



## COTTAGE RENTAL MANAGEMENT AGREEMENT FOR OWNERS

TO: Muskoka Vacation Rentals, 91 West Road, Huntsville ON P1H 1L9 705-789-0770

In consideration of Muskoka Vacation Rentals' services to be provided as stated in this agreement, I/we (the property owner/s) hereby give you the authority, irrevocable until the expiration of this agreement, to offer for rent the vacation home premises to clients (renters) for temporary vacation accommodation, located at:

(Lot, Parcel, Unit #, Concession, County, District, Municipality, Water Body) \_\_\_\_\_

Cottage Name: \_\_\_\_\_

On the following **Terms and Conditions**:

### 1 MUSKOKA VACATION RENTALS AGREES TO

- 1.1 Photograph the cottage and property for the purpose of marketing the cottage.
- 1.2 Set up for the client, a 'Renter's Guide' package that includes cottage household rules and general information on the use of the cottage property.
- 1.3 Advertise the cottage for rent, handle all inquiries, qualify clients, administer agreements pertaining to any and all bookings, collect deposit and balance of all accommodation charges, and remitting the appropriate amount to the property owner.

### 2 MUSKOKA VACATION RENTALS FEES

- 2.1 Muskoka Vacation Rentals fees for the above described services shall be as follows and are subject to HST: The Registration Fee of \$250.00 + HST = \$282.50 is charged for a period of up to 12 months that the cottage is available, beginning Nov. 1 and ending Oct. 31 each year, regardless of the number of times it is rented out by Muskoka Vacation Rentals. The annual Registration Fee is payable upon acceptance of this agreement, and is non-refundable.
- 2.2 An Administrative Fee of 12 percent + HST will be charged on the owner's portion of the rental rate paid by the renter and is deducted from each payment to the owner.
- 2.3 If a booking is cancelled, Muskoka Vacation Rentals will endeavour to rebook the cottage but will not be held responsible for any loss of income if rebooking is not possible. The amount, if any, that is forfeited by the original Renter, will be forwarded to the property owner less any cancellation fees.
- 2.4 The Property Owner acknowledges that an Applicant is permitted to cancel a booking in the event of a death in the Applicant's immediate family within 14 days prior to the first day of the rental period. In such case, the Applicant will be reimbursed the Rental Rate, less a \$75.00 plus HST booking fee to be retained by Muskoka Vacation Rentals. If re-booking is not possible, Muskoka Vacation Rentals will not be held responsible for any loss of rental relating to the cancelled booking.
- 2.5 All fees in section 2.1 and 2.2 are subject to change upon 30 days written notice.
- 2.6 The Property Owner acknowledges that Muskoka Vacation Rentals charges the renter a non-refundable booking fee of \$75.00 plus HST per week or part thereof which is in addition to the advertised rate of the cottage, but separate from the owner's portion.
- 2.7 The Property Owner acknowledges that Applicants are required to provide a security deposit, the amount of which is established from time to time by Muskoka Vacation Rentals. Any repairs or cleaning beyond the scope of reasonable wear and tear will remain the responsibility of the Applicant and will be deducted from the Applicant's deposit and paid to the Property Owner in accordance with the terms of this Agreement. The Applicant remains responsible for damages, charges, penalties and repairs which might exceed the security deposit. The Property Owner is responsible for reporting any such damages or repairs immediately following the applicable rental period and, in any event, within 48 hours following the last day of such rental period.

### 3 COTTAGE AVAILABILITY AND RENTAL RATES

- 3.1 The Property Owner agrees to provide Muskoka Vacation Rentals with the 'Calendar of Availability' form identifying available rental dates. The accommodation rates will be agreed upon by mutual consent between the Property Owner and Muskoka Vacation Rentals. The accommodation rate does not include any optional services which may be offered.
- 3.2 Only **after** obtaining written verification from Muskoka Vacation Rentals that no pending or confirmed bookings are being held by the company for a specific period, shall the Property Owner be at liberty to use or remove time periods already identified in 3.1 above.
- 3.3 The Property Owner understands that any bookings arranged by Muskoka Vacation Rentals based on the availability given to them by Property Owner constitute a binding agreement between the client and the Property Owner. In the event that the owner books a same period as Muskoka Vacation Rentals, only the booking by Muskoka Vacation Rentals will be honoured.
- 3.4 Muskoka Vacation Rentals defines booked on our website as any time period not available for rent.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

#### **4 INSURANCE**

4.1 The Property Owner warrants that adequate liability and property damage insurance is in effect during any period of occupancy arranged by Muskoka Vacation Rentals, including coverage necessary for rental of the cottage pursuant to this agreement.

