

Pilgrim's Seaside Cabin Vacation Rental Booking Agreement

Please ensure you read and understand the following Agreement and Booking Form pertinent to your vacation rental accommodation. If you have questions, please do not hesitate to contact us for clarification before you sign the Agreement & Booking Form.

Agreement

This agreement is made between Patricia and John Wade (the Property Owners) doing business as Pilgrim's Seaside Cabin & the person named on the Booking Form (Guest), for the purpose of setting out the terms on which the Guest will rent the Property.

- Guest agrees to rent the Property for the Vacation Time at the rental rates agreed upon and to pay the Accommodation Fees to the Owner.
- The information set out in the Guest Booking Form is complete and accurate.
- The Owner will not be liable to the Guest on cancellation of the Agreement other than expressly stated, and Guest's damages or claims will be limited to the return of the security deposit actually paid by Guest to Owner.
- The Agreement includes an indemnity and release by Guest of Owner.

Defined Terms - In addition to words and phrases with initial capital letters above and on the attached Booking Form, in this Agreement:

- "Accommodation Fees" means the aggregate of the Daily, Weekly or Monthly Rental Rate for the Vacation Time, Cleaning Costs and other applicable charges and taxes.
- "Check-Out Time" means 11:00 AM on the Check-Out Date (Pacific time).
- "Guest" means the person named on the attached Guest Booking Form and includes all occupants and invitees whether listed or not.
- "Property" means the property described as such on the Guest Booking Form and includes all landscape materials, fixtures, personal property, equipment and supplies.
- "Vacation Time" means the time between 4:00 PM (Pacific time) on the Check-In Date to Check-Out Time.

Accommodation Fees

Owner reserves the right to increase or decrease accommodation fees at any time. Current fees will be quoted at time of inquiry. Dates and fees will be held for a maximum of 24 hours in order to give you time to receive, sign and return the Guest Booking Form along with your deposit as outlined below. The cost of the rental is then guaranteed against further increase. This guarantee is offered subject to the Agreement being adhered to and providing no further amendments are made to your vacation arrangements.

Your vacation home rental includes relevant services (water, electricity, local phone, cable TV, high speed internet, and garbage). Your vacation home rental also includes furniture, stove and oven, microwave, refrigerator, window coverings, kitchen smalls, linens. No liability is accepted by the Owner or Owner's Agent for any loss or damage caused by loss of services or of any malfunction of the appliances, nor for the consequences of the actions or omissions of persons who may control supply of services, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Owner or Agent of the Owner. We would endeavor to remedy any situations as soon as possible but no reimbursement would be applicable.

Booking, Deposit and Payment

Bookings are valid after:

- The Booking Form has been completed, signed and received by the Owner or Agent of the Owner
- The appropriate deposit has been paid. A deposit of 50% of the Rental and Cleaning Fee is due at time of booking. The booking has been confirmed to Guest in writing by the Owner or Agent.
- The Total Rental Fee and Cleaning Fee minus the deposit must be paid 30 days prior to arrival at the rental.
- A Security Deposit is required with a preauthorized hold on your credit card and is collected only if deemed necessary after departure once inspection for damage or loss has taken place and any relevant deductions have been made.
- The Property is available at 4:00 PM on the day of arrival and must be vacated by 11:00 AM on the day of departure, unless other arrangements are made with and agreed to by the Owner or Owner's Agent in writing. Failure to comply with this may result in extra rental charges that the Guest agrees to pay.

The person who signs the Booking Form certifies that he or she is authorized to agree to the Agreement and Booking on behalf of all persons included in the Booking Form, including those substituted or added at a later date. The signatory must be a member of the party occupying the property and must be 19 years or over. In the event of a cheque not being honoured by the bank it has been drawn on, an additional \$50 CAD will be due to cover the bank charges and administration.

Security Deposit

Security Deposits are a preauthorized hold on your credit card and are collected only if deemed necessary. It is a condition of the rental that Guests act in a reasonable, considerate and respectful manner and will use the Property carefully so as to avoid damage, reasonable wear and tear excepted. The security deposit will be applied, if necessary, to pay for any mysterious disappearance of content, excess cleaning and restoration costs, repairs in excess of normal wear and tear and other charges of any kind for which Guest is responsible, as determined by the Owner. Nothing herein limits Guests liability for these damages or other costs associated with the Property, caused by action or inaction on the part of the guest.

