

Asterism A Trois Heather Roy Alban, ON, POM1A0

# SHORT TERM RENTAL AGREEMENT

For purpose of this agreement the terms

- {tenant} refers to tenant, guest, client, renter, temporary occupant of property
- {landlord} refers to landlord, owner, host.
- {party,parties} refers to tenants, guests, client, renter
- {property} refers to land and dwelling in ownership of Asterism A Trois/Heather Roy

## 1. The Parties

This agreement made this day of	, 20 between
[name of tenant] of	[address of tenant] Hereinafter referred
to as "Tenant", and <u>Heather Roy</u>	[name of landlord] Hereinafter referred to as "Landlord".

## 2. The Property

<u>Property Location</u>: Asterism A Trois, Alban, Ontario, POM1AO\_\_\_\_ Note: Actual address of property not disclosed until full payment is received 7 days prior to checkin for privacy reasons.

## 3. Period and Guests

I acknowledge I am at least 25 years of age and I am held liable for all guests under this reservation and who visit the property during dates stated on this agreement

Total people in the renting party consists of \_\_\_\_\_ Adults, \_\_\_\_\_ Children, \_\_\_\_\_and not to exceed \_\_\_\_\_8\_.

My party includes \_\_\_\_\_ pets and I agree to the terms and extra fee set forth in the Pet Agreement and will submit all required documents within 5 days of booking.

Rental period begins at _	<u> 16 : 00</u>	$\square AM \square PM$	(local tim	ie) on the	_ day of
	, 20	and ends at	<u>11 : 00</u>	□ AM □ PM	on the
day of	:	, 20			

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#### 4. Payments

#### Booking Direct terms: I agree to the following payment terms

- 15% deposit due at time of reservation (50% of deposit refundable if booking cancelled within 14 days on check-in)
- Remaining balance due 10 days prior to checkin at that time all payments are non refundable
- A security deposit of \$600 is will be held via credit card the day prior to checkin and released 5 days after checkout.
- Extra: \$150 pet fee if traveling with pet (must submit pet agreement)

\*AIRBNB terms as stated on AIRBNB\*

#### 5. Termination

In the advent the landlord feels the property is being mis treated the landlord has the right to inspect the premises and make repairs if warranted. The landlord will give the tenant 3 hours notice prior to accessing the property. In cases of emergency the landlord does not need to give notice to access property. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately without refund.

## 6. Maintenance and Repairs

The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition due to misuse. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings. If damages exceed the amount of the security deposit the tenant shall be held responsible to pay the remaining costs. If cleaning costs exceed \$200 due to excessive smell or mess the tenant will be responsible for the extra expense.

Upon check in if the tenant notices any damages or concerns they are to submit written disclosure within 3 hours of check in to aatfrenchriver@gmail.com.

## 7. Furnishings/appliances

The property is rented with landlords furniture and household furnishings. Landandlord shall not be responsible for providing additional furnishings or equipment not presently on property. During your stay, tenants are to report any maintenance issues right away. Landlord will make every effort to repair/or replace any equipment that is not working properly, no refunds will be granted due to said failures.

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#### 8. House Rules.

Tenant agrees to abide by the House Rules attached as Exhibit A page 6 at all times while at the property and shall cause all members of the rental party and anyone else Tenant permits on the property to abide by such rules at all times while at the property.

#### 9. Trash

The Tenants shall dispose of all waste material generated during the rental period in the designated garbage and recycling area outlined in the house manual.

#### 10. Subletting

The Tenant shall not have the right to sublet the property.

#### 11. Quiet Enjoyment

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.

#### 12. Essentials

Landlord shall provide the Tenant with towels, linens, cups, knives, forks, spoons and dishes. It is the responsibility of the Tenant to clean the forgoing during the tenancy.

#### 13. Landlord's Liability

The Tenants and Tenants' Guests (third party) shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired. Tenants assume all risk of injury or losses related to any recreational activities including but not limited to use of private hot tub and water activities and will hold landlord harmless with respect thereto.

#### 14. Property Access

Tenant acknowledges that the rental property is located in a rural area and is accessed via single lane cottage road. The cottage road is maintained by the Municipality of French River and the landlord is not responsible for its conditions or state. Tenant also acknowledges that low profile automobiles are discouraged year round. When snow is present (November to April) the tenant acknowledges snow tires are recommended and rear wheel drive vehicles are discouraged. Any incidents occurring on municipal roadways are the responsibility of the tenants, the landlord holds no liability.

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## 15. Attorney's Fees

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

#### 16. Use of Property

Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household nor will it be used for commercial purposes.

#### 17. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions or any other matter due to natural occurrences (wildlife,insects,etc)

#### 18. Municipality laws and bylaws

Tenants agree to obey any and all laws and bylaws set forth by the Municipality of French River and the Government of Ontario. Failure to comply is warrant to termination of this contract and early eviction from the property.

#### 19. Firearms and Hazardous Materials

Firearms shall not be allowed on the premises. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

## 20. Illegal Use

Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits. No Tenant shall grow any Marijuana, Cannabis or similar plant in any part of the premises.

#### 21. Possessions

Valuable items left behind by the tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 15 days they shall become the property of the Landlord. The Landlord shall not be held liable for the condition of said items.

#### 22. TV Streaming

Disney Plus streaming including smart TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to TV streaming service.

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#### 23. Internet

High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

#### 24. Accessibility

The cabin has been designed to provide access to wheelchair tenants. The tenant acknowledges the cabin is wheelchair friendly but does meet all ACA standards.

#### 25. Camera

Tenant acknowledges that there is one recording device situated outside at the entrance of the cabin facing the driveway.

#### Manager/Landlord Contact

Landlord/Manager's Name: <u>Heather Roy</u>	
Landlord/Manager's Telephone: 705-507-4939	
Landlord/Manager's E-Mail: <u>aatfrenchriver@gmail.com</u>	

Landlord and Tenant agree to the above conditions on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_ and hereby swear that the information provided is accurate and true:

Print Name	
Tenant's Signature _	Date

Print Name		
Landlord's Signature	 Date	

Please forward completed agreement by email at <u>aatfrenchriver@gmail.com</u> in the subject line please add dates or booking number as a reference.



Asterism A Trois Heather Rou 132 Sedgwick Road Alban, ON, POM1A0



# RENTAL **HOUSE RULES**

- Check-in after 4:00 p.m.
- Checkout before 11:00 a.m.
- Quiet hours
- 11:00 p.m.-8:00 a.m.
- Self check-in with smart lock
- No commercial photography (without consent)
- No parties or events (without prior approval)

We are set atop French River Granite Rock which provides a beautiful view but can be dangerous if venturing into restricted areas. Please keep within fenced areas and rock set staircase. Respect and obey all signage, its for your safety and keep a close eye on children at all times.

When paddling, wear a life jacket, bring safety pouch (provided) stay close to shoreline.

Water Shoes are highly recommended as our waterfront is non-disturbed and shared with native River Mussels(very sharp)

Camp fires: After 8pm and no burning if in Fire Ban.(Municipality fines may apply if not followed)

No Smoking indoors, please dispose of all butts in appropriate containers.

We are natures guest, to reduce wildlife visits dispose of all food and food related items immediately after use.

## Pet Travellers

No animals on furniture, do not leave animals unattended, keep animals on AAT property unless leashed and accompanied by owner, clean up all droppings, keep barking to a minimum, you are responsible for any damages created by your pet (please disclose all incidents prior to checkout), no female pets in heat, flea and tick treatment must to be up to date. \*pet fee applies\* \*signed pet agreement required\*

## Noise

Keep noise level respectful, we live amongst good neighbours.

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