



COTTAGE RENTAL AGREEMENT (CRA)

ABC Cottage

DATE:

It is my pleasure to confirm the following dates, times of arrival, and rental breakdown for your cottage vacation:

Kawartha Cottage Vacations Inc. Attn: Ken Turner C: 905-691-1664 ken@kawarthacottagevacations.ca admin@kawarthacottagevacations.ca 892 Moreau Lane, Milton, On L9T 0C9 TICO Registration# 50021003	Cottage Owners: ABC Cottage John Smith 123 Anyplace Ontario
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COTTAGE MAIN RENTAL CLIENT(S):

Name(s)	Address	Phone	Email

AMENITIES: (your rental details will be included in this chart)

AMENITY	INFORMATION
Pets	
Boat(s), Dirt Bike(s), ATV(s)	
Cleaning Service	
Linens & Towels	
Bunkie	

RENTAL DETAILS: (this is a sample only, will be customized for your rental)

Cottage Name and Lake Name		
Arrival Time & Date	3:00pm	Saturday, July 15, 20XX
Departure Time & Date	11:00am	Saturday, July 22, 20XX
Number of Nights		7
Weekly Rental Fee		\$3,375.00
Cleaning Service Fee		\$150.00
Total Rental Fee		\$3,525.00
Damage Deposit	\$500.00	\$500.00
Initial Deposit Due (50%)	Thursday, March 16, 20XX	\$1,762.50
Final Deposit Due	Saturday, June 17, 20XX	\$2,262.50

This agreement is based on the list of guests provided by the renter at the end of this agreement. Any additional guests will be subject to the Cottage Owner's approval and extra person fees may apply (\$210/guest per stay). Extra person fees are non-refundable if not attending. Children under 1 year of age are free.

Price increases are not permitted. Kawartha Cottage Vacations Inc. and the Cottage Owner do not sell insurance. Be advised that trip cancellation, personal contents, health, medical, travel and out-of-province health insurance are available to purchase elsewhere https://www.google.ca/?gws_rd=ssl#q=ontario+travel+insurance&

PAYMENT TERMS:

Upon agreement of rental, the initial deposit of 50% is due in order to guarantee the reservation. Deposit is to be made via Interac e-Transfer to the Cottage Owner. The final deposit which includes a damage deposit, is due 28 days prior to checking in and should also be sent via Interac e-Transfer to the Cottage Owner. Please ensure that the final deposit is completed and received by the Cottage Owner prior to or on the due date indicated above.

In order for us to keep current records, **please copy and paste the email transfer receipt and email to admin@kawarthacottagevacations.ca** once completed.

TERMS AND CONDITIONS:

ABC Cottage
123 Anyplace Ontario

**Please do not be alarmed by the length and detail of the following.
It is just our way of letting you know how important
"THIS LITTLE PIECE OF PARADISE" is to us.**

COVID-19:

As this CRA (Cottage Rental Agreement) is being written under current Ontario Provincial health & safety guidelines, please understand, it is the renter's total responsibility to stay informed and follow the guidelines at the time of the rental. It is imperative that you are guided and follow the Ontario Provincial Government's [Reopening Ontario's Framework](#) at the time of your rental, as it may change prior to your rental dates. Also, please be aware of Kawartha Cottage Vacations [Safety Plan](#).

If travelling from outside of Canada, please be aware of the following:

ArriveCAN App: This free app is the official Government of Canada platform for you to provide your information when entering Canada. <http://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19/arrivecan>

Federal Government COVID-19 Travel Website: The Ontario government has a useful website full of information related to travel requirements and considerations. It includes up to date details about planning your entry into Canada, testing & quarantine requirements, leaving & while outside Canada and more. travel.gc.ca/travel-covid

Federal Government Travel Websites: This page has useful information related to travel requirements, global travel advisories, passport information and more. travel.gc.ca/travelling/advisories

COTTAGE RESPECT & CLEANING:

As a renter, it is important for you to know that the cottage must be left in the same condition as you found it or better; cleaned (washed/sanitized), neat, organized, and tidy; **ready for the next renters to move into as it has been done for you**. It is not the same as renting a hotel/motel/inn or in a resort, which have cleaning and maintenance staff. When renting a cottage on a lake or in the country, issues are sometimes much different and remedying them sometimes can take longer than expected or usual when in a town or city:

- Indoor & outdoor furniture needs to be returned to its original place.
- All living areas including kitchen, bathrooms, bedrooms etc., including floors must be left clean, washed, tidy.

