

# Booking Agreement Terms & Conditions – Divers Den Cottage

Check in – 4pm on date of arrival

Check out – 11am on date of departure

## 1. Payment

- Booking shall be confirmed in writing upon receipt of the completed booking application form, along with the booking deposit outlined in said application form.
- The remaining balance shall be payable at the check-in date.
- All payments made within two weeks of occupancy shall be either cash, certified cheque, interact email money transfer, or Visa/MasterCard over the phone or in store.
- A damage deposit of \$500 is required during the stay. This damage deposit must be paid within one week prior to arrival via PayPal. The damage deposit will be returned within 48 hours after the tenant has vacated the cottage. If damages are incurred, the deposit will be held within reason until the cost of damages is determined and the tenant will be provided with an itemized invoice outlining the cost of damages withheld from the deposit.

## 2. Cancellation

- Any cancellation made by the Renter shall be in writing to the address stated at the top of the booking application form on receipt of such notice of cancellation, the owner shall endeavor to rebook the holiday accommodation for the entire period of the original booking.
- If the owner is successful in rebooking the holiday accommodation for the entire period originally booked, all monies paid by the renter (whether by deposit or otherwise) less a cancellation fee of \$50 per period booked will be refunded.
- If the owner succeeds in rebooking only a portion of the period originally booked, monies paid relating the period rebooked, less a \$50 cancellation fee, will be refunded.
- If the owner is unable to rebook the holiday accommodation at all, then all monies paid by the renter (whether by deposit or otherwise) shall be forfeited.

## 3. Number of Persons Using the Holiday Accommodations

- The number of persons present overnight or during the day (including guests) shall not exceed six (6), without prior authorization from the owner.
- Renters who contravene this maximum number will be subject to immediate eviction without refund, or an additional nightly charge of \$50 per person, per night, at the discretion of the owner.
- There will be no subletting of the vacation property permitted.
- There shall be no camping, tenting, or otherwise placing auxiliary accommodation facilities on the property.

## 4. Access

- The Property Owner shall be allowed access to the cottage at any reasonable time during the holiday occupancy.

Initial\_\_\_\_\_

5. Repair

The renter shall keep the cottage and all furniture, fixtures, chattels, fittings, and effects in or about the cottage in the same state of repair and condition as at the commencement of the holiday, and shall leave the holiday accommodation in the same state of cleanliness and general order in which it was found. Failure to do so, to the satisfaction of the owner, may result in a damage/cleaning charge at the end of your stay, please advise in advance and we will arrange for a cleaner at \$30 per hour, which will be deducted from your security deposit. Cleaning supplies and a vacuum are provided in the cottage.

IMPORTANT\*\* The laundry facilities on site are NOT for tenant use. They are for the sole purpose of turning over the cottage linens and is to be used by staff ONLY. Any cost of misuse or damage to the washer/dryer unit because of violation of this shall be at the expense of the tenant.

6. Pets and Smoking

The renter (including day or overnight guests) shall abide by the conditions listed below. Any renter who contravene said conditions shall be subject to immediate eviction without refund.

- Dogs are allowed ONLY if they are listed on the booking application, and explicitly approved by the owner.
- Dogs are not allowed on ANY furniture – please bring the dog’s bed.
- Dogs must be leashed when outside. Dogs are not to be left unattended outside or inside unless crated.
- You will be responsible and charged for any damage your dog causes, including cleaning, vacuuming or replacement of carpets and bedding.
- Absolutely NO SMOKING anywhere in, on, or around the cottage property. You will be charged a clean-up charge if there are littered cigarette butts and/or a \$15 fine if you are found to be in violation of this strict rule.

7. Keys

- The renter agrees to return keys to the owner no later than 11:00am on the check-out date and can be returned to the Divers Den shop desk.
- The renter agrees to pay a \$25 charge for lost keys.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

(Please also initial page 1, and scan and email this document with the signed booking application and booking deposit to the address listed below)

Divers Den

3 Bay Street PO Box 87, Tobermory, Ontario NOH 2R0

Phone 519-596-2363

Email [divers@diversden.ca](mailto:divers@diversden.ca)

## Booking Application – Divers Den Cottage (Tobermory)

Check-in Date \_\_\_\_\_ Check-out Date \_\_\_\_\_

Main Applicant's Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Email Address \_\_\_\_\_ Fax \_\_\_\_\_

Phone (home) \_\_\_\_\_ Phone (work) \_\_\_\_\_

Dogs (please specify breed, age & weight) \_\_\_\_\_

Employer's  
Name/Address \_\_\_\_\_  
\_\_\_\_\_

Length of Employment \_\_\_\_\_ Job Title \_\_\_\_\_

Driver's License # \_\_\_\_\_ License Plate # \_\_\_\_\_

Names and Ages of ALL adults and children that will be occupying this rental:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How did you hear about the Divers Den Cottage? \_\_\_\_\_

LIMITATIONS OF LIABILITY – I/we represent, warrant, acknowledge and agree that I/we will use the cottage and its facilities in accordance with the terms and conditions of the booking agreement and the household rules, and that we do so at our own risk and that I/we indemnify and save the Property Owner harmless from any personal injury, sickness or death, loss or damage, however caused, to person or property of the renter, his/her family, or guests, during or after the time of occupancy. Further, I/we accept full responsibility of the use of the vacation house and agree to pay for repairs or replacement of said vacation house, other than normal wear and tear.

### BOOKING INFORMATION

Total Rent for Period	\$ _____ +hst
Add: Returnable Security Deposit	\$500
Total Amount Owning	\$ _____
<b>Less: Booking Deposit (1/2 of Total Amount without HST)</b>	<b>\$ _____</b>
Balance	\$ _____

I am paying by  Cheque  PayPal  Visa  Master Card

Name on Card \_\_\_\_\_ Signature \_\_\_\_\_

Card Number \_\_\_\_\_ Expiry \_\_\_\_\_ / \_\_\_\_\_ Security Code \_\_\_\_\_

Signature \_\_\_\_\_

CREDIT CARD REQUIRED FOR SECURITY REGARDLESS OF PAYMENT METHOD.