Cleaning of Property

Professional cleaning staff will be hired to clean following your departure. We make every effort to maintain the home in "as new" condition for your holiday enjoyment. Upon your arrival you will find the home clean and in good order and repair. We ask that you leave the home in the condition that you found it with the exception of the beds and laundry. Your rental payment covers the cost of laundering all towels, bedding, scatter rugs, and kitchen cloths. We ask that you do not do those tasks, but that bedding and towels that have been used be placed in the laundry hamper for cleaning. Should the residence or contents be left in a condition other than the one it was found and requires cleaning service beyond normal (ie. dirty dishes, dirty barbecue, etc.) an extra cleaning charge will apply at a rate of \$35 CAD per hour/per cleaner and will be deducted from the Security Deposit. It is a condition of the rental that Guests take good and reasonable care of the property for the duration of their stay and leave the property in a clean and tidy condition at the end of the Vacation Time. When vacating the premises, please leave furniture as originally set up when you arrived.

Cancellation

If the Guest wishes to cancel the booking they should advise the Owner immediately by telephone followed by a written or e-mailed confirmation of cancellation. If notice is received by the Owner at least 30 days before the Check-In Date then Owner will refund all amounts paid by Guest, less a cancellation fee (\$150 CAD). If Guest terminates this Agreement or reduces the Vacation Time with less than 30 days notice, Guest will not be entitled to any refund of amounts paid and due by Guest unless Owner is able to rent the Property for some or all of the reduced Vacation Time, in which case the Owner will refund as much as the Owner recovers from the third party, less a cancellation fee, as above. Owner will use best reasonable efforts in these circumstances but will not be liable to Guest for failure to locate a third party who is willing to rent the Property.

Property Not Available

If for any reason beyond the control of Guest, Owner or Agent of Owner, such as fire, flood or damage, the property is not available for, or becomes unsuitable for continued occupancy by Guest, then Owner or Agent of Owner will use reasonable efforts to assist the Guest to obtain alternate accommodation for the Vacation Time or balance thereof, but will not be liable to Guest for failure to locate a suitable alternative or any additional costs associated therewith. Owner will refund to Guest a pro rata portion of the Accommodation Fees for the part of the Vacation Time in which the Property was not available for use by Guest. No refund will be payable if loss of use of the Property is attributable to action or inaction on the part of the Guest. Furthermore, the Owner cannot guarantee that all the facilities described will be available or exactly as described.

Conduct

Our house is situated in a residential neighbourhood, and it is a condition of the rental that Guests act in a reasonable, considerate and respectful manner and will not create a nuisance or disturbance to occupants of any adjoining or neighbouring properties. Complaints of this nature from neighbouring properties will be cause for immediate termination of the Guests Vacation Time without entitlement to any refund of amounts paid. This is not a suitable venue to host parties or events.

Strictly NO SMOKING is allowed inside the house at any time. Contravention of this will render your booking void and all money will be forfeited.

Pets are allowed provided the Owner has been given full details of the size, type, number, and behaviour of pets, and the Owner has agreed in writing to the Guest.

Guest agrees to use the property as residential premises and for no other reasons.

Guest agrees not to sublet or share property except with persons nominated on the Guest Booking Form. Guest has no right to assign any interest in this Agreement or Guests right to occupy and use the Property.

Guest agrees to vacate the Property by Check-Out Time.

Only those persons named in the Guest Booking Form may stay overnight at the Property unless other arrangements are made with the approval of the Owners or the Owners Agent.

Guests may have tents on the Property with prior written consent of the Owners or Owners Agent.

Owner or Owners Agent may require that Guest leave the Property if, in Owner's or Agent's reasonable opinion, any action of Guest is unreasonable or breaches this Agreement, in which case Owner or Agent may terminate this Agreement without liability to Guest.

Access During Vacation Time

Guest will permit Owner or Agent of Owner access to the Property during the Vacation Time if such access is reasonably required for maintenance, safety, security or other bona fide purposes.

Complaints

In the event that you find something not to your satisfaction during your stay, please notify us immediately so that we may take steps to rectify any shortcomings. Unfortunately we are not always able to control the components of your rented accommodation & it is possible that an advertised facility may be withdrawn or changed due to circumstances beyond our control and for which we cannot accept liability.

Indemnity and Release

Guest will indemnify Owner and Owner's Agent and save them harmless from all expenses, costs, damages, claims, actions, and other liabilities of any kind whatsoever arising from this Agreement or the occupancy or use of the Property by Guest including without limitation any damage to the Property or any damage, injury, costs or expenses suffered or incurred by Guest, and Guest hereby irrevocably releases Owner and Agent from all claims in respect thereof. Guest acknowledges that use and occupancy of the Property is entirely at Guest's own risk and that there may be hazards on the Property including hazards that may make it unsuitable for unsupervised children, persons with disabilities or certain activities. Neither owner or Agent will be liable for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to or suffered by Guest by or arising out of this Agreement or the use, occupation or condition of the Property. Notwithstanding anything else herein, if Guest has any claim against Owner or Agent, the maximum liability in all circumstances of Owner or Agent will be the amount paid by Guest under this agreement. The Guest is responsible for taking out an adequate insurance policy(ies) to cover all risks. This waiver is also applicable to people visiting the property as guests of the Guest(s). The Owner does not accept any liability for injury, damage, or loss caused, or for any such claim by a third party as a consequence of actions by the Guest(s) and other people occupying the property during the period of the rental. As owners of the property, we, and our Agents will not be liable for any loss or delay occasioned by any of the following: strikes, riots, political unrest, war, threat or terrorist activities, industrial disputes, fire, flood, technical/weather problems to aircraft, transport, closure of airports or ferries or any other event beyond the Owner's control.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Entire Agreement

Except where varied in writing, this is the entire agreement between the parties with respect to subject matter of this Agreement.

Please retain a copy of this Agreement and Booking Form for your reference.

It is strongly recommended that guests take out vacation insurance to cover cancellation fees and any other losses which may occur.

Booking Form

Please note that the booking will only be valid when this Guest Booking Form with complete guest information are filled in, signed and returned to us with the 50% deposit. It may be more convenient to pay your 50% deposit by Visa or Mastercard. Preferred form of payment for the balance is personalized cheque payable to Pilgrim's Seaside Cabin. Alternately payment may be made by Visa or Mastercard.

1. Name of Guest: _____

Guest's Home Address:

_____ Postal/Zip Code: _____

Guest's E-mail: _____ Fax: _____

Driver License #: _____

Tel (Day): _____ (Eve): _____ (Cell): _____

Emergency Contact Name: _____

Emergency Contact Tel: _____

Relationship to Guest: _____

Arrival Date (D/M/Y): _____ Departure Date (D/M/Y) : _____

Name of Property: _____

Full contact info for every other individual who will be staying overnight at the Property. For individuals under 19 years please provide ages.

Name	Email	Address	Phone
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2. _____

3. _____

4. _____

5. _____

6. _____

Signing below Indicates that you understand that this home is operated as vacation rental accommodation and as such the British Columbia Residential Tenancy Act and Regulations do not apply. Signing below also indicates that you understand that this rental is a fixed term tenancy. At the end of the term the guest must move out of the home, unless both parties are in agreement and have made a subsequent agreement with a revised departure date.

House Rental: _ \$ _____

Approved Pets: _ \$ _____

Subtotal: _ \$ _____

Total: _ \$ _____

50% Deposit to Confirm _ \$ _____ (Will be taken by credit card.)

Balance on Arrival _ \$ _____ (Personal cheque preferred.
Credit card also accepted.)

Deposit & Security Deposits:

Credit Card: MC / VISA No: _____

Expiry: _____

Security Code from back of card: _____

Billing Address of Credit Card: _____

Name as it Appears on Card: _____

Signature of
Cardholder: _____

By signing and delivering pages 7, 8 & 9 the undersigned hereby agrees to be bound by the attached Booking Agreement and authorizes the Owner or Agent of the Owner to process the credit card listed above for any Accommodation Fees, Cleaning Fees, Applicable Taxes, Security Deposit, Applicable Pet Deposit, and any other applicable charges including damages, loss or mysterious disappearance, in accordance with the terms of this agreement, that are not paid in full by cheque or cash. This also authorizes permission to do a credit check.

I am over 19 years of age.

Signature of Guest: _____ Date _____

Privacy Policy

We promise to handle information collected in the above booking form in a manner a reasonable person would consider appropriate in the circumstances.

Please sign and return to:

Lawrence (John) Wade
675 Caleb Pike Road
Victoria, BC
V9B 6G8
(Mailing Address Only)

Tel: 1 250 478 2519 (home/work)
Fax: 1 250 391 8412
John's Cell: 250 882 3395
Patricia's Cell: 250 857 3395
E: info@comoxseasidecabin.com