

LEASE AGREEMENT

This **VACATION COTTAGE LEASE AGREEMENT**

Dated _____, between

Oldham’s Lakefront Cottages
c/o Loren Oldham
PO Box 271,
New Denver, BC VOG 1S0, Phone: (250) 358-2344.

and

Lessee: _____

Address: _____

Telephone: _____

Email: _____

Number of Guests: _____

The TERM of this lease is _____ week (s),

From 4:00 p.m. Saturday _____, 200_____

To 10:00 a.m. Saturday _____ 200_____

Please circle chosen cottage:

CREEKSIDE COTTAGE 604 El Dorado. Bedroom #1-2 XL twin beds-(can be converted to king) Bedroom #2-1 double bed XL, 1 Queen size sofa bed 1 Bathrooms, 4 pc, fireplace, creek and lakefront location.

CHESTNUT COTTAGE 612 El Dorado. Bedroom #1-2 XL twin beds-(can be converted to king), Bedroom #2-1 double bed, Bedroom #3-1 double bed, Queen size sofa bed, 1 Bathroom, 4 pc, lakefront location.

CEDAR COTTAGE 616 El Dorado. Bedroom #1-2 XL twin beds-(can be converted to king), Bedroom #2-1 double bed, 2 Bathrooms, 4 pc each, lakefront location.

MAPLE COTTAGE 608 El Dorado. Bedroom #1- 2XL twin Beds (can be converted to king), Bedroom #2 and #3 Queen size bed, Queen size sofa bed, 2 ½ Bathrooms, 1 Bathroom 4 pc, 1 Bathroom 3 pc, 1 bathroom 2 pc, dishwasher, lakefront location

CREDIT CARD INFORMATION:

CARD TYPE (VISA, MASTERCARD): _____

CARD NUMBER: _____

EXPIRATION DATE: _____

CARD HOLDER’S NAME: _____

Signature: _____

I/We hereby certify that I/We are at least 23 years of age:

CHECK-IN/CHECK-OUT PROCEDURES

1) **CHECK-IN** is from 4:00 p.m. to 7:00 p.m. on the beginning date of the lease. If you are unable to arrive between the check in times keys will be left for you inside your cottage. We will then check in with you the following morning. There is no early check-in except by prior arrangement.

2) **CHECKOUT** time is 10:00 AM **SHARP**. Your cooperation in adhering to our established checkout time will be greatly appreciated by both our housekeeping staff and incoming guests. Prior to departure please ensure that all dirty dishes, cookware and eating utensils are washed, rinsed, dried, and put away in the proper location. All household trash, garbage, and/or other discarded items should be properly bagged-up so to avoid spillage/leakage and properly deposited in the refuse container located on the premises. Under **NO** circumstances should household refuse be deposited and/or otherwise left outside as it can attract unwanted visitors. Upon departure, all keys are to be left on the dining room table. Keys not returned by the scheduled checkout time of 10:00 AM shall be subject to an assessment of a fee equivalent to a sum of one (1) additional night’s rental rate with all such costs being charged to the LESSEES credit card.

3) The **RENT** for: **Maple Cottage** is \$1,350 per week in the high season, \$950 in the low season. **Creekside Cottage** is \$1000.00 per week in the high season, \$743.00 per week in the low season. **Chestnut Cottage** is \$950.00 per week in the high season, \$706.00 per week in the low season. **Cedar Cottage** is \$850.00 per week in the high season, \$632.00 per week in the low season. Each cottage also has a \$30.00 booking fee, a \$75.00 per week cleaning fee and a refundable \$200.00 damage deposit, payable as follows:

PAYMENTS (All dollar amounts are in Canadian funds)

4A) **ADVANCE PAYMENT:** To confirm your reservation an advance payment of 50% of the total rent, the \$30.00 booking fee and this signed Lease Agreement must be received within 7 days of initial booking. After receiving your advance payment and signed Lease Agreement, your reservation will be confirmed in writing by letter or e-mail. The property is subject to availability until the signed Agreement and the advance payment are received. All confirmed reservations are subject to a \$75.00 cancellation fee.

