

VACATION PROPERTY WEEKLY RENTAL AGREEMENT

Property Owners: William & Barbara O'Hearn

Property Managers: Michael & Barbara Fiori
(506) 833-1110
salmonriverbnb@aol.com
4 Snow's Lane (@ Main Street), St. Martins, New Brunswick

Renter: Name: _____
Address: _____
Home Phone: _____ Cell Phone: _____
Email: _____
License Plate _____ Prov./State _____

This Rental Agreement covers the rental period Sunday, _____, 2012 to Sunday, _____, 2012 for the rental property located at 2363 Route 111, St. Martins, New Brunswick, Canada. This Rental Agreement covers the Renter and party (_____ adults and _____ children, age 15 and under) staying in the rental property for the foregoing rental period.

1. MINIMUM AGE: The Renter must be the owner of the credit card used for the rental deposit and rental fee and must be over the age of 25. If the minimum age is not met, the Renter and party will not be permitted to occupy the rental property and will be subject to forfeiture of the rental deposit and/or rental fee.

2. RENTAL FEE and PAYMENTS: The weekly rental fee for the rental property is \$800. A rental deposit of \$200 (25% of the rental fee) is required at the time of reservation. The rental deposit will be applied toward the total rental fee of the rental property. Payment of the rental deposit will be made by credit card (Visa or MasterCard). PLEASE NOTE: This rental deposit is not part of the damage deposit (see point number 5, below). The balance of \$600 (75% of the rental fee) is due upon check-in and must be paid prior to occupancy of the rental property. The balance of the rental fee may be paid in cash, by debit or by credit card (Visa or MasterCard).

3. MAXIMUM OCCUPANCY: The rental property has two bedrooms, which sleep a total of four people. One additional person is permitted to stay in the rental property at the cost of an additional \$75 per week. PLEASE NOTE: no additional beds or bedding are available.

The Renter is permitted to invite guests to the rental property; however, parties are not permitted and guests may not stay over night as the purpose of the rental property is to provide a relaxing vacation "home away from home" for the Renter and party. Furthermore, the Renter and party and guests will not cause any loud conversations, music, television or other irritating noise that disturbs the peaceful enjoyment of any other residents in the area at any time.

4. FALSIFIED RESERVATIONS: Any reservation obtained under false pretence will be subject to forfeiture of the rental deposit and/or rental fee, and the Renter and party will not be permitted to occupy the rental property.

5. DAMAGE DEPOSIT: A damage deposit of \$400 will be applied to the Renter's credit card at the time of check-in. The damage deposit is NOT applied towards the rental fee. The damage deposit is fully refundable within seven (7) days of departure, provided the following provisions have been met:

- a. The Renter and party and guests have used the rental property, including the premises, furniture, fixtures, grounds and any other and all amenities in a responsible manner.
- b. No damage has been done to the rental property or any of its contents, beyond normal wear and tear.
- c. No furniture or any effects have been removed from the rental property.
- d. The rental property, including the premises, furniture, fixtures, grounds and any other and all amenities have been left in basically the same condition and state of cleanliness as they were

- found at the beginning of the rental period, including all soiled dishes, cookware and utensils washed, dried and put away.
- e. All garbage and recycling have been placed in the appropriate receptacles in the basement.
 - f. No linens have been lost or damaged. No towels have been lost or damaged.
 - g. The rental property is left locked and the two keys to the rental property are returned to the Property Managers.
 - h. The Renter and party and guests have not used the rental property or allowed the rental property to be used for any illegal, unlawful or business purposes or any purpose other than that of a rental vacation property.
 - i. The Renter and party and guests have not breached any municipal or other by-laws or rules or regulations in respect of the rental property.

In the event any or all of the foregoing provisions are not met, costs to rectify are applied from the damage deposit.

6. CANCELLATION POLICY: If the Renter cancels the reservation up to 14 days before the first day of the week reserved, 80% of the rental deposit will be refunded. If the Renter's cancellation is received less than 14 days before the first day of the week reserved, 100% of the deposit will be forfeited UNLESS the rental property can be re-rented for the week(s) the Renter had reserved. If the property is re-rented for the period the Renter had reserved, 80% of the rental deposit will be refunded. The balance of 20% will be retained as an administrative fee.

