



Terms & Conditions

Rental License Agreement

This license agreement is between you, the Licensee of rental property, hereafter referred to as Guest(s) and, Diamond Valley Cottage Rentals, hereafter referred to as DVCR, Kendall and Billie Jane Leckie authorized as the owner of said rental property, hereafter referred to as Owner.

1. LICENSE

- In consideration of the monies paid and promises contained herein, the Owner does hereby grant to the Guest, the license to use those premises during the period as indicated in the reservation.
- Guest acknowledges that he/she is occupying the premises only as a licensee of the Owner, and that this agreement does not create a landlord-tenant relationship nor any other interest in the Owner's property.

2. RESERVATIONS**

- For the reservation to be confirmed, Guest must agree to the Terms and Conditions via <https://DiamondValleyCottages.com> or DVCR must receive this signed agreement and the Reservation Deposit within 3 hours of reservation creation. If the reservation is created on a 3rd party travel site, such as Airbnb, Guest agrees to their Terms and Conditions as well.
- The Reservation Deposit (50%) will be automatically billed to Guest at the time of reservation creation.
- The Remaining Balance Due will be billed 30 days prior to check-in, or on reservation creation date if the reservation is made within 30 days of arrival. If Guest would like to use a different method of payment for the Balance Due, Guest must notify DVCR prior to Balance Due Date.
- If guest requests to use a different method of payment AFTER Balance Due Date, guest will incur a 3% processing fee that will be added to the new payment.
- All reservations must be paid for to block DVCR calendars and to hold the reservation. Any reservation that is not confirmed as described above will be automatically cancelled.

3. PAYMENTS**

- Payments may be made by Interac email transfer, wire transfer or PayPal.
- Payments by cheque must be received 30 days prior to check-in date.

- There is a \$25 charge for returned cheques. DVCR does not redeposit returned checks; they must be replaced with an Interac email transfer, wire transfer, PayPay payment, cashier's check or money order.

4. **CANCELLATION****

- If Guest wishes to cancel his/her reservation, the deposit will be non-refundable.
- Cancellation is to be made before final balance is due
- If Cancellation occurs after the final balance is paid, all monies will be non-refundable.
- Cottage rental bookings are non-transferable

VACATION RENTAL INSURANCE

Contact your Insurance provider:

Travel insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances such as illness, injury and job loss that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you protect your vacation rental investment.

5. **PEACE OF MIND – SDW – SECURITY DEPOSIT WAIVER ****

- DVCR offers accidental damage coverage for every reservation in lieu of requiring a large cash security deposit. This does not limit Guest liability to the amount of coverage; Guest may still be liable for full replacement costs due to damage or loss that occurs to the premises and its contents during Guest's reservation.
- Guest will be charged for all damage or loss that is in excess of Guest's (SDW) security deposit waiver and for damage that is NOT covered by the (SDW) security deposit waiver, including but not limited to; intentional damage, unauthorized pets, additional cleaning, any fines issued by governing bodies for items such as, but not limited to, noise, trash, or parking fines.
- If damage or loss occurs, Guest must immediately report details of the incident or loss to DVCR for the incident to be covered. Guest should report any missing or broken items within 24 hours of arrival to avoid any liability.
- If Guest chooses to book through a 3rd party (such as Airbnb), a refundable Security Deposit of \$500 will be required by Guest. The Security Deposit amount will be added to the total of the reservation and will be processed immediately.
- Upon Guest's departure of the property, the Security Deposit will be refunded, minus any damage cost or fees or fines incurred. The Security Deposit refund may take up to 30 days after the departure date, depending on circumstances such as, but not limited to, Guest's financial institution, notification from governing bodies regarding fines, and charges for excessive use of utilities.

6. **GOOD NEIGHBOR POLICY**

- Guest agrees to observe the following restrictions as a GOOD NEIGHBOR POLICY. Failure to do so is grounds for immediate termination of the Guest License Agreement AND eviction without refund.

- Absolutely NO parties, large events, kegs, drugs, tents, or loud music. Overcrowding is not permitted.
- DVCR represents a few properties which will allow a small family gathering. Such gatherings must be approved prior to arrival and may require an additional fee. Please consult a DVCR representative for further information and availability.
- Guest understands that premises are located in a residential area and that neighbors live in close proximity. Respect for the residents is of utmost importance.
- Guest will be held responsible for all fines and penalties per incident for neighborhood complaint calls made to the police or complaint calls to DVCR after hours emergency number (613-622-5608), or any other neighborhood complaint regarding Guest noise, nuisance and parties, DVCR HAS A ZERO TOLERANCE POLICY.
- Quiet hours are observed between the hours of 10:00 PM and 8:00 AM. Guest recognizes that other properties and neighbors are in close proximity and that noise is easily heard when outside.
- When leaving or returning to the property, please do not cause any excessive noise. Guest understands that the property is located in a residential area and that neighbors live in close proximity.
- Always follow posted rules when staying in a Diamond Valley Cottage Rental and common area use.

