

WoodsEdge Rental Agreement

1. AGREEMENT: Owner, and Guest agree as follows: Guest is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends, responsible adults or children under direct adult supervision. Use of the premises will be denied to persons not falling within the foregoing categories and as a result they would have to vacate the property without any refund. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the rental agreement and forfeiture of the guest's security deposit and rents.

2. PAYMENT & SECURITY DEPOSIT: A \$400 deposit is required immediately to secure the reservation, and may be paid by credit card or paypal. Balance of the payment plus a \$1000 security deposit is required **via check or money order** and is due 45 days prior to your arrival date. Provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met, the \$1000 will be refunded within a week of guest's departure. Guest will forfeit any portion of the security deposit that is reasonably attributable to missing items or damage to the property . If cost of replacement or repairs exceeds the \$1000, Guest agrees to pay the difference to Owner. Guest will notify the owners of any problems regarding the property immediately upon arrival. In the event of a dispute concerning a security deposit, arguments shall be settled through arbitration.

3. CANCELLATION: To cancel this reservation, notice of cancellation **MUST BE IN WRITING (email is acceptable), AND IF RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK-IN DATE**, the Owner will refund all monies you have paid. If notice of cancellation is **RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK-IN DATE**, Guest will forfeit \$400 deposit only. If notice of cancellation is **RECEIVED LESS THAN 30 DAYS PRIOR TO YOUR CHECK-IN DATE**, Guest will forfeit 50% of rental rate. If notice of cancellation is **RECEIVED LESS THAN 15 DAYS PRIOR TO YOUR CHECK-IN DATE**, Guest will forfeit all monies paid, unless we are able to re-rent the property to someone else for the same period. We will make every effort to do so.

For all cancellations, the \$1000 security deposit will be refunded.

Reservations made less than 60 days prior to check-in are not exempt from the cancellation policy.

4. PETS: Pets are **not allowed** in WoodsEdge.

5. SMOKING: Smoking is **not allowed** in WoodsEdge.

6. CHECK-IN: Check in time is 4:00 p.m. on your day of arrival. Please call if you are going to be arriving late.

7. CHECK-OUT: Check out time is 11:00 a.m. on your day of departure. Late check-out can be arranged depending on the arrival of guests later in the day. Please remember to leave keys and the Banff National Park pass or you will be charged for their replacement .

8. CLEANING: WoodsEdge will be inspected, sanitized and cleaned after your departure so that you can enjoy your vacation up to the last moment. Please be considerate and make sure **the home is generally picked up. Remember: No smoking inside WoodsEdge.**

9. TELEPHONES: WoodsEdge is equipped with a telephone to be used for *local calls only*. **YOU MUST USE A CALLING CARD OR CALL COLLECT WHEN MAKING LONG DISTANCE TELEPHONE CALLS.** Should long distance calls inadvertently be charged to the owner, Guest agrees to pay for calls.

10. WHAT WE SUPPLY: WoodsEdge is, unless otherwise noted on our website, equipped and set up as a fully furnished property that will include linens, blankets, pillows, towels, a fully equipped kitchen, TVs, furnishings. Paper products and soap are supplied. Staples (salt, pepper, foils, wraps, etc) are stocked by the owner of the property. We may not have all the items you may be accustomed to having in your home. If there is a special type of item you are accustomed to using please provide for those items by bringing them with you.

11. MAINTENANCE: The Owner will diligently attempt to address maintenance issues as they occur. There is an associated risk of renting a single family residence or condo. We do not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. However, if a maintenance issue occurs that cannot be fixed in a reasonable amount of time, and significantly affects the tenant's stay; the Owner reserves the right to refund at their discretion.

12. EXPRESS INDEMNITY: The undersigned, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges the Owner of the property from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises, and agrees to hold the Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

13. ENTIRE CONTRACT: Time is of the essence. All prior agreements between owner and tenant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta. Alberta shall have personal jurisdiction over the parties, and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

The undersigned has read and understands the terms and conditions of this agreement:

Guest Signature _____ Printed Name _____ Date _____

Please sign this Agreement and fax to (310)300-0466, or include with final balance of payment. Thank You.