

Vacation Property Rental Agreement

This Vacation Rental Agreement is being entered into by _____

Address _____

(“Guest”) and Donna Muller (“Homeowner”) this ____ day of _____ 20__.

1. Property. The property located at 4310 Prospect Road, Bayside, NS, B3Z 1L5.
2. The property will be limited to a maximum of two guests.
3. Term of Lease. This lease begins on _____, 20__ (“Check-in Date”) and ends on _____, 20__ (“Check-out Date”).
4. Payments. 50% non refundable deposit of \$_____ remaining \$_____ paid on arrival.
5. Duties of the Parties.
 - a) Repair of Property. Homeowner may enter the premises at all reasonable times in order to inspect the property or make repairs.
 - b) Guest understands that the septic service to the property is via a grinder pump feeding a ¾ inch line to the septic tank. Use of toilet paper must be kept to a minimum. Disposal of foreign objects (including feminine hygiene products) through the toilet or any drains is strictly prohibited. If a guest violates this policy, and as a result, the septic drain line becomes plugged, the Guest authorizes the Homeowner to charge their credit card the sum of \$250 to remediate the problem.
 - c) Smoking. Guest understands that the rental unit is a non-smoking unit, and agrees to smoke only in the outdoor designated smoking areas.
 - d) Guest understands and accepts that the deck/wharf adjoining the property is at a heightened level, and could present a danger to the guest if they wander too close to the railing or if they enter the exposed opening to access the ramp leading down to the floating dock. The Guest(s) hereby absolve the Homeowner from any liability for injuries incurred by the Guest as a result of their use of the deck/wharf and/or floating dock.
 - e) Guest(s) understands and accepts that the bedroom in the property is located on an elevated mezzanine which is accessed via a retractable stairway, neither of which have a railing. The bedroom mezzanine and/or the retractable stairway could

present a danger to the guest if they don't exercise proper care in their use. The Guest(s) hereby absolve the Homeowner from any liability for injuries incurred by the Guest as a result of their use of the bedroom mezzanine and/or the retractable stairway.

6. Obligations of the Parties.

- a) Lost and Stolen Items. Homeowner is not responsible for lost or stolen items.
- b) Incidental Charges and Damages. Guest shall provide a valid credit card to which charges for damages to the property will be charged. Homeowner shall provide Guest with an itemized statement of any charges at least 10 days prior to charging Guest's credit card.

MasterCard/ Visa # _____

Expiry date _____

7. Governing Law. This agreement shall be governed by the laws of the Province of Nova Scotia. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and provincial courts located in Nova Scotia, as applicable, for any matter arising out of or relating to this Agreement.

8. Indemnification. Guest agrees to indemnify and hold Homeowner harmless from any liability for personal injury or property damage sustained by Guest or parties invited onto the property by Guest.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

10. If using our kayaks it is at your own risk.

Guest Name: _____ Signature _____

Guest Name: _____ Signature _____

Homeowner: Donna Muller Signature _____