

## RENTAL AGREEMENT.

Date: \_\_\_\_\_

### BETWEEN

LESSOR
Name: Michèle Thériault
Address: 1130 rue Bresse
City/Town: Ascot Corner
Province: Québec
Postal code: J0B 1A0
Main telephone: 819-791-3699
Secondary telephone: 819-823-9288
E-mail: info@misapart.net

LESSEE
Name:
Address:
City/Town:
Province:
Postal code:
Main telephone:
Secondary telephone:
E-mail:

RENTAL PROPERTY			
Establishment: Misapart			
CITQ establishment No.: 297081			
Category:	<input type="checkbox"/> Tourist home	<input type="checkbox"/> Other establishment	
Address: 1130 rue Bresse			
City/Town: Ascot Corner	Province: Quebec	Postal code: J0B 1A0	

GENERAL RENTAL INFORMATION			
Arrival date:		Arrival time:	
Departure date:		Departure time:	
N° of adults:	N° of children 8-11:	N° of children 2-7:	N° of babies 0-2:

COST (according to bill details)	
Length of stay:	Number of nights:
<b>Subtotal</b>	\$
Accommodation tax	\$
GST	\$
QST	\$
<b>Total (in CA\$)</b>	\$

PAYMENT CONDITIONS	
Deposit:	Means of payment:
Reservation confirmation:	Date:

TRANSACTIONS			
	Date	Amount	Signature
Reservation deposit received			
Balance of rent payable 4 weeks before stay			
Balance of rent received			
Damage deposit received			
Damage deposit returned			
Balance due			

## THE PARTIES AGREE AS FOLLOWS:

### 1. RESERVATION

- 1.1 The deposit required when booking is \$ 2,000 for large groups and \$ 400 for small groups. The balance of the rent is payable 28 days before the date of the beginning of the stay.
- 1.2 When the reservation is made fewer than 28 days before arrival, payment must be made in full.
- 1.3 A security deposit of 5000\$ is required with any leasing agreement.
- 1.4 The lessor will accept payments by certified check (in Canadian funds), payable to Misapart.

### 2. CANCELLATION POLICY

- 2.1 Cancellations must be made in writing, sent to the Lessor.
- 2.2 If the cancellation is received less than 60 days before the date of arrival, an amount of 1000\$ will be retained by the Lessor as damages.
- 2.3 If the cancellation is received fewer than 28 days before the date of arrival, the Lessee must pay the entire rental amount, except for the damage deposit, which will be returned.
- 2.4 If the stay must be cancelled or interrupted because of unforeseeable problems with the building (water, electricity, etc.), the Lessee will be liable only for the cost of the days rented. The cost for the remaining days will be refunded, but there will be no additional penalty payable by the Lessor.

