

| Kentai | Contract |
|--------|----------|
| ~      |          |

| Cottage Owner:                  |
|---------------------------------|
| Marc Hamilton & Mélanie Lessard |
| 245 Janequin                    |
| Québec, Canada                  |
| G1B 3R3                         |
| Email: info@les3hiboux.com      |
| 418-327-0050                    |

# I. Agreement

**Cottage:** 103 Chemin de la Martine Petite-Rivière-Saint-François GOA 2L0

I acknowledge and confirm that I have read and agree to all conditions and release of liability on page 2 and page 3 of this application. Upon signing this application, there is a binding contract between myself and the cottage owner. I agree that I will be financially responsible for any damages caused by myself or anyone in my party. I agree that I will keep the occupied cottage and all furniture, fixtures, fittings and effects in or about the cottage in the same state of repair and condition as at the commencement of the occupation of the cottage and shall leave the cottage in the same state of cleanliness and general order in which it was found. I agree to remove all garbage (including bottles) from the cottage upon departure and place them in the appropriate bins.

### **II. Customer Information**

| Customer Name<br>Address:<br>City/Province:<br>Postal/Zip Code:<br>Email Address:<br>Driver's Licence<br>number (ID): |                       | Cell:                             |                                  |
|---|-----------------------|-----------------------------------|----------------------------------|
| Total Number of Adult   | s: Total Number of Ch | hildren: Animals: D               | Dog□ Cat                         |
| III. Cottage Rates and  | l Rental Dates        |                                   |                                  |
| Period To:  |                       | Check In Time:<br>Check Out Time: | <u>4:00 pm</u><br><u>11:00am</u> |
| IV. Payment Schedule  | e                     |                                   |                                  |
| 1 <sup>st</sup> Payment:<br>Amount Paid:<br>Date:<br>2 <sup>nd</sup> Payment:   |                       |                                   |                                  |
| Amount:<br>Date:  |                       |                                   |                                  |

### V. Payment for Damages or Additional Cleaning Fees

I am the owner of the following credit card and authorize any required charges as outlined in the Booking Conditions of this contract to be charged with 14 days following my departure from the cottage.

| Signature of Customer:                     |  | Date: |
|--|--|-------|
| Card holder Name:<br>Card Holder Signature |  | <br>  |
| CVS code:                                  |  |       |
| Credit Card Number:<br>Expiry Date:        |  |       |

#### 1. General Conditions

- a) The Cottage Owner ensures that all information respecting the cottage is current and accurate and that the cottage is suitable for the intended purpose. The customer has the right to request an inspection of the cottage prior to this application.
- b) The maximum number of occupants using the cottage premises shall not exceed the total number stated in the Application form, including any pets.
- c) The customer agrees that the cottage is solely for recreational holiday purposes and no commercial or other activity shall be carried on unless agreed upon with the cottage owner.
- d) The Cottage Owner shall be allowed access to the cottage at any reasonable time during the cottage occupancy.
- e) The Cottage Owner will provide sheets, pillows, pillowcases, blankets, towels and dish towels.
- f) In the event that any unreasonable rowdiness or noise occurs such that leads to repeated complaints by others, the customer shall vacate the premises immediately and forfeit the balance of the prepaid rental.
- g) In the country, cottages are often visited by mice, squirrels, etc, and insects that fly such as black flies, mosquitoes and crawling insects such as wood roaches and spiders. These creatures are a part of nature. Precaution is taken to prevent these visitors from entering the cottage. Often mother nature circumvents all man-made obstacles. Therefore, the Cottage Owner does not accept such irritations as grounds for cancellation of a rental and/or a refund of monies.
- h) Quality of our water are conducted annually by an accredited laboratory to ensure we drinkability of our water. However, if you have concerns about the quality of drinking water at the cottage, we recommend you should bring your own water.
- i) The customer agrees that there will be absolutely no smoking within the chalet. If the customer chooses to smoke anywhere on the grounds of the chalet, all evidence of this smoking (i.e. cigarette butts) must be removed at the end of the rental period.

#### 2. SPA (Hot Tub)

The customer may use the Hot Tub located on site subject to the following conditions:

- Use of the Hot Tub is restricted to tenants of the cottage only;
- No attendant is present at the Hot Tub and the area is not otherwise staffed or monitored;
- Use of the Hot Tub is at the customer's own risk;
- The customer will abide by all rules and regulations posted at the Hot Tub;
- No lifeguard is on duty and hot tub use is at your own risk; and
- The terms and conditions for the future use and access to the Amenities may change at any time.

Further, the customer assumes the risk of liability arising from its use of the Hot Tub and the equipment located therein and agrees to indemnify, hold safe and harmless against and defend the cottage owner from any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injurand/or damage to property arising out of such use.

### 3. Payment

- a) The completed Application Form and deposit are required before confirmation of the booking.
- b) If the customer books the cottage two weeks or less from the beginning of the rental date, the cottage rate must be paid in full by cheque or e-transfer.
- c) All payments are to be made in Canadian Funds, or by International Canadian Money Order if out of Canada.
- d) The customer agrees to pay the rental in full 14 days or prior to arrival date, or the reservation will be cancelled and the follow cancellation policy will apply.

# 4. Cancellation Policy

- a) If the cottage is struck by disaster then all contracts will be NULL and VOID, and payment refunded.
- b) If the customer wishes to cancel the agreement, he must notify the Cottage Owner in writing and the following policy shall apply to all cancellations.
- c) If the cancellation is six weeks or more from the beginning of the cottage occupancy date, the Cottage Owner will refund all monies paid.
- d) If the cancellation is made with less than six weeks to the commencement of the cottage occupancy date, the owner agrees to attempt to rebook the cottage to the following conditions:
  - 1. If the cottage is booked for the same period of occupation, the owner will refund the total amount paid for the original booking.
  - 2. If the cottage is booked for part of the original booking, the owner will refund the amount corresponding to this portion.
  - 3. If the owner is unable to rebook the cottage for the original reservation period, no money will be refunded.

### 5. Damages and Fees

- a) The customer agrees to pay a minimum \$75 cleaning fee if the cottage is not left in the same state of cleanliness as their arrival. This includes, but is not limited to all dishes being cleaned, dried and put away, the bathrooms wiped down, the kitchen cleaned, the vacuum passed on all floors and all garbage & bottles removed from the cottage. If excessive cleaning is required, the cleaning charge will be adjusted appropriately.
- b) If the Hot Tub water is soiled due to body lotions, creams or other substances being spilled into the water, the customer agrees to pay a minimum \$150 cleaning fee.
- c) In the case of any damages, the cost of repairs will be evaluated and the customer agrees to pay for all damages and repairs.
- d) By signing this contract the customer is hereby assuming responsibility for any and all damage caused by himself or members of his group during the rental period.
- e) If any of the charges outlined in this section apply (damages or cleaning fees), the customer also agrees to pay a \$50 administration fee.

## Note:

\* The contract can be signed and returned to owners either:

- By email to: info@les3hiboux.com
- By mail to: 245 Janequin, Quebec (QC), Canada, G1B 3R3

\*\* # Account PayPal: info@les3hiboux.com

\*\*\* If necessary, before or during your stay, you can contact the owners at:

Mélanie Lessard : 418-327-0050 Marc Hamilton: 418-882-6866