House Rules - revised JUNE 2022
Terms and Conditions – revised JUNE 2022

House Rules – Bon Echo Escape
Maximum occupancy limit 10 people with a maximum of 4 adults.
Saturday-Saturday weekly rentals only during High Season.
2 well-behaved non-shedding dogs up to a medium size are welcome.
The cottage sits on Upper Mazinaw Lake. Bon Echo is 2 cottages in one, joined by a central hall. In High Season, this cottage rents as a combined unit only. In Low Season, guests may rent either Bon Echo Escape North or Bon Echo Escape South, separately. The lake is suitable for swimming as the water is clear and generally weed free.

Terms & Conditions
These Terms and Conditions clarify The Owner's obligations to The Guest, The Guest's obligations to The Owner, and in the very unlikely event of any disputes, will be used as the basis for any resolution. Please read them carefully before confirming your booking. Acceptance of these Terms & Conditions binds a contract between the following two parties: The Rental Applicant (The Guest) and The Property Owner (The Owner) CottageLINK Rental Management, acts as an agent (The Agent) for the property owner (The Owner) and does not own, or have any responsibility for the maintenance and/or upkeep of the property.

1. **Party Members**

All persons listed on the Rental Application or added and approved subsequently by The Agent will be bound by these Terms and Conditions. Occupancy of the property is restricted to those names listed on the Application or added subsequently by The Agent. The Rental Applicant is considered to be the Lead Guest and will assume full responsibility for all members of the Rental Group throughout the rental period. Information or instructions relating to this rental will be communicated to the Lead Guest only and not to any third-party member of the Rental Group. It is the responsibility of the Lead Guest to ensure that members of their rental group are aware of and abide by all the terms and conditions contained herein.

2. **Credit Card Guarantee**

The Lead Guest agrees to provide a valid credit card number as a guarantee to pay all outstanding long distance phone charges, overage on WiFi usage in excess of the

stated limits, handling and postage fees for returning left items, and accepts any and all liability for any damage beyond normal wear and tear (for those items not covered by the Accidental Damage Protection Plan) during the term of the Rental Period.

3. Arrival & Departure

Your confirmed arrival and departure times will be listed on your reservation agreement and are to be adhered to, unless previously arranged, prior to a guests arrival. Early entry to a property is not permitted without exception. Any deliveries or arrivals must take place within the specified times.

3.1 Failure to vacate a property by the specified check-out time may result in additional costs being incurred by the property owners and cleaning teams, in relation to delayed access to the property for preparation for the next reservation. A charge may be levied for any early arrival or late departure causing disruption to property access by The Owners or Caretakers, at the sole discretion of The Agency, up to the full amount of the damage deposit, in addition to any additional costs incurred by the property owners, in relation to delayed access to the property for preparation for the next reservation. An administrative fee of up to $200 may be added to any early arrival or late departure causing disruption to property access by The Owners or Caretakers, at the sole discretion of The Agency

4. Payment

4.1 Reservations shall be confirmed in writing by the Agency on payment of the rental rate and applicable booking fee by credit card.

4.2 Receipt of any payment prior to the Agency's written confirmation of the reservation shall not constitute acceptance of any booking.

4.3 All payments shall be made to the Agency by credit card. (Visa or Mastercard only)

4.4 Once a reservation is received and accepted by The Agent. Full payment of the rental fee, plus any additional charges is due at the time of booking. Non-payment by the due date will be treated as a cancellation and the deposit will be forfeited or a late-payment fee applied.

5. Cancellation Policy & Changing a Booking

5.1 Once a reservation has been accepted and confirmed, a cancellation can only be made in accordance with the terms below:

- If the period of rental can be re-booked, a refund for the period re-rented, less a cancellation fee of $150 (plus HST) will be issued.
- If any part of the rental period cannot be re-booked, the Renter will forfeit all monies paid for that period.

5.2 Once a reservation has been accepted by The Agent the reservation can only be changed to another cottage by treating the original reservation as a cancellation. The Terms in Clause 5.1 apply.

5.3 Where a Flexible policy is displayed on a listing, a cancellation made up to 30 days before a vacation starts will be eligible for a refund of all monies paid, less the booking fee of $75 (plus HST).

6. Occupancy of the Property

6.1 The number of guests occupying the Property is strictly limited to those named on the Rental Application or any subsequent amendment notified in writing to The Agent. The stated and agreed occupancy figure includes all persons irrespective of age.
6.2 Cottage occupancy limits apply to day or overnight guests.
6.3 Exceeding the number of stated and agreed persons, regardless of the stated occupancy limit, may result in immediate eviction without refund, or a charge of up to $250 per guest per night charge at the discretion of The Agent or Owner.