#### **5 SALE OF THE COTTAGE**

5.1 The Property Owner will immediately notify Muskoka Vacation Rentals if the cottage has been listed for sale and will arrange a closing date that will honour all bookings already made by Muskoka Vacation Rentals or make conditional the purchaser assuming the bookings made by Muskoka Vacation Rentals along with the conditions of this agreement. If the cottage is listed for sale the owner will stipulate with realtors that the property is not to be shown during any bookings arranged by Muskoka Vacation Rentals, with the exception of Saturday change over time period from 11:00am to 3:00pm.

#### **6 CONTENTS AND DESCRIPTION OF COTTAGE PROPERTY**

6.1 That upon approval of the list of amenities, the Property owner agrees that no changes will be made to this list without first contacting Muskoka Vacation Rentals. Failure to do so could result in partial refunds to the renters affected. All material is copyright protected.

6.2 That in the event that any changes are made to furnishings or appliances, Muskoka Vacation Rentals will be notified in writing immediately.

6.3 That in the event that the owner is unable to supply the accommodation as described, particularly in respect to fundamental elements such as power, water, refrigeration, cooking, lack of legal zoning, etc., the owner understands the client will be refunded accordingly and at Muskoka Vacation Rentals discretion, and the owner will be invoiced for this amount or it will be reduced from the current/upcoming payments to the owner.

#### **7 OBLIGATIONS OF THE PROPERTY OWNER**

7.1 To check or arrange to have the cottage property checked between bookings, and will undertake all necessary cleaning, maintenance, repairs, prior to the next rental period along with replenishing cleaning supplies (if applicable) and BBQ propane tanks.

7.2 In the event of a problem requiring repair or maintenance that fundamentally affects the liveability of the cottage during the rental period, the cottage Owner or the Owner's representative will be available to carry out such repairs as are necessary as soon as reasonably possible and to supply Muskoka Vacation Rentals with the name and contact number of the Owner's representative.

7.3 To accept reasonable wear and tear of the cottage property by the clients relating to condition of furnishings, equipment, buildings and facilities including, without limitation, BBQ's, hot tubs, appliances and furniture. Examples of reasonable wear and tear include, but are not limited to: fading, peeling or cracked paint; slightly torn or faded wallpaper; small chips in plaster; doors sticking from humidity; carpets and furniture faded or worn thin from regular use; loose grouting and bathroom tiles; worn or scratched enamel in bathtubs, sinks or toilets; partially clogged sinks caused by aging pipes, and nicks in walls and/or floors. The Property Owner acknowledges that this kind of wear and tear is inevitable.

7.4 The Property Owner is solely responsible for determining local zoning bylaws to permit the property being used as rental accommodations or short term rental accommodations and shall have no claim whatsoever against Muskoka Vacation Rentals in the event the Owner fails to ascertain the intended short term rental is a permitted use and it is subsequently determined the rental is prohibited under the local bylaw(s). In this regard the Owner also agrees Muskoka Vacation Rentals shall be under no obligation express or implied to verify the use is a permitted use in accordance with applicable use bylaws.

7.5 The Owner consents to Muskoka Vacation Rentals displaying their property pictures and description on the internet.

7.6 To monitor internet usage regularly so that renters can be requested to pay for the cost of excessive use. For this property, the maximum allowable use is designated at \_\_\_\_\_ MB per week. In the event that internet usage exceeds the prescribed usage, the Owner may seek reimbursement directly from the renter within 30 days after the end of the booking period.

