

CALABOGIE PEARL CHALETS

RENTAL TERMS AND CONDITIONS

(Please Note that these standard clauses form part of all rental Contracts with Calabogie Pearl Chalets.)

PAYMENT

- a) YOU will remit a **non-refundable \$40 + GST booking fee** at the time of booking. The balance shall be payable thirty (30) days prior to occupancy.
- b) **YOU will remit \$500 Security Deposit**, payable by certified check, money order or credit card pre-authorization completed on the website. Please see the [Security Deposit](#) section of this page for further information.
- c) All payments shall be made by valid credit card online using Pay Pal at www.calabogiepearl.com or by cheque, email money transfer, money order or email money transfer to **Vernon Thompson**.
- d) **There will be a \$30.00+ GST penalty** if the balance owing is not paid in full 30 days prior to occupancy.
- e) If the chalet rental is made with **less than thirty (30) days notice, payment in full is required at the time that the Rental Application** is submitted via valid credit card, certified cheque, money order or email money transfer.
- f) **Weekend rentals (2-3 nights)** must be paid in full upon booking.
- g) Bookings shall be confirmed in writing (via email) by Calabogie Pearl Chalets after payment of the deposit and submission via www.calabogiepearl.com of a completed Calabogie Pearl Chalets Rental Application form.
- h) If any cheques are returned as N.S.F. or for any other reason, an administrative charge in an amount of fifty dollars (\$50.00) is payable.
- i) A **minimum cleaning charge of \$75 plus a \$50+ GST processing fee** will be charged if the Calabogie Pearl Chalets is not left in the same state of cleanliness and order as it was found, or if the garbage is not removed.
- j) **All payments are to be made payable in Canadian Funds.**
- k) **Accepted payment methods are:** credit card payments (using pay pal and done only on www.calabogiepearl.com), certified cheque, money order or email money transfer.

SECURITY DEPOSIT

- a) **A \$500 Security Deposit is required** for all contract rentals, payable by certified check, money order or credit card. By signing the contract YOU are assuming responsibility for any and all damages caused by YOU or members of your party during the rental period. The Security Deposit will be retained until the Calabogie Pearl Chalets property manager or owner has had reasonable time to inspect the Calabogie Pearl Chalets and the phone bill has cleared (normally 4-5 weeks is sufficient).
- b) A Security Deposit made by **cheque** will not be deposited unless there is a claim against it. This form of security deposit will be returned to YOU after the Calabogie Pearl Chalets owner has had reasonable time to inspect the Calabogie Pearl Chalets and the phone bill has cleared (normally 4-5 weeks is sufficient).
- c) The cost of any excess cleaning or damage caused by YOU or members your party will be deducted from the security deposit and a **\$50 + GST processing fee** will be charged.
- d) The cost of long-distance phone calls made by YOU or members of your party on a Calabogie Pearl Chalets telephone and appearing on the owner's telephone bill will be deducted from the security deposit and a **\$50 + GST processing fee** will be charged.
- e) YOU are responsible for any damage in excess of the security deposit.

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DAMAGES AND CLEAN UP

- a) YOU agree that YOU will be responsible for any damages caused by myself or anyone in my party.
- b) YOU agree that YOU will keep Calabogie Pearl Chalets and all furniture, fixtures, chattels, fittings and effects in or about the Calabogie Pearl Chalets in the same state of repair and condition as at the commencement of the Calabogie Pearl Chalets rental and SHALL LEAVE THE CALABOGIE PEARL CHALETS IN THE SAME STATE OF CLEANLINESS AND GENERAL ORDER IN WHICH IT WAS FOUND – OR A **CLEANING CHARGE OF \$75 MINIMUM** WILL BE DEDUCTED FROM THE SECURITY DEPOSIT and a **\$50 + GST processing fee** will be charged.
- c) YOU agree to remove all garbage (including bottles) upon departure.

