

VACATION RENTAL CONTRACT

Be Still Along the River

This short-term Vacation Rental Contract (this “**Contract**”) is made by and between 1000415903 ONTARIO INC. operating as Be Still Destinations (the “**Host**”) and the adult person(s) signatory to this Contract who freely agree to be bound by the terms of this Contract (collectively, the “**Guests**” and individually, the “**Guest**”), collectively, the “**Parties**”, as of the date herein regarding the use by the Guests of the property municipally described as 729 Newburgh Road, Napanee, ON K7R 3L2, which has one residential dwelling (the “**Property**”). This Contract is a legally binding agreement made between the Host and the Guests to govern their relationship, their legal rights, and the permitted use of the Property, equipment, and furnishings of the Property by the Guests.

This Contract includes a release of liability, waiver of claims, and assumption of risk by each Guest. By signing this Contract, either by signing a paper version of this Contract or signing electronically, each Guest will waive certain legal rights, including the right to sue or claim compensation following an accident.

In consideration of the Host and the owners of the Property agreeing to the Guests participating in the use of and entering on the Property and permitting the use of their equipment, furnishings, parking, and other facilities, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. DATES OF VACATION RENTAL.

The permitted use of the Property by the Guests shall begin on _____, 20____ at the check-in time **between 4:00 p.m. and 7:00 p.m.** (the “**Arrival Date**”).

The permitted use of the Property by the Guests shall end on _____, 20____ at the check-out time of **10:00 a.m.** (the “**Departure Date**”).

The permitted use of the Property by the Guests between the Arrival Date and the Departure date as set out in this Contract is hereinafter referred to as the “**Reservation**”. The date and time at which the Guest(s) request(s) the Reservation with the Host is hereinafter referred to as the “**Booking Time**”.

This Contract must be executed by at least one Guest within 24-hours of the Booking Time for the Host to hold the Reservation, failing which the Reservation shall be cancelled by the Host, and all non-refundable monies paid to the Host by the Guest(s) pursuant to paragraph three (3) of this Contract shall be forfeited.

All other Guests must sign this Contract no later than 24-hours prior to the Arrival Date, or else the Reservation shall be cancelled by the Host, and all non-refundable monies paid to the host pursuant to paragraph three (3) of this Contract shall be forfeited.

Any extension to the Reservation for the Guests use of the Property requires express written approval by the Host. The Guests agree that all terms of this Contract shall continue during any extension of the Guests' use of the Property.

The Reservation is a limited licence granted by the Host to the Guests to enter, occupy, and use the Property in accordance with the terms of this Contract. The Host retains the right to re-enter the Property during the Reservation, to the extent it is: (i) reasonably necessary, (ii) permitted by this Contract or any schedules to this Contract, and (iii) consistent with applicable law.

2. REGISTRATION OF GUESTS.

The maximum number of people permitted on the Property, including minor children under the age of eighteen (18) years, at any time, is **two (2) people**. Each Guest must be a **minimum age of twenty-five (25) years** to register as a Guest of the Property, or on behalf of any minor who is included in the total of two (2) persons permitted on the Property.

Each Guest must register with the Host prior to the Arrival Date by providing the Host with all the following: (i) a copy of one piece of non-expired government issued photo identification, (ii) a phone number at which the Host may contact the Guest, and (iii) an email address at which the Host may contact the Guest. Only Guests who have registered with the Host are permitted on the Property.

The Guests agree to not exceed the maximum number of allowed persons on the Property. The Guests agree to not permit any person who is not signatory to this Contract, or any person who has not registered with the Host, anywhere on the Property.

3. ASSOCIATED FEES AND PAYMENT SCHEDULE.

The Guests agree to pay the Host the following sums for the Reservation:

- 1) An Accommodation Fee of \$_____ CAD per night of the Reservation (the "**Accommodation Fee**").
- 2) A cleaning fee of \$_____ CAD (the "**Cleaning Fee**"), which is fully refundable to the Guest(s) only if the Reservation is cancelled by the Host or by any Guest(s) at any time prior to the Arrival Date.
- 3) A security deposit of **\$500.00** CAD (the "**Security Deposit**"), which is fully refundable to the Guest(s) pursuant to paragraph four (4) of this Contract or if the Reservation is cancelled by the Host or by any Guest(s) at any time prior to the Arrival Date.
- 4) Any taxes applicable to any fees associated with the Reservation.

