

HOLIDAIYSY INN RENTAL AGREEMENT

I. **THE PARTIES.** This Rental Agreement (“Agreement”) was made on _____, 2024 between the following:

TENANT Name: _____, with a mailing address of _____,

Email: _____

Phone Number: _____ (“Tenant”), and

TENANT Name: _____, with a mailing address of _____,

Email: _____

Phone Number: _____ (“Tenant”), and

LANDLORD Name: _____ (“Landlord”). The Landlord may be contacted for any emergency, maintenance, or repair at (250) 692-6414.

II. **THE PREMISES.** The Landlord agrees to lease the property (“Premises”) listed below to the Tenant and guests, and the Tenant agrees to rent from the Landlord:

Physical Address: 201 Prairie Road
Smithers, BC
V0J 2N0

III. **LEASE TERM.** The Tenant shall have access to the Premises under the terms of this Agreement for the following time period at which time this Agreement is terminated: (fill in applicable term)

- **Short-Term Lease.** The Tenant shall be allowed to occupy the Premises starting _____, 2024 at _____ and ending _____, 2024 at _____ (“Lease Term”)

Tenant(s), in consideration of Owner’s permitting them to occupy the above Premises, hereby agree(s) to the following items:

Check-In Time 3PM Check-Out Time 11am

Tenant(s) may request an early or late check in/out times that will depend on current reservations. An additional \$50 will apply for every 2 hours the Tenant would like to check in earlier or check out later.

IV. **OCCUPANTS.** The total number of individuals staying on the Premises during the Lease Term shall be a total of _____ guests, all of which are the responsibility of the above Tenant(s). *(Please note, although the Premises will comfortably sleep six guests, the Tenant(s) may have additional guests at no extra cost).*

V. **PARKING.** Parking in the driveway is ONLY available for summer rentals. Parking in the driveway during the Winter season is not permitted.

VI. **HOUSE RULES.** Tenant(s) agrees to abide by any and all house rules.

Smoking – Smoking is permitted outside the Premises, but Tenant(s) must use designated butt disposal bins or dispose of butts in the wood stove. Smoking is prohibited inside the Premises. Failure to comply will result in a fee of \$150 for odor removal required to be paid by the Tenant(s).

Garbage – Garbage bags provided. Tenant(s) must take their garbage out with them.

Dishes – Tenant(s) must wash all dishes that were used. Dishes may be left in the drying rack.

Pets – Must be picked up after inside and outside.

Subletting – The Tenant(s) does not have the right to sublet any portion of the Premises.

Quiet Hours - There are no mandatory quiet hours. However, the Tenant(s) are expected to respect the surrounding residents.

Candles are prohibited to be used inside or outside the Premises.

Ordinances and Statutes – Tenant(s) shall comply with all statutes, ordinances and requirements of all Hudson Bay Mountain (“HBM”) policies, municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises. HBM rules and mountain safety can be found on their website.

Use of Premises – The Premises is for residential use only. Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.

Illegal Activity – The Tenant shall use the Premises for legal purposes only. Any other such use that includes but not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund.

- VII. **RIGHT OF ENTRY FOR PERIODIC INSPECTION.** The Landlord or his agent may enter the premises with prior consent of the tenant or with 24 hours written notice to any tenant on the premises to be entered. The Landlord may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to workmen or contractors. The Tenant(s) shall vacate the Premises at the expiration time and date of this Agreement. The Tenant(s) waives all rights to process if they fail to vacate the premises upon termination or expiration of this Agreement.
- VIII. **APPLIANCES AND FURNISHINGS.** Tenant(s) has full use of any appliances and furnishings but shall assume responsibility for care and repairs. The appliances and items provided in the dwelling by the Landlord are as follows: stove/oven combo, refrigerator, microwave, toaster, slow cooker, panini press, BBQ. If appliances are used as intended and no abuse is present, then the Landlord will provide maintenance.
- IX. **MAINTENANCE, REPAIRS OR ALTERATIONS.** Tenant(s) acknowledges that the Premises are in good order and repair, unless otherwise indicated herein and shall use the Premises only in a careful and lawful manner. Upon vacating, Tenant(s) shall maintain the Premises in a good, clean, ready-to-rent condition. In the event the Premises are returned in condition poor enough to prevent Landlord from re-renting to a qualified new tenant, Tenant(s) shall be responsible for maintenance and repairs to restore the Premises to the condition it was at the commencement of this Lease Term. Tenant(s) shall be responsible for damages caused by his negligence and that of his family, invitees or guests.
- X. **INDEMNIFICATION.** The Landlord shall not be liable for any accidents, injury or loss to the Tenant(s), or any other person or property damage, occurring on the Premises or any part thereof, or in common areas thereof, including the use of the axe, sledding toys, woodstove, appliances, or