CANCELLATION POLICY

- a) Any cancellation made by YOU shall be **in writing** (via email) addressed to Calabogie Pearl Chalets.
- b) On receipt of such notice of cancellation Calabogie Pearl Chalets shall endeavour to re-book the accommodation for the entire period of the original booking. If Calabogie Pearl Chalets is successful in re-booking the accommodation for the entire period originally booked, it shall refund all monies paid (whether by deposit or otherwise) **less a cancellation fee of \$50.00+ GST per period booked.**
- c) If Calabogie Pearl Chalets only succeeds in re-booking the accommodation for a portion of the period originally booked, it shall **refund such portion of the monies paid that relates to the period re-booked, less a cancellation fee of \$50.00 per period booked.**
- d) If Calabogie Pearl Chalets is unable to re-book the chalet, then all monies paid (whether by deposit or otherwise) shall be forfeited
- e) If the Calabogie Pearl Chalets is struck by disaster, or if it is sold prior to occupancy, then all contracts will be NULL and VOID, and payment refunded.

REFUNDS

- a) YOU agree that YOU shall not be entitled to any refund arising from weather or water conditions, changes or fluctuations in the lake level, conditions at neighbouring Calabogie Pearl Chalets or other conditions beyond the control of Calabogie Pearl Chalets.
- b) Cottages are often visited by mice, squirrels, etc, insects that fly such as black flies, mosquitoes and crawling insects such as wood roaches and spiders. These creatures are a part of nature. Precaution is taken to prevent these visitors from entering the Calabogie Pearl Chalets. Often mother-nature circumvents all man-made obstacles. Therefore Calabogie Pearl does not accept such irritations as grounds for cancellation of a rental and/or a refund of monies.

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USAGE CONDITIONS

- a) YOU agree to use the Calabogie Pearl Chalets for **personal vacation use only** and no commercial or other activity shall be carried on.
- b) YOU have the right to request an **inspection of the Calabogie Pearl Chalets** prior to this application.
- c) All persons staying at the Calabogie Pearl Chalets overnight or during the day (including guests) will be named on the Calabogie Pearl Chalets Rental Application and it is your responsibility to ensure that all such persons and all guests abide by the rental terms and conditions. If YOU violate this provision, YOU will be deemed to have committed a fundamental breach of this Agreement which will entitle the property manager or owner to evict YOU from the Calabogie Pearl Chalets without refund or other compensation.
- d) Please note that any person, regardless of age is counted as a person in the occupancy of Calabogie Pearl Chalets.
- e) The number of persons overnight or during the day (including guests) shall not exceed the maximum number indicated, without prior authorization from Calabogie Pearl Chalets. If YOU contravene the maximum number stated for each Calabogie Pearl Chalets, YOU may be subject to immediate eviction without refund **or monetary penalties of \$75 per person per night will be taken from the security deposit.**
- f) The maximum number of occupants (includes adults and children) using the Calabogie Pearl Chalets premises shall not exceed the total number stated in the Information and Application form,
- g) The property manager and owner of Calabogie Pearl Chalets shall be allowed access to the Calabogie Pearl Chalets at any reasonable time during any Calabogie Pearl Chalets occupancy.
- h) There shall be no camping, tenting or other auxiliary accommodation on the Calabogie Pearl Chalets without prior written authorization.
- i) This Calabogie Pearl Chalets has a "NO PETS" policy. Please note this does not necessarily mean the Calabogie Pearl Chalets has not had pets present at some time. Calabogie Pearl Chalets takes no responsibility for conditions arising from allergies.
- j) YOU will be provided with one set of linen during occupancy. If additional linen is required, YOU are required to bring additional linen for personal use. Linen shall include sheets, pillow cases, towels and dishtowels.
- k) The drinking water at Calabogie Pearl Chalets is provided by a very deep well. In addition, a water cooler has been provided. If YOU have any concern about the water, please bring your own.
- l) In the event that any unreasonable rowdiness or noise occur such that leads to repeated complaints by others, YOU and members of your party shall vacate the premises immediately and forfeit the balance of the prepaid rental.

REPAIRS

- a) Every effort will be made to ensure that all of the equipment at the Calabogie Pearl Chalets is in good working order at the time of your arrival. Should there be a problem with the water, plumbing or electrical system or with a major appliance, YOU are to contact the property manager or the Owner in accordance with the information contained in the Calabogie Pearl Chalets Household Rules.

