

# **'TERMS AND CONDITIONS' TO BAYSIDE RESORT CABIN RENTAL AGREEMENT**

**Policies enforced year-round. Last updated: February 20, 2021.**

The following 'Terms and Conditions' are applicable to guest's 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/ CHECK-OUT TIMES** – Check-in any time after 4:00PM and check out is at 11:00AM, no exceptions.
2. **NO SMOKING** – **No Smoking/Vaping permissible inside of log cabin units.** Signage reminds guests of this policy. Smoking (cigarettes, cigars, nicotine-only vape type) is permitted on property out in patio areas. Guests are reminded to use designated ash containers on site and not to discard butts on property or inside of cabin to prevent presence of odors.

**Do not butt out cigarettes, cigars (or other) on the exterior log walls and do not store any partly smoked ones on the plastic windowsill or metal trim along any exterior part of the log building as this is considered property damage.**

**Smoking inside of a log cabin at Bayside Resort voids the signed rental agreement. Hence, the signatory to the rental agreement thereby agrees to pay: \$500. (Minimum) for cleaning fees to the Owner/Operator of the Resort. This Non-Smoking rule is also applicable to the top deck of Cabin #2, where signage is also present.**

3. **ZERO TOLERANCE** – **Bayside Resort** is committed to providing a welcoming and respectful environment for all its registered guests, staff, and visitors. **As per this policy, Bayside Resort ensures there is a strict Zero Tolerance rule to protect against abuse directed towards any member of our staff and/or our resort guests** (i.e., any signs of aggression, swearing, insults, etc.). The Police will be notified of any issue that may arise, and the aggressor will be required to immediately vacate the property with the Zero Tolerance rule in effect. If this instance involves a guest this guest (and their group) will be required to immediately vacate the property, without refund. The same applies if received over the phone or email, text, etc. a report will be filed with the Police.

4. **DRUG USAGE** – **The entire resort is a drug-free property, including the waterfront shoreline.** Remember that this is private property, and we have rules set in place for the comfort and safety of all registered guests. Guests need to **go for a walk off property to use recreational drugs**, including Cannabis, as we do not want to see it or smell it. Please be mindful of this as we have small children living and playing on site.

**Using cannabis on site (or other suspected drug use) will void the rental agreement with Bayside Resort. Signs are posted of this. Owner/Operator makes a point of reminding guests of this important notice upon check-in.**

**There will be no 2<sup>nd</sup> warnings – Your group will immediately be asked to vacate the resort premises without refund.**

5. **ILLEGAL ACTIVITIES** – As Bayside Resort is a family and culturally-oriented Resort facility situated in the Wikwemikong Unceded territory anyone suspected or caught performing any illegal activities and/or damaging the Resort property in the process will be immediately asked reported to the OPP and required to vacate the resort property. Guests who are suspected or caught performing any illegal activities will forfeit the rental fee from their remaining stay.

6. **DAMAGES** – It is the Renters responsibility to report property damage to the Owner/Operator.

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 payable to the Owner/Operator, which must be received on the day of damage occurrence.

To avoid any applicable damage fees the following provisions must be met by the 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 fully paid prior to guest's departure.

7. **PET-FRIENDLY** – Only friendly pet dogs are welcome onto the resort property. No cats allowed. Pet dogs are permitted within cabins only upon prior approval from the Owner/Operator. Pet owners are to be held fully responsible for cleaning up of after their pets by collecting of their waste. A Pet 'Poop and Scoop' policy is in effect. Pet owner must bring in own waste bags. Those waste bags cannot be discarded in the surrounding properties! Trash cans available on site.

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- ✚ Limit is one (1) pet dog per cabin (big or small), no exceptions.
- ✚ Pets are not allowed on cabin furniture at any time during guests stay.
- ✚ Any evidence of pets (fur) on cabin furnishings will be subject to additional cleaning fees above the Pet Rental Fees. Additional fees may not be inclusive of other damage fees if found applicable.
- ✚ Pets cannot be left in cabins unattended for any duration of time throughout guests stay.
- ✚ Pet must be kept secured inside of a carrier/cage inside cabin if/when the pet owners must leave property without them. Pets must also be kept on leash during length of stay unless otherwise permitted by the 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 Owner/Operator assumes no responsibility for illness or injury that may incur to renters or their pets while on Bayside Resort premises.

**8. FALSIFIED RESERVATIONS** – Any reservation obtained under false pretense will be subject to forfeiture of the full advance rental payment, inclusive of deposit provided and the group WILL NOT be permitted to check in at Bayside Resort on the intended date of arrival.