#### **8 CANCELLATION OF AGREEMENT**

8.1 This agreement may be cancelled by either party, within 30 days, with written notice, **provided** that the Property Owner honours all bookings already scheduled by Muskoka Vacation Rentals.

#### **9 DISPUTES**

9.1 Muskoka Vacation Rentals will be the final arbitrator in the event that a dispute arises between the renter(s) and the owner(s). Muskoka Vacation Rentals will have complete and full discretion to issue refunds either full or partial for conditions not acceptable to the renter and Muskoka Vacation Rentals. If the owner has received the net rental before Muskoka Vacation Rentals provides a refund, the owner agrees to immediately reimburse Muskoka Vacation Rentals. If in this event Muskoka Vacation Rentals has not been reimbursed by the owner, Muskoka Vacation Rentals shall be entitled to deduct the amount refunded from the next rental payment to the owner. There will be no adjustment to the Administrative Fee for any reimbursements to the renter due to difficulties at the property.

9.2 If the owner is dissatisfied with the condition of the property after a rental period, the owner shall advise in writing Muskoka Vacation Rentals within 2 days after the end booking period. Muskoka Vacation Rentals shall have sole discretion as to the amount of the security deposit to be paid to the owner.

#### **10 INDEMNITY**

10.1 The Owner(s) agree to indemnify and save harmless Muskoka Vacation Rentals and each of its employees or representatives from any and all claims of any kind whatsoever relating to the cottage and its rental, however caused, including zoning noncompliance except for the gross negligence or intentional act of Muskoka Vacation Rentals and/or its employees or representative.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

#### **11 REPRESENTATIONS OF OWNER AND CONTRACT PROVISIONS**

11.1 The owner warrants and certifies that he/she/they, is/are the legal owner(s) of the cottage and has/have full authority to enter into and carry out all the provisions of this contract.

11.2 The owner warrants that this agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators.

11.3 The owner acknowledges having reviewed, read over, fully understood and accepted all terms, conditions and provisions of this agreement.

#### **12 OVEREXTENSION OF RENTAL PERIOD**

12.1 The owner agrees with Muskoka Vacation Rentals that if any renter fails to vacate the cottage property premises after the expiration of the rental period, the owners will be responsible for regaining possession and Muskoka Vacation Rentals will have no liability to the owner for any expenses however incurred.

#### **13 GOVERNING LAW:**

13.1 The parties agree that this contract shall be governed by the laws of the Province of Ontario and agree to Attorn solely to the jurisdiction of the courts of Ontario with respect to any and all disputes arising out of the interpretation and application of this contract and the relationship between Muskoka Vacation Rentals and the Owner.

**This contract expires October 31, 2015**

The owner has read and understood the above terms and conditions and agrees to be bound by the terms and conditions stated above which when signed below shall create a legally binding agreement between the parties.

Signature (s) \_\_\_\_\_ Date \_\_\_\_\_

Muskoka Vacation Rentals Signature \_\_\_\_\_ Date \_\_\_\_\_

## Our Service to you, the Owner

Owner's Name(s) \_\_\_\_\_

Cottage Address \_\_\_\_\_

Owner's Permanent Address \_\_\_\_\_

Our yearly registration fee is \$250.00 + HST for a period of 12 months. This will run from November 1st - October 31<sup>st</sup> of each year. This will provide maximum exposure worldwide and includes pictures in full colour and the description of your cottage, lake, a list of all amenities and facilities, links to websites offering points of interest in your area. Our goal is to continue to provide you with the most exposure on the most comprehensive website in the business.

The only fee to you as a cottage owner is 12% + HST for the administration fee for each booking we book on your behalf, and it is deducted from our payment to you for that rental.

You will receive payment from Muskoka Vacation Rentals one week after the rental period, along with an explanation of the payment for that period.

No hidden fees to you. There is a \$75.00 + HST booking fee that is payable by the renter.

Signature (s) \_\_\_\_\_

Date \_\_\_\_\_

Muskoka Vacation Rentals Signature \_\_\_\_\_

Date \_\_\_\_\_