

Rental Application Form

Applicant's Name: _____

Street Address _____

City _____ Prov/State _____ Postal Zip Code _____

Daytime Phone #: _____ Evening Phone #: _____

Cell Phone #: _____

Email Address _____

Check-In Date: _____

Cottage is available after 3:30 pm on Check-In Date

Check-Out Date: _____

Please vacate by 11:00 am so the cottage can be cleaned for the next group.

Rental Charge: - We only rent full weeks Saturday to Saturday in high season

Early Season 3rd Saturday in May until Last Saturday in June (inclusive)

\$725 per week x _____ weeks - = _____

High Season Last Saturday in June until 2nd Saturday in September (inclusive)

\$925 per week x _____ weeks - = _____

Fall Season 2nd Saturday in September until 2nd Saturday in October (inclusive)

\$825 per week x _____ weeks - = _____

Refundable security deposit \$ 200.00

Total of above = _____

50% Deposit – DUE NOW = _____

Balance Due 4 weeks prior to Check-In Date = _____

Names of all others staying at Bayview Cottage (including children and daytime or overnight guests):

Names	Address,	Phone Number

Terms & Conditions:

1. General:

- a) It is agreed and understood that upon written acceptance of the Rental Application by the Gillies family (Owners), these Terms and Conditions form a binding contract between the Applicant and the Owner.
- b) It is agreed and understood that the Owner shall be allowed access to the Cottage at any reasonable time during any rental period.

2. Privacy Statement:

- a) It is agreed and understood that the Owner will not release, rent, distribute or sell any of the Applicant's personal information contained in this Rental Application.
- b) The Owner agrees that it will use any and all information provided by the Applicant herein solely for review purposes and only to ensure that the Owner's rental criteria are met.

3. Restrictions:

- a) The Applicant agrees to abide by the restrictions set out herein and as set out in the Cottage Rules specific to this property.
- b) The Applicant agrees that he/she is responsible for the adherence to these restrictions of any and all guests to the Cottage during his/her stay.

4. Payment:

- a) Confirmation of bookings shall be provided by the Owner, via email, upon approval of Rental Application and receipt of all deposit monies.
- b) The balance of the full amount of accommodation charges shall be due and payable no later than four weeks prior to your check-in date. Failure to do so may result in forfeiture of deposit and cancellation.
- c) Payment of deposits, accommodation fees, and security deposits, shall be made by personal or certified cheque, money transfer or money order, internet bank transfer and shall be payable to "Patricia Ord".
- e) The Renter will be responsible for a \$50.00 administrative fee should any cheques be returned 'NSF'.
- f) All fees and charges, unless otherwise noted, and are in Canadian funds. If paying in a currency other than Canadian funds please contact us for details of exchange rates.

5. Security/Damage Deposit:

- a) A security/damage deposit in the amount of \$200.00 is required to be submitted with accommodation fees. In the event damages are greater than the damage deposit the renter shall be held responsible for full restitution to the owners.
- b) The damage deposit will be returned to you within 14 days after the last day of the rental period.
- c) Any long distance telephone charges, damage to the buildings, equipment or property, or additional cleaning required caused by the Applicant will be deducted from the deposit, along with a \$25.00 administrative charge. All other miscellaneous charges and penalties listed in the Cottage Rules will also be deducted from the security/damage deposit paid by the Applicant.
- d) The amount of any such deduction will be at the sole discretion of the Owner.

6. Cancellation:

- a) If this Application is not approved by the Owner, then all monies paid to the Owner by the Applicant shall be returned to the Applicant immediately.
- b) Any cancellation made by the Applicant must be in writing or email to bayviewcottage@rogers.com.
- c) The Owner will provide a full refund to the Applicant, less the damage deposit paid, if the cancellation is received at least eight (8) weeks prior to the check-in date. If the cancellation is received after that date, the Owner will keep all reservation monies paid, less the security deposit paid.

- d) The Owner reserves the right to cancel the booking if the balance of the accommodation fees, and security deposit, is not received at least four (4) weeks before the check-in date. No monies shall be refunded.

7. Change in Accommodation:

- a) Requests by the Applicant for alternative dates will be treated as a cancellation of the initial booking, and the terms and conditions outlined above will apply. However, if the owner rents the cottage for the initial period or part thereof, a full refund will be made for the period re-rented

8. Representation:

- a) The information contained in all materials and photographs, including the Cottage Inventory List, is believed to be accurate at the time of publication.
- b) The Owner reserves the right to make any changes it deems necessary to more accurately reflect the Cottage property.
- c) Any additional equipment and appliances, including any boats, TV's, microwaves, etc. are supplied at the sole discretion of the Owner as an added feature for the Applicant.
- d) Should any breakdown or other situation occur whereby these items are not available for the term of the rental period, the Owner take responsibility for fixing the problem, or refunding the Applicant for the lack of use of these elements.
- e) Beach conditions can change overnight due to storms, or other natural phenomenon. The Owner takes no responsibility for changes in beach conditions due to any natural cause.
- f) In the event of a beach closure during the rental period, the Applicant will not be entitled to any refund, either in full or in part.