- All dishes & cutlery returned to proper drawers/cupboards – no dishes are to be left in dishwasher (if applicable) or sink.
- Beds must be left neat & stripped of linens and all rented linens must be placed folded on the beds.
- Comforters and pillows should also be placed neatly on beds.
- Refrigerator must be emptied of food items. Your left-over food items need to be returned home (see clause regarding garbage).

Failure to meet the above-mentioned requirements will result in a fair portion of the security deposit to be withheld to pay for such organization and “extra” cleaning.

WATER/PLUMBING/SEPTIC SYSTEM:

- Please understand that this cottage operates on a septic system, and only bodily waste materials and toilet paper should be flushed down the toilet.
- Because of the septic system, do not put any solid waste materials or grease down the sink drains.
- Although the well water is potable, you may wish to bring your own drinking water.
- Turn off all taps following use.

PARKING:

- There are parking spaces available for up to 4 vehicles.
- Please be sure to park only on the driveway (not on the grass as there are septic lines/septic tank below this area, which will be damaged by the weight of vehicles).

GARBAGE:

- As renters may produce large amounts of garbage and recycling, it is the responsibility of the renter to manage this completely. It is suggested and encouraged that renter's take their garbage and recycling to the dump periodically during their vacation dates.
- While at the cottage **DO NOT** store any bagged garbage outdoors as this will attract raccoons, bears and other wild animals and invariably result in the garbage being spilled all over from animals rummaging.
- All recycling and garbage produced at this cottage, by the rental clients, is to be taken to the dump or taken home with them at the end of their vacation dates.
- The location/address of the dump/landfill station is xxxx.
- Hours of operation are xxxxx.
- All garbage is to be placed in (clear/green/black) bags and stored in the “green bear proof garbage box” out by the road. All garbage must be in these large bags that are supplied, tied once they are full. There should be “no loose garbage in the green bear proof garbage box”. There is a weekly 2-bag limit dictated by the Township. Wednesday (8 a.m.) is pick-up day for garbage.
- The recycle blue boxes are kept at the back door for your use. All recycled products must be placed in them and put out beside the “green bear proof garbage box” for an early Wednesday morning pick up (8 a.m.).
- All extra garbage & recycling produced by you needs to be taken to the local dump before you check out (15 min. drive). There is a “dump pass” hanging on the fridge that must be returned. To replace this dump pass will cost \$50 to the renter who loses it. There should be no excessive garbage or recycling left by you to interfere with the next renters moving in.
- If tenants have a problem adhering to the above, and if the owner has to clean/organize the garbage/recycling situation there will be a **minimum \$50.00** fee deducted from the security deposit.

CAMP/COOKING FIRES:

- Small campfires are permitted as directed by the Ministry of Natural Resources/police (especially during dry/fire season).
- As cardboard/paper products take much space in the garbage bags/recycling bins, you might wish to burn these items while having your small campfires. Do not burn plastic, tin cans, glass or other items that should not be in the fire. Make sure that you put/drown out your fire with plenty of water before going to bed.
- As renters burn firewood at various rates, it is necessary to charge/sell it at cost (\$20.00/cart). If you use up what is in the cart and would like more, please fill up the cart again and advise the Cottage Owner how much you use (number of carts). You will only have to pay for what you burn.

GUESTS:

- This is a **"No Party Cottage"** and guests are not permitted without the owner's approval. If you plan on having guests, you must notify the owner and KCV know who and how many will be using the cottage and for how long. Please contact us admin@kawarthacottagevacations.ca, ph. 1-877-354-6715 or contact the owner at the email address, phone # provided on page 1 of your CRA. If guests are on the property without the owner's approval, extra charges may apply.