4B) **BALANCE PAYMENT:** The remaining balance of rental payment is due in full at least 21 days prior to your occupancy term. If you are making a reservation of less than 21 days before your arrival, we require payment in full at the time of booking.

4C) **SECURITY/CLEANING/DAMAGE DEPOSIT:** A refundable Security/Cleaning/Damage Deposit of \$200 is due at the time Balance Payment is due.

4D) **PAYMENT METHODS:** Payment may be made by personal cheque, money order, cashiers cheque, or credit card (Visa/MasterCard). Advance payment and balance payment shall be paid no later than the stipulated due date **IF A BALANCE PAYMENT IS NOT MADE WITHIN 5 DAYS OF THE DUE DATE, THE RESERVATION AND MONEY PAID SHALL BE FORFEITED.** Lessee will be levied a service charge of \$25 if Lessee’s bank returns a cheque for insufficient funds.

SECURITY DEPOSIT:

5) Security Deposit less any charges will be returned within 14 days of checkout. Written notice will be made if damages are charged against the security deposit refund. Charges may include additional cleaning fees due to excessive misuse of the property, damage to the property, or missing items from the property. If charges exceed Security Deposit, Lessee agrees to pay all additional costs.

CANCELLATION/TRANSFERS:

6A) **CANCELLATION NOTICE:** Notice of any cancellation must be received in writing via letter, fax or e-mail.

6B) **REFUND:** Cancellations received 60 days or more prior to the beginning of your stay will receive a full refund minus the \$75.00 cancellation fee. Cancellations received less than 60 days prior to your arrival will be charged a cancellation fee equal to the advance payment total. We will make every effort to re-book the property. If we re-book the property and the owner has not lost revenue we will refund the full rental rate. In any event the \$75.00 cancellation fee will be charged against the deposit. No shows without written cancellation will not receive ANY refund. Once your stay has commenced, there will be no compensation for any unused nights. However, if during the Term of this Agreement the Property becomes uninhabitable without fault or negligence on behalf of the Lessee, the Lessee will be refunded the portion of the unused Rent.

6C) **TRANSFERS:** Lessee agrees that this lease may not be assigned or sublet, even to a member of the leaseholder's family. Changing date of stay is on availability only. Transfers occurring from a higher rental rate to a lower rental rate will remain at the higher rental rate unless the original week is re-rented and confirmed. A \$75.00 administrative fee applies to all transfers including transfers within the same unit.

DIRECTIONS & KEYS:

7) You will be sent directions and other information regarding your property once your reservation is confirmed.

UTILITIES:

8) The landlord will provide water, heat, electric, trash removal and local telephone usage. All long distance calls and any other applicable charges must be billed to LESSEE'S telephone card.

PETS:

9) Are allowed with the following restrictions:

- A) No cats are allowed.
- B) Call ahead on other pets.
- C) Pet bed must be provided by owner.
- D) Please observe New Denver's leash law.
- E) Please make sure you clean up after your pet.

ACCOMMODATIONS:

10) All units include linens (bedding, towels, beach towels), BBQ grill, telephone, microwave, toaster, coffee maker, coffee grinder, washer/dryer, TV/DVD player, dishes/utensils, cleaning supplies, hand soap and a starter supply of toilet tissue, paper towel, and coffee filters.

MAXIMUM NUMBER OF OCCUPANTS:

11) Maple Cottage, Chestnut Cottage and Creekside Cottage are to be occupied by no more than SIX (6) person's each. **Cedar Cottage** is to be occupied by no more the FOUR (4) person's.

VIOLATION OF THE MAXIMUM OCCUPANCY PROVISION CAN RESULT IN SERIOUS HEALTH PROBLEMS DIRECTLY RELATED TO OVERUSE OF THE SEPTIC SYSTEM ON THE PREMISES AND MAY CAUSE DAMAGE DUE TO DETERIORATION OF THE SEPTIC SYSTEM WHICH IS DIFFICULT TO QUANTIFY. THEREFORE, IN THE EVENT LESSEE ALLOWS THE PREMISES TO BE OCCUPIED BY MORE THAN THE MAXIMUM ALLOWABLE NUMBER OF PERSONS, LESSEE SHALL BE RESPONSIBLE TO PAY LESSOR THE SUM OF ONE HUNDRED (\$100.00) DOLLARS PER PERSON IN EXCESS OF THE ALLOWABLE NUMBER PER DAY.