7. **NON-SMOKING POLICY**

- All properties are NON-SMOKING units. Guest will be held financially responsible should smoking take place in or on the premises during Guest's stay including, but not limited to, additional cleaning and deodorizing expenses for carpet, drapery, and upholstery and all other costs associated with returning the property to a non-smoking condition. This applies to the use of cigarettes, cigars, pipes, incense and any other use of the like. There are no exceptions.
- If you are staying at a Diamond Valley Cottage Rental and must smoke, please do so outside after closing all doors and windows. Preferably off the property.
- If the property smells of smoke after your departure, you will be billed for all costs incurred by returning the premises to a non-smoking condition.

8. **EARLY CHECK-IN AND LATE CHECK-OUT REQUESTS**

- If Guest departs later than 10:00 AM without prior approval by DVCR, Guest will be subject to a late departure fee equivalent to one night's rent and / or \$25 per 30 minute overage.
- Guest must submit a late check-out request no later than 48 hours prior to the departure date to be considered by DVCR. A DVCR representative will notify Guest regarding the decision of the request.

- DVCR does NOT guarantee earlier check-in times or later check-out times, but will consider all requests contingent upon availability, maintenance issues, cleanliness, and other deciding factors.

9. MAINTENANCE AND REFUNDS

- **ABSOLUTELY NO REFUNDS** for items that DVCR was able to address and resolve within the time-frame of the Guest's stay. Any issues should be reported immediately for DVCR or the homeowner to attempt to resolve by Guest's departure date. Repairs are corrected in as timely a manner as possible, and non-emergency repairs may take up to 24-48 hours.
- **ABSOLUTELY NO REFUNDS** will be issued due to a malfunction in equipment including, but not limited to, kayaks, peddle boat, canoe, life jackets, the complimentary game equipment, electronic equipment in the property, and other minor maintenance issues.
- **ABSOLUTELY NO REFUNDS** will be issued over neighborhood activities or construction. Guest may encounter inconveniences including, but not limited to, construction work or other events that may occur in any densely populated residential areas, parties or loud noises caused by non-DVCR guests or properties, street noise, no street parking, road closures. If DVCR is made aware of such an event, you will be contacted as soon as possible and may have the option, if it exists, to move to an alternate property.
- **ABSOLUTELY NO REFUNDS** for extenuating circumstances such as, but not limited to, flight delays or cancellation, the weather, pests or insects in/and around the property, alley/street conditions, neighbor's trash, no parking, rude neighbors, nearby construction, street noise, neighborhood demographic, and outages with internet/phone/cable/power.
- DVCR reserves the right, if necessary, for maintenance staff to enter the premises during business hours for repair, care, or management of the property. DVCR will make every effort not to disrupt Guest's vacation and will first attempt to contact Guest to schedule best times to enter the property.

10. KEYS

- Guest will either receive a personal electronic door code or keys for the premises.
- If the property requires keys, Guest must leave additional set(s) inside the unit with door unlocked upon departure. If keys are not returned as directed, a locksmith fee of \$100.00 will be charged to Guest.

11. ACCOMMODATIONS

- **ABSOLUTELY NO REFUNDS** will be given due to Guest's personal likes or dislikes and/or "personal preferences" such as but not limited to, decor, location, size of the rooms or property, views, distance to areas of interest, not offering items that are not listed in the property description. Property descriptions, photos, location, and reviews are accurately posted on <https://diamondvalleycottages.com> (Upgrades may have taken place since posted photos). Guest acknowledges responsibility over their due diligence in researching every feature and amenity the property has to offer.

- Guest claims responsibility in thoroughly researching every feature and amenity the property has to offer.
- Guest acknowledges that every rental property is privately owned and reflects the taste of each owner.
- Every effort has been made to ensure accurate and complete information in the Rental License Agreement and on the websites. However, DVCR cannot be held responsible for typographical errors, omissions, environmental factors, price changes and changes made by Owner in furnishings, equipment, bed arrangements, any erroneous descriptions on 3rd party travel sites..
- All properties are fully furnished for normal housekeeping in “turn-key” condition. Kitchens are equipped with dishes, cookware, flatware, glasses, and basic appliances. Additionally, all linens, including sheets, blankets, and towels are furnished.
- A starter-kit of some toiletries and cleaning supplies are provided. However, it will be Guest’s responsibility to purchase any additional supplies once the starter-kit is depleted, if needed.