SMOKING:

- This is a "No Smoking and No Vaping" cottage. Please respect our wishes for a safe, smoke free cottage. If you are a smoker, please smoke outside of the cottage and dispose of cigarette butts in a proper container which will completely extinguish them for safety and environmental reasons. Please **DO NOT** discard cigarette butts on the ground.

FIREWORKS:

- Please be advised that in respect for our neighbours and nature itself, there are to be **NO** fireworks at this cottage unless the renter has received approval in writing from the Cottage Owner.

PETS:

- If your pet has been accepted by the owners, renters are encouraged to bring the pet's kennel.
- Please "Poop and Scoop" and consider the convenience and respect for our neighbours on both sides.
- Please also do not let your pet urinate in the same place each time as this will kill the vegetation in that area. The owner would prefer you to take your dog for a walk to accomplish this task and of course continue to "Poop & Scoop".
- Pets are not permitted to be on any of the furniture. If your dog is wet, please do not let it in the cottage until it is dry.
- As a pet owner you are aware that you are totally responsible for your dog and its actions and whereabouts. If any of the neighbours complain to the owners of the cottage regarding your dog being on their property (especially pooping on their property) and you have not cleaned it up, a minimum of \$100.00 will be withheld from your Damage Deposit for compensation to the neighbour(s). This will be the sole discretion of the owner of the cottage you are renting.

CANCELLATION AND AMENDMENT POLICY:

- Any cancellation by the rental client must be in writing and emailed to Kawartha Cottage Vacations admin@kawarthacottagevacations.ca. Upon receipt of such notice, we shall endeavour to re-rent the property for the period of the original booking. Any cancellation must be at any time but no less than 90 days prior to the original date of check in.
 - If we are successful in re-renting, the cancelling renter will be reimbursed all original funds minus any shortfalls (the rental difference from the advertised rental rates and what the re-renting renter has paid) & a \$150.00 KCV Administration Fee.
 - If we are unsuccessful in re-renting the cottage, all original funds (minus the \$150.00 KCV Administration Fee) can be put forward to another cottage rental, at this same cottage, within 1 year (no later than 1 year of your original rental date), during the same season of the next year, of the original rental date (based on availability and at the advertised rates in existence at the time of rebooking). Cancelled High Season rentals will be allowed to rebook anytime in High Season the following year, subject to availability.
 - All "extra persons fees" are non-refundable, however, if any extra person is not able to attend due to the government having COVID-19 restrictions in place (e.g. maximum of 10 people for socializing), upon request with advanced notice (at least 14 days prior), the "extra persons fees" associated with the overage will be refundable at the same time as the damage deposit.
- If the cancellation notice is less than 90 days prior to the check-in date, and we are unsuccessful in re-renting the cottage for the same dates, all funds will be forfeited. If, however, we are successful in re-renting the cottage for the same dates, the cancelling renter will be reimbursed 50% of the original funds paid minus any shortfalls (the rental difference from the advertised rental rates and what the re-renting renter has paid) & a \$150.00 KCV Administration Fee.

- If the outstanding balance of the rental fee as per the CRA is not received at least 28 days prior to the commencement of your rental period and you have not notified us to admin@kawarthacottagevacations.ca, the Cottage Owner will have the right to cancel your reservation and your deposit is forfeited.
- Any amendment or revision to the CRA (Cottage Rental Agreement) requested by the rental client will be subject to a non-refundable fee of \$30.00 for each amendment.

Note: If the government cancels short term rentals prohibiting the rental client from renting the cottage, all original funds will be put forward to another cottage rental, at this same cottage, within 1 year (no later than 1 year of your original rental date), during the same season of the next year, of the original rental date (based on availability and at the advertised rates in existence at the time of rebooking). These cancelled High Season rentals will be allowed to rebook anytime in High Season the following year, subject to availability.

