

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Cecelia Feigs (“*Homeowner*”) and the person through the online listing agent (“*Guest*”) as of the date last set forth as per the approved Property booking with Booking ID for reference. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at: 497 Chief David Road, Baynes Lake BC, Canada. The Property is known by the name “The Nest at Spirit Pond”.

The property is rented in its entirety and is fully furnished including fridge, stove, dishwasher, TV, BBQ. Also provided are bed linens and bath towels.
2. Rental Party: The rental party shall consist of Guest, whom takes full responsibility, and those persons that are invited by the Guest.
3. Maximum Occupancy: The maximum number of guests is limited to **12** persons.
4. Online Listing Agent: A website that has access to the Property booking schedule providing real-time booking availability, the ability to select a booking time slot, send a booking deposit to the HomeOwner and send a final payment to the HomeOwner. The listing agent is embedded in the vacation rental website at www.thenestbayneslake.com
5. Term of the Lease. The lease begins at 4 p.m. on Check-in Date and ends at 11a.m. on the Checkout Date according to the online booking. Your Booking ID will be reported to you and is your reference.
6. Minimum Stay: This property requires a standard **2** night minimum stay. Longer minimum stays are required during peak and holiday periods.
7. Maximum Stay: This property does not provide for stays longer than 60 days no matter how the booking is scheduled or approved. The HomeOwner will refund to the Guest any payments that exceed 60 days.
8. Cancellation Policy: Guest pays a 50% deposit upon booking which is non-refundable. The final payment of the last 50% is due 14 days prior to first night’s stay which is also non-refundable. If the Guest must cancel and it is done more than 30 days in advance, the Homeowner will re-advertise the same time slot to the public. Up to 50% of the deposit may be refunded if the same time slot is re-booked. No guarantee is given that the time slot will be successfully re-booked.
9. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else to abide by the following rules at all times while at the property.

10. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.
11. Deposit: A deposit of \$250 is due along with the rental payment and prior to the Check-In Date. The deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:
 - i. damage to the property or furnishings;
 - ii. dirt or other mess requiring excessive cleaning; or
 - iii. any other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

12. Cleaning Fee: There is a check-out cleaning fee of \$150. The Guest is asked to tidy up and leave soiled linen in the tubs or laundry bin.
13. Insurance: We encourage all renters to purchase traveler insurance.
14. Payment: Acceptable payment methods are EFT, PayPal and credit cards.

I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short-Term Rental Agreement, as evidenced by the online approval of the booking by the HomeOwner, the payment processed by the Guest and the associated Booking ID.

Exhibit A

RENTAL RULES

1. Smoking is allowed outside on the grounds only
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy limit agreed to above.
3. Guests should not create excessive noise at a level that disturbs neighbors. Quiet hours are from 11:00p.m. – 700a.m.
4. The Homeowners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
5. Keep the property and all furnishings in good order
6. Only use appliances for their intended uses
7. PETS are permitted only with prior approval and the *Pet Addendum* must be completed.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels as we do not permit towels or linens to be taken from the property.
9. Garbage: Any garbage must be stowed in the proper garbage bin and recycling bin located at the front of the house.
10. Thermostat: The thermostat is located in the hallway. Please exercise good judgement when using the heating and cooling to respect the environment and energy costs. The heat pump system gradually adds heat / cooling to the premises so please exercise patience.
11. Furnace: Is located in the crawl space below the main floor. There is an emergency **red** shutoff switch inside the mechanical room beside the door. If you smell gas in the house, shut off this switch and exit the building. Report to Homeowner immediately.
12. Fireplace: The fireplace is a non-vented propane gas fired firebox. Please do not open the glass front and throw any paper or other combustible materials in the fireplace. This fireplace is intended for ambience only and is not the primary source of heat for the home. When you leave the home, please shut it off. Fireplace control is by remote control.
13. Septic: The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \$1,000.
14. Storms: No refunds will be given for storms unless authorities shut down local highways for a period longer than 8 hours that bar your travel to the property and only for that day. The gravel drive on the property is well maintained; however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions.

PET ADDENDUM

It is hereby agreed by and between Cecelia Feigs (*Homeowner*) and _____ (*Guest*) that homeowner will allow guest to have the following described pet and no others in the vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet as described below:

Type of Pet: _____ Name: _____
Color: _____ Weight: _____
Age: _____

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Color: _____ Weight: _____
Age: _____

Guest hereby agrees to comply the following:

1. Guest to pay additional pet fee in the amount of **\$50** per pet.
2. All pet owners must comply with the following specifications of their pet (documentation from an accredited veterinarian must be provided by Guest upon request):
 - a. May not exceed **200 lbs.**
 - b. Must be at least **1 year of age.**
 - c. Must be **spayed or neutered.**
 - d. Must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended.
3. Guest is responsible for cleaning up any/all pet refuse.
4. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.
5. Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit.
6. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
7. Pet will not be left unattended for an undue length of time, either indoors or out.
8. Homeowner assumes no responsibility for illness or injury that may incur to pets while on the premises.

The Guest shall be solely responsible for the pet while on the property.

Sign _____ Date _____