

Forest Harbour Cottages

67 Wildwood Ave • Newton, MA 02460 • USA • Toll Free: 866-816-9798
www.ForestHarbourCottages.com • inquiry@ForestHarbourCottages.com

RENTAL AGREEMENT

_____ (“Renter”) agrees to pay the sum of CDN\$/US\$ _____ to Forest Harbour Cottages (“Owner”) for use of the Peninsula/Waterfront Cottage located on Georgian Bay at 130 Forest Harbour Parkway, Waubaushene, Ontario, Canada, for the period starting at 2:00 PM/3:00 PM on _____, 2012, and ending at 10:00 AM/11:00 AM on _____, 2012 (the “Rental Period”).

1. This rental includes all utilities, all local and toll-free telephone calls, the use of all household equipment provided, linen and towels, cleaning service at the end of the Rental Period, and **shared** use of the following: four kayaks, a canoe, a rowboat, and a paddleboat. This rental also includes the following optional extras (when checked and not crossed out): ___ use of the 15HP motor and boat; ___ use of the Hobie Wave sailboat; ___ use of the 19' Lightning sailboat; ___ use of ___ adult-sized bicycle(s); ___ use of the young adult-sized bicycle.

2. EXCLUDING MECHANICAL FAILURE, RENTER ACCEPTS ALL LIABILITY WITH RESPECT TO THE USE AND OPERATION OF THE BOATS AND ANY OPTIONAL EXTRAS, ALL OF WHICH ARE SUBJECT TO THE TERMS OF THIS RENTAL AGREEMENT, REGARDLESS OF WHO USES THEM. ANY ACCIDENTS, PROPERTY DAMAGE, OR PERSONAL INJURY IS THE FULL AND SOLE RESPONSIBILITY OF RENTER. RENTER IS FURTHER LIABLE FOR ANY AND ALL DAMAGE TO THE BOATS AND ANY OPTIONAL EXTRAS, AS WELL AS FOR THEFT OF THE BOATS AND ANY OPTIONAL EXTRAS. IF AN INSURANCE CLAIM IS FILED FOR THEFT OR DAMAGE WITH RESPECT TO THE BOATS AND ANY OPTIONAL EXTRAS, RENTER MUST BE REQUIRED TO PAY TO OWNER NO MORE THAN **CDN\$750.00/US\$750.00 WHICH PAYMENT SHALL BE MADE BY DEDUCTING SUCH SUM FROM THE SECURITY DEPOSIT (EXCEPTION: IN THE CASE OF THEFT OF THE MOTORBOAT OPTIONALLY INCLUDED WITH THE RENTAL, RENTER WILL NOT BE HELD LIABLE PROVIDED BOTH THE FOLLOWING CONDITIONS WERE IN EFFECT PRIOR TO THE OCCURANCE OF THE THEFT: THE GAS TANK WAS REMOVED FROM THE BOAT, AND THE ALARM SYSTEM WAS ARMED)**. IF RENTER LEAVES BEFORE THE END OF THE RENTAL PERIOD, RENTER IS STILL LIABLE FOR DAMAGE TO AND THEFT OF THE BOATS AND ANY OPTIONAL EXTRAS, UNLESS RENTER CONTACTS THE PROPERTY MANAGER AND THE PROPERTY MANAGER ACCEPTS RESPONSIBILITY. THE MOTORBOAT MAY BE TAKEN TO BRIAN RAMLER AT TWIN BRIDGE MARINA (705-538-2295) IF AND ONLY IF BRIAN RAMLER ACCEPTS RESPONSIBILITY. **Renter must check out the condition of the boats and any optional extras before possession is taken.** It is also the responsibility of Renter to review the condition of the boats and any optional extras with whoever checks Renter out to show that they are in good condition so that Renter is not liable beyond the time of leaving. **Renter agrees to park the motorboat on the South (left) side of the dock with the bow facing out (the motor towards the shore) at all times. In case of bad weather, Renter agrees to secure the boats well.**

3. Renter agrees that, before operating the motorboat, either (1) they will be duly licensed to operate a pleasure craft in Canada (see www.boaterexam.com for more information); or, (2) they will review and sign a copy of our Boat Safety Checklist, and carry it with them at all times while operating the motorboat. Further, Renter fully indemnifies and holds harmless Owner for any and all liability resulting from the failure to comply with the terms of this paragraph.

