



VACATION ACCOMMODATION GUEST AGREEMENT

This agreement ("Agreement") is made between Heather & Bob Newman ("Owner"), and the person named on the attached Booking Invoice, ("Guest") for the purpose of setting out the terms on which Guest will rent the Property.

This Agreement includes the Terms and Conditions set out below. Guest hereby represents, agrees and covenants as follows:

1. Guest agrees to rent the Property for the Vacation Time at the rental rates shown on the booking invoice and to pay the Accommodation Fees as set out in the payment schedule.
2. The information set out in the attached Guest Information Form is complete and accurate.
3. An Agent may act for the Owner from time to time, in the same capacity and with the same rights, privileges and limits of liability.
4. Owner will not be liable to Guest on cancellation of this Agreement other than expressly stated herein, and Guest's damages or claims will be limited to the return of the security/deposits actually paid by Guest
5. The Terms and Conditions include an indemnity and release by Guest of Owner or Agent.

Terms and Conditions

1. **Defined Terms** – In addition to words and phrases with initial capital letters above and on the attached Guest Information Form, in this Agreement:
 - a) "Accommodation Fees" means the aggregate of the Daily Rental Rate for the Vacation Time, Cleaning Costs and all other applicable charges and taxes.
 - b) "Check-Out Time" 11:00 AM on the Check-Out Date (Pacific time).
 - c) "Guest" means the person named as Guest on the attached Booking Invoice and includes all persons listed therein and invitees of any such persons.
 - d) "Property" means the property described as such on attached Guest Information Form and includes all fixtures, personal property, docks, wharves, equipment and supplies thereon.
 - e) "Vacation Time" means the time between from 4:00 PM (Pacific time) on the Check-In Date to Check-Out Time.
 - f) "Agent" means the person contracted to act for the Owner from time to time. All reference to Owner shall also include Agent.
2. **Accommodation Fees** – Guest agrees to pay the Accommodation Fees to Owner in full at least 30 days before the Check-In Date and to authorize the Security Deposit on or prior to the Check-In Date. Owner will hold a deposit of 50% of the Accommodation Fees from the date of confirmation of the booking until 30 days before the Check-In Date, at which time the Owner will take the balance of the Accommodation Fees.
3. **Smoking** - Smoking is not permitted on the premises. A penalty of \$200 will be imposed for violations of this condition.
4. **Cancellation** – If Guest terminates this Agreement by written or e-mail notice to Owner received at least 30 days before the Check-In Date then Owner will refund all amounts paid or due by Guest, less a cancellation fee. The cancellation fee will be equal to 6% of the total deposit plus any non refundable deposits paid to other service providers and an administration charge of \$50. The minimum cancellation fee is \$75. If Guest terminates this Agreement or reduces the Vacation Time on less than 30 days notice, Guest will not be entitled to any refund of amounts paid or due by Guest unless Owner/Agent is able to rent the Property for some or all of the reduced Vacation Time, in which case Owners will refund as much as can be recovered from the third party, less a cancellation fee, as above. Owner will use best reasonable efforts in these circumstances but will not be liable to Guest for failure to locate a third party who is willing to rent the Property.
5. **Property Not Available** – If for any reason beyond the control of Guest, Owner or Agent, such as fire, flood or damage, the Property is not available for, or becomes unsuitable for continued occupancy by the Guest then Agent will use best reasonable efforts to obtain use of an alternative property for Guest for the Vacation Time or balance thereof, but will not be liable to Guest for failure to locate a suitable alternative or any additional costs associated therewith. Owner will refund to Guest a pro rata portion of the Accommodation Fees for the part of the Vacation Time in which the Property was not available for use by Guest. No refund will be payable if loss of use of the Property is attributable to actions or inactions of Guest.