The total amount payable to the Host for the Reservation is: \$_____ CAD

Two payment schedules shall apply to the Guests payment to the Host for the Reservation depending on the Booking Time and the Arrival Date:

- A. If the Arrival Date is within thirty (30) days of the Booking Time, then payment of all fees and taxes for the Reservation set out in this paragraph three (3) are due to be paid by the Guests to the Host within 24-hours of the Booking Time.
- B. If the Arrival Date is more than thirty (30) days after the Booking Time, then 50% of the Accommodation Fee is due to be paid by the Guests to the Host within 24-hours of the Booking Time, with the remaining 50% of the Accommodation Fee, the Cleaning Fee, the Security Deposit, and all applicable taxes due to be paid by the Guests to the Host no later than thirty (30) days prior to the Arrival Date.

The Accommodation Fee, the Cleaning Fee, the Security Deposit, and any applicable taxes must be paid by the Guests in full to the Host **no later than thirty (30) days prior to the Arrival Date**, otherwise the Host shall have the right to cancel the Reservation and in that case the Guests agree to forfeit all amounts of the Accommodation Fee and any applicable taxes already paid to the Host by the Guests.

4. SECURITY DEPOSIT.

The Guests agree that the Host may use the Security Deposit to replace any broken or missing items or to repair any damage that occurs during the Reservation as determined by the Host. The Security Deposit will be refunded to the Guests within 72-hours after the Guests have vacated the Property at the Departure Date and the Host has determined the Property to be in a good state of repair after an inspection.

5. ACCESS CODE.

Permission to enter the Property and the Access Code to the Property will be released to the Guests by the Host when the Host is satisfied at its discretion that all the following criteria has been satisfied **no later than 24-hours before the check-in time** set out in paragraph one (1) of this Contact:

- a) All Guests have signed this Contract, pursuant to paragraph one (1) of this contract;
- b) All Guests and all minors have registered with the Host, pursuant to paragraph two (2) of this contract; and
- c) All fees and deposits have been paid in full to the Host in accordance with paragraphs three (3) and four (4) of this Contract.

The Host may cancel the Reservation at its discretion if the criteria of this paragraph five (5) have not been completed by the Guests, and all monies paid to the Guests will be forfeited to the Host.

6. CANCELLATIONS.

In the event any of the Guests cancel the Reservation or any extension to the Reservation with the Host, by any means and at any time, any amount of the Accommodation Fee and any applicable taxes as described in paragraph three (3) paid to the Host by any of the Guests pursuant to this Contract are non-refundable and will be forfeited by the Guests to the Host.

7. RULES FOR PERMITTED USE OF THE PROPERTY.

The Guests agree to abide by the following rules in relation to the permitted use of the Property, and must not help or induce others to break or circumvent these rules:

- 1) The Guests agree to adhere to other terms, instructions, rules, restrictions, and policies pertaining to the use of the Property that are displayed within the Property, which are hereby incorporated to this Contract as Schedule A, in addition to adhering to the rules and terms set out in this Contract.
- 2) The only persons permitted on the Property are the registered Guests signatory to this Contract, or any minor person for whom another Guest has registered. Visitors or other persons invited by any Guest are not permitted on the Property. The Property is not to be occupied by any persons other than the Guests signatory to this contract who have registered with the Host.
- 3) The Guests are strictly prohibited from having a party, event, or other social gathering at the Property at any time during the Reservation or any extension of time to the Reservation.
- 4) The Guests agree to adhere to **quiet hours between 11:00 p.m. and 8:00 a.m.** each night while staying at the Property.
- 5) Smoking, vaping, and the use of e-cigarettes is prohibited within any dwellings on Property.
- 6) Initiating any burn event on the Property is the responsibility of the Guests and Guests agree to adhere to the instructions for same located within the Property.
- 7) Burning candles anywhere on the Property or within any dwellings on the Property is prohibited.
- 8) The Guests are prohibited from wearing shoes within any dwellings on the Property.
- 9) Commercial photography is strictly prohibited anywhere on the Property.
- 10) The Guests shall not do anything or permit anything to be done on the Property that is illegal or increases the insurance on the Property.
- 11) Pets and animals are strictly prohibited from the Property, with the acceptance of documented service animals. **Guests with service animals must provide the Host at the Booking Time acceptable documentation from a regulated health professional confirming the animal is required due to a disability.**

If any of the Guests fails to follow any of the rules as set out in this paragraph seven (7), the Guests may be asked to vacate the Property and the Guests will forfeit all monies paid to the Host.