12) Violation of the maximum occupancy is also grounds for immediate eviction from the Cottage with forfeiture of any and all monies paid.

OTHER:

13) LESSEE assures the LESSOR that the tenants will observe all conditions and terms of this lease as to maintaining the premises in good order and appearance and will conduct themselves in a manner inoffensive to neighbors.

14) LESSEE assures the LESSOR that any tenant who violates any of the terms of this Lease shall be immediately denied occupancy and shall remedy any damages or other expenses which are caused by the tenant and/or the tenant's guest(s).

15) LESSEE agrees that any tenant who is found using illegal drugs or allows others to use illegal drugs on the premises will be immediately denied continued occupancy at these premises.

16) LESSEE and their guests shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.

17) LESSEE and their guests agree that during the term of this lease they will keep the leased premises clean and free of trash, garbage, and other waste. All pipes, wires, glass, plumbing and other equipment and fixtures shall be kept in the same condition as at the beginning of the lease. Reasonable wear and tear and damage by unavoidable fire and/or casualty are the only exceptions.

18) LESSEE agrees to indemnify and save LESSOR harmless from all liability, from loss or damage arising from any nuisance or harm made or suffered on the lease premises by the LESSEE, tenants, or guests or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the leased premises.

19) LESSEE agrees that he/she shall not paint or make alterations to the property, including changing existing locks or adding new ones, without the LESSOR'S written consent.

20) Upon not less than 24 hours notice, LESSEE shall make available to LESSOR or his agent for the premises, the right of entering to make necessary or convenient repairs and to show the premises to prospective tenants. In an emergency, LESSOR or his agent may enter the premises at any time without securing prior permission from LESSEE.

21) SMOKING is not allowed inside the cottages.

22) If LESSEE abandons or vacates the premises, LESSOR may at his/her option terminate this lease, enter the premises and remove all property.

23) In the event that any legal action shall be commenced by either party arising out of, or concerning this lease or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity.

24) Either party may terminate this lease in the event of a violation of early provision of this lease by the other party in the manner as provided by law.

25) Inconveniences over which we have no immediate control and DO NOT warrant any refund of rental monies include: (1) breakdown of VCR's or other recreational appliances/devices, (2) power outages, (3) adverse road and/or weather conditions, (4) construction taking place in the area, (5) vacation home that is not decorated and/or otherwise accommodated to suit the guests personal/individual taste(s).

26) All LESEES and tenants use the cottages and premises at their own risk. Oldham's Lakefront Cottages and its Property Owners (principals) shall not be held liable or otherwise responsible in any way for injury to any LESSEE and/or their guests, that is caused or permitted to be caused by the intentional or unintentional acts of said LESSEE and/or their guest(s), or by the failure of structures, appliances, (including BBQ's), furnishings, and/or other equipment, whether by malfunction, misuse, acts of God/nature, and/or are otherwise naturally occurring. No guarantees are expressed or implied as to the fit condition of utilities and other services provided to the cottages and adjacent structures and premises. No guarantees are expressed nor implied regarding the fit condition, suitability, compatibility of materials utilized in the construction of the cottage and/or its contents.

Lessor shall not be held liable or otherwise responsible in any way for allergic reactions to LESSEE and/or their guests caused or permitted to be caused by materials utilized in the manufacture of the cottage and/or its contents, nor from mold and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to, appliances, linens, carpeting, utensils, fixtures or equipment

27) LESSEE assumes full responsibility for fulfilling the terms of the lease for the period stated and assures the LESSOR full recourse for the payment of any amount outstanding from the total amount due in accord with the terms as stated above including any outstanding or unpaid charges that are the responsibility of the LESSEE.

28) I state that I am of lawful age and legally competent to sign this affirmation and release, that I understand the term contractual and not a mere recital, and I have signed this document as of my own free act.

I have fully informed myself of the contents of the affirmation and release by reading it before I signed it. I can read and understand English.

(If all renters do not sign, the contracting party is responsible)

Date _____

Signature _____