

Snazzy Getaway Vacation Rental Agreement

April 22, 2024

This Vacation Rental Agreement ("Agreement") is entered into between Snazzy Getaway Vacation Rentals – operated by Althea Allick, hereinafter referred to as "Owner", and the "Renter". This agreement comes in force at the time that the Renter makes the booking and completes payment. This agreement only applies when the Renter has booked through the www.snazzygetaway.ca website, or directly with the owner. Bookings made on other websites such as Airbnb, or Vrbo are subject to the Rental Agreement provided on those sites.

Property Information:

Owner agrees to rent to Renter the vacation property as specified at the time of booking and completion of payment, through the www.snazzygetaway.ca website, hereinafter referred to as the "Property," for the duration of the rental period specified in that booking – the "booking period".

Rental Period:

The rental period shall commence on the start date of the booking period, at the check-in time no earlier than 3:00 pm local time, and shall terminate on the final date of the booking period at the check-out time, no later than 11:00 am of the booking period. Check-in and check-out times can be adjusted when agreed upon, in writing, by both parties to this agreement.

Rental Fee and Payment Terms:

1. Renter agrees to pay the total rental fee as specified on the www.snazzygetaway.ca website booking system, at the time of booking, for the duration of the rental period. This fee includes the rental fee, a cleaning fee, and all applicable taxes as well as a security deposit as specified in this agreement below.
2. Full payment is required to secure the booking, should full payment not be received within 24 hours of booking, your reservation will be released.
3. Payments can be made via the Owner's Paypal website gateway, at the time of booking. Paypal payments are secure and www.snazzygetaway.ca, the Owner, or associated employees of the owner do not receive or store the Renter's account information, just acknowledgement of payment. A Paypal account is not required for payment using this method, and the Renter may pay by credit card. Paypal payments are fully automated.
Alternatively, the Owner can accept payment by electronic transfer (e-transfer) from the Renter's financial institution. If the Renter has selected the e-transfer method of payment at the time of payment, the Renter will be provided with the details at the time of booking, via e-mail and payment must be made and confirmed within 24 hrs. Payment via e-transfer are manually processed by the Owner and there may be a delay in receiving a confirmation of payment from SnazzyGetaway.ca. E-mail

messages are sent to the Renter's email address as provided in the booking process. Should the booking related messages not be received in the Renter's e-mail box during or after the booking process, the Renter should check their Spam, or Junk Mail folder. Messages coming from *@snazzygetaway.ca should be put on the Renter's e-mail "whitelist", or be flagged as an accepted sender. The Owner is not liable for any issues or damages due to non-receipt of confirmation messages. Should messages not be received the Renter should contact the Owner directly using alternative method such as a phone call.

Security Deposit:

1. Renter shall provide a security deposit of \$200 (Pim St. property and Trunk Rd. property) or \$300 (Heyden Lake property) to cover any damages to the Property or its contents during the rental period. Damages also include loss, theft, or excessive use of utilities. Damages do not include normal wear, or failure of items that can have a limited life span, as determined by the Owner. Damages may also include an amount for lost revenue for the Owner, in the case where a subsequent Renter can not use the property due to the damage done by the Renter.
2. The security deposit shall be refunded by the Owner within 3 business days of the end of the rental period, less any deductions for damages or additional expenses incurred.
3. If any losses or damages are incurred in excess of the security deposit, the Renter agrees to pay for the losses or damages in full on or before the time of check-out. The Owner will not charge in excess of the cost of repair or replacement of damaged property.
4. In the event of damages, the Owner shall be notified by the Renter immediately. Failure to give notice to the Owner by the Renter in a timely fashion, and/or before check-out may forfeit a refund of the security deposit.

Cancellation and Refund Policy:

This cancellation policy is designed to be fair to both the Renter and the Owner, and not meant to penalize a Renter for a cancellation. Cancellations represent a loss to the Owner in that by booking, the Renter has reduced the possibility of the Owner renting to another guest during the rental period should the Renter cancel. Should the Owner have another renter book the property during the time period that the Renter has cancelled and has received no refund, or a partial refund, the Owner may increase the refund to the Renter, at the sole discretion of the Owner. The amounts quoted below are therefore the minimum refund amounts the Renter will receive after cancellation. Refund amounts quoted below are for the accommodation charges and applicable tax.

1. For cancellations by the Renter made less than 24 hours after booking, and more than 14 days before the check-in date: The Renter can cancel the booking and will receive a 95% refund, the Owner retains 5% to cover costs of payment and refund processing. The cleaning fee and security deposit will be fully refunded.

