

Cottage Rental Application Form
CHATEAU DU WERNHAM

Print this application before completing. Mail (along with the booking amounts) to:

P. Wernham
P.O. Box 326
Combermere, ON K0J 1L0

No application for a booking will be accepted without the booking deposit, (50% of total rent plus a cheque for the balance post-dated 30 days prior to start of vacation) or, full payment plus security deposit, if rental starts less than 30 days ahead).

Check-In Date:	Check-Out Date:
Applicants Name:	Employers Name:
Address:	Employers Address:
No. of years at present address:	Length of Employment:
Rent/Own Home?	Job Title:
Phone (home):	Phone (work):
E-mail Address:	Pets:
Home Insurance Provider:	Policy Number:
License Plate #	Drivers License #
Make & Colour of Vehicle:	Total # of Cars at cottage during rental:
Names of ALL adults & children Occupying the cottages as well as ages of ALL	

LIMITATIONS OF LIABILITY

I/we represent, warrant, acknowledge and agree with the Property Owner that I/we will use the cottage and its facilities in accordance with the booking agreement and the household rules and that I/we do so at our own risk and that I/we indemnify and save the Property Owner harmless from any personal injury, sickness or death, loss or damage, however caused, to person or property of the Renter, his/her family, or guests during or after the time of occupancy,. Further, I/we accept full responsibility for the use of the cottage and any recreational equipment such as boats and motors, etc. and agree to pay for any repairs or replacement of said equipment, other than for normal wear and tear. I/we also acknowledge I/we are responsible for ensuring all Boating Regulations are observed, including having required safety equipment in the watercraft, as well as meeting Operator competency Requirements.

Signature: _____ Date: _____

Booking Information

Total Rent	\$
Returnable Security Deposit	\$
Total Amount Owing	\$
Less Booking Deposit (50% of Total Rental)	\$
Balance due post dated 30 days prior to commencement of the holiday (50% of Total Rental + Security Deposit)	\$
I enclose my cheque/money order for: (Include booking deposit only if making application more than 30 days prior to the rental period. Include total amount owing if making application less than 30 days prior to rental period.)	\$
<p>Please make cheque payable to: Pat Wernham A booking confirmation will be sent upon receipt of payment along with a Map to the Cottage.</p>	

Terms and Conditions of Rental

1. **GENERAL**

The cottage is offered by the “Owner”, as a vacation rental accommodation for the “Client” (applicant named on “Cottage Rental Application”) according to the terms and conditions as set out in the “Cottage Rental Application” and the following “Terms and Conditions”.

2. **RESTRICTIONS**

The Client agrees to abide by the restrictions set forth by the Owner and shall be responsible for any and all guests, for adherence to the restrictions.

3. **PAYMENT**

Bookings shall be confirmed in writing by the Owner on approval of application and on receipt of down payment and postdated cheque for balance. A security deposit of \$300 is also required.

3.1 Receipt of any deposit prior to the written confirmation of the reservation shall not constitute acceptance of any booking.

3.2 If the Client books the holiday less than 30 days from it commencements the full booking charge shall be payable upon booking by bank draft.

3.3 All payments shall be made to the Owner as stated on the rental application, by cheque, money order, or in cash only – we do not accept credit cards.

4. **SECURITY DEPOSIT**

A security deposit cheque for \$300 CDN is required with all bookings. The Owner will re-issue a cheque to you within 14 days of the end of your stay, providing there has been no additional cleaning required or damage to the cottage or the equipment supplied. Any additional repairs/cleaning are your responsibility and will be deducted from the deposit.

5. **CANCELLATION**

Any cancellation made by the client must be in writing to the Owner. In the unfortunate event that you have to cancel your vacation, the Owner will try its best to re-rent the selected dates. If the Owner is successful in re-booking the accommodation for part or all of the period of the cancelled booking, it shall refund to the Client the monies collected for part or all of the booking period less an administration fee of \$75. CDN per cancelled week or part thereof. If the Owner is unable to re-book the accommodation for any part of the vacation period at all, then all monies paid by the Client to the Owner shall be forfeited to the Owner.

6. REPRESENTATION

The information contained in any printed material, photographs is believed to be accurate at the time of publication. The Owner reserves the right to make any changes it deems necessary to more accurately reflect the cottage property. Appliances, TV's, VCR's and other such equipment are supplied at the discretion of the Owner as an added feature for the Client. While every attempt will be made to ensure that such equipment and all other appliances are in working order for a Client's vacation, should any breakdown or other situation occur whereby these items are not available for the term of the rental period, neither the Company or the Owner take responsibility for replacing or refunding the Client for the lack of use f these elements.

7. OCCUPANCY

Clients who have guests at the property in excess of the pre-authorized number are subject to either immediate eviction without refund or a \$150 CDN per night per guest charge, at the discretion of the Owner. Sub-letting of the cottage property is not permitted. Where separate parties will be occupying the cottage property at different time periods, Cottage Rental Application Forms must be completed by each party. Camping, tenting, trailers or other additional accommodation facilities will not be allowed unless previous written permission has been granted by the Owner. Please note that ANY person, REGARDLESS of age is counted as a person in the occupancy of a cottage.

8. PETS

All pets at the cottage must be pre approved and recorded on the rental contract. All dog poop must be scooped and disposed of from the cottage lawn, beach and driveway area. Failure to do so will result in a \$30.00 clean up fee. We take this matter very seriously.

9. INVENTORY & HOUSEHOLD RULES

The Client is expected to leave the cottage in the same condition that it was in, upon their arrival, and is responsible for the cleaning of the cottage before they leave. Cleaning supplies are provided. The Client agrees to read and abide by the Household Rules and to use the inventory and equipment in a safe and responsible manner. Any additional cleaning required, breakage or damage to inventory, equipment or any other part of cottage property, above and beyond normal "wear and tear" could result in the Client forfeiting all or part of the security/damage deposit.

10. The Owner will not be liable for any consequential damages, loss or expense arising out of or in connection with the use of the rental property or the inability to us the rental property for any purpose whatever. The Owners' maximum liability for all damages losses and causes of action, where in contract, tort or otherwise, shall not in ay case exceed in aggregate the contract price of the rental.

11. In addition, the Renter undertakes to indemnify and hold the Owner harmless against any and all loss, claims causes of actions, demands and/or costs and expenses that may be incurred by the Renter in relation to the cottage rental.

12. The parties agree that this contract shall be governed by the laws of the Province of Ontario and agree to attorn solely to the jurisdiction of the courts of Ontario with respect to any and all disputes arising out of the interpretation and application of this contract and the relationship between Owner and Renter.

I have read, understand and agree to abide by the Terms and Conditions as set out above, I understand that the cottage owner(s) will not be liable whatsoever for any loss or any injury to myself or anyone on or using the cottage or its property during my rental terms, however caused.

Signature _____

Please Print Name _____ Date _____