

Casa Duna Cottage

136 Knowles Lane, Southampton, Ontario

Rental Agreement

1. **Terminology.** In this document, “you” and “your” refers to the person or persons renting Casa Duna, and their guests, as appropriate. “We” and “our” refers to the owners of Casa Duna.
2. **Number of Guests.** We reserve the right to limit the number of occupants. This cottage is for personal use only. Occupancy is strictly limited to the persons listed in paragraph 12.
3. **Reservations.** A completed and signed copy of this Agreement, a copy of the signer’s driver’s license and a deposit of 50% of the total rental cost is required to secure your reservation. Remaining balance is due at least 10 days prior to the first day of occupancy to secure your rental period.
4. **Liability for Damage.** You are responsible for the costs related to any damage, loss, excessive or unauthorized use of the cottage. You will be liable for any damage, loss or any other breach of this Rental Agreement, including, but not limited to: smoking in the cottage, pets in the cottage, excessive cleaning required, loss of keys, damage to cottage and damage or loss of contents.
5. **Cancellation policy.** Cancellations are accepted up to 45 days before the commencement of the rental period, with a full refund. After 45 days, if we are able to re-rent your time, you will receive a full refund. If we are unable to re-rent your time, your rental deposit is forfeited. If the balance of the rental fee is not received at least 10 days prior to the commencement of your rental period, we will cancel your reservation and your deposit is forfeited.
6. **Check In and Check Out.** Check in is Saturday no earlier than 4:00 pm. Check out is Saturday no later than 11:00 am. These times must be respected to allow the minimum amount of time required to clean and restore the cottage for the next occupants.
7. **No Pets.** Absolutely no pets. This condition also applies to any guest that visits during your stay.
8. **No Smoking.** This is a non-smoking cottage. This condition also applies to any guest that visits during your stay.
9. **Candles and Flame.** Other than the fireplace and woodstove, no candles or other item with a flame (lamp, incense etc.) are permitted inside the cottage.

10. **Bed linens and towels.** Pillows, quilts, blankets and kitchen linens are supplied. Please bring your own bed linens and towels.

11. **Cottage condition on departure.** Cottage cleaning is included with the rental. However, your garbage and recycling must be placed in the outside bins, the bins placed in the laneway on the designated pick up days, and all the dishes left clean.

12. **Occupancy.** The following people will be residing at the cottage:

Name Age

Name Age

Name Age

Name Age

Name Age

Name Age

No other person will be residing at the cottage at any time during the rental period.

13. **Your Covenants.** You shall:

- (a) pay for any losses or damages to the property caused by you, a member of your party or a guest, excluding reasonable wear and tear;
- (b) permit the owners and their agents reasonable access to the property on reasonable notice for inspection and repair purposes;
- (c) not part with possession of the cottage or premises, or share it, except with members of the party listed above;
- (d) not cause an annoyance or become a nuisance to neighbours.

14. **Unavailability of the Property.** If for any reason beyond our control, the property is not available or uninhabitable on the date booked, all rent and deposits paid in advance will be refunded in full, and you will have no further claim against us.

15. **Liability and Indemnification.** We are not liable to you, your guests or invitees, for any injury, loss or damage to any person or property on or near the cottage premises. You agree to indemnify the owners of Casa Duna against any claims, including claims by third parties arising from your conduct under this agreement and while occupying Casa Duna.
16. **Breach of Contract.** If there is a breach of any of these conditions by you or your guests, we reserve the right to re-enter the property and terminate the tenancy without prejudice to any other rights we may have.
17. **Severability.** If any term or provision or part of a term or provision in this Rental Agreement is held to be illegal or unenforceable, that term, provision or part shall be deemed not to form part of this Agreement and the enforceability of the remainder of this agreement shall not be affected.

By signing this agreement, I attest that I have read and understood this agreement in full and agree to all its terms. I am aware that this contract contains a limitation of liability at paragraph 15. I am at least 25 years of age. I agree to take full responsibility for the party occupying the property and any guests or invitees of myself or any member of my party. A copy of my driver's license will accompany this agreement when it is submitted to the owners of Casa Duna.

Rental period

Name

Address

Phone number

Email address

Signature

Date

The completed and signed Rental Agreement can be scanned and returned by email to alice@casaduna.ca, or by mail to:

Alice Abbott
31 Northern Dancer Blvd.
Toronto, Ontario
M4L 3Z8

