

This Agreement to rent the property known as **McGIBBON BY THE BAY** is dated this ____ day of _____, 20____.

Guests(names - please print):

Guest #1 - _____

Guest #2 - _____

Guest #3 - _____

Guest #4 - _____

Host(s), **HOLY REBECCA FERNEY &MICHAEL STEVENS**

1. The Property is located at the following address:

Unit #2 - 32 Water Street Penetanguishene Ontario L4M 1M9 (hereinafter referred to as “the property”)

2. Duration of Stay

Check-in date: (M), ____ (D), ____ (Y) permitted after 3:00p.m. (EST)

Check-out date: (M), ____ (D), ____ (Y) must vacate no later than 11:00 a.m. (EST)

3. Guest Particulars – *Upon check-in photo identification and a major credit card are required to be provided in order to enter into this Agreement.*

of adults (18+) _____

of children (under 18) _____

The Maximum number of Guests is limited to ____ persons. An additional charge or \$ ____ per person per night for Guests in addition to ____ will be assessed.

4. Rental Cost (Canadian Dollars)

\$200.00 per night x _____ night = \$ _____

Guest(s) Initials:

Deposit Provided \$ _____

Total due is \$ _____ on _____

5. Deposit

The Guest(s) agree to provide payment of 35% of the total amount due as stated in paragraph 4 above. The initial payment will be made to the Host(s) or their agent (as they may direct) at the time of booking the Guest(s) stay. This deposit will be non-refundable for any reason whatsoever and will be credited towards the total amount due as per paragraph 4 above.

5. Cancellation Policy

The Guest(s) hereby agree that should they cancel their reservation within 48 hours of the check-in date and without the prior written consent of the Host(s), that they will agree to have the full amount of the stay listed as the 'total due' in paragraph 4 of this Agreement billed to the credit card that was provided at the time of check-in.

6. Permitted Use

The Guests & Host(s) agree that unless otherwise agreed to in writing and attached to this agreement, the only permitted use of the property is for lodging. Specifically, no Parties or social gatherings of more than 4 people will be permitted without the prior written consent of the Hosts. Any violation of this term of the Agreement will render this Agreement void and the Guest(s) acknowledge and accept that they will forfeit any deposit already paid and be liable to pay for the balance of the entirety of their stay at the property.

7. Parking

The Guest(s) shall be permitted the use of _____ parking spot(s) for the duration of their stay. The Host(s) agrees to provide the Guest(s) with more information of where the parking spot(s) is and how it can be accessed once the Guest has confirmed their stay by providing a valid and unexpired credit card.

8. Access for showing

The Host(s) shall have the right, at reasonable times to enter and show the property to future prospective Guests, purchasers or others. The Host(s) or anyone on the Host(s) behalf shall also have the right, at reasonable times, to enter and inspect the property.

Guest(s) Initials:

9. Right of Inspection

The Guest(s) agrees to permit the Host(s) or their designated agent to enter into and inspect the property providing the Guest(s) is provided with at least 12 hours notice prior to the inspection.

10. Conflict of Discrepancy

If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Host(s) and Guest(s). There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

11. House Rules

Guests agree to abide by the following house rules at all times while they are on the premises. If Guests or Visitors of the Guests set out in this Agreement (or not specifically set out in this Agreement) breach any of the foregoing house rules, the Guest(s) named in this Agreement will be liable for their and their Visitors actions wholly and completely.