**For example: registered guests showing up for check-in inebriated, registered guests absent, registered guest attempting to check-in with an aggressive pet dog, registered guests attempting to check-in with more guests than what were originally registered (i.e. occupant numbers now over the cabins max capacity), etc.**

**9. RENTAL DEPOSITS/ PAYMENTS** – A rental deposit equal to 50% of the total rental rate is required in advance for the registration booking to be complete and confirmed by the Owner/Operator. This deposit is non-refundable and non-transferrable - no exceptions. The advance payment is not a damage deposit. Rental rates on website. Cabin rental is only guaranteed at such time that the advance 50% deposit has been received. No holds are permissible. The remaining **50% BALANCE OF RENTAL FEES** are due upon guest's check-in on site – No ATM service on-site.

Advance rental deposits are accepted in the following payment options:

- 1.) E-mail Money Transfer, 2.) PayPal transfer, or 3.) Certified Cheque or Money Order payable to: **Bayside Resort.**

\*No personal cheques accepted as payment. USD are subject to Canadian exchange rates at time of booking.

**10. CANCELLATIONS/ NO SHOWS** – Full-out no-shows will forfeit the rental deposit. Any booked guest wishing to cancel their full rental booking or part thereof, including if decided on an early departure does not warrant any refund of the provided rental deposit and/or rental fees from Bayside Resort. **Bookings are non-refundable/ non-transferrable.**

**11. 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 to their rental length that results in a shortened stay at Bayside Resort must be made at least ninety days (90) with the Owner prior to the check-in date.

**12. 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 may be considered.

**13. RENTAL FEE INCLUSIONS** – 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 the Bayside Resort website for full up-to-date details.

**14. 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 the following are met:**

- a.) The Owner/Operator has been fully informed of the no. of additional guests expected on property (per day/night applicable) and their full names must also be added onto the original signed rental agreement for that cabin booking.
- b.) The maximum number of acceptable guests (6 max) staying on site per cabin has not been exceeded.
- c.) There is sufficient parking available for these additional guests on site. Otherwise, street parking is best alternate.
- d.) These additional guests are covered under your agreement and you as the renter take full responsibility for the additional guest's actions while renting this cabin rental property.

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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 (2) occupancy based rental rates meaning \$15.00 more for each guest/night.

Children under 2 years of age are FREE. Anyone over 2 years of age and up are applicable to incur the additional \$15.00/night rental fee. These additional rental fees are due upon Check-in.

**15. 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 tidy up.

**16. FISH CLEANING** – Absolutely no fish are permitted to be cleaned inside cabins at any time 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. Extra garbage bags are inside of cabins.

**17. PARKING** – The resort is equipped with ample parking for paying patrons and their guests in a designated area as you enter the property. **Any others found parked on property will be towed solely at the vehicle owner's expense. While parked on resort premises the Owner/Operator is not to be held responsible for any losses (theft) and/or damages that may occur to guest's personal property (vehicle or vehicle contents).**

**18. LANEWAY** – The main entranceway or (single) laneway into/out of the resort property is to be kept clear for all incoming deliveries, including for any potential emergency situations.

- + Resorts laneway cannot be used for parking of vehicles or trailer at any time (day or night).
- + Guests may pull up to their rented log cabin to deliver items, but only if kept to a max of 15mins.
- + Front of the resort property within the laneway is an IDLE FREE ZONE, especially if operating on diesel.

**19. 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 are no sign-up lists for using 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 of said equipment to the Owner/Operator after use/before your departure, including any operational issues and/or damages sustained during your usage of said equipment (i.e. paddleboats, canoes, paddles, etc.).

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

**20. NOISE RESTRICTIONS** – With respect for all other guests staying at Bayside Resort and the tranquility of the premises all renters and their visiting guests are requested to adhere to resorts **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 this rule voids the Cottage Rental Agreement.
- + Disrespectful guests will be asked to immediately vacate resort property and will not be subject to any refund.

**21. STORM POLICY** – No refunds will be provided in the event of storms or inclement weather. This is inclusive of times the Resort has no hydroelectricity as this occurrence would be out of Owners control. In these instances, there will be No running water, nor lights, Wi-Fi, TV service, yet each log cabin will continue to be heated (via fireplace or in-floor). The kitchen stovetop and BBQ will be operational for cooking. The Owners will ensure guests are supplied with a flashlight and water in times of the Resort being powerless. Guests will be updated on power restoration times, as deemed appropriate.

**22. 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.

**23. WRITTEN EXCEPTIONS** – Any exceptions to the above-mentioned policies, including the Zero Tolerance measures noted, must be approved in writing in advance of rental time by the Owner/Operator of Bayside Resort.