7. Condition of the Property

The Property will have been inspected prior to occupation and therefore The Guest undertakes to:
7.1 Notify The Agent immediately with regard to any damage and/or maintenance issues that require attention.
7.2 Keep the Property and all furniture, fixtures, fittings, chattels and effects in or about the Property in the same state of repair and condition as found at the commencement of the Rental.
7.3 Where a cleaning service is provided; The Guest shall follow the departure instructions provided by The Owner.
7.4 Where a cleaning service is not provided; The Guest shall leave the Property in the same state of cleanliness and general order in which it was found. Failure to do so to the satisfaction of The Agent/Owner may result in a damage/cleaning charge being levied.
7.5 Where Garbage removal is required by The Owners, The Guest shall remove all garbage & recycling from the property (interior & exterior) and dispose of accordingly, after their departure. Failure to remove any waste material as outlined in the Digital Guest Guide will be subject to a removal fee.
7.6 Report details of any damage done to the Property or any of the furniture, fixtures, fittings and effects to The Agent immediately. The mandatory Accidental Damage Protection Plan (ADPP) provides coverage for accidental damage up to the value of $2500.
7.7 Replace any part of 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, if the damage is deemed to be non-accidental, or caused by pets.

8. Use of Telephone and Internet Services

Where a telephone is provided as part of the rental, The Guest must charge all long-distance telephone calls to either a credit/phone card or call collect, unless advised

otherwise. Where internet services are provided, there may be download restrictions and a charge may be levied if these are exceeded.
8.1 It is The Guest's responsibility to check for restrictions in the Digital Guest Guide and on an internet device before commencing any download, streaming or activity that is likely to cause an overage in internet usage. Once the data allowance has been reached, a charge per GB will be the guests responsibility and retained from the Damage Deposit. Overage charges are detailed in the Digital Guest Guide.
8.2 The lead Guest is responsible for ensuring all members of the rental group are aware of data restrictions and allowances and for all overage charges that may occur.

9. Pets

9.1 Unless indicated in the property listing, pets are not accepted at a property. Even where pets are accepted, number or type/breed restrictions may apply.
9.2 Where a pet is permitted, all evidence of pet occupation must be removed from the Property and grounds at the end of the rental period or an additional cleaning fee may be applied.
9.3 Pets are not permitted on any item of furniture, including beds, and evidence of pet hair on furniture and bedding may incur additional cleaning charges.
9.4 Bringing a pet into a property that is not permitted or included in your registration information may result in an additional charge of up to $500, plus additional clean up fees.
9.5 Pets may not be left in a cottage or unattended on the property at any time. Pets must be on a leash or tether while at the cottage and must remain within the property boundaries. Repeated wandering and/or excessive barking may result in neighbouring properties notifying local bylaw officers.
9.6 Neither Agent nor owner will be held responsible for any pet-related bylaw fines.
9.6 The Agent accepts no responsibility for any allergic reaction or other conditions arising at any property, whether designated "No Pets" or not. The designation of "No Pets" does not indicate there have not been pets at the property at some time.

10. Smoking

Smoking of either tobacco or cannabis is not permitted in any cottage. Individual properties may have additional restrictions and instructions with regard to smoking within the boundaries of the property. These will be indicated in the Guest Guide. Any smoking that takes place in a property will result in a charge of up to $500, plus additional cleaning fees.

11. Fireworks & Campfires

11.1 Use of fireworks is not permitted within the boundaries of any cottage property. Failure to comply with this may result in eviction without refund and additional fees of up to $500, plus any additional damage incurred through bylaw fines.
11.2 Use of a campfire is only permitted in designated areas as defined in the Guest Guide.

11.3 The Guest agrees to comply with local fire restrictions that are posted in the vicinity and not to light any campfire during fire bans. It is The Guest's responsibility to determine whether or not a fire ban is in place at the time of their stay.

12. Cottage Access During Winter Months

All properties offered for rental during the winter months have road access and receive a snow clearance service from either municipal or private sources. However, Guests are advised that following any major snowfall, snow plough providers are contracted to clear local roads in a predetermined order. Consequently, ploughing at a property may be delayed for several hours or, in severe storm conditions, days.

12.1 In the unlikely event that a Guest is unable to leave a property on the planned departure date due to weather-related issues in the cottage vicinity, the Guest will not be liable for any additional accommodation charges.

12.2 Should a lack of snow clearance prevent a Guest from reaching a property for the designated check-in time, the Guest will receive a refund of the rental fee for the day(s) the property was inaccessible. However, neither The Agent nor The Owner will be held responsible for any losses, additional expenses, or penalties incurred as a result of being unable to arrive at or leave a property on time due to a lack of snow clearance. Guests are also reminded to ensure that they and their vehicles are suitably prepared and equipped for driving in the wintry conditions likely to be encountered during their visit to Cottage Country.