9. Essential Equipment and Services:

- a) The Owner confirms that all essential equipment and services at the Cottage, such as refrigeration, power, running water, plumbing, seasonal heat source, etc., are in good working order.
- b) Should the essential services and equipment referred to in paragraph 9.(a) above become unavailable for use due to fire, flood, storm, or other natural disaster or cause, it is agreed and understood that the Applicant shall not be entitled to any refund, either in full or in part.
- c) Should there be any equipment failure or damage, or any other emergency during the rental period, the Applicant shall immediately notify the designated contact person as set out in the Cottage Rules specific to this Cottage, and complete a Damage Report form which will be provided at the Cottage.
- d) Should this notification result in any long distance charges, the cost of which shall not be deducted from the security/damage deposit held by the Owner.

10. Occupancy:

- a) Any person, regardless of age, is considered an occupant of the Cottage.
- b) Applicants who allow guests at the Cottage, either daytime or overnight, in excess of the pre-authorized maximum number of occupants will be subject to either immediate eviction without refund, or a \$100.00 per unauthorized guest charge, at the sole discretion of the Owner.
- c) Sub-letting of the Cottage is not permitted. Where separate parties will be occupying the Cottage at different time periods, Rental Applications must be completed for each party.
- d) Camping, tenting, trailers, or other additional accommodation facilities are not permitted on the Cottage property unless previous written permission has been obtained from the Owner.

11 Check-In / Check-Out and Keys:

- a) **Check-in time will be 3:30 p.m. on the first day of the rental period.**
- b) **Check-out time will be 11:00a.m. on the last day of the rental period.** Failure to vacate the

premises on or before the stipulated check-out time will result in a \$50/hr charge being deducted from the security/damage deposit held by the Owner.

- c) The Applicant agrees to return all keys to the Cottage prior to leaving the premises.
- d) Failure to return keys as set out above will result in a \$75.00 charge being deducted from the security/damage deposit held by the Owner.

12. Pets/Smoking:

- a) Although a Cottage may have a “no pets” or “no smoking” policy, it does not mean that there have not been pets or smoking on/in the premises previously.
- b) The Owner does not accept any responsibility for any allergies or other conditions arising at any Cottage whether noted “no pets”, or “no smoking”, or not.
- c) Some animals (ie guild dogs) are allowed but applicant must inform owner how many and are responsible for cleaning up anything left behind anywhere on the property by such pet.
- d) Permitting smoking inside a “no smoking” Cottage will result in an additional fee of \$200.00.

13. Inventory / Cottage Rules:

- a) The Applicant agrees to keep the Cottage, including all furniture, fixtures, chattels, and effects about the Cottage, in the same state of repair and condition as at the commencement of the rental period.
- b) The Applicant is expected to leave the Cottage in the same condition that it was, upon their arrival, and is responsible for the general cleanliness of the Cottage before they leave.
- c) The Applicant agrees to read and abide by the Cottage Rules, and to use the inventory and equipment in a safe and responsible manner.
- D) Any additional cleaning required, breakage or damage to inventory, equipment or any other part of the Cottage property, above and beyond normal “wear and tear” will result in the forfeiture of all or part of the security/damage deposit held by the Owner.
- e) Any miscellaneous charges or penalties listed in the Cottage Rules will be deducted from the security/damage deposit paid by the Applicant.
- f) The amount of any such deduction will be at the sole discretion of the Owner of the cottage.

14. Waiver and Release:

- a) The Applicant hereby acknowledges and confirms that the Applicant will occupy the Cottage during the rental period completely at the Applicant’s own risk. The Owner is in no way responsible for any act or omission, negligence, gross negligence, accident, injury, damage of any kind or any other loss of any kind caused or contributed to by any party during the rental period.
- b) The Applicant hereby releases the Owner from any and all claims of any kind that may arise as a result of any act or omission, negligence, gross negligence, accident, injury, damage of any kind or any other loss of any kind caused or contributed to by any party that may occur during the rental period.
- c) The Applicant hereby acknowledges and confirms that there may be property that is not owned or leased by the Owner but which the Owner has been granted permission to use, either express or implied, by the lawful owner or lessor and/or lessee, including but not limited to stairs and pathways leading to the beach and docking facilities. The Applicant hereby acknowledges and confirms that the Applicant uses such property completely at the Applicant’s own risk. Neither the Owner, nor the property’s lawful owner or lessor and/or lessee, is any way responsible for any act or omission, negligence, gross negligence, accident, injury, damage of any kind or any other loss of any kind in any way related to the Applicant’s use of such property during the rental period.
- d) The Applicant hereby releases the Owner and the property’s lawful owner or lessor and/or lessee from any and all claims of any kind that may arise as a result of or that are in any way related to the Applicant’s use of such property during the rental period.

IT IS AGREED UPON AND UNDERSTOOD that this Application, once accepted by the Owner, forms a binding contract upon all parties herein. Acceptance shall consist of an email informing you of acceptance.

By returning this application and along with payment of the Deposit I confirm that I have read and fully understand these Terms and Conditions. I also confirm that I have reached the age of majority.

The \$200.00 Security Deposit will be returned to you no later than two weeks following your departure providing all is in good order.

All cheques can be sent to:

Patricia Ord
197 Clifford St
London, Ontario
N5Y1Z7

RAPID RESERVATION CONFIRMATION

Simply return this application by email to bayviewcottage@rogers.com

To speed and Secure your reservation use an Internet Bank Transfer. Most Canadian Banks allow you to make e-transfers directly from their web banking page. Final payment can also be made via this method if desired.(please notify us by email when doing this) Sorry to our American visitors but eTransfer of funds only works with Canadian Banks.

If you have any questions feel free to contact me at (519) 902-6101 or email to bayviewcottage@rogers.com

Sincerely
Patricia (Pat) Ord.