- a) Smoking is expressly prohibited within the confines of the property. If you smoke within the unit there will be a \$250.00 additional cleaning charge;
- b) People other than those in the Guest(s) party set out in this Agreement MAY NOT SPEND THE NIGHT in the property unless expressly permitted by the Host(s) in writing. Guests are not permitted to exceed the occupancy limit set out in this Agreement above. Should a Guest exceed the occupancy limit then it will be up to the Host(s) whether to terminate this Agreement. Should this Agreement be terminated by the Host(s) as a result of the Guest(s) or their visitor's actions or inactions, the Host(s) reserves the right to charge the Guest(s) credit card for the balance due owing for the full duration of the stay;
- c) Guests shall not create or permit to create excessive noise at a level that is completely at the discretion of the Host(s);
- d) Guests shall not ruin, destroy or remove any of the furnishings and/or belongings found in/on the Property and should this occur whether it be by the Guests or their visitors, the Guests agree to be absolutely responsible for the replacement cost of that furnishing/ belonging along with an administrative surcharge of \$100.00 to replace the item which has been ruined, destroyed or removed;
- e) PETS are strictly prohibited from staying in the property unless written authority is provided to the Guests by the Host(s) and attached to this Agreement; and
- f) Visitors of Guest(s) are NOT PERMITTED on the premises or in the property past 11:00 p.m. unless agreed to in writing by the Host(s); and
- g) Only Guest(s) who are a party to this Agreement are permitted to spend the night or stay in the property unless otherwise agreed to in writing by the Host(s).

Guest(s) Initials:

12. Nuisance

The Guest(s) covenants not to do or permit to be done or omitted, upon the property, anything which may, at the sole discretion of the Host(s), anything which may be, or result in, a nuisance. This will be completely in the discretion of the Host(s) and should the Guest(s) or their visitor(s) be in violation of this, the Host(s) unilaterally reserves the right to terminate this Agreement and collect the outstanding balance due owing for the entirety of the duration of the Guests stay.

13. Indemnity

The Guest(s) shall indemnify the Host(s) and save them harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence in, on, at or emanating from the property, or the occupancy or use by the Guest(s) of all or any part of the property, or occasioned wholly or in part by any act or omission of the Guest(s) or by anyone permitted to be on the property by the Guest(s). Notwithstanding any other provision of this Agreement, this indemnification shall survive any termination of this Agreement, with respect to any matter referred to in this Section which occurs during the stay of the Guest(s) and their Visitors.

14. Assignment

The Guest(s) agrees not to assign or sublet this Agreement without first obtaining the written consent of the Host(s). The consent of the Host(s) [will not be] unreasonably withheld provided, however, that the Host(s) will be entitled to withhold consent if the Host(s) has reasonable grounds to believe:

- (a) The assignee is not credit worthy; or
- (b) The assignee is not of good moral or ethical character or reputation which is to be determined wholly & completely by the Host(s) or their designated Agent.

15. "As-is" Basis

The Guest(s) accepts the property and every party thereof on an "as-is" basis.

16. Approval in writing

Wherever the Host(s) consent is required to be given under this Lease, or wherever the Host(s) must approve any act or performance by the Guest(s), such consent or approval, as the case may be, shall be given in writing by the Host(s) before the same shall be deemed to be effective.

Guest(s) Initials:

17. Applicable Laws

The Laws of the Province of Ontario shall apply to this Agreement.

18. Counterparts

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

19. Entire Agreement

This is the entire Agreement and there are no other representations, warranties, collateral agreements or conditions affecting this Agreement unless specifically attached to this Agreement as 'Schedule A' and signed by the Host(s) or their agent.

20. Acknowledgement

The Guest(s) who form part of this Agreement hereby declare that they have reviewed the terms and conditions with respect to the property also known as **McGIBBON BY THE BAY** and they understand and accept everything contained herein. The Guest(s) further acknowledge and accept that they are responsible for not only their actions while at the property but also the actions of their visitors who may stay at the property provided the visitor's information is attached to this Agreement or the prior written consent of the Host(s) is obtained.

It is hereby understood that the Guest(s) have read and understood everything contained in the foregoing document and agree to abide by all the terms, conditions & rules contained herein.

WITNESS: _____

HOST: _____

WITNESS: _____

GUEST

#1: _____

GUEST

#2: _____

Guest(s) Initials:

GUEST

#3: _____

GUEST

#4: _____

Guest(s) Initials: