

Hay Bay Hideaway

2495 South Shore Road, Napanee, Ontario K7R 3K7

Cottage Rental Application Form

Check-in Date: _____ **Check-out Date:** _____

Applicants Information:

Name: _____

Address: _____

Do you rent or own? _____

Phone: _____

Drivers License# _____

Note: A copy of the drivers' license must be provided at time of booking.

E-Mail Address: _____

Employers Name: _____

Employers Address: _____

Home Insurance Provider: _____

Telephone # of Insurance Provider: _____

Policy Number: _____

Note: Insurance information is required to ensure guests have insurance in the event of serious damage or loss to the rental property.

Vehicle(s) Make/Colour and Plate #:

1. _____

2. _____

3. _____

Name and age (of minors) of ALL adults and children occupying the cottage rental:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

I agree to be bound by the terms of this Agreement.

Signature: _____ Date: _____

(Full signature here and initial all 8 pages of the agreement)

Booking Information:

Rent:	\$ 2,000.00
Cleaning Fee:	\$ 200.00
Damage Deposit	<u>\$ 400.00</u>
Total Amount Owing:	\$ 2,600.00
Less 50% of rental fee Deposit	<u>\$ 1,000.00</u>
Balance due	\$ 1,600.00

Due date of balance: _____

(30 days prior to check-in or at time of booking if less than 30 days)

Email address for e-transfer payments: haybayhideaway@gmail.com

Email address for e-transfer return of damage deposit:

Rental Terms and Conditions:

General:

The terms and conditions of the agreement between the vacationer (“You”) and the Owners of Hay Bay Hideaway holiday accommodation (“Owner”) are as set out herein and in the Cottage Household Rules.

Use of Property:

The Vacationer agrees to abide and adhere to the Terms and Conditions named in this Vacation Rental Agreement:

- 1) The number of occupants on the property shall not exceed the number stated (at any given time) in the rental application form that was submitted and accepted at the time of booking. Property insurance limits occupancy for several reasons, and it is therefore strictly prohibited to exceed the maximum number of guests allowed at the property.
- 2) The rental property, and all furniture, appliances, equipment, fixtures and effects in or about the premises, will be maintained in the same state and condition as found at the beginning of the rental.
- 3) Any part or portion of the property, or any part or portion of furniture, appliances, equipment, fixtures or any effects in or about the premises that are damaged or destroyed will be deducted from the security deposit and/or legal action taken.
- 4) The rental property will be promptly vacated at the end of the rental period, as per the designated check-out time (3:00 p.m.), unless otherwise arranged and approved by Hay Bay Hideaway prior to the rental commencing. Late departure will result in a deduction from the security deposit.
- 5) Any damage(s) or concern(s) discovered upon arrival to the rental property shall be documented and reported immediately to Hay Bay Hideaway. Hay Bay Hideaway strongly encourages all Vacationers to conduct their own survey/assessment of the rental upon arrival.
- 6) Any problems, deficiencies or complaints with the rental property shall be communicated immediately, with photos provided. Hay Bay Hideaway, cannot carry out a proper inquiry without reasonable grounds or reasonable time to provide a thorough investigation before the end of the rental duration.

- 7) All cottage rental rules must be followed. If the Vacationer, or a member of the Vacationer's group violates said rules, the following may apply:
 - a) A forfeit of security deposit (portion or full) at the discretion of Hay Bay Hideaway, if a violation results in: a complaint from a neighbour, illegal activity resulting in police involvement, or if the rental property is left in an unacceptable state, which includes but is not limited to: garbage not disposed of properly, alcohol containers/cigarette butts uncollected, burns and stains; and/or
 - b) Guests may be asked to vacate the premises if behaviour is problematic, which includes but is not limited to environmental or wildlife endangerment; threatening or abusive behaviour resulting in bodily harm; excessive noise or property damage or exceeding guest maximum.
- 8) Hay Bay Hideaway Owners and/or approved service providers, shall be allowed reasonable access to the rental in the event of a problem or major disruption where repair or attention is required.
- 9) All laws and bylaws must be followed at all times. It is the Vacationer's responsibility to be informed, especially with noise and fire regulations, licensing and operation.
- 10) Vacationers are not to leave their garbage outside as this could attract wildlife and compromise safety. Vacationers must properly dispose of all garbage and recycling:
 - a) in the garbage and recycling bins provided outside with the lids kept closed;
 - b) at an approved Municipality landfill or transfer station; or
 - c) by taking it home at departure.
- 11) Vacationers are prohibited from smoking inside the rental property, tobacco or otherwise, and are required to ensure all cigarette butts are properly extinguished and disposed of safely in the butt can provided outside. Failure to comply will result in a deduction or loss of the security deposit.
- 12) The use of tents, travel trailers and mobile homes are prohibited on the rental property.
- 13) Vacationers must park in the designated spaces provided. Parking on lawns, in other neighbouring driveways or on septic beds is strictly prohibited.
- 14) Vacationers are required by law to have a lifejacket or PFD (Personal Flotation Device) on board for each person on a watercraft. This includes human-powered craft such as canoe, kayak and pedal boat. Use of the provided watercraft is included in the required liability waiver which must be signed and returned along with the rental application form prior to check-in. There are some PFDs provided for your convenience, but it is recommended that guests bring their own to ensure they have correct sizing and fit for themselves and their group.

