

TERMS AND CONDITIONS for RENTAL of Muskoka Dreams

(www.mymuskokacottage.com)

Upon payment of the deposit by the Renter and acceptance of the booking by the owner, the Renter becomes liable for the balance of the rent for the full period of the rental within 60 days prior to the rental period.

The renter shall pay for bookings of any rental: a) on making application for such rental, a deposit of \$500 to secure the spot and the remainder no later than 60 days before the beginning of the rental, the balance of the rental and the security deposit required.

The owner shall assume that the agreement is cancelled and the deposit is forfeited if the rental fails to pay the balance of the rent no later than 60 days prior to the rental period, or fails to submit the security deposit at the same time.

The renter undertakes **the following**:

- A. That the number of people occupying the property shall not exceed eight at any given time, without the express written permission of the owner and clearly stated in the rental application form that was submitted and accepted.
- B. That the property and all furniture, fixtures, fittings and effects in or about the property be left in the same state of repair and condition as at the commencement of the Rental.
- C. That the renter agrees to replace anything on the property or the furniture, fixtures, fittings and effects damaged or destroyed with similar articles of at least equal value or if the owner requires, pay to the owner the value of such part of the property destroyed or damaged, whether accidental or intentional damage occurred.
- D. That the renter agrees to vacate the property at the end of the rental and to leave it in a clean and tidy condition, just as it was found.
- E. That the renter report any damages done to the property or any of the furniture, fixtures, fittings and effects immediately to the owner.
- F. That the renter agrees not to make any long distance calls outside of Canada, or that the renter agrees to use a credit card or calling card should calls of this nature be necessary.
- G. That failure to comply with any of the above undertaking will result in the forfeit of part or all of the security deposit.

The Owner shall be entitled to collect from the renter a returnable deposit as security for the observance by the Renter of his undertaking and of the conditions of the Rental in the amount of \$1000.00. The owner reserves the right to be the final arbiter in any damage claims and to determine the amount of any full or partial payment to the owner made from this deposit. The deposit may also be used to pay for any unauthorized long distance telephone calls made during the period of the rental. That the Owner shall be within his or her rights to expect/demand replacement payment for any and all damages incurred to the premises during the renter's time.

The security deposit shall be returned after the renter has departed from the premises and the owner or his representative has had an opportunity to inspect the premises for any damage.

The owner, his representative and / or other personnel designated shall be allowed access to the property at any reasonable time during the rental.

The renter agrees to abide by any reasonable household rules posted by the owner at the property. If the renter's standard of behaviour is such that it leads to repeated complaints by neighbours, or the lake association, the renter agrees to forfeit his rental and the balance of the rent and to vacate the property forthwith.

The owner shall not be responsible for any personal injury or loss, however caused, which shall be sustained by the renter or any other persons who may be on or about the demised premises, or by the renter or any other person who uses any recreational equipment that may be on or about the property. All risks of any such injury or loss shall be the sole responsibility of the renter.