There shall be no refund, in whole or in part, of the rental fee due to shortened stays or ruined expectations due to work or family emergencies, other commitments or weather conditions.
PLEASE NOTE: the rental property may not be sub-let for any part of the rental period.

7. CHECK-IN and CHECK OUT TIMES: Check-in time is between 3 and 4 p.m. (Atlantic time), unless prior arrangements have been made, and check out time is by 10 a.m. (Atlantic time). Sorry, but due to housekeeping schedules, checking in early or checking out late are not permitted.

Check-in is handled at Salmon River B & B, 4 Snow's Lane (at Main Street), St. Martins.

At the time of check-in, the Renter will be issued two keys for the rental property. The Renter must sign this Rental Agreement acknowledging receipt of the two keys and acknowledging that the Renter is responsible for the cost of key replacement and/or re-keying of the lock and/or replacement of the lock in the event that any keys are lost, damaged, misplaced or not returned.

8. PETS: Although the Property Owners are pet-lovers, to ensure the enjoyment of all renters, **pets are not permitted** in the rental property or tied up on the grounds of the rental property. Failure to abide by this will result in the eviction of the Renter and party from the rental property.

9. SMOKING: To ensure the enjoyment of all renters, **no smoking is permitted inside the rental property or on the grounds of the rental property.** Failure to abide by this will result in the eviction of the Renter and party from the rental property.

10. FIREWORKS: Setting off fireworks of any nature anywhere on the rental property grounds is strictly prohibited.

11. SERVICES: Housekeeping services are undertaken before the beginning of every rental period. Clean bed linens, kitchen linens, and towels and face clothes are provided at the beginning of every rental period. No housekeeping or laundry services are provided during the rental period; however, a washer and dryer are available for the Renter's use.

The Property Owners shall provide and maintain a sufficient supply of bath soap, dishwashing and laundry detergent, toilet tissue, paper towels, light bulbs and garbage bags. Additional supplies of these items are the responsibility of the Renter, as are all personal toiletries.

12. TELEPHONE: The Renter is advised that there is a long-distance block on the telephone. A calling card is required to make long-distance calls. Emergency medical, fire and police services can be obtained by dialling 911.

12. WELL and SEPTIC SYSTEMS: The rental property is serviced by a spring-fed well and a septic system. There has never been a shortage of water or disposal problems; however, the Renter and party and guests are advised to be cognizant of both systems when using the facilities. In particular, DO NOT FLUSH ANYTHING OTHER THAN TOILET PAPER. No feminine hygiene products can be flushed at any time. If it is found that feminine hygiene products or anything besides toilet paper has been flushed and clogged the septic system, the Renter will be liable for septic service fees.

13. INJURY/ILLNESS/DAMAGES, etc.: The Renter and party and guests shall hereby indemnify and hold harmless the Property Owners and the Property Managers against any and all claims of personal injury or death, or personal property damage or loss arising from the use of the rental property and/or rental property grounds, regardless of the nature of the accident, injury, death, damage or loss. The Renter expressly recognizes that any insurance for property damage or loss which the Owners may maintain on the rental property does not cover the personal property of the Renter and party and guests and that the Renter should purchase their own insurance for the Renter and party and guests, if such coverage is desired.

14. SALE OF RENTAL PROPERTY: The Property Owners advise that the rental property is currently listed for sale with a real estate agent and "For Sale" signs are erected on the property. The Property Owners warrant, however, that absolutely no viewing of any part of the rental property will be permitted or undertaken during the rental period set out on page one of this Vacation Property Weekly Rental Agreement.

15. TERMINATION: Failure by the Renter to meet the payment terms and schedule contained in this Rental Agreement may result in termination of the reservation and forfeiture of deposits. Failure to adhere to items within this Rental Agreement may result in eviction of the Renter and party and guests at the discretion of the Property Owners or the Property Managers. In such cases all deposits and payments by the Renter are forfeited.

I, the undersigned Renter, acknowledge that I have read all three pages of this Vacation Property Weekly Rental Agreement, understand it, and agree to be bound by its terms and conditions.

Dated at St. Martins, New Brunswick, Canada the _____ day of _____, 2012.

(Signature)

(Please print name)

I, the above-signed Renter, acknowledge receipt of two keys to the rental property.

(Signature)