

The Quails Nest - Cabin Rental Agreement

Property Owners: Daniel Pederson (613) 242-5005 Tawnya Pederson (613) 661-7424
The cabin is located at: [3299 Boulter Road, Boulter ON K0L1G0](#)

Date of Arrival _____ **Date of Departure** _____

- Please read this agreement in its entirety, and sign in the marked areas.
- Please fill it out completely. Email the signed agreement to: stay@yorkrivercottages.com
- Once it has been received and approved, the Owner will be in contact regarding payment.

Cabin Renter Full Name: _____

Current Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Driver's License Number _____

(Please provide photo ID of primary renter with contract)

Please provide full names and ages of ALL adults and children who will be occupying the cabin. If others plan to attend, please notify the Owner to get approval before your check in date.

Maximum occupancy is 4 people, this includes yourself.

1 _____ Age: _____ 3 _____ Age: _____

2 _____ Age: _____ 4 _____ Age: _____

PETS (TYPE/BREED): _____

All pets must be declared at the time of booking.

PAYMENT

Total Rental Rate \$ _____ (Includes HST & Cleaning fee) Total Nights Stay: _____

Booking Deposit \$ _____ (50% of Rental Cost)

Security Deposit \$ 300 (Refundable only after the duration of your stay, and upon inspection of the cabin)

Total Due at time of booking \$ _____

Total Balance Owing \$ _____ (Due 7 days prior to arrival date by etransfer)

BOOKING INFORMATION

Reservations held via Email Money Transfer sent to: stay@yorkrivercottages.com

CHECK IN / CHECK OUT PROCEDURE

1. **Check In:** Check-in time is **4:00 p.m.** on the day your scheduled reservation begins. No early check-ins without consent of the Owner.
2. **Check Out:** Check-out time is **12:00 p.m.** on the day your scheduled reservation ends. Any delay in check-out, without prior consent of the Owner shall result in the Renter being charged additional monies which will be deducted from the Security Deposit.
3. The Renter will not be refunded for a late arrival or early departure.

SECURITY / DAMAGE AGREEMENT

Security Deposit: A Security Deposit of \$ 300.00 has been deposited with the Owner. This amount will be returned at the end of your stay (within 5 business days) upon inspection of the residence. If the residence is free from damage, the deposit will be returned in full. If damage is found, the Owner may use all or part of the Security Deposit for reimbursement. The deposit covers any damages to the rental property and its furnishing caused by the Renters and their guests. Should the damage amount exceed the amount of the deposit, the Renters remain liable for the balance.

The Renters shall assume responsibility for any willful or negligent damages to the cabin and its premises. The Owner recommends that the Renters have homeowners or tenant's insurance and make sure that their coverage includes liability insurance.

CLEANING

Rental Property should be left in the same condition as originally found. The cabin is equipped for light housekeeping. Basic cleaning supplies are provided and available for Renters to assist with cleanup before check-out. Renters are responsible to:

- Remove all contents, empty the fridge and take all garbage with you.
- Put all furniture, small appliances, and other cabin contents back in the found position for all rooms.
- Clean and put away all dishes (on day of departure)
- If the cabin is not left in this condition, this may result in an additional cleaning charge, and will be deducted from the deposit.

GARBAGE / RECYCLING

Garbage and Recycling must be sorted appropriately. It can be taken to the local landfill. No charge.

Carlow Ward Waste Disposal Site: 7 Pinecrest Road

(From cabin, turn right onto Boulter Road, within ½ km turn right onto Pinecrest Road. Follow signs into landfill)

SUMMER HOURS: MAY 1 – OCTOBER 31

Tuesday: 2:00 p.m. – 7:00 p.m.

Saturday: 11:00 a.m. – 4:00 p.m.

Statutory Holiday Monday: 11:00 a.m. – 4:00 p.m.

All garbage must be stowed in the proper garbage and recycling bins/bags. Never leave garbage outside.

All garbage and recycling must be taken with you at the end of your stay. If left behind at the cabin a \$50 fee will be deducted from the Security Deposit. Additional sorting fees may apply if garbage/recycling are not sorted.

We have a total of 4 rental accommodations on the property, 1 main cottage, 2 cabins and 1 bunkie. As well, the possibility of occupied tent sites located farther down the waterfront. Our property is shared by all guests, yet still private per individual space.

Please be mindful of other renters and respect their designated rental space. Our property offers 1300ft of waterfront and 12.5 acres, so there is plenty of room for everyone to safely and comfortably enjoy.