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CLEANING, INCLUDING GARBAGE DISPOSAL

- a) YOU will be responsible for leaving the Calabogie Pearl Chalets in the same state of cleanliness and order as it was found (including removing food from the fridge).
- b) YOU will be responsible for removing all garbage (including bottles and cans) at departure.
- c) Should either of the above conditions not be met, a **minimum cleaning charge of \$75** will be deducted from the security deposit and a **\$50 + GST processing fee** will be charged.

TELEPHONE USAGE

- a) A telephone is provided at Calabogie Pearl Chalets.
- b) YOU agree not to incur long distance or other telephone charges during your occupancy at Calabogie Pearl Chalets. YOU are asked to use calling cards or call collect.
- c) If long-distance phone calls are made by YOU or members of your party and appear on the owner's telephone bill, the security deposit will be used to pay the charges. A **\$50 + GST processing fee** will be charged and the balance returned to YOU.

KEYS

- a) YOU agree to return the key at the time of departure to the place where it was picked up.
- b) YOU agree to pay a thirty dollar (\$30.00) charge if the key is lost or not returned at the time of departure.

LIMITATIONS OF LIABILITY

- a) YOU acknowledge and agree that YOU will use the cottage and its facilities in accordance with the rental terms and conditions and the household rules and that YOU do so at your own risk.

INDEMNITY

- c) YOU will indemnify and save Calabogie Pearl Chalets property manger and the owner harmless from any personal injury, sickness or death, loss or damage, however caused, to your person or property or that of your family or guests both during and after the time of occupancy.
- d) Further, YOU accept full responsibility for the use of the cottage and any recreational equipment such as boats, etc. and agree to pay for any repairs or replacement of said equipment, other than for normal wear and tear.
- e) YOU acknowledge that YOU are responsible for ensuring all boating regulations are observed, for having required safety equipment in the watercraft, and for complying with operator competency requirements. See section on boating Regulations for more information.

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LEGAL PROCEEDINGS

- a) If YOU are in default of the terms of this Agreement and it is necessary for Calabogie Pearl Chalets or the Owner to take legal action against You, YOU agree that Calabogie Pearl Chalets and the Owner shall be entitled to recover all costs and expenses of such proceedings including legal fees on a substantial indemnity basis.

JURISDICTION

- a) This Agreement shall be governed by the laws of the province of Ontario and YOU agree to attorn to the sole jurisdiction of the courts of Ontario with respect to any and all disputes arising under this Agreement or between YOU and Calabogie Pearl Chalets/or the Owner.

ENTIRE AGREEMENT

- a) There are no representations, collateral agreements, warranties or conditions except as set out in this Agreement.

ASSIGNMENT

- a) YOU have no right to assign or sublet this Agreement. Where separate families, groups or parties will be occupying the Property at different time periods, separate Cottage Rental Applications must be completed by each party.

FACSIMILE / EMAIL

- a) YOU agree that this Agreement may be executed by facsimile transmission, email or by electronic means through www.calabogiepearl.com and that facsimile signatures or electronic signature or acknowledgement of all the terms and conditions of this application while booking through www.calabogiepearl.com (by ticking the appropriate box) will evidence the obligation of the parties to be bound by the terms of this Agreement.
- b) Note that all agreements must be confirmed by the property manger or owner in writing (e.g. via confirmation email) before it is finalized.

BOATING REGULATIONS

- a) The law requires that a Pleasure Craft Operator Card is mandatory for all boaters in order to operate a powered Watercraft. This law applies to watercraft fitted with any size motor-even a trolling motor.
- b) For non-residents, a Pleasure Craft Operator Card is only required by law if YOU are operating your powered boat in Canadian waters for more than 45 consecutive days or if the boat YOU are operating is registered or licensed in Canada (this includes rental boats).
- c) Boater Education Cards or equivalent certifications are recognized in Canada. Proper identification should be kept on board at all times to provide proof of residency. It is the operator's (renter's) responsibility to obtain the certificate and to know the rules of safe boat operation.
- d) For more visit www.ccg-gcc.gc.ca or call 1-800-267-6687.