

'TERMS AND CONDITIONS' TO BAYSIDE RESORT RENTAL AGREEMENT

The following 'Terms and Conditions' are applicable to guests cottage rental accommodations made with the Owner/Operator of Bayside Resort. Thank you in advance for respecting and adhering to all policies herein.

1. CHECK-IN TIME is anytime after 4:00P.M. and check out is at 11:00A.M, no exceptions.

2. These are **NON-SMOKING** cabins. Signage reminds guests of this policy. Policy is effective year-round – no exceptions Smoking is only permitted outdoors and patrons are asked to use the designated bins/ash trays for all of their cigarette butts. Smoking inside of cabin voids rental agreement plus you as the signatory to this rental agreement agree to provide: \$500. Minimum for Cleaning Fees to the Owner/Operator of Resort. This Non-Smoking rule is also applicable to deck of Cabin #2.

3. FISH CLEANING – Absolutely no fish are permitted to be cleaned inside of cabins at anytime during guests stay. A designated outdoor fish cleaning station is available on premises year-round for fish cleaning. Please make honest efforts to clean up after yourself within the designated fish cleaning area.

4. PETS – Only friendly pets are welcome to the resort property during guests stay. Pets are permitted within cabins upon prior approval from the Owner/Operator. Pet owners are fully responsible for cleaning up of any and all of their pets refuse/waste. A Pet 'Poop and Scoop' policy is in effect year-round.

Pets are not allowed on cabin furniture at any time during guests stay. Any evidence of pets on cabin furniture may incur additional cleaning fees - fees which may not be inclusive of other damage fees if found applicable. Also, Pets cannot be left in cabins unattended for any duration of time throughout guests stay except if Pet is kept secured inside of a carrier/cage in cabin. Pets must also be kept on leash during length of stay unless otherwise permitted by Owner/Operator.

All pets must be up to date on rabies vaccinations and all other vaccinations. Heartworm prevention is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. All items above are the sole responsibility of the pet owner. The cabin Owner/Operator assumes no responsibility for illness or injury that may incur to renters or their pets while on resort premises.

5. DAMAGES – In the event of damage to the cabin unit and/or its contents, the renter signing this agreement as well as their guests included within the signed Rental Agreement fully acknowledges their responsibility for full payment of damage fees to the Owner/Operator, which must be received on the day of departure in CASH.

****It is the Renters responsibility to promptly report damages to Owner/Operator.****

To avoid any applicable damage fees the following provisions must be met by renter and their guests...

- a.) No damage is incurred to the cabin or its contents, beyond normal wear and tear.
- b.) No smoking has occurred inside of the rented cabin.
- c.) No linens or towels are lost or damaged.
- d.) No pet waste is left in or around cabins/resort property.
- e.) All charges accrued during the stay are paid prior to guest's departure.

6. RENTAL DEPOSITS/PAYMENTS – An advance rental deposit equal to 50% of the total rental rate is required in order for the registration booking to be complete. This deposit is non-refundable - no exceptions. The advance payment is not a damage deposit. Please refer to website for most up-to-date cabin rental rates.

Cabin rental is only guaranteed at such time that the advance 50% deposit has been received. Please note that the **REMAINING 50% BALANCE OF RENTAL FEE** is due upon guest's Check-in on site – **CASH ONLY.** Advance rental deposits are accepted in the following payment options 1.) Interac E-mail Money Transfer, 2.) PayPal transfer, or 3.) Certified Cheque or Money Order payable to: **Bayside Resort.** No personal cheques accepted as payment. American funds are subject to Canadian funds exchange rates at time of booking.

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7. CANCELLATIONS – Full-out cancellation of rental booking, no arrival, or early departure does not warrant any refund of the provided rental deposit and/or rental fees.

8. MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred and twenty days (120) prior to the intended check-in/move-in date. Monthly renters who must make a change that results in a shortened stay at Bayside Resort must be made at least ninety days (90) prior to check-in.

9. MAXIMUM OCCUPANCY – Unless otherwise indicated by the Owner/Operator the maximum number of guests per cabin is limited to six (6) persons. Special requests further to this maximum occupancy rule will be considered for cabin #2 only.

