



## Bella Lake Properties Inc

### Friends and Family Rental Contract (please keep private)

RENTAL DATE: \_\_\_\_\_ to \_\_\_\_\_ (check-in is 5:00 pm and check-out is 11:00 am)

CONTACT: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Make cheques payable to Bella Lake  
Properties or etransfer to  
info@bellalakeproperties.com

Rate = \$6,000 Plus HST = \$780  
**Total = \$6,780** (due 30 days prior to rental period)

**Damage Deposit = \$1,500**  
(due at time of booking)

GUESTS: Please list **all** guests that will enter the property during the rental period.

- 1) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Staying overnight
- 2) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Staying overnight
- 3) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Staying overnight
- 4) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Staying overnight
- 5) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Staying overnight
- 6) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Staying overnight
- 7) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Day guest only
- 8) \_\_\_\_\_ (full name) \_\_\_\_\_ (age) ☐ Day guest only



## *Bella Lake Properties Inc*

### ***Important Rental Policies***

#### **Payment Policy:**

In order to book and hold your reservation, we must receive the damage deposit and signed rental contract. The total rental amount is due 30 days prior to the start of the rental period. Damage deposits will be returned within 30 days of the rental period.

#### **Guests Policy:**

A maximum of 6 guests are permitted to use the cottage during the rental period. If guests are found on the premise of the cottage that were not disclosed, the rental contract will be voided and all guests asked to leave the property immediately.

#### **Pet Policy:**

No pets allowed. If you bring a pet(s), this rental agreement will be forfeited, terminated and deposits will be retained and a deep cleaning fee will apply. The renter will be asked to leave the property immediately.

#### **Linen Policy:**

The cottage is provided with pillows, linens, blankets, towels, kitchen towels, comforters, hand towels & wash cloths including extras. The cottage is provided with a starter set of toilet paper & paper towels. Owners do not guarantee that these extra items will always be available and guests may need to replenish their own paper goods, toiletries, & laundry detergent, etc.

#### **Cleaning Policy:**

You are responsible for cleaning the cottage prior to your departure. All debris, rubbish and discards are the responsibility of the guests to remove from the cottage at departure. Prior to departure, linens, blankets, pillows, bedspreads, comforters and towels that were used should be washed and returned to their location. A cleaning checklist will be provided to be followed prior to departure.

#### **Smoking Policy:**

This is a NON-SMOKING vacation rental. Reports of smoking or evidence of smoking, such as the smell of cigarette or cigar smoke inside the cottage during inspection or noted by the next renter is sufficient basis to charge the renter for smoke cleanup (deep cleaning carpeting, AC ducts & filters and furniture).



## Bella Lake Properties Inc

### RENTAL AGREEMENT

#### VACATION RENTAL AGREEMENT

This vacation rental contract is a legal agreement between Bella Lake Properties (also referred to as the "Homeowners" and "Owner" and "Property Manager") and you, the Renter (also referred to as "Tenants" and "Guests"). This contract is entered into agreement as of the date when the Renters receive confirmation of their reservation by acceptance of the damage deposit and the reservation is screened and accepted by the Homeowner. The Homeowner will notify the Renters by email when their reservation is accepted and provide a copy of the signed rental contract. Owner reserves the right to refuse service to anyone.

#### Payee Information:

Bella Lake Properties Inc.  
1628 Wickerson Gate  
London, Ontario  
N6K 0C3  
519-318-3700  
EMAIL: [kwcarter519@gmail.com](mailto:kwcarter519@gmail.com)  
HST# 79711 8668 RT0001

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

- 1) PAYMENT DUE - All rental monies are due according to the payment schedule disclosed under "Important Rental Policies" above on reservation acceptance.
- 2) CANCELTION 30 DAYS or LESS before check-in, Renters will forfeit the total rental. The total rental includes all charges on the paid-in-full invoice. Renter may mitigate this loss by purchasing Travel Insurance or Cancel for Any Reason insurance offered by from a third-party provider. CANCELTION 31 DAYS or MORE before check-in, Renters will receive a REFUND of the total amount paid minus the damage deposit. EARLY DEPARTURE -There are NO REFUNDS for EARLY DEPARTURE.
- 3) INCLEMENT WEATHER - There are NO REFUNDS for hurricanes, storms or weather conditions, even if a mandatory evacuation is ordered (optional travel insurance is offered for Renters protection or Renter may obtain through a third party. Renter ASSUMES THE RISK).
- 4) CONDITION OF PROPERTY: Owners have, to the best of their ability, given an accurate description of the property and its condition. Guest understands that it is considered as reserved "sight unseen". All electrical, plumbing and appliances should be in working order. The failures of operation of certain extra amenities, such as TVs, games, or the recreational toys are not a basis for any refund. Owner will make every effort to have these items repaired but does not guarantee that they will be repaired during Guests occupancy. When you arrive, if



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you find that the cottage has not been cleaned to normal standards please notify the Owner immediately. We will do our best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends. Under no circumstances will any of the rental money be refunded or returned because of the condition of the cottage. The Guest agrees to hold the Owner harmless from any liability for the condition of the cottage. Due to the nature of waterfront properties, the shore, stairs, decks and dock are not always stable. Use at your own risk.