We as the Owners, work hard to properly maintain the rental property. Please notify us immediately if any maintenance problem should occur, so that the situation can be remedied as soon as possible.

THE CABIN AND PROPERTY

Water:	Cabin has running water, however it is unfit for drinking. Non-potable water. **Please bring your own drinking water.
Bedding:	Mattress is encased in mattress protector. Pillows are provided and encased in pillow protectors. All coverings are washed fresh and changed after each stay. We do not include bed sheets, pillow cases, comforters/blankets or towels. **Please bring your own linens.
Included Basics:	Kitchen includes fridge, microwave, electric skillet and comes equipped with: pots, pans, dishes, glasses, mugs, cutlery, basic cooking utensils, toaster, coffee maker (small canister of coffee included) Keurig (limited amount of k-cups included) Limited supply of other basics include: Toilet paper, Shampoo and Conditioner, Salt & Pepper, Cooking oil, Dish soap, Hand soap, Kitchen cloths, couple of garbage/recycling bags, mop, broom/dust pan and cleaning supplies
Use of Barbeque:	There is a barbeque with side burner, supplied with propane provided by the Owner. The barbeque must stay in its designated area and brushed down after each use.
Washroom:	Cabin is on a septic system. Please be mindful of what is put in the toilet, only flushing toilet paper. Use the provided trash can for paper towels, Kleenex, feminine hygiene products, etc.
Smoking:	Smoking is not permitted inside the cabin. Any damage due to cigarette burns, including the exterior deck, buildings or property will be deducted from your deposit. Smoking outside is permitted, please use the butt-cans provided.
Pets:	Pets are welcome, however, not allowed on furniture or bed. Pets must be on a leash at all times when outside and droppings to be picked up immediately.
Camp fire:	Camp fires are only permitted in the Renters designated fire pit. Only wood to be burned, no garbage. Shall a fire ban come into effect, there is to be no camp fires during such time. Please follow information posted at roadside of municipal office, located just South on Boulter Road.
Firewood:	One bundle of wood is included. Extra bundles can be requested at time of booking for \$9 per bundle, will be added to total owing and due prior to your arrival.
Canoes/Kayaks	4 Canoes, 3 Kayaks, 2 paddleboards with paddles and a 13ft water bouncer with 20ft attached log are available for use and to be shared amongst all guests.
& Water Bouncer:	USE AT YOUR OWN RISK AND WITH CAUTION. For your safety, please bring life jackets that are properly fitted to you and your family/friends. Limited selection of adult and child size PFD lifejackets are on site and available for use. Use of these life jackets will be the Renters responsibility as both adults and children are legally required that the life jackets suit their weight and size appropriately.
Reception:	Cell phone service is very slim at the cabin (only intermittent txt). However if needed, the best areas to find reception are at the Beach on Foster Lake (a short drive North up Boulter road) or on the roadside heading South at the top of the hill by the Carlow United Church. Cabin has no WIFI.
Parking:	Parking is limited to (1) vehicle. Vehicles are to be parked within close proximity of your cabin rental. If you anticipate that there will be more vehicles required to park, please notify the Owner to get approval before your check-in date. IMPORTANT: Please do not park or drive between the cabins, this is where our septic bed is located. Thank you

TERMS AND CONDITIONS

1. The Cabin Renter is 25 years of age or older. The Owners do not rent to teenagers or young adults under the age of 25. Families or mature couples are preferred.
2. The Cabin Renter is responsible for all guests as listed who will be occupying the cabin.
3. **PAYMENT** Bookings shall be confirmed by the Owner on approval of agreement and on receipt of the Booking Deposit and the Security Deposit. To complete the booking process, the balance shall be due and payable by E-transfer 7 days prior to the scheduled arrival date. If final payment has not been received within this timeframe, the scheduled dates will be released, agreement to be terminated with all monies paid forfeited. If the Renters agreement is approved and there is less than 1 week before the commencement of the Rental, the total payment is due and can be paid by E-Transfer. The