2. For Renter cancellations more than 24 hrs after booking, and more than 14 days before the check-in date: no refund for the first two days booked, 50% refund for days 3 - 7, and 95% refund for days 8 and up. The cleaning fee and security deposit will be fully refunded.

3. For Renter cancellations less than 7 days away from the check in date: no refund for the first 7 days booked. 50% refund for days 8-14, and 95% refund for days beyond 14. The cleaning fee and security deposit will be fully refunded.

4. For cancellations made by the Renter during the Renters stay: no refund will be made for the first 14 days remaining in the Renter's booking period, a 95% refund will be made for any remaining days beyond 14. The security deposit will be refunded, less charges for any damage. The cleaning fee will not be refunded in this case.

5. In the rare event that the Owner must cancel or change the booking: the Renter will be notified as soon as possible and will be offered a full refund. If mutually convenient, the Owner and Renter may also negotiate to arrange alternative accommodations, rebook different dates, an extended stay, a discount on future bookings or other similar arrangements. Reasons forcing the Owner to cancel may include unsuitability to rent the property due to equipment breakdowns (eg. Heating issues), damages incurred by previous tenants requiring time to repair, damages due to fire, flood or similar issues. A valid reason for cancellation may also include technical issues such as double booking a property due to calendar syncing malfunctions between websites where the property is listed. Realizing that this type of cancellation may be a huge inconvenience to the Renter, the Owner will attempt to assist the Renter in finding alternative accommodations if the dates of stay can't be changed, or the property remains unsuitable for a longer period of time.

6. The owner may cancel the booking and evict the Renter if the renter fails to abide by the property rules, and/or the law of the land; or causes damage to the property. The Renter is not entitled to a refund in such cases, but may be offered one by the Owner at the sole discretion of the Owner.

Use of Property:

1. Renter agrees to use the Property solely for vacation or work-related accommodation purposes and not for any illegal or commercial activities.

2. The maximum number of occupants allowed at the Property is 4 persons for the Owners two bed accommodations at the Pim St. and Trunk Rd. locations, and 6 persons at the Owners 3 bed accommodation at Heyden Lake. Additional guests may only stay with prior approval from the Owner and may be subject to additional fees.

3. Renter agrees to comply with all applicable laws, rules, and regulations governing the use of the Property.

4. For security purposes of both the Owner and Renter, the Owner may request verification of identity of the Renter by asking for valid government issued ID (drivers license, passport, etc.). The information should be the same as what the Renter provided during the booking process. This request may be made

by the Owner at the time of booking, at the time of check-in, or during the Renter's stay. The Owner will not place any information collected in any database, website, or publicly accessible location and will not share with others, other than the Owners staff – on a need-to-know basis, or a legal entity if requested. The Renter agrees to provide valid identification if/when requested.

Check-in and Check-out:

1. Renter shall check-in at the Property at the designated check-in time of 3:00 pm or later on the start date of the rental period.
2. Renter shall vacate the Property and by the designated check-out time of 11:00 am on the end date of the rental period.
3. Check-in or check-out times can be adjusted upon request by the Renter and approval by the Owner.
4. The Owner shall notify the Renter of the entrance keypad code used to gain entrance to the property on the day of check-in, before the check-in time. Notification shall normally be by text message to the Renter's phone, but alternative arrangements can be made in advance by the Renter and Owner, including a phone call, or an email.
5. The Renter accepts that the Owner may, or may not be in attendance at the time of check-in to greet the Renter, and/or check the ID of the Renter to confirm identity.

Maintenance and Rules:

1. Renter agrees to maintain the Property in a clean and sanitary condition and to promptly report any damages or maintenance issues to the Owner.
2. Renter shall abide by all house rules and instructions provided by the Owner, including but not limited to noise restrictions, smoking policies, and pet rules. Rules are posted inside, near the entrance door of the Property, and are published on the SnazzyGetaway.ca website under the menu item entitled [‘About – Rental Property and Rules’](#)

Indemnification:

Renter agrees to indemnify and hold harmless the Owner from any claims, liabilities, damages, or expenses arising from Renter's use or occupancy of the Property, except to the extent caused by the Owner's negligence or willful misconduct.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Ontario and Canada. All Properties, with exception to the property located in the unorganized Township of Aweres, (known commonly as Heyden) are also governed by the by-laws of Sault Ste. Marie, Ontario.

Entire Agreement:

This Agreement, along with the rules and policies posted at the Owners properties and on the www.snazzygetaway.ca website under the heading “[About – Rental Policy and Rules](#)” constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

Signatures:

This document is considered to be signed by the Owner and the Renter as a result of the Renter clicking on the “Accept” checkbox during the booking process on the www.snazzygetaway.ca website.