8. FURNISHINGS.

The Property is fully furnished by the Host. Upon arrival at the Property, the Guests agree to immediately notify the Host if any personal property, furnishings, or fixtures within or on the Property appear to be broken, damaged, or malfunctioning.

Furnishings supplied by the Host are subject to change without notice to the Guests. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property by any person. Loss of any items within the Property or damage to the Property or furnishings will be charged to Guests. The Property will be inspected by the Host after the Guests' departure. All contents of the Property are the property of the Host. If an item or furnishing on the Property should break, Guests must immediately notify the Host.

The Guests are not permitted to alter the wiring or connections of any television, computer, or gaming equipment, otherwise, the Guests will be charged a reconnection fee of **ONE HUNDRED** dollars (**\$100.00 CAD**) by the Host.

9. RESPONSIBILITIES OF GUESTS.

The Guests are each responsible and liable for their own acts and omissions and are also responsible for the acts and omissions of anyone to which access of the Property has been provided by the Guests. The Guests are jointly and severally responsible for: (i) leaving the Property and its related personal property in its original condition as on the Arrival Date, (ii) paying all reasonable sums necessary to cover any damage to the Property caused by the Guests, persons permitted on the Property by any of the Guests, or any pet(s) or service animals permitted on the Property by any of the Guests, and (iii) acting with integrity, treating others with respect, and complying with applicable laws at all times. If any of the Guests are booking for an additional person who is a minor, or if any Guests permit a minor to the Property, such Guests must be legally authorized to act on behalf of the minor and are solely responsible for the supervision of that minor.

Additional cleaning of the Property prior to vacating the Property on the Departure Date is not required by the Guests.

10. GOVERNING LAW.

This contract shall be governed by the laws of Ontario.

11. ASSUMPTION OF RISKS BY GUESTS.

The Host, its affiliates, its organizers, its agents, its officials, its servants, and the owners of the Property are hereby collectively referred to as the “**Releasees**”. Each Guest freely agrees and acknowledges as follows:

I am aware of and fully assume the inherent risks arising out of my use of and being at the Property, any interaction I may have with the Releasees or any other person, and the use of any equipment or furnishings provided by the Releasees. I acknowledge that participating in all activities associated with the use of the Property, which takes place indoors or outdoors in various locations throughout the Property, carry many inherent risks, dangers and hazards including but not limited to: colliding with objects or people on land or in water; walking on rough and uneven terrain; encounters with wildlife; walking on slippery and wet surfaces; changing weather conditions which may cause surfaces to be slippery or bodies of water to become unsafe; swimming; drowning; falling trees, limbs, rocks, and ice; becoming lost; use of all recreational equipment or other equipment provided by the Releasees; equipment failure; improper use of equipment provided by the Releasees; failure to properly adjust or fasten equipment; tripping and falling; slips and falls while anywhere on the Property; over-exertion; impact or collision with trees, rocks, watercrafts, conveyances, or other persons; negligence of other persons; **AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME OR OTHER PERSONS FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE USE OF THE PROPERTY OR ANY EQUIPMENT PROVIDED BY THE RELEASEES.** I am also aware that these risks, dangers, and hazards referred to above exist on terrain that may be uncontrolled, unmarked and not inspected. I understand and acknowledge that I am fully aware of and assume the risks associated in the use of and being at the Property, as well as the use of any furnishings or equipment provided by the Releasees, by any minor children for whom I am the adult parent or guardian.

To the maximum extent permitted by applicable law, I am aware of the risks, dangers and hazards associated with the use of the Property and equipment or furnishings provided by the Releasees, and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, and loss resulting therefrom.

12. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION.

The Guests acknowledge that the use of the Property by the Guests is entirely at their own risk. Each guest freely agrees and acknowledges as follows:

In consideration of the Releasees agreeing to my participation in using and staying at the Property, and permitting my use of their equipment, parking, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in entering anywhere on the Property or using the Property or any equipment in any manner, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, C. O.2, AS AMENDED, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ENTERING ANYWHERE ON THE PROPERTY, OR ANY USE OF THE PROPERTY, OR THE ACTIVITIES REFERRED TO ABOVE.**

To the maximum extent permitted by applicable law, I agree to release, defend (at the Releasees' option), indemnify, and hold the Releasees harmless from and against any claims, liabilities, damages, costs, suits, actions, losses, and expenses, howsoever caused, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) the breach of this Contract or any terms agreed to by me or any Guest, (ii) any use of the Property by me or any of the Guests, (iii) the my interaction with any person, the Reservation at the Property, participation in any services provided by the Releasees, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, or (iv) the breach of any laws, regulations, or third-party rights such as intellectual property or privacy rights by me or other Guests, notwithstanding that the same may have been contributed to or occasioned by the negligence of the Releasees. I agree that the Releasees are not responsible for any accidents, injuries or illness that occur to me, any of the Guests, or any other person while anywhere on the Property or anywhere within or on any body of water. The Releasees are not responsible for loss of personal belongings or valuables belonging to me or any other person. I agree to assume the risk of any harm arising from the use of the Property. In no event will the Releasees be liable for any damages in connection with this Contract.

I agree that the Releasees will not be liable for any incidental, special, exemplary or consequential damages, or for any damages for personal or bodily injury or emotional distress arising out of or

in connection with (i) this Contract, (ii) the use of the Property or any equipment or furnishings provided by the Releasees, or (iii) the booking of the Reservation, whether based on warranty, contract, strict liability, tort (including negligence), product liability or any other legal theory, and whether or not the Releasees have been informed of the possibility of such damage.

In entering this Contract, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in, entering, using or staying at the Property, or any use of any equipment or furnishings provided by the Releasees, other than what is set forth in this Contract.

13. FORCE MAJEURE.

The Guests agree that the Host shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labour or materials.

14. NON-ASSIGNABLE.

This contract is not assignable by the Guests.

15. BINDING CONTRACT.

This contract shall endure to the benefit of and be binding upon Parties hereto, their heirs, personal representatives and permitted assigns.

16. EXECUTION IN COUNTERPART AND ELECTRONIC SIGNATURES.

Each party to this Contract agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that a photocopy, scanned copy, electronic copy, or facsimile copy shall be deemed to be as valid and binding as the original.

By signing this Contract, either electronically or by signing it as paper, you confirm that you have read the entirety of this Contract, which is a total of nine (9) pages, and that you agree to be bound by its terms.

Guest:

Date:

Guest:

Date:

1000415903 ONTARIO INC.

Per:

Date:

I have authority to bind the corporation.

SAMPLE

Be Still Destinations Schedule A (Along the River)

- **Instructions posted in the Guest Suite for the following:**

Access to wi-fi password

On-site location for garbage and recycling disposal

Private cupboard/closet **VS** Guest cupboard/closet usage

- **Hot tub usage instructions posted as follows:**

Please use towels provided in Hot tub room for usage with chlorine.

Please **DO NOT** adjust jets as they are all open. **Broken jets are the responsibility of the guests.**

Please return the cover on the hot tub after each use

Water will **NOT** be re-filled during your stay.

PLEASE NOTE: Please do not lower water level below the jets as it will jeopardize the pump.

- **Video surveillance** (ring doorbell) is outside the front door.
- **Walking Trail:**

See walking trail directional arrows as posted. Please do not go on neighbours' property.

CAUTION: note the **DEEP DROP OFF** into a quarry as posted

- **Fire Pit:**

PLEASE ENSURE THAT THERE ARE NO BURN BANS

Please see posted phone number that you must call if you'd like to have a bonfire as per township instructions (posted inside door). We have a permit, you just need to inform them of an event.

FIRE BAN YEARLY FROM APRIL 1 TO MAY 15