13. Accidental Damage Protection Plan (ADPP)

13.1 The ADPP provides The Guest with cover for accidental damage to the property and/or any personal items of The Owner defined in this Agreement up to $2,500 aggregate per stay. The plan provides protection for accidental damage only and does not waive The Guest's liability for costs resulting from:

- Negligent or willful behavior by any person accommodated at or visiting the property where the consequences to the property could have been foreseen by a reasonable person, including damage caused by animals belonging to any person accommodated at or visiting the property
- Cleaning charges where the Property has not been left in a condition as defined in these Terms and Conditions of Rental
- Charges relating to the incorrect disposal of garbage
- Loss or damage to the rented Property in excess of $2,500
- Overage charges relating to excessive internet usage (as defined in the Guest Guide) or long-distance telephone calls
- Any damage or loss that is not reported to The Agent prior to the Property being vacated.

13.2 In the event The Agent is not notified prior to The Guest's departure from the Property, a charge for the full cost of repair/replacement will be made on the credit card supplied at the time of booking.

13.3 ADPP is a mandatory charge of $7 +HST per day.
13.4 The Guest will provide a valid credit card number and authorize The Agent to charge up to $1,500 in the event of damage that is deemed non-accidental, pet damage, excessive cleaning charges, internet overage and/or telephone charges. In the event that a charge to the credit card is declined, further action will be taken to recover the outstanding amount and a $250 administration fee will be applied, together with any legal fees and additional costs incurred in pursuing a legitimate claim.

14. Information contained in Promotional Material

The information contained on any web sites, in any printed material or Guest Guides, is believed to be correct at the time of this agreement. CottageLINK Rental Management (The Agent) is a registered member of the Travel Industry Council of Ontario and abides by the regulations as defined in The Ontario Travel Industry Act, 2002.

15. Equipment and Facilities

Advertised equipment and facilities are provided at the discretion of The Owner and while every attempt is made to ensure that such equipment is in working order for the duration of the rental period, should a breakdown or some other situation occur that renders an element unusable, neither The Agent nor Owner take responsibility for replacing or refunding The Guest for the lack of use of these equipment or facilities. The equipment and facilities referred to include (but are not exclusive to) such items as watercraft, motors, televisions, VCRs/DVDs, hot tubs, saunas and Jacuzzis.
15.1 The Guest must report any inoperative or defective equipment to The Agent promptly.
15.2 The Agent will make every reasonable effort to have repairs made as soon as possible; however, there are limited service contractors in Cottage Country areas. While every attempt will be made to ensure that all the advertised equipment and appliances are in working order at the commencement of a rental period, no reduction of rent; rebate; or refund will be issued for a mechanical failure of air conditioning, dishwasher, washer, dryer, TV or other non-essential appliances.

16. Refunds

If a breakdown should occur to fundamental elements such as water systems, plumbing and electrical systems, and major appliances such as stove or refrigerator, every effort will be made to repair or replace.
16.1 If the amenity cannot be replaced or restored to reasonable use within 12 business hours, an appropriate refund may be made, at the discretion of the agent. This does not apply to system breakdown caused by misuse, such as plumbing blockages caused by inappropriate use of sanitary facilities.
16.2 The Owner is not liable, nor will provide a refund, for any stoppage of electrical services caused by extreme weather or other circumstances beyond his control or any failure of public utilities.

16.3 There will be no refunds for naturally induced changes including (but not exclusive to) changes in water levels, fallen trees, road washouts etc., nor will conditions at neighbouring cottages, or any nuisance afforded by the natural elements of Cottage Country living such as insects or the animal population be cause for refund or rebate.
16.4 Where a refund may be agreed, the amount of refund shall in no case exceed the amount paid in rental fees.

18. Other Conditions of Booking

The Guest shall abide by these Terms and Conditions of Rental and any other instructions contained in the individual Cottage Guide and any additional information and instructions as shall be supplied in the Property or by The Agent or Owner. LIMITATIONS OF LIABILITY: The Guest represents, warrants, acknowledges and agrees with The Agent and The Owner that he/she will use the Property and its facilities in accordance with The Terms and Conditions above and the Cottage Information provided and that h/she does so at his/her own risk and that he/she indemnifies and saves The Agent and The Owner harmless from any personal injury, sickness or death, loss or damage, however caused, to person or property of The Guest, his/her family, or guests, before during or after the time of occupancy. Further, he/she accepts full responsibility for the use of the Property and any recreational equipment such as boats and motors, etc. and agree to pay for any damage of said equipment, other than for normal wear and tear. The Guest further acknowledges he/she is responsible for ensuring all Boating Regulations are observed, including having required safety equipment in the watercraft, as well as meeting current Operator Competency Requirements.

19. Electronic Documents Act

By selecting “I Agree, Reserve this Property” on the booking interface of the www.clrm.ca web site, the Guest understands and agrees that they are entering into a legal binding agreement as per the authority Ontario Electronic Commerce Act, RSO 2000.