

WILLOW BEACH RESORT RENTAL AGREEMENT

General

This agreement serves as a rental agreement between the renter ("You") and Willow Beach Resort. The terms and conditions of the agreement between You and Willow Beach Resort are as set out herein.

1. Payment

A valid credit card is required at time of booking in case of damages. Your credit card will not be charged unless damages occur or full payment has not been provided within thirty (30) days. All payments shall be made to Willow Beach Resort Inc.

By providing your credit card, you are agreeing to the following:

- I am providing my credit card number as a guarantee. I accept all liability for any damage beyond normal wear and tear during the term of my rental.

Card Number: _____

Expiry Date: _____

- I agree to pay any penalties listed in this agreement and household rules for failure to meet any of the terms of the agreement. If I fail to do so, I understand that these costs will be charged to my credit card.

Deposit

You will remit thirty percent (30%) of the total rent at the time of booking. The balance is due thirty days (30) prior to occupancy.

Methods of Payment

E-transfer (Electronic funds transfer) payments should be sent to info@willowbeach.com.

Visa or Mastercard, a 3% service charge will be applied.

If the Property rental is made with less than thirty (30) days notice, payment in full is required at the time that the Cottage Rental Application is submitted.

Booking

Bookings shall be confirmed by email by Willow Beach Resort after payment of the deposit and receipt of a completed Cottage Rental Application form.

2. Cancellation

By You

Any cancellation made by You shall be in writing (email) addressed to Willow Beach Resort. On receipt of such notice of cancellation the deposit shall be forfeited. Willow Beach Resort will endeavor to rebook the holiday accommodation for the entire period of the original booking. If rebooked, all monies paid will be returned minus a 25% administrative fee. If Willow Beach Resort is unable to rebook the holiday accommodation at all, then all monies paid will be forfeited.

By Willow Beach Resort

If the Property is damaged, destroyed, uninhabitable, or is unavailable for any other reason, then Willow Beach Resort may terminate this Agreement by giving written notice to You. All payments that You have made will be refunded and Willow Beach Resort shall not have any further liability to You.

3. Refunds

You agree that You shall not be entitled to any refund arising from weather or water conditions, changes or fluctuations in the lake level, conditions at neighbouring cottages or other conditions beyond the control of Willow Beach Resort.

4. Use

- a) You agree to use the Property for personal vacation use and not for commercial purposes. All persons staying at the Property overnight (including guests) will be named on the Cottage Rental Application and it is your responsibility to ensure that all such persons and all guests abide by the rental terms and conditions. If You violate this provision, You will be deemed to have committed a fundamental breach of this Agreement which will entitle Willow Beach Resort or their representatives to evict You from the property without refund or other compensation.

- b) The number of persons present (includes adults and children) overnight or during the day (including guests) shall not exceed the maximum number indicated on the cottage profile for that property, without prior authorization from Willow Beach Resort. If You contravene the maximum number stated for each cottage, You may be subject to immediate eviction without refund or an additional nightly charge of \$200.00 per person, at the discretion of Willow Beach Resort or their representative. Please note that any person, regardless of age is counted as a person in the occupancy of a cottage.
- c) There shall be no camping, tenting or other auxiliary accommodation on the Property without prior written authorization.
- d) No person under the age of twenty-five (25) years will be allowed to rent a cottage.
- e) Pets are not permitted on the property. Bringing, or allowing, a pet may result in immediate eviction and You will be charged a penalty fee of \$350 plus GST. Please note this does not necessarily mean the cottage has not had pets present at some time. Willow Beach Resort takes no responsibility for conditions arising from allergies at any cottage, whether noted as "NO PETS" or not.

5. Drinking Water

Water is potable at Willow Beach Resort, unless otherwise notified.

6. Linens

Towels, bedsheets and pillow cases are **NOT** included with the Property.

7. Smoking and Recreational Cannabis

Willow Beach Resort is a non-smoking Property. All buildings on the property are smoking free and smoking is strictly prohibited. This includes vaping and E-cigarettes. Guests may smoke or vape on the cottage deck but are not permitted to smoke or vape at the beach. Smoking or vaporizing recreational cannabis is strictly prohibited *anywhere* on the property or in its buildings.

8. Quiet Hours

As 13 different dwellings make up the resort experience, quiet hours are expected between 11 p.m. and 8 a.m. At all times, please be mindful and respectful of other people at Willow Beach Resort, as well as neighbouring properties.

9. Fire Prevention

Guests are expected to follow local by-laws related to outdoor fire bans and the use of fireworks. There are to be no outdoor fires before dusk.

10. Repairs

Every effort will be made to ensure that all of the equipment at the Property is in good working order at the time of your arrival. Should there be a problem with the water, plumbing or electrical system or with a major appliance, You are to contact Willow Beach Resort in accordance with the information contained in the email you received upon booking.

11. Boating and Small Watercraft

- a) You acknowledge that You are responsible for ensuring all boating regulations are observed, for having required safety equipment in the watercraft, and for complying with operator competency requirements. **See Appendix A.**
- b) No motorized boats are to be launched from the property. A \$500 fine will be charged to You if you use Willow Beach Resort property to launch a motorized boat.