6. **Security Deposit** - Guest hereby authorizes Owner to obtain pre-authorization of the Security Deposit against Guest's credit card and to collect and apply the Security Deposit, if necessary, to pay for all excess cleaning and restoration costs, repairs in excess of normal wear and tear and other charges of any kind for which Guest is responsible, as determined by Owner. Nothing herein limits Guest's liability for damages or other costs associated with the Property. The Security Deposit Authorization amount is \$2500.

7. **Cleaning of the Property** – There is no daily maid service. The property will be inspected, inventoried and cleaned after Guest departure. Please respect the agreed upon check out time as there may be a quick turn around with other guests checking in that day. Normal cleaning is included in your rent or a cleaning fee is applied on the initial reservation. Guests are responsible for leaving the property in the same general condition as at check-in by making sure dishes are washed and put away, garbage is removed, and the home is generally tidy and secured once left. If additional cleaning is required for excessive mess, carpet stains, burns etc, appropriate charges will be passed on to you at the rate of \$30/hr.

If Guest wishes to have cleaning service during the Vacation Time for an additional charge, arrangements can be made through Owner.

8. **Occupancy** - The Guests shall have no more than 8 (eight) persons inhabit the Pointhouse or 6(six) persons inhabit the Aerie. Maximum occupancy is based on bed capacity; seating for dining /lounging may not match sleeping capacity. Only those persons named in the attached Guest Information Form may stay overnight at the Property unless other arrangements are made with the approval of Owner. Guest may not have tents, motor homes or other auxiliary facilities on the Property without prior written consent from Owner. Events with outside visitors must be pre-approved and may incur additional event or cleaning charges. Guest has no right to sublet or assign any interest in this Agreement or Guest's right to occupy and use the Property.

9. **Conduct** – While at the Property, Guest will act in a reasonable and respectful manner and will use the Property carefully so as to avoid damage, reasonable wear and tear excepted, and will not create a nuisance to occupants of any neighbouring property. Guest will vacate the Property by Check-Out Time. Owner may

require that Guest leave the Property if, in Owner's reasonable opinion, any action of Guest breaches this Agreement or is unreasonable, in which case Owner may terminate this Agreement without liability to Guest.

10. **Pets** - Dogs are permitted in select accommodations with prior approval and on acceptance of the terms of the Pet Policy. A surcharge of \$25/pet /nt is applicable for up to two pets.

11. **Indemnity and Release** – Guest will indemnify Owner and save them harmless from all expenses, costs, damages, claims, actions and other liabilities of any kind whatsoever arising from this Agreement or the occupancy or use of the Property by Guest including without limitation any damage to the Property or any damage, injury, costs or expenses suffered or incurred by Guest, and Guest hereby irrevocably releases Owner from all claims in respect thereof. Guest acknowledges that use and occupancy of the Property is entirely at Guest's own risk and that there may be hazards on the Property including hazards that may make it unsuitable for unsupervised children, pets, persons with disabilities or certain activities. Owner will not be liable for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to or suffered by Guest by or arising out of this Agreement or the use, occupation or condition of the Property. Notwithstanding anything else herein, if Guest has any claim against Owner or Agent, the maximum liability in all circumstances of Owner or Agent will be the amount paid by Guest under this Agreement.

12. **Leaseholder Responsibility** – While there may be numerous occupants in the home, only the reserving party is required to sign the Agreement. Owner shall hold the signor (Guest) responsible for payments, damages and all other responsibilities enumerated in this Agreement

13. **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

14. **Entire Agreement** – Except where varied in writing, this is the entire agreement between the parties with respect to subject matter of this Agreement.

GUEST INFORMATION

Part of a Guest Accommodation Agreement between the undersigned and Bob & Heather Newman

Guest: _____ Date: _____ No. in Party: _____

Credit Card: _____ expiry: _____ CVC _____ Signed: _____

By signing and delivering this page, the Guest above hereby agrees to all the terms and conditions of this Agreement and authorizes Owner to process the credit card listed above for the Accommodation Fees, the Security Deposit, and any other applicable charges including damages, reasonable costs, attorney's fees & expenses incurred by the Owner enforcing this Agreement.