any items provided by the Landlord to the Tenant(s) during their Lease Term, unless such damage or injury is the proximate result of the negligence of the Landlord, his agents or employees. Tenant(s) agrees to hold Landlord harmless from any claims from damages, no matter how causes. Tenant(s) expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of the Tenant(s) and the Tenant(s) should purchase their own insurance for their guests if such coverage is desired.

- XI. **POSSESSIONS.** Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant(s). BC Provincial retention guidelines will be followed if such an instance occurs.
- XII. **ATTORNEY’S FEES.** In any legal action to enforce the terms hereof or relating to the Premises, regardless of the outcome, the Landlord shall be entitled to all costs incurred in connection with such action, including a reasonable attorney’s fee and expenses that shall incur by the Landlord enforcing this Agreement. Tenant(s) acknowledges all attorney’s fees shall be classified and billed to Tenant(s) as “legal fees”.
- XIII. **SECURITY. PROVIDE COPY OF VALID CREDIT CARD TO BE HELD ON FILE FOR ANY DAMAGES AS A RESULT OF HABITATION.**
- XIV. **WAIVER.** No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Landlord’s right to the full amount thereof. This Agreement supersedes any other Agreement on the Premises during the Lease Term stated herein. No terms in this Agreement shall be deemed waived, regardless of any conflicting terms or rules in any government rent assistance programs. This Agreement shall be governed and subject to the laws located in the jurisdiction of the Premises location.
- XV. **NOTICES.** Any notice which either party may or is required to give, may be given by email provided by the Tenant(s), or the phone number provided by the Tenant(s) or at such other places as may be designated by the parties from time to time.
- XVI. **RENT.** The Tenant(s) agrees to pay the Landlord for the above Lease Term, a fixed amount of \$ _____ (CAN Dollars). Payment in full is due at the execution of this Agreement unless otherwise noted.
Notes: Tenant(s) will receive a full refund for cancellations up to 48 hrs prior of the Lease Term and a 70% refund for cancellations within 48 hrs of the Lease Term on this Agreement.
- XVII. **DAMAGE DEPOSIT.** A fixed Damage Deposit of \$200 is required and due in full at the execution of this Agreement and will be returned to the Tenant(s) upon Inspection of the Premises unless there is damage related to the Tenant(s).
- XVIII. **PETS.** The Tenant(s) shall have the right to have pet(s) on the Premises but MUST disclose here. Failure to do so will result in immediate termination of this Agreement by the Landlord without a refund. Pets will require a \$100 deposit per pet that is refundable thereafter inspection unless there is damage related to the pet and/or the Tenant(s) fails to clean up after the pets inside or outside. The Tenant is responsible for all damage that any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.
How many pets _____ Type/Breed of pet(s) _____

XIX. **CREDIT CARD.** Please provide a valid credit card to secure your reservation.
Accepted Cards are Visa, Mastercard, and American Express

Type of Card: _____
 Cardholder Name: _____
 Account Number: _____
 Expiration Date: _____
 CVV found on back of card: _____

Billing Address: _____

XX.

XXI. RENT	\$0	___ nights @ \$ ___ /night
PET DEPOSIT	\$0	refundable
DAMAGE DEPOSIT	\$0	refundable
TOTAL AMOUNT DUE		\$0

Payment can be made by E-transfer to booking@holidaisyinn.ca (password Daisy),
Cash, Visa, Mastercard, or American Express

By signing this Agreement, you are acknowledging and accepting Holidaisy Inn's Terms and Conditions of this Agreement and agree to honor and abide by the terms and assume full responsibility for said charges.

Landlord's Signature: _____ **Date:** _____

Print Name: _____

Tenant(s) Signature: _____ **Date:** _____

Print Name: _____

Tenant(s) Signature: _____ **Date:** _____

Print Name: _____