Your Obligations

12. Repair

You agree to keep the Property and all furniture, fixtures, chattels and effects in or on the Property in the same state of repair and condition as at the commencement of the rental period, save and except for ordinary wear and tear.

13. Clean Up

You agree to clean the Cottage prior to departure, empty the fridge/freezer, remove your own garbage and recycling and generally to leave the Property in the same state of cleanliness and general order in which it was found. BBQ grills should be scrapped of debris.

14. Keys

You agree to return the key at the time of departure to the place where it was picked up. You agree to pay a fifty dollar (\$50.00) charge if the key is lost or not returned at the time of departure.

15. Check In/Check Out (Jun – mid October)

Arrival time is 3:00 p.m. on Saturday and departure time is 10:00 am on Saturday. Off season rental arrival and departure times may be negotiated with Willow Beach Resort during the months of (mid October-May).

16. Access

Willow Beach Resort or its representatives shall be allowed access to the vacation property at any reasonable time during any holiday occupancy to deal with emergencies and repairs.

17. Disclaimer

The information contained in any printed materials or web site is believed to be accurate at the time of printing/viewing. However, Willow Beach Resort reserves the right to make alterations thereto. Although Willow Beach Resort shall endeavor to inform You of such alterations, the failure to do so shall not relieve You of your obligations under this agreement.

If the alterations relate to fundamental elements or services, Willow Beach Resort shall attempt to provide comparable fundamental elements or services. If such fundamental elements or services cannot reasonably be provided, the sole obligation of Willow Beach Resort shall be to provide such refund as it deems appropriate. Fundamental elements refer to water systems, plumbing and electrical systems, major appliances, such as refrigerator and stove. Fundamental elements do NOT refer to recreational items such as non-motorized boats, televisions, VCR's/DVD players, Wi-Fi or satellite dishes, sauna, recreation hall equipment, and such recreational items are provided at the discretion of the owner as an added feature for the renter's use. While every attempt will be made to ensure that such equipment is in working order, should breakdown or some other situation occur whereby these elements are not available for the term of the holiday, Willow Beach Resort shall not be responsible for replacing same or for refunding any part of the monies You have paid.

18. Limitation of Liability

You acknowledge and agree that You will use the cottage and its facilities in accordance with the rental terms and conditions and the household rules and that You do so at your own risk.

19. Indemnity

You will indemnify and save Willow Beach Resort harmless from any personal injury, sickness or death, loss or damage, however caused, to your person or property or that of your family or guests both during or after the time of occupancy. Further, You accept full responsibility for the use of the cottage and any recreational equipment such as boats, etc. and agree to pay for any repairs or replacement of said equipment, other than for normal wear and tear.

20. Legal Proceedings

If You are in default of the terms of this Agreement and it is necessary for Willow Beach Resort to take legal action against You, You agree that Willow Beach Resort shall be entitled to recover all costs and expenses of such proceedings including legal fees on a substantial indemnity basis.

21. Jurisdiction

This Agreement shall be governed by the laws of the province of Ontario and You agree to acknowledge the sole jurisdiction of the courts of Ontario with respect to any and all disputes arising under this Agreement or between You and Willow Beach Resort.

22. Entire Agreement

There are no representations, collateral agreements, warranties or conditions except as set out in this Agreement.

23. Assignment

You have no right to assign or sublet this Agreement. Where separate families, groups or parties will be occupying the Property at different time periods, separate Cottage Rental Applications must be completed by each party.

24. Email/Facsimile

You agree that this Agreement may be executed by and returned electronically and that digital and/or scanned signatures will evidence the obligation of the parties to be bound by the terms of this Agreement.

I agree to be bound by the terms of this Agreement

Name and Signature

Date

APPENDIX A

SMALL WATERCRAFT LIABILITY WAIVER AND USER AGREEMENT FOR WILLOW BEACH RESORT

I agree to ensure that all individuals in my family/group who wish to use Willow Beach Resort small watercraft including rowboats, canoes, kayaks and paddleboats follow the boating regulations of Ontario. This includes, but is not limited to, each person in the vessel wearing a lifejacket that fits properly and ensuring that the safety kit with a throw rope, whistle and bailer is on board.

The Ontario Provincial Police patrol the waters. Users that violate boating safety laws may be fined \$200 for not having lifejackets and up to \$700 for not having a boat safety kit.

It is illegal to operate any watercraft under the influence of alcohol or drugs. It is also illegal to carry open alcohol on any vessel.

In using these watercraft I understand that I accept full responsibility for any damage to the vessel or individuals using it. I affirm that Willow Beach Resort will not be held liable for any damages or injuries incurred.

I acknowledge responsibility for ensuring that all vessels, paddles and lifejackets are returned to their original location immediately after use. Canoes and kayaks cannot be left on the beach.

I recognize that these vessels are for the enjoyment of all users of Willow Beach Resort and thus, will ensure that members of my family/group do not monopolize any individual piece of equipment. It is recommended that each use does not exceed 2 hours so that others have the opportunity to access the watercraft.