

# Vacation Rental Agreement with Elk River R.V. Rentals

## Vacation Rental Agreement Contract and Definitions

### Agreement between Guest and Elk River R.V. Rentals:

This Vacation Rental Agreement, is being entered into by \_\_\_\_\_

("Guest") whose address is:

\_\_\_\_\_

and Elk River R.V. Rentals whose address is Box 23, Site 1, R.R.2, Rocky Mtn. House, AB., T4T 2A2

On this day (Date) \_\_\_\_\_ of \_\_\_\_\_.

The Trailer is going to \_\_\_\_\_

Dates the Trailer is need:

From \_\_\_\_\_ To: \_\_\_\_\_

Number of Days \_\_\_\_\_

Number of Guests \_\_\_\_\_

Guest agrees to take sole responsibility for this agreement on behalf of all guests attending premises referred to in this agreement as the Party. This includes, but is not limited to friends, family, acquaintances and strangers directly or indirectly invited to attend the premises during the Guest's stay. Guest agrees that he will essentially treat these premises and his responsibility towards them as he would his own. Additionally, he agrees to be completely responsible for the safety and wellbeing of his Party during the terms of this lease.

As such, Guest is responsible for, but not limited to, damages, liability and legal costs (including those of the Elk River R.V. Rentals) for any incident resulting from his negligence as the person responsible for the entire Party.

**Rental Payment.** Guest shall pay to Elk River R.V. Rentals a deposit in the amount of 50% of the total number of days (not including GST) at the time of Booking and then the remaining rental fee plus the GST is due One week prior to the Rental Date. Payment can be made through cash, certified check, e-mail transfer, MasterCard, or Visa.

**Cancellation Policy.** All cancellations will result in \$100. being withheld. If you cancel within One week prior to the date of rental, you will forfeit the entire amount.

**Damage Deposit.** Guest agrees to pay to Elk River R.V. Rentals a deposit in the amount of 100% of the rental fee (not including GST) Due One week prior to the rental date as a damage deposit to be kept by Elk River R.V. Rentals until Three Days after Check-out (provided there are no indications of potential damage). Those items that will be included in the inspection Check List and inspected for damages will be but are not limited to those items listed in **Schedule A** of this contract. Payment will be made through cash, certified check, e-mail transfer, MasterCard, or Visa made payable to Elk River R.V. Rentals.

### **Duties of the Guest**

**Condition of the Trailer.** Guest shall leave the Trailer in the same condition it was found at Check-in as described in Schedule A of this contract. In addition to this, the Guest will leave the place cleaned as describes in Schedule B of this contract. Guest agrees that any items not listed in Schedule A, but are damaged during the stay (as observed by an Elk River R.V. Rental employee or cleaning contractors later) will be included in the final tally of any damages Guest is responsible for:

**Smoking.** Guest understands that the units are non-smoking units, and agrees to smoke only outdoors. If the Guest`s party smokes in the Trailer, Elk River R.V. Rentals may deduct cleaning fees from the damage deposit in the amount of \$250.

**Lost and Stolen Items.** Elk River R.V. Rentals is not responsible for lost or stolen items of the Guests. Guest is responsible for the replacement cost of any stolen item from the premises during the course of the stay of this rental agreement.

**Damage from Pets.** Guest understands that the costs to repair any damages resulting from unattended or misbehaved pets belonging to the Guest or the Guest`s party will be deducted from damage deposit

**Storms and Personal Property Damage.** Guest agrees that any kind of damage resulting to the party`s personal property due to storms, or acts, or nature, or vandalism, or anything else unforeseen is their sole responsibility and none whatsoever of Elk River R.V. Rentals.

**Full Disclosure.** Guest agree that the premises are found to be very clean, in good working condition, fully functional, well maintained and gas no issues whatsoever with anything regarding the unit.

**Governing Law.** This agreement shall be governed by the laws of the province of Alberta. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and provincial courts located in Alberta, an applicable, for any matter arising out o f or relating to this Agreement.

**Indemnification.** Guest agrees to indemnify and hold Elk River R.V. Rentals harmless from and liability for personal injury or property damage sustained by Guest of other parties attending the premises as a result of the Guest`s invitation (either direct or indirect).

**Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

**Guest**

\_\_\_\_\_ (sign)

\_\_\_\_\_ (print)

Driver License \_\_\_\_\_ Expiry \_\_\_\_\_

**Elk River R.V. Rentals**

\_\_\_\_\_ (employee)

Date \_\_\_\_\_

## **Vacation Rental Agreement with Elk River R.V. Rentals**

### **Schedule A**

#### **ITEMS UNDER CONSIDERATION FOR THE PURPOSES OF DAMAGE DEPOSIT**

On Check-in a walkthrough of the Trailer will confirm the good, working, clean and functioning state of all items listed on the Check list (but not limited to). Both an Elk River R.V. Rental representative and Guest will perform the walkthrough and make any special notes regarding any of these items and their state on this document along with initials to confirm.

Prior to Check-out, the Guest will have completed all duties and responsibilities in tis contract to clean and have the premises in a stat ready for a final walkthrough by an Elk River R.V. Rental representative.

If the Representative finds the contract obligations have been filled and there is no indication of concern, the representative may decide to refund the damage deposit immediately. This decision is at the sole discretion of the representative.

The Check List for the Trailer being rented will be left on the counter; (Please initial that they are all there and in good working order).

Guests agrees that the following Electronics, Appliances, Supplies, and Furniture listed were found to be in good working order with no damage upon arrival and Check-in walkthrough. Any discrepancies have been duly noted below:

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## Schedule B

### CLEANING REQUIRED ON CHECK-OUT

Below is a list of items that Guest agrees to perform prior to Check-out and final walk through of premises by an Elk River R.V. Rental representative. The spirit of this agreement is to leave the premises in the same condition it was found so that future guests can also enjoy it.

List of Cleaning Tasks to be performed before Check-out

Sweep the floors in the trailer.

Pick-up any pet droppings left by pets brought by person(s) and dispose of droppings.

Wipe down and clean counters

Wash and put away all dirty dishes, pots and pans

Dispose of garbage.

Remove all food from refrigerator and freezer

Place all laundry, (dish cloths, tea towels, and cleaning rags) in the bath tub

The Guest understands that if he does not wish to fulfill these cleaning responsibility there will be an additional fee charged equal to that charged by the cleaners hired by Elk River R.V. Rental to do the job on Guests behalf. Elk River R.V. Rentals will deduct these costs from damage deposit and provide a receipt. These charges will vary depending on the state of the trailer at the time of Check-out. The minimum charge will be \$100. If we do it.

Note: Please notify us in advance if you decide to have cleaning staff perform these duties if you suspect additional cleaning or repair is necessary prior to next Guest's Check-in Day at time of Check-out.

### THE FOLLOWING ARE SUPPLIED

Cleaning Supplies, Dishes, Cutlery, Pots and Pans, Coffee Maker, Toaster, Toilet Paper, Basic First Aid Kit, Bar-B-Que

### Items that Guest needs to Supply

Your own pillow, and bedding

Pet Supplies

Condiments, food, and beverages

Bug spray, sun block, medicine, and pharmaceutical and first aid supplies

Outdoor toys for children

Beach towels and other Camping Gear