10. INCLUSIVE OF RENTAL FEES – With the exception of monthly or long-term renters the rental rate includes a one-time dish cloth, bed linen and bath towel setup. Rent includes propane for the gas fireplace and propane BBQ, wood for the outdoor fire pit, dish soap, bi-weekly garbage disposal, winter shoveling and de-icing of walkways. Longer term renters must provide their own bath towels. See resort website for details.

11. NO DAILY MAID SERVICE – While bed linens and bath towels are included in cabins, daily maid service is not included in the rental rate, however is available at an additional cost. We recommend guests bring in their own beach towels. Towels are not permitted to be taken from the cabin for beach activities. Please make honest efforts to clean up after yourself and your guests – leaving cabin in a respectful manner.

12. ADDITIONAL GUESTS – Invitations to friends or additional family members to stay overnight or visiting at this cabin above those mentioned in rental agreement ARE NOT PERMITTED UNLESS all of the following parameters are met:

- a.) the Owner/Operator has been fully informed of the no. of additional guests expected on property per night and their full names must also be added to the original signed rental agreement.
- b.) the maximum amount of acceptable patrons staying on site per cabin (6) has not been exceeded.
- c.) there is sufficient parking available for these additional guests.
- d.) these additional guests are covered under your agreement and you as the renter take full responsibility for the additional guests actions while renting this cabin rental property.

Furthermore, additional fees will incur if the renter has only paid for a double occupancy rate (ex. \$120.00) whereas the new occupancy limit exceeds the original paid rent for this cabin unit. Additional nightly fees refer to the difference between the two occupancy based rental rates meaning \$15. more for each guest/night. Anyone over 2 years of age are applicable to incur the additional \$15./night rental fee. Children under 2 years of age are FREE. These additional rental fees are due to the Owner/Operator upon Check-in.

13. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of the full advance rental payment, deposit and/or rental money, and the party WILL NOT be permitted to check in at Bayside Resort on the intended date of arrival.

14. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance by the Owner/Operator of Bayside Resort.

15. PARKING – The business is equipped with ample parking for paying patrons and their guests in a designated area on site. While parked on resort premises the Owner/Operator is not to be held responsible for any losses or damages that may occur to guest's personal property.

The main driveway (one-way lane) is not to be blocked by vehicles or trailers at any time (day or night) as this is to be kept clear for all guests entering property as well as water and propane deliveries year-round.

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16. PROPERTY USAGE – All guests may take full advantage of resort property noting that the sporting and recreational equipment (adult bikes, canoe, paddleboat, etc.) is to be shared by all guests (age determinant) and are to be handled with care. There is no sign up lists for using the resort's sporting and recreational equipment. Equipment usage is based on a first come, first served basis.

Guests using equipment must wear the safety attire supplied (i.e. life jackets, helmets, etc.) when in use of resort equipment. All guests using resort equipment must return the equipment pieces in same working order to the same location. Please report any issues to the Owner/Operator of said equipment before your departure, including any operational issues and/or damages sustained during your usage.

****It is the Renters responsibility to promptly report damages to Owner/Operator.****

Guests are welcome to bring in their own personal sporting equipment during their stay including personal watercraft (i.e. boats, seadoos, kids bikes, etc.). There is designated space on premises for parking of guest's boat trailers.

17. NOISE RESTRICTIONS – With respect for all other guests staying at Bayside Resort and the tranquility of the premises all renters and their guests are requested to adhere to **Quiet Hours from 11:00PM -7:00AM.**

No boisterous or Illegal activities will be tolerated on Bayside Resort property. There is Zero Tolerance for disrespecting this policy. Ignoring rule voids the Cottage Rental Agreement. Disrespectful guests will be asked to leave cabin rental/resort property and will not be subject to a refund in any amount.

18. STORM POLICY – No refunds will be provided in the event of storms or inclement weather.

19. ILLEGAL ACTIVITIES – As Bayside Resort is a family and culturally-oriented Resort facility please note that anyone suspected or caught smoking in cabins, doing illegal drugs or damaging the Resort property will be immediately asked to leave the premises and will therefore forfeit the full rental fee from their remaining stay.

20. OWNERSHIP ACKNOWLEDGEMENTS – Bayside Resort is privately owned; the Owner/Operator is not responsible for any accidents, injuries or illnesses that may occur on the premises while utilizing the resort facilities. Furthermore, the cabin Owner/Operator is not to be held responsible in the case that there is a loss of the guest's personal belongings or valuables.