5) **CLEANING & REPAIRS:** Cleaning is not included in the rental cost. If additional cleaning is required after you leave, it will be deducted from your damage deposit. Cleaning services will be invoiced at \$120/hr. Guest agrees to keep house, furniture and furnishings in good order. Removing, adding or changing furniture without Owner's written approval shall be deemed a material breach of this Rental Agreement, and is strictly prohibited. Guest is responsible for cost of replacement of any damage to furniture or premises and replacement of missing items. Under no circumstances can any furnishing to be taken outside.

6) **ENTRY OF PREMISES:** With Guest's permission, which is hereby given, Owner or Owner's representative may enter the premises during reasonable daylight hours without securing prior permission from Guest, but shall give Guest notice of such entry immediately prior if possible and immediately thereafter. For inventory and maintenance purposes a property management employee of the Owner may need to enter the premises. The same permission procedure applies as above. In any emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. If Guest abandons or vacates premises, Owner may, at his option, terminate this agreement, re-enter the premises and remove all Guest's property.

7) **ACCIDENTAL DAMAGE INSURANCE** - Renters will be completely responsible for any and all damage to the cottage or property caused by Renters, whether accidental or due to Renters negligence. Renters understand that Renters are responsible for damage beyond the coverage provided by the damage deposit.

8) **ASSUMPTION OF RISK:** Accordingly, persons using the lake do so at their own risk and the owner assume no responsibility for accident or injury. No one should swim alone. Renters will hold the Owners harmless from any and all bodily injury and/or property damage incurred on the property arising out of Renters' negligent acts or omissions. See disclaimer below.

9) **CHILD PROOFING:** Guest understands that no special efforts have been made to "childproof" this cottage, and accept the risk or harm to any children we allow on the property. These risks are not limited to, but include access to the lake, pool, adjacent street, cleaning supplies in the cottage and plants in the cottage, patio and on the property, that might be poisonous if ingested.

10) **FURNITURE:** All furniture must be returned to its original location on Guest's departure or an additional charge will be made.

11) **MISSING ITEMS** - Renters will be charged for any missing items reasonably attributable to Renters and not returned after notification. The rental inspection service performs an



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inventory/survey of the property after Guests depart and notifies the Owner of any missing items. Owner will notify guests in the event that items were inadvertently taken, and provide guests the opportunity to return the missing items.

12) **USE OF SECURITY CAMERAS** - Renters understand and accept that the property is protected with outside security cameras. These cameras are used to protect the property from potential break-ins and theft. There are NO cameras inside the house. Outdoor cameras are not to be tampered with or disabled. Doing so will result in immediate ejection from the property without refund of charges.

13) **PERSONAL PROPERTY**: Guest understands that any personal property of and used by Guest is not insured by Owner and Owner shall not be responsible for any lost, stolen or missing property of the Guest or property of Guest left after check out.

14) **KEYS** - Lost keys will incur replacement costs of \$50.

15) **WATER CONDITION**: Guest understands that Owner has no control over the condition of the lake and cannot be held liable for any changes to water conditions or any closing as ordered by any official agency.

16) **NO PARTIES** - This is not a party cottage. The Renter must be 25 years of age to book this Vacation Rental. Any special occasions such as weddings, receptions, family reunions or increase of occupants (guests not registered on registration form) must be disclosed at the time the reservation is made and is subject to Owner's advanced approval. Prom parties, fraternity or sorority parties and graduation parties are not allowed at any time. Adults cannot rent property on behalf of underage guests, no exception.

17) **NON-SMOKING** - This is a NON SMOKING vacation rental. Evidence of smoking, such as the smell of cigarette or cigar smoke inside the home by the cleaning crew is sufficient basis to charge the renter for smoke cleanup and removal from carpeting, AC ducts & filters and furniture. This type of clean up is expensive and Renter is Liable for the deep cleaning Costs incurred invoiced at \$120/hour.

18) **NO PETS ALLOWED**. If you bring a pet(s), this rental agreement will be forfeited, terminated and deposits will be retained and a deep cleaning fee will apply. The renter will be asked to leave the property immediately.

