

Cottage Rental Agreement - Vacationer

Terms and Conditions

1. Kindle Cottage Rentals acts solely as agent for the owner of the cottage, and assumes no responsibility and gives no warranty whatsoever as to the state of the property and accepts no liability for any act, neglect or default on the part of the owner or any other person or any loss, damage, expense, accident, injury or inconvenience, whether to person or property arising out of any rental or any application therefore, or any written or oral statements made by or on behalf of Kindle Cottage Rentals about the property provided always that Kindle Cottage Rentals shall give all information and make all statements in good faith and use its best endeavour to check, so far as it is reasonably able, all information given to the renter.
2. Upon payment of the deposit by the Renter and acceptance of the booking by Kindle Cottage Rentals on behalf of the owner, the Renter becomes liable for the balance of the rent for the full period of the rental.
3. The renter shall pay for bookings of any rental: a) on making application for such rental, a deposit of half of the rent; b) no later than four weeks before the beginning of the rental, the balance of the rent and any security deposit required by the owner.
4. Kindle Cottage Rentals is entitled to treat the booking of any renter as cancelled in the event that: a) the renter gives written notification of cancellation to us; b) the renter fails to pay the balance of rent by the time specified in 3(b) and in the event that the booking is so cancelled, Kindle Cottage Rentals may, without being obliged to do so, endeavour to rebook the property for the period concerned or for part of that period. If the property cannot be rebooked at all, then all monies paid by the renter will be forfeited. If rebooking for the full period can be arranged, Kindle Cottage Rentals will refund all money paid less a handling charge equal to 15% of the total amount. If only a portion of the period can be rebooked, Kindle Cottage Rentals will refund a proportional amount of all money paid less its handling charge.
5. Kindle Cottage Rentals will handle each application as quickly as possible, but is not in a position to ensure the acceptance of any particular application.
6. The renter undertakes:
 - a) That the number of people occupying the property shall not exceed the number stated in the rental application form that was submitted and accepted.
 - b) To keep the property and all furniture, fixtures, fittings and effects in or about the property in the same state of repair and condition as at the commencement of the Rental.
 - c) To 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.
 - d) To vacate the property at the end of the rental and to leave it in a clean and tidy condition.
 - e) To report to Kindle Cottage Rentals immediately details of any damage done to the property or any of the furniture, fixtures, fittings and effects.

As between the renter and the owner, the renter shall be solely responsible for all damages caused, or long distance charges incurred regardless of who in the renters parts caused the damages or incurred the charges and regardless of how or why such damages or charges were incurred.

7. The renter shall advise Kindle Cottage Rentals immediately of any problems or deficiencies with the property. Should the renter have any cause for complaint in relation to the property, he must immediately advise Kindle Cottage Rentals. Kindle Cottage Rentals does not undertake to carry out an investigation of any such complaint unless there is reasonable time for such an investigation to take place before the end of the period of the Rental.
8. Kindle Cottage Rentals, on behalf of the Owner, shall be entitled to collect from the renter a returnable deposit as security for the observance by the Renter of his undertaking and of the conditions of the Rental. Kindle Cottage Rentals reserves the right to be the final arbiter in any damage claims made by the owner and determine the amount of any full or partial payment to the owner made from this deposit.

9. The damage deposit shall be returned, in the form of a cheque, after the renter has departed from the property and the owner (or his representative) has had an opportunity to inspect it for any damage.
10. The owner, his representative and / or personnel from Kindle Cottage Rentals, shall be allowed access to the property at any reasonable time during the rental.
11. The renter agrees to abide by any reasonable household rules posted by the owner at the property. If the renter's standard of behavior is such that it leads to repeated complaints by others, the renter agrees to forfeit his rental and the balance of the rent and to vacate the property forthwith.
12. If a renter brings a visitor(s) to the cottage who is not on the list approved by Kindle Cottage Rentals, the unapproved visitors will be asked to leave; or the renter may be subject to further amounts taken off the security deposit.
13. The renter is hereby notified that a consumer report containing credit and / or personal information may be referred to in connection with this transaction.
14. Kindle Cottage Rentals shall not be responsible for any personal injury or loss, however caused, which shall be sustained by the renter or any other persons who may be on or about the demised premises, or by the renter or any other person who uses any recreational equipment that may be on or about the property. All risks of any such injury or loss shall be the sole responsibility of the renter.

Cottage Rentals Cottage Rental Application (Fax to 1-416- 907-3939):

Full Name: _____
E-mail Address: _____
Address: _____
City: _____
Province/State: _____
Postal Code: _____
Home Phone _____
Cell Phone _____
Number of Years at Present _____
Address: _____

Employer's Name and Address:

Job Title: _____
Length of Employment: _____
Driver's Licence Number: _____
Licence Plate Number: _____

IMPORTANT INFORMATION TO COTTAGE RENTER (KEEP THIS NOTICE HANDY)

1. It is the renter's responsibility to either clean the property to the same standard it was on arrival, or arrange and pay for a cleaning by a commercial service to be completed before your departure.
2. If the property is not properly cleaned, a proportional amount will be taken from your damage deposit.
3. Please remove all food items from the refrigerator. Take all your garbage away with you. Either take it home or to the local dump.
4. When we have received your rent payment, you will receive a key to be used during your stay.
5. Abide by the rules of the cottage owner. For example, don't bring pets unless you have received permission from the owner ahead of time. Any smoking should be done outside the cottage, on the deck or beach for example. Do not leave cigarette butts.
6. Your deposit will be returned after the owner has inspected the property and certified all is in order.