy.

Disclaimer

The information contained in any printed materials or web site is believed to be accurate at the time of printing/viewing. However, All-Season reserves the right to make alterations thereto. Although All-Season shall endeavor to inform You of such alterations, the failure to do so shall not relieve You of your obligations under this agreement.

If the alterations relate to fundamental elements or services, All-Season shall attempt to provide comparable fundamental elements or services. If such fundamental elements or services cannot reasonably be provided, the sole obligation of All-Season shall be to provide such refund as it deems appropriate. Fundamental elements refer to water systems, plumbing and electrical systems, major appliances, such as refrigerator and stove. Fundamental elements do not refer to recreational items such as boats, motors, hot tubs, televisions, VCR's or satellite dishes and such recreational items are provided at the discretion of the owner as an added feature for the renter's use. While every attempt will be made to ensure that such equipment is in working order, should breakdown or some other situation occur whereby these elements are not available for the term of the holiday, neither All-Season nor the owner shall be responsible for replacing same or for refunding any part of the monies You have paid. All-Season shall not be responsible for any damage to property or personal injury however arising.

Limitation of Liability

You acknowledge and agree that You will use the cottage and its facilities in accordance with the rental terms and conditions and the household rules and that You do so at your own risk.

Indemnity

You will indemnify and save All-Season and the owner harmless from any personal injury, sickness or death, loss or damage, however caused, to your person or property or that of your family or guests both during or after the time of occupancy. Further, You accept full responsibility for the use of the cottage and any recreational equipment such as boats, etc. and agree to pay for any repairs or replacement of said equipment, other than for normal wear and tear. You acknowledge that You are responsible for ensuring all boating regulations are observed, for having required safety equipment in the watercraft, and for complying with operator competency requirements.

Legal Proceedings

If You are in default of the terms of this Agreement and it is necessary for All-Season or the Owner to take legal action against You, You agree that All-Season and the Owner shall be entitled to recover all costs and expenses of such proceedings including legal fees on a substantial indemnity basis.

Jurisdiction

This Agreement shall be governed by the laws of the province of Ontario and You agree to attorn to the sole jurisdiction of the courts of Ontario with respect to any and all disputes arising under this Agreement or between You and All-Season and/or the Owner.

Entire Agreement

There are no representations, collateral agreements, warranties or conditions except as set out in this Agreement.

Assignment

You have no right to assign or sublet this Agreement. Where separate families, groups or parties will be occupying the Property at different time periods separate Cottage Rental Applications must be completed by each party.

Electronic

You agree that this Agreement may be executed by facsimile transmission or electronic signature and that facsimile or electronic signature will evidence the obligation of the parties to be bound by the terms of this Agreement.

***Accidental Damage Waiver Plan**

Accidents can and do happen to all of us, anytime, anywhere, and the costs can be high. Our Accidental Damage Waiver Plan is a service designed to give you peace of mind during your holiday. The plan protects you in the event of accidental damages to the real or personal property of the Owner while the cottage is occupied by you and your registered guests.

This Is How It Works:

The Damage Waiver is a \$75 (plus HST) non-refundable fee that will provide coverage for accidental damage taking place at the cottage during your stay for up to a total of \$2,500 in damages. Damages must be reported to our office prior to check-out or this plan is void. Damage in excess of \$2,500 and negligent or intentional damages will be your sole responsibility.

Examples of covered items include: beverage or food spills on carpet, broken glasses, and damaged furniture.

Examples of non-covered items: damage caused by negligent acts, excessive cleaning, theft, pet damage/clean up, garbage disposal, long distance telephone charges.

Conditions:

The Accidental Damage Protection plan has certain conditions. The plan will not waive your liability for damage or theft resulting from:

- Acts of God, as a result of fire, flood, or other natural disasters (this clause is applicable to cottage owners only).
- Intentional Acts, and omissions by You and/or your guests. When the consequences to the Property could have been foreseen by a reasonable person including additional cleaning and/or maintenance resulting from abuse and/or neglect.
- Gross Negligence which, for the purposes of this Agreement, shall be defined as an act by You and/or your guests in reckless or willful disregard as to the consequences to the Property including loss or damage by animals* .
- Any cause, if You do not report the damage immediately to All Season prior to checking out of the cottage.
- Normal wear and tear (this clause is applicable to cottage owner only).
- Future loss of rental income* (this clause is applicable to cottage owners only).

- Damages in excess of the damage coverage amount.*
- Coverage does not apply for theft or damage of any property owned by or brought on to the premises by You.

*In the event of loss or damage to the vacation accommodation caused by such acts or omissions by You and/or your guests, you will be entirely liable for such damages. Any of the aforementioned issues or damages may be debited from the credit card submitted by you to All Season.

Administrative Procedures

All waivers of theft or damage will be administered by All-Season staff. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. You must report in writing any theft or damage to the cottage or its contents to All Season by the time of checkout or the damage waiver will be void. All-Season has ultimate claim administration authority. In the event of any dispute relating to this waiver All-Season may require such dispute be submitted to binding arbitration.

Terms of Coverage

The plan takes effect upon check in on the booked arrival date. All coverage shall terminate upon normal check out time or the departure of You, whichever occurs first. Important Note: Payments for the Accidental Damage Waiver Plan will not be accepted after the guest has entered the cottage for the beginning of their stay. This document becomes part of your rental terms and conditions.