### 3. RULES: USE OF RENTED PREMISES AND LESSEE'S RESPONSIBILITIES

- 3.1 No smoking in the unit and within 10 m of it.
- 3.2 No animals allowed.
- 3.3 No object that may damage the property such as stiletto heel, any shoes making marks or used outdoors are allowed pass the entrance cubicle.
- 3.4 The Lessee must inform the Lessor of any damage or breakage caused during the stay as well as additional costs incurred such as long distances calls, movie rentals, video games, bathroom accessories, etc.
- 3.5 The Lessee is liable for material damage in or to the unit rented during the rental period for any cause whatsoever, except damages resulting from construction defects, lack of maintenance, natural disasters, and any damage covered by the Lessor's residential insurance policy. The Lessee agrees to hold the Lessor harmless from any claim whatsoever resulting from damages for which the Lessee is responsible.
- 3.6 The Lessee is responsible for the actions of any other person on the rental premises, including fire, theft and vandalism.
- 3.7 The wood fireplace can only be operated by the owner and his staff.
- 3.8 The Lessee agrees to respect the rental premises and leave them in the same condition as when they were rented. Furniture and objects for the Lessee's use must be handled with care and used only for the purposes for which they are intended. Furniture may not be moved from their settings.
- 3.9 The Lessee agrees not to use any premises other than those rented and to respect the property of neighbours and other local residents.
- 3.10 The Lessee is liable for all damaged furniture or objects, for any damage caused to the rented premises, including the grounds and outdoor facilities.
- 3.11 The Lessee must read the instruction manuals provided before using the kitchen appliances and ensure that the rules are applied. The Lessee will be held responsible for any damage or injury resulting from improper use.
- 3.12 The lessee understands that the kitchen is not child safe and will provide an adequate surveillance at all time.
- 3.13 The Lessee is responsible for the safety of the persons on the rented premises. He must ensure monitoring of water environment such as swimming pool, spa and pond. He must ensure that people and goods are not at risk in snow and ice fall areas. Children must at any time remain on the surveillance of adults 18 years and older.
- 3.14 The Lessee agrees to abide by reasonable rules of conduct and not to disturb neighbours or other local residents. The Lessee must keep noise to a reasonable level, both inside and outside the unit. Noise must be kept to a minimum after 9 P.M.
- 3.15 Any defects noted by the Lessee during the rental period must be reported immediately.
- 3.16 The number of people authorized to stay in the rental unit, as indicated in this agreement, may not be exceeded. Visitors must be identified and must pay the amounts due according to the length of stay.
- 3.17 The Lessee must respect the spiritual theme of the chalet and associated activities. He must remain polite, sober, patient and respectful of people and property. No misconduct will be tolerated during the rental.

#### 4. IMPORTANT CONDITIONS

- 4.1 The Lessee agrees to respect the rules of the establishment at all times. This commitment also extends to people accompanying the Lessee and his or her guests.
- 4.2 The establishment may be rented for vacationing purposes only.
- 4.3 The establishment has a maximum capacity of 60 people for stays with overnight or 80 people for stays without overnight.
- 4.4 The Lessee may not transfer his/her rights under this rental agreement or sublet the unit.
- 4.5 If, on the date of departure, the Lessee does not leave at the time stipulated in the agreement, additional charges of 200\$/hour will apply.

#### 5. CHECKLIST BEFORE LEAVING THE UNIT

Before leaving, the Lessee must ensure that:

- 5.1 The dishes are done, things or stored at their place and the lights are off.
- 5.2 The garbage is left out in the right place.
- 5.3 The windows are closed and locked.
- 5.4 The outside doors are closed and locked.
- 5.5 The keys are left in the agreed spot.

#### 6. GENERAL PROVISIONS

- 6.1 This short-term rental agreement may be amended only in writing.
- 6.2 Even if any of the provisions in this agreement is deemed null and void, the other agreement provisions remain valid. The parties must come to an agreement reflecting as much as possible the economic objectives of the two parties to this agreement in order to replace the provision deemed null and void.
- 6.3 This agreement is to be governed and interpreted in accordance with the laws in force in the Province of Quebec and in Canada.

#### 7. OTHER PROVISIONS

- 7.1 The Lessor guarantees that the establishment holds a valid classification certificate issued by the Corporation de l'industrie touristique du Québec in accordance with the *Quebec Act respecting tourist accommodation establishments*.
- 7.2 The Lessor may not be held liable for any accident, injury or illness that may befall the Lessee or his/her guests during the stay. By accepting this provision, the Lessee and his/her guests accept the risks associated with their stay at the establishment.
- 7.3 The Lessor may not be held liable for the damage, theft or loss of the property of the Lessee or his/her guests during their stay.
- 7.4 The Lessor and/or his agents may be present in the building and/or assist during the stay.
- 7.5 The Lessor may terminate the lease and evict the Lessee without possibility of reimbursement if the terms in this contract are not respected.

#### SIGNATURES

I, the undersigned, state that I have read this agreement and agree to abide by its obligations. In witness whereof, I have signed on this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Lessee's name:

Lessee's signature:

Lessor's name:

Lessor's signature: