



# Rental Contract

TO: Bluewater Cottage Rentals  
P.O. Box 1062  
Grand Bend, Ontario, N0M 1T0  
Phone: (519) 317-6368

Email: [bcr@hay.net](mailto:bcr@hay.net) (the "Agent")

FROM: \_\_\_\_\_ (the "Renter")

RE: Rental of Cottage # \_\_\_\_\_ (the "Property")

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_  
(the Rental Period)

Renters' Full Legal Name: \_\_\_\_\_  
\_\_\_\_\_  
(Address) \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone # \_\_\_\_\_  
Business # \_\_\_\_\_ Ext. # \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Please Supply Government Issued Photo ID**

Names, addresses and telephone numbers of ALL people (adults and children) who will be occupying the Property during the Rental Period (including children's ages), not to exceed the maximum number of occupants, including the Renter, as shown on the website for this Cottage Number:


This information could be shared with the cottage owner



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Names of overnight guests, not listed above who will attend at the Property during the Rental Period and the dates upon which they will attend at the Property (total initial occupants and guests not to exceed the amount stated on the website for this Cottage Number.)


THE RENTER HERBY applies to rent from Bluewater Cottage Rentals ("BCR") as agent for the Owner the Cottage No. \_\_\_\_ subject to the following **TERMS AND CONDITIONS**:

### Confirmation of Acceptance and Deposit

1. The contract fully completed and signed along with photo ID and proof of personal liability insurance must be emailed to Bluewater Cottage Rentals, [bcr@hay.net](mailto:bcr@hay.net). You will receive confirmation of acceptance before you send the paperwork and deposit.
2. The deposit (the "Deposit") in the amount of fifty percent (50%) of the total amount of the Rental Rate payable for the time period you are booking must be e transferred to the Cottage Owner ASAP to keep your booking. The balance of the Rental Rate shall be payable thirty (30) days prior to the Arrival Date and made payable to The Cottage Owner . Please contact us if you are unsure how to etransfer.

In the event this Application is submitted less than thirty (30) days prior to the Arrival Date, the Deposit shall be the full amount of rent payable for the Rental Period. Price increases are not permitted once the application and deposit are accepted by Bluewater Cottage Rentals.

### Security Deposit

BCR requires a credit card on file for the Security Deposit. The Security Deposit shall be held by the owner for the observance and due performance by the Renter of the terms and conditions of this Agreement. Damage or cleaning issues with the cottage, if applicable will be discussed with the renter the week following departure. An invoice totaling damages / cleaning will be sent to the renter and paid by the renter with the credit card on file or etransfer. There is a 3.5% charge on the full amount owing if a credit card is used.



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### Rental Period

The rental period (the "Rental Period") shall be the period commencing on the Arrival Date and ending on the Departure Date, unless terminated in accordance with the provisions of this Agreement.

The Property is rented from \_\_\_\_\_ to \_\_\_\_\_ (insert which day applies from website cottage #) on a weekly basis only. In the event of early departure by the Renter, the rental rate shall not abate or be pro-rated.

### Check In and Check Out

The Renter shall check in no earlier than \_\_\_\_\_ on the Arrival Date (time is as stated in the website for the cottage rented) and check out no later than \_\_\_\_\_ on the Departure Date (time is as stated in the website for the cottage rented). Neither the Renter nor any of the Renter's guests shall be entitled to access the property at any time outside of these times.

### Rental Rate

The rental rate (the "Rental Rate") for the Property is as follows:

\$\_\_\_\_\_ per week, and / or

\$\_\_\_\_\_ per night.

### Keys

Keys for the Property (the "Keys") will be handed to you by the Agent at the time of your arrival on the Arrival Date. The Keys may be used by the Renter and the Renter's guests to access the Property during the Rental Period. The Renter shall ensure that all doors to the Property are locked at all times during the Rental Period when no one is present at the Property.

The Renter shall leave the keys in the area designated by the Agent on the Departure Date. Failure to leave the Keys shall result in a \$20.00 charge.

### Telephone/Internet

Bluewater Cottage Rentals ask that you please bring your own phone, and not use the Cottage phone if there is one. Any phone charges incurred during the Renter's stay are the Renter's responsibility to pay. The internet is not to be used for any illegal activities.

### Number of Guests at Property

The number of overnight guests at the Property on any night during the Rental Period shall not exceed the number of overnight guests disclosed above in this Agreement at any time. In the event the number of overnight guest at the Property exceeds the said maximum number, the Renter shall pay to the Owner \$200.00 per night per overnight guest over the maximum number.



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### Use of Property by Renter

During the Rental Period, the Renter and the Renter's guests shall:

- maintain the Property at all times in a good and tidy condition;
- shall not smoke inside the Property and dispose of any cigarette butts outside the property in a safe manner;
- not cause or create a nuisance in any way, including, but not limited to, refraining from playing loud music inside or outside the property at any time to cause excessive noise that would disturb the neighbours;
- properly use and operate all equipment, machinery and appliances at the Property;
- not move or rearrange any furniture inside the Property;
- not flush sanitary items down the toilet;
- not sit on furniture in wet bathing suits, and shall ensure that sand is removed from shoes and feet before entering the Property;
- comply with all applicable laws and Resident Association requirements (if applicable) in connection with their use of the Property;
- leave the property in the same condition of cleanliness in which they find the Property.

### Maintenance by Owner

In the event of failure of any piece of equipment, machinery or appliance at the Property during the Rental Period, Bluewater Cottage Rentals, as Agent for the Owner, may be contacted anytime at (519) 670-0183.

Notwithstanding the foregoing Bluewater Cottage Rentals, as Agent for the Owner do not guarantee the operation of any piece of equipment, machinery, or appliance serving the Property, and there shall be no discount to or refund of any portion of the Rental Rate for failure, during the Rental Period, of any piece of equipment, machinery or appliance serving the Property.

### Access by Agent

The Agent shall be entitled to access the Property upon reasonable notice during the Rental Period for the purposes of supplying services effecting maintenance or repairs and performing inspections.

### Damage and Replacements

The Renter shall report any damage to the Property upon arrival or occurrence. The Renter shall be responsible for any damage to or loss from the Property which occurs during the Rental Period.

The Agent shall inspect the Property on the Departure Date after the Renter's departure and shall advise the Renter of any damage or replacements in respect of which the Renter is required to reimburse the Agent. Such items will be charged according to repair or replacement value at the time of such repair or replacement, as determined by the Agent.

### Waste

The Renter and the Renter's guests shall place all garbage and recycling in the designated containers and ensure that no garbage or recycling is left in the Cottage on the Departure Date.

### Pets

The Renter and the Renter's guests shall not be permitted to bring any pets on to the property at any time unless the Owner designates that the property is pet friendly.



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### Indemnity

The Renter shall indemnify and save the Owner and Bluewater Cottage Rentals, as Agent for the Owner, harmless from and against any liabilities or any loss or damage whatsoever arising from, related to or in connection with the Renter's rental of the Property including, but not limited to, any claim for liability for personal injury or damage or loss of property which is made, incurred or sustained by the Renter or any of the Renter's guests at the Property during the Rental Period.

The Renter (as named on first page) must provide Proof of Liability Insurance (Homeowners Policy). A copy is to be supplied with this agreement.

### Cancellation Policy

- In the event the Property is damaged materially by fire or force of nature, or the property is subject to power of sale proceedings prior to the Rental Period, this Application shall be null and void and all payments received by the Agency hereunder shall be returned to the Renter.
- In the event the Renter advises the Agency that he or she wishes to cancel this Agreement thirty (30) or more days prior to the Arrival Date, a cancellation fee of the Deposit already paid will be charged to the Renter.
- We do not sell cancellation insurance. Trip cancellation insurance can be purchased from various insurance providers.

### Termination by Agent

The Agent, on behalf of the Owner, shall be entitled to terminate this Agreement if the Renter, or any of the Renter's guests, are in violation of any of the terms of this Application or, in the sole opinion of the Agent, if the Renter or any of the Renter's guests' use of the property is detrimental to the Property or creates a nuisance in any way.

### Personal Information

1. The Renter Consents to the Agent obtaining any information about the Renter as the Agent may deem necessary at any time in connection with this Application, or matters arising therefrom or for the purpose of determining the Renter's whereabouts if, at any time during or after the expiration of the Rental Period, the Renter is or becomes indebted to the Agent for any amount owing pursuant to its obligations under this Application.
2. The Renter further consents to the Agent taking any reasonable steps necessary to assess this Application. Such consent extends to (but not limited to) the obtaining of a consumer/credit report about the Renter.
3. The Renter further consents to the disclosure by the Agent of any information concerning the Renter to any credit reporting agency.
4. The Renter acknowledges that personal information provided by the Renter to the Agency will be used only for the purpose of this rental application as described in the Agency's Privacy Policy on the Bluewater Cottage Rentals website.
5. The acknowledgements and consents contained herein are made by each party named as Renter herein.



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### **Condominium Provision** (if applicable)

The Renter consents to the release to \_\_\_\_\_ of any and all information required under the Condominium Act, 1998, S.O., 1998 C. 19 and or its regulations thereto (including but not limited to the name, address and phone number of the Renters, the term of the Rental Agreement and the amount paid under the Rental Agreement), if applicable.

### **E-mail Transmission**

This agreement may be executed by e-mail transmission and the e-mail signatures will evidence the binding obligation of the parties to be bound by the terms of this Agreement.

**I have read, understand and agree to abide by the Terms and Conditions as set out above. I understand that the cottage owner(s), Bluewater Cottage Rentals or its employees or agents will not be liable whatsoever for any loss or any injury to myself or anyone on or using the cottage or its' property during my rental term, however caused.**

Signature \_\_\_\_\_ Print name \_\_\_\_\_

Signature \_\_\_\_\_ Print name \_\_\_\_\_

Date \_\_\_\_\_

**If you or anyone in your party is not a full time resident of the Province of Ontario you may not have access to health care supplied by the Province of Ontario. Confirm your coverage with your health care provider.**