DAMAGE DEPOSIT:

- The damage deposit will be refunded to the renter once the premises have been thoroughly checked by the Cottage Owner or the designate (within 7 business days if the owner is unable to be there). All or part of the damage deposit may be used for any breakage or damage or any incidents of non-compliance with the rental contract (which may include inside or outside cleaning costs).
- If there are any noise complaints from the neighbours &/or if the police/fire or emergency services are called to the cottage for any negative reason, the Cottage Owner will have the right to hold back some or all, of the damage deposit, including the cost of any public service fees, fines, or charges. Some of this money held back may or may not go to appease the neighbours who have been inconvenienced.

TELEPHONE USAGE:

- There is no telephone service attached to the cottage, but the cellular service is good.

BOAT/WATERCRAFT:

- There are several kids/adult life jackets located at the cottage, however, if you need one specifically for you or someone else, this will be your responsibility. You are welcome to use the life jackets at your own risk but please remember that legally they must fit you properly. Please check this link for more information: [Lifejackets and PFDs - Canadian Red Cross](#)
- A canoe and kayak are available for your use with your cottage rental fee.
- If you plan on bringing your own watercraft, be sure to advise Kawartha Cottage Vacations Inc. of this, well before you arrive.
- If you are renting a motorboat, please ensure that you or someone in your group has a boater's license, as according to Ontario Law a boating license is mandatory. It is your responsibility to comply.

WiFi:

- WiFi is available at this cottage however it is fairly expensive to use excessively, because of the area, we are limited to wireless connectivity, and therefore need to limit our internet access.
- Avoid high-definition streams as these are costly.
- Access will be monitored for any overages, overage charges will be withheld from your damage deposit.
- 20 GB is included with the cost of your rental. Additional usage will be billed at \$5 per GB.

OTHER GENERAL INFORMATION/REQUESTS:

- Please remove shoes when inside the cottage and wear indoor footwear so as not to soil carpets (if applicable).
- If walking outdoors with bare feet, please be sure to clean feet off well before entering cottage and wear indoor footwear so as not to soil carpets (if applicable).
- Please be very careful with the floors, avoid scratches in them by dragging furniture, chairs, coolers, or any other items.
- Please use the cutting boards that are provided. Do not use the countertops as they may scratch and/or ruin the cutting knives.
- For your convenience, all the cleaning supplies for the cottage are in the kitchen pantry. A push mop and spray cleaner are supplied for the kitchen floor. A mop & pail for washing the bathroom floor are in the kitchen closet by the back door.

- There is a vacuum in the closet in the back bedroom. If you have a dog/cat, please make every effort to vacuum up all animal hair.
- If the grounds need to be maintained and we are not able to do it between renters, the owner will need to have access to the property during your stay, and we will do our best not to disturb your time.
- The cottage is surrounded by great neighbours who have been very supportive and patient; please be respectful of property lines, profanity, noise, and loud music during the day and especially after 10 pm when children and the elderly are usually in bed trying to sleep.
- At no time are vehicles allowed on the grass areas.
- Bed linen, pillowcases & towels must be brought with you unless supplied as per the agreement.
- Please be careful with the consumption of propane (turn off BBQ and tank controls after use) and hydro (lights and hot water). As you are well aware these items are very expensive.
- There are 2 propane tanks at the cottage in case one runs out. If the tank you are using runs out, it is your responsibility to have it refilled or exchanged at your earliest opportunity. The second tank is there for you to use so that you can continue cooking/BBQing. If everyone adheres to this method, no one will be without propane at a mealtime. If the tank does not run out of propane during your stay, then you have "lucked out"! Please be fair!
- Please do not under any circumstances, feed the geese or any other wild animal! They will keep coming back and "poop" all over the yard. Some can constitute a danger to health and property.
- Check in/check out procedures will be sent to you prior to your arrival and after we have received your signatures and outstanding balance. If you have any questions before your arrival, please email both the owner and us at KCV (admin@kawarthacottagevacations.ca).

I _____ have read, understand, and accept the above concerns and requirements of the landlord and the rental responsibilities attendant **ABC Cottage**. I will do my very best to take care of the cottage and property so that it is left like we found it. I understand that any damage, loss or unkemptness to the cottage, watercraft or property will be at my expense.

Signature of Renter

Date

The above provisions are binding upon receipt of the executed cottage rental agreement by the landlord.