- issuance of confirmation to the Renter by the Owner shall complete a binding contract between the Renters and the Owners. All payments are made to: stay@yorkrivercottages.com
4. **CANCELLATION POLICY** Full refund for cancellations made within 48 hours of booking, if the check-in date is at least 14 days away. 50% refund of the booking deposit for cancellations made at least 14 days before check-in date. Security deposit is non-refundable for cancelled stays. No refunds for cancellations made within 14 days of check-in date. In the highly unlikely event that the Owner must cancel a booking after confirmation, the Renter will receive a full refund of monies paid to the Owner. Any additional costs due to cancellation are the sole responsibility of the Renter.
 5. **CHECK-IN AND CHECK-OUT** times are to be adhered to, unless otherwise arranged with the Owner. Early arrival and/or late departure may result in an extra fee to the Renters.
 6. All guests agree to abide by the rental rules for the duration of their stay.
 7. **OCCUPANCY** Renters who have guests at the property more than the pre-authorized number (specifically those named on the Cabin Rental Agreement) are subject to immediate eviction without refund and/or with no return of the security deposit. Please note that we have a “no parties” policy and zero tolerance regarding this issue. Sub-letting of the cabin property is not permitted. 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 cabin.
 8. **SMOKING** No matter the substance, whether legal or not, smoking is not allowed in or immediately around the cabin door and no fumes should enter the cabin, whether directly or indirectly. An excessive cleaning charge will be deducted from the Security Deposit if smoking in the cabin is evident.
 9. Renters are not to create excessive noise at a level that disturbs neighbours or other guests. Quiet hours are from 11 p.m.– 8:00 a.m. Any disturbances resulting in police action, neighbourhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all the monies paid forfeited.
 10. Renters will not be provided a key for the Owners personal storage spaces. Any attempt to enter locked areas is cause for immediate termination of the agreement, forfeiture of all monies paid, and the Renters will be liable of any damage and/or missing items.
 11. Renters will comply with all local laws, ordinances, and community rules regarding the use of the premises. Renters will comply with all Owner rules.
 12. The Cabin and Property is privately owned. The Owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Property Owners are not responsible for the loss of personal belongings or valuables of the guest.
 13. The Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to power outages, adverse weather conditions, mandatory evacuation, construction, mechanical failure such as televisions, etc. No refunds will be given for occurrences beyond the Owner’s control.
 14. All guests are to respect all wildlife.
 15. Guests will allow the Owners access to the cabin in cases of required repair, and the Owners will use the access reasonably.
 16. Please ensure that if you use the barbeque or any appliance that you turn it OFF after use.
 17. The Owner has installed smoke alarms and carbon monoxide detectors in the cottage for your protection. If you believe there is an issue with the working capability of the alarms please inform the Owner.
 18. Due to Covid-19 please abide by Government Mandates regarding gatherings. Please practice physical distancing. Maintain a safe distance of 2M or 6FT from other cottage guests and stay within your own social circle.
 19. All information provided by the Renters must be ACCURATE and free from errors. This contract is binding, and if the Renters do not adhere to the rules of this contract, the Owner has the right to either terminate the Rental Agreement and or keep the Renter’s Security Deposit.

The parties agree to the Terms and Conditions of this short term Cabin Rental Agreement, as evidenced by the signatures set forth below.

Signature of Property Owners _____ Date signed _____

Signature of Cabin Renter _____ Date signed _____

Waiver and Release of Liability and Assumption of Risk Acknowledgement

The Renter hereby releases the Owners for any liability for damages from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to the Renter's use of the facilities and services provided at the facility and will save them harmless in respect thereof.

The Renters agree to take reasonable precautions in use of the Property and the Cabin. The Renters agree that they are responsible for their own safety and that of their family, friends, guest, and invitees. The Renters acknowledge and agree that the use of the river is not supervised by any lifeguards or other such person. Therefore, any use of the river whatsoever or surrounding area by the Renters, guests or invitees is at their own risk. The Renters agree to ensure all safety measures are exercised and properly fitted life jackets are worn. The Renters shall not permit anyone to swim, nor to operate any boat or watercraft while they are impaired by alcohol or drugs.

The Renters understand and expressly assume all the dangers incident to using the facilities and their services, and hereby release all claims, including but not limited to, personal injury, property damage or destruction, and death whether caused by negligence, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the Owners.

Governing Law: This agreement shall be governed by and construed in accordance with the province of Ontario and the parties irrevocably agree that any dispute out of or in connection with this agreement will be subjected to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both parties agree that any action or proceeding relating to this agreement will be brought to a court of competent jurisdiction in the province of Ontario, Canada

Signature of Cabin Renter _____
(Cabin Renter who signs is legally responsible for all people listed in this contract and signs on their behalf)

Date signed _____

Please make sure that you have printed out ALL pages of this document in its entirety and that you are sending ALL pages when you return to us the completed form. Please keep a copy for yourself. Submission of the signed Cabin Rental Agreement constitutes agreement by the Renter and their party to abide by all cabin rules as listed, all Terms and Conditions and by signing the Waiver you are releasing the Owners from any liability whatsoever.