4. Renter agrees that the gas tank for the motorboat is to be left full. If the gas tank is not left full, actual fuel charges plus a service fee of **CDN\$50.00/US\$50.00** will be deducted from the Security Deposit.

5. Cleaning service is provided at the end of your stay. Cleaning service does not include washing dishes or pots and pans or other daily cleaning, cleaning the fireplace (Peninsula Cottage), or cleaning the grill(s). Five hours (for the Peninsula Cottage) and four hours (for the Waterfront Cottage) are allocated to cleaning. If additional time is needed, charges of **CDN\$50.00/US\$50.00** per hour will be deducted from the Security Deposit.

Renter's Initials: _____

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6. Renter agrees to and is responsible for any and all damage caused to the Premises, equipment, and articles therein during the Rental Period, and for the loss of any equipment or personal property provided with the rental. **Renter agrees that charges for damage and other losses shall be deducted from the Security Deposit at Owner's sole discretion. In the event of damage or other losses, Owner may, at its sole discretion, also deduct charges to cover management expenses needed to assess and/or address damage or other losses.**
7. Renter certifies that any pets brought to the Cottage are well behaved and agrees to immediately remove pet excrement left anywhere on the property. Pets are not allowed inside the Peninsula Cottage.
8. Renter agrees there shall be no smoking in the Cottage(s) or on the property. In the event that it was evident that there was smoking during the Rental Period, CDN\$200.00/US\$200.00 will be deducted from the Security Deposit.
9. Renter must provide to Owner a Security Deposit of CDN\$/US\$ _____ which will be refunded to Renter after it has been established by Owner or Owner's agent that the boats and any optional extras are in good working order, and that all expenses incurred for theft, repairs, or other damage to the Premises, as well as for telephone calls and any charges for additional cleaning and/or other fees, have been reimbursed to Owner or their agent. If Owner deducts any amount from the Security Deposit, such deductions will be itemized in writing. The Security Deposit will be returned after Owner receives the telephone bill(s) covering the Rental Period. **Please allow 8 weeks.**
10. Renter agrees that there will be a total of no more than ___ people staying overnight at the Cottage(s) during the Rental Period.
11. Subletting shall not be permitted and any such subletting shall be void.
12. In the event that Renter fails to leave the Premises at the end of the Rental Period, Renter shall be required to pay to Owner a Penalty of CDN\$2000.00/US\$2000.00 per day for each day or portion of a day for which Renter occupies the Premises beyond the agreed upon end of the Rental Period.
13. Owner shall have the right to cancel this Rental Agreement in the event of either unforeseen damage to the Cottage(s) by a natural occurrence, substantial damage to the Premises by a prior Renter, or if a prior Renter fails to leave the Premises in a timely fashion as agreed. In this case, all funds received from Renter under this Rental Agreement will be returned.
14. If Owner has not received the Rental Deposit on or before _____, 2012, this Rental Agreement shall be null and void. The Rental Deposit is non-refundable except under the terms of this Rental Agreement.
15. When signature of Owner's representative appears below, receipt is thereby acknowledged of the Rental Deposit of CDN\$/US\$ _____. The balance of CDN\$/US\$ _____ (which includes the Security Deposit) is to be paid on or before _____, 2012; **after this date, the Rental Fee is non-refundable except under the terms of this Rental Agreement. No possession shall be taken unless the Rental Fee and Security Deposit are paid in full.**
16. In the case of any disagreement between the parties hereto, Massachusetts law shall apply.

X _____
 Renter _____ Date _____
 Print Name: _____
 Address: _____

 Home Phone: _____
 Work Phone: _____
 Mobile Phone: _____

X _____
 On behalf of Owner _____ Date _____
 Anthony Yeracaris
 Managing Partner
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 USA
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