- 15) Pets are only permitted on the property on a case-by-case basis and must be approved by the owners. An additional surcharge will apply to approved pets so that additional cleaning measures can be made for future guests, but Hay Bay Hideaway takes no responsibility for conditions arising from allergies.
- 16) 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.

Reservations:

- 1) Hay Bay Hideaway, will process and handle each application as quickly as possible; however, Hay Bay Hideaway cannot guarantee the acceptance of any particular application.
- 2) Hay Bay Hideaway requires a non-refundable booking fee through e-transfer to the email address haybayhideaway@gmail.com at the time of reservation to secure the rental.
- 3) If the beginning of the rental period is less than one month from the booking date, all payments are due in full immediately.
- 4) Bookings will be confirmed in writing by Hay Bay Hideaway upon receipt of the completed Cottage Rental Application, the liability waiver, a copy of the primary guests' drivers license, and the deposit.
- 5) Hay Bay Hideaway will hold all bookings as reserved. If full payment is not received 30 days prior to the check-in date, the reservation will be held for 48 hours, upon which time, the booking will be cancelled and the deposit forfeited.
- 6) **COVID exception:** If local health guidelines concerning Covid prevent the use of vacation rental properties, guests will receive a **100% refund** of all monies paid.
- 7) A refundable Damage Deposit is required and will be held in trust until an inspection of the rental property can be completed, after check-out, to confirm that there is no loss or damage. Hay Bay Hideaway, will release the Damage Deposit within three days of departure via e-transfer. Please ensure the email address provided is accurate.

Cancellation/Refund Policy:

- 1) Hay Bay Hideaway, reserves the right to consider the rental cancelled in the following circumstances:
 - a) If the Vacationer provides written notification of cancellation; or
 - b) If the Vacationer fails to pay the balance of the rental by the time specified
 - c) In the event that the booking is cancelled, Hay Bay Hideaway, without being obliged to do so, may attempt to rebook the property. If Hay Bay Hideaway is successful in re-booking the holiday accommodation for the entire period originally booked, it shall refund any monies paid less a \$400 cancellation fee.

- 2) If the rental property has been damaged by unforeseen circumstances prior to check-in, such as fire or flood, or acts of nature, and has been deemed “not rentable”. Hay Bay Hideaway, will make every effort to find another suitable alternative rental period. In the event that Hay Bay Hideaway is unable to find another suitable option, the agreement shall become null and void and all payments will be refunded to the Vacationer.
- 3) If there are inconveniences during the cottage rental due to appliance failure, technical difficulties or hydro disruptions/outages, no refunds or discounts will be given. Hay Bay Hideaway will make every effort to assist and solve these problems within reasonable means.
- 4) If there is a violation of the Terms and Conditions by all or some Vacationers, Hay Bay Hideaway reserves the right to refuse entry to the rental premises or guests may be asked to leave. Hay Bay Hideaway has zero tolerance for infringement of the Vacation Rental Agreement; including, but not limited to aggressive and unruly behaviour, and will not provide a refund.
- 5) 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 Hay Bay Hideaway and its owners.