19) **MAXIMUM OCCUPANCY** - is 6 guests. Beds are only provided for 6 (including children). Any additional guests (whether day visiting or boarding overnight) need to be disclosed on the rental agreement with contact information. If guests are found to be on the premise without the owner's notification and receipt in writing of the owners acceptance, this rental agreement will be forfeited, terminated and deposits will be retained. The renter will be asked to leave the property immediately.

20) **PARKING** – Parking is limited to two (2) vehicle.

21) **SUBLETTING**: Guest is not authorized to let or sublet all or any part of the premises nor assign the lease or any interest in it without the prior written consent of the Owner.

22) **CHECK-IN & CHECKOUT** - Check-in is at 4:00 PM and checkout is 11:00 AM. A late checkout is subject to extra rental charges at the rate of \$250/hour. Guests may arrange for



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extra nights in advance to avoid any late checkout fees. Extra nights are charged at the daily rate and may be granted if available. If Guests are not present when property management crews arrive and have left their possessions in the house, management crews will collect their possessions and remove them from the premises in order to prepare the unit for incoming guests and Guest will be charged \$250 for this service. PLEASE checkout promptly, the management crews have a very short time window to inspect and prepare the cottage for new guests.

23) CHECK-OUT PROCEDURES - Renters are responsible to complete the check-out procedures in the provided guest package that includes a check out list and to ensure that the keys are placed back in lock boxes and the cottage is left in a state for subsequent guests.

24) HOLDING OVER: Because of the nature of Owner's business (short term winter and summer recreational rentals) Guest understands, and is hereby put on notice that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize Owners business and cause loss of rental income from other previously booked guests, temporary and/or permanent loss of business, goodwill and reputation and, among other things, could force Owner to breach an agreement with similar short term summer and winter recreational Guest(s) who may have reservations during Guest's unauthorized "holding over" period. In the event, Owner may be legally liable in damages to said other guests. Guests should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property, which may entitle Owner to treble damages in any unlawful detained action. Guest also recognizes the unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with Owner's prospective business advantage.

25) RELATIONSHIP OF PARTIES: It is specifically agreed and understood that the relationship between the parties herein shall be deemed to be of proprietor and lodger or Guest as opposed to a relationship of landlord/tenant. Guest specifically waives and make inapplicable to this lodging the provisions of Ontario landlord/tenant Law.

26) REMEDIES: In the event of a default to the Rental Agreement, particularly, but not limited to Guests unauthorized "holding over" or those acts mentioned above in this agreement, and in addition to all other rights and remedies Owner may have at law, Owner shall have the option, upon written notice or as the Law may hereinafter provide, Owner may immediately re-enter and remove all persons and property from premises. In such an instance, the Rental Agreement will be terminated, and Owner shall be entitled to otherwise recover all damages allowable under the Law. The Guest, as part of the considerations of this special rental, in recognition that this property is booked in advance by other Guests throughout the year, hereby waives all claims for damages that might be caused by Owner; re-entry and taking possession of premises or removing or storing property as herein provided, and will hold Owner harmless from loss, costs and damages occasioned thereof, and no such re-entry shall be considered or construed to be a forcible entry as defined in the Ontario Code of Civil Procedure or other similar statutory provisions. Further, if for any reason Owner is unable to deliver



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possession of the premises to Guest at the commencement of the term specified in the Rental Agreement, Owner shall refund amounts paid by Guest, but shall not be liable for any other damages caused thereby.

30) ATTORNEYS FEE/DEFAULT: If any legal action or proceeding (including default, non payments, etc.) arising out of or related to this Rental Agreement is brought by either party to this Rental Agreement, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

31) INDEMNIFICATION: Guest agrees to indemnify and hold harmless Owner for any liability arising before termination of this Rental Agreement for personal injuries or property damage caused by the negligent, willful or intentional conduct of Guest(s). This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

32) PRIOR AGREEMENTS: No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. It constitutes the entire agreement of the parties. If any provision in this contract held by any court to be invalid, void or unenforceable, the remaining provisions shall never the less continue in full force.



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### Disclaimer:

Renters understand that the Homeowners are not responsible for any personal injury caused by slipping on wet surfaces, and that tenants are responsible for exercising care when surfaces are wet or slippery due to weather or use of hoses to wash down areas, and further, that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, Acts of God or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to take adequate precautions around wet areas, or any unforeseeable circumstances.

Under no circumstances will Tenants or their guests hold the Owners of the Vacation Rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renters and all guests in the Renters' party.

I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

### RENTER

Print \_\_\_\_\_

Sign \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

### OWNER

Print \_\_\_\_\_

Sign \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

*\*This contract will be valid and binding once it is reviewed, accepted and signed by the OWNER. A signed copy of the rental agreement will be provided to the renter through print or email. \**