WAIVER AND RELEASE OF LIABILITY & ASSUMPTION OF RISK ACKNOWLEDGEMENT

(To be signed, in advance and ASAP, by all adults who are 18 or older as of the day of checking in)

Rental Dates: Fri. July 1 – 8, 20XX

DEFINITIONS: Facilities/Premises: **ABC Cottage**, 123 Anyplace Ontario

Indemnitee – Kawartha Cottage Vacations Inc., Ken Turner and the owner, John Smith

Indemnitor – The individual(s) signing below hereinafter also referred to as the Renter(s) and his/her heirs, administrators, assigns and executors.

The Indemnitor hereby agrees to indemnify and release the Indemnitee's from any liability for damages from loss, illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, Indemnitor's use of the Facilities and services provided at the Facilities and will save them harmless in respect thereof.

Indemnitor represents that:

1. I am 18 years of age or older.
2. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will, on behalf of myself and my family (which may include children under the age of 18 years) and any of our guests who may visit the facilities in order to save harmless the Indemnitee from any possible claims therefrom.
3. I have no physical or psychological conditions, nor any history thereof, which will impair my ability to utilize the Facilities and its services in a safe manner.
4. I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services of the Facilities, and further agree that I assume all risks associated with the exercise of personal judgment about the use of said Facilities and services, and in particular I acknowledge that the indemnitee has made no representation or warranty as to the status of the premises for the purposes of being sanitized for Covid-19 and I assume all risks associated therewith and will save the indemnitee harmless in respect thereof.
5. I understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities, accessories and their services, and hereby RELEASE ALL CLAIMS, including but not limited to, personal injury, property damage or destruction, and death, whether caused by NEGLIGENCE, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the Indemnitee.
6. My use of the Facilities and accessories listed above is entirely optional and my own free choice. I acknowledge this is a lake-oriented property and I assume responsibility for personal safety and the proper and responsible operation of watercraft compliant with all Provincial and Federal marine regulations and licensing requirements.
7. All personal property of the Indemnitee placed in the rented premises, or in any other portion of the property on which the premises is located, shall be at the sole risk of the Indemnitor and the Owner shall in no event be liable for loss, deduction, theft, or damage to such property unless caused by or resulting from gross negligence of the Owner, or his employees.
8. I hereby agree that all and any legal action however so caused in relation to this rental is the sole and complete financial and personal responsibility of the undersigned.
9. I hereby undertake and agree to be fully responsible for the cost of repair for any damages caused to any of the property, equipment or belongings of the Indemnitee beyond reasonable wear and tear incident upon normal use.
10. I hereby agree to indemnify and save harmless Kawartha Cottage Vacations Inc., Ken Turner and the owner from any and all claims whatsoever in accordance with the foregoing.
11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both parties agree that any action or proceeding relating to this Agreement will be brought to a court of competent jurisdiction in the Province of Ontario, Canada, commencing first under the Arbitrations Act, 1991, S.O. 1991,c.17, before a sole arbitrator appointed on agreement.

LIST OF RENTERS AND SIGNATURES: (your rental details will be included in this chart)

NAME OF RENTER	AGE	SIGNATURE (if 18+)	DATE

Please have all adult members (age 18+) of your family/group who will be using the cottage read and sign the liability waiver of this document. This document must be signed well before arriving to the cottage. Once you have all signatures, please immediately scan and email it to the owner and to Kawartha Cottage Vacations (KCV) admin@kawarthacottagevacations.ca.

REFERENCES: (your rental details will be included in this chart)

NAME	ADDRESS	PHONE NUMBER

Thank you for choosing “**ABC Cottage**” for your **20XX** cottage vacation experience. We hope that you will enjoy your vacations, however, we prefer that it not be at the expense of the cottage, the property, or the neighbours. If you have any problems while at the cottage, please contact the Cottage Owner immediately using the information above. **Upon arrival if you see that the cottage is not clean or anything is broken or amiss, please notify us immediately so that we are made aware. Please take a picture, if possible, with your cell phone and either text or email it to the Cottage Owner and Kawartha Cottage Vacations Inc. (KCV).**