Security Deposit:

- 1) Hay Bay Hideaway, shall be entitled to collect from the Vacationer a returnable deposit as security for the undertaking of the rental. The Security Deposit can be fully forfeited should the Vacationer violate the terms and conditions of the Vacation Rental Agreement.
- 2) Hay Bay Hideaway, reserves the right to be the final arbiter in any malicious damage claims and to determine the amount of any full or partial payment to the owners made from this deposit.
- 3) The Vacationer shall be solely responsible for any and all malicious or accidental damages incurred, regardless of which Vacationer caused or incurred the damage and why, during the rental period.
- 4) The Vacationer shall advise Hay Bay Hideaway, immediately of any problems, deficiencies or concerns with the rental property, and is encouraged to document such issues to avoid penalty. Additionally, Vacationers must also disclose any concerns or damage, should anything arise during the rental period.
- 5) The Vacationer shall not exceed the maximum occupancy of the rental property, or exceed the number stated in the rental application form that was submitted and approved. Failure to comply will result in forfeit of the security deposit, and/or be asked to leave.

Privacy Policy:

All information is kept confidential and is **not** made available to anyone outside of the owners, and will only be used for the purposes for which it was collected.

Hay Bay Hideaway:

- 1) Accepts no liability for any loss, damage, expense, accident, injury or inconvenience, whether to persons or property.
- 2) Shall not be responsible for death, personal injury or loss of any kind, no matter the cause, which are incurred by any, or all, of the Vacationers, or their pets, who are on the premises of the rental property during the rental period.
- 3) Shall not be responsible for interruptions that may impede Vacationers' cottage rental experience, such as, but not limited to: construction noise, inclement weather, hydro outages, theft, allergies, noise violations and traffic during the rental period.
- 4) Every effort 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 immediately.

The Vacationer:

- 1) Agrees to read, understand and adhere to the Terms and Conditions outlined in this Vacation Rental Agreement provided by Hay Bay Hideaway.
- 2) Agrees to accept all potential risks associated with a cottage rental, including, but not limited to: slips, trips, falls; indoor and outdoor activities; native insects and wildlife, recreational equipment operation, or any other risks not stated, are the sole responsibility of the Vacationer.
- 3) Agrees to take precautionary measures to reduce risks and prevent accident, injury or property damage.
- 4) Agrees to abide by any reasonable household rules posted at the cottage.
- 5) Agrees to inform all members of their party to be familiar with all Terms and Conditions pertaining to the rental.
- 6) Agrees 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.
- 7) Agrees 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.

Vacation Rental Liability Waiver

I, _____ (“Releasor”, a visitor to and short-term vacation renter of the property commonly known as Hay Bay Hideaway located at 2495 South Shore Road, Napanee, Ontario (the “property”) acknowledge and agree:

- 1) The property is located on the water, with access from the shoreline and from a dock with a swim ladder. There is a sandy shoreline, but the water has a rocky bottom for several feet out from the shore.
- 2) Hay Bay is a public waterway, and as such, the bottom may have foreign debris.
- 3) The dock is in shallow water that is not safe for diving.
- 4) The shoreline deck has a partial railing on three sides, and the dock does not have a railing.
- 5) I am also aware that my stay at the Property involves risks that may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, drowning, falling, sports injury, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the Property during my stay, and the condition of the Property. I understand that the description of the risks in this Release of Liability, Waiver of Claims and Assumption of Risk (the “Document”) is not complete and that other risks or events that are known or unknown, anticipated or unanticipated may result in serious bodily injury and/or death.
- 6) In consideration of being permitted to rent and stay at the Property, I agree on my own behalf, my family, any and all guests, and invitees that I am fully responsible for any and all risks of injury or death. **I hereby release and hold harmless Hay Bay Hideaway and the owners of the property (collectively “Releasees”).**
- 7) I understand and acknowledge that being in or near the water present various risks and hazards, including currents, unexpected wave activity, floating debris and other potential hazards. I assume all such risks associated with being near or in the water, including the obligation to notify all guests of such risks.

Vacation Rental Liability Waiver (continued)

- 8) I agree to fully and forever release and discharge, and not to sue Releasees for any injuries or damages, including bodily injury or property damage that may result from or be related in any way to my rental and stay at the Property. I further agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims arising out of or related in any way to my rental of the property, including claims by third parties.

I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF MY FAMILY, MINORS, INVITEES, AND OTHERS IN MY CARE, CUSTODY OR CONTROL, AND AGREE TO ADVISE ALL SUCH INDIVIDUALS OF THIS DOCUMENT AND CAREFULLY SUPERVISE THEIR USE OF PROPERTY.

Name of guest/Releasor _____

Signature of Guest/Releasor _____

Date: _____

Child(ren) under 18 years of age:

_____	_____
_____	_____
_____	_____
_____	_____