12. **PARKING**

- Please see <https://diamondvalleycottages.com> for details on parking.
- Guest must park in designated spaces only, or risk being towed at the vehicle owner’s expense.
- If additional parking is needed, Guest may park on the street. DVCR recommends taking notice of posted signs.
- DVCR or Property Owner is not responsible for any fines or citations received for illegal parking.

13. **CLEANING**

- **ABSOLUTELY NO REFUNDS** will be given due to the housekeeper or maintenance staff still present at the time of check-in.
- Guest shall keep and maintain the premises in a clean and sanitary condition at all times.
- Guest agrees to clean grill with wire brush when finished cooking each meal, if applicable.
- Upon termination of the agreement, Guest shall surrender the premises to Owner in the same condition as when received, excepting light cleaning and laundry.
- If Guest arrives early, Guest may not enter the unit or store any items in the unit until cleaning is complete. DVCR is not responsible for any lost or stolen items, injury caused by chemicals or wet surfaces.

14. **PETS**

- **ABSOLUTELY NO PETS**
- Guest acknowledges the following, as the SERVICE ANIMAL POLICY.
- Guest shall not keep or permit any animal in or on said premises unless prior permission for a Service Animal is granted by DVCR. If consent is provided, DVCR will charge a non-refundable

\$100.00 Service Animal fee to Guest's reservation to cover additional cleaning and a \$300 refundable damage deposit.

- Any additional cleaning or repair required due to the occupancy of the Service Animal will be charged to Guest's damage deposit.
- If it is found there are more animals/pets than agreed to on the premises or there are complaints from neighbors regarding excessive noise or nuisances caused by animal/pet, Guest will be asked to vacate the property immediately with no refund.
- Pets must be attended to at all times and not left alone on the property.

15. **LOST AND FOUND**

- DVCR cannot be held responsible for items left in the vacation rentals. Guest is encouraged to double-check the property for personal items prior to departure.
- If DVCR is asked to return items to Guest, DVCR will do so for a service charge of \$25.00 plus applicable shipping charges, which will be billed to Guest(s)
- Items not claimed after 14 days will be donated to local charity.

16. **TERMINATION OF RENTAL**

- DVCR reserves the right to refuse or discontinue Rental License Agreement if in its opinion the Guest is detrimental to the property. Any violation of the above mentioned policies will result in immediate eviction with loss of entire rental amount.

17. **CREDIT CARD****

- Credit Card payments shall be made via PayPal.

18. **WAIVER, INDEMNITY, AND RELEASE OF LIABILITY**

- Registered guest must meet the minimum age requirement of 21.
- Guest acknowledges penalties and/or eviction without refund, if the number of guests exceed the property's stated limit.
- Guest agrees that he/she is solely responsible for any property damage, accident or personal injury, or loss sustained by Guest, and others in Guest's party, arising out of Guest's occupancy of the premises, unless caused by the sole negligence of DVCR or Owner.
- Guest agrees to be familiar with appliances located on the premises, and to use all furnishings in a safe and reasonable manner.
- Also available for Guest's use (shared between units) may be kayaks, peddle boat, canoe, life jackets and beach toys for children ("Equipment"). By signing this agreement, Guest understands the nature of using the Equipment and that use of the Equipment involves risks of serious bodily injury, including permanent disability, paralysis, and death.
- Guest agrees to supervise and be responsible for use of Equipment by any persons under the age of 18

- Guest further agrees to indemnify and hold Owner, DVCR and its employees, and if applicable any other group, harmless from any claims arising from Guest use of the premises and or Equipment, including risk of injury and death to Guest and others from all recreational activities of Guest while occupying the premises.

19. **FACSIMILE AND E-SIGNATURE**

- An E-Signature or Facsimile signed copy of this Agreement shall have the same force and effect as the original.

20. **DISPUTES**

- In the event of any legal dispute concerning this agreement, the prevailing party shall be reimbursed by the losing party for all reasonable fees and costs for the legal services involved. This paragraph shall survive this contract.

21. **AGREEMENT**

- Guest certifies that he/she has carefully read and agrees to the terms of this agreement and by clicking the accept button (online) or signing below, is authorizing all rental charges due and any outstanding charges remaining after departure to be charged to the reservation.

***Not applicable to Guests that made reservations through Airbnb and other 3rd party travel websites. Payment is due at the time of booking on such websites. Payment amount varies based on the company. Guests are subject to the terms and conditions and cancellation policies according to those websites as well as DVCR's.*

Guest Name (print)

Guest Signature

Date

Reservation ID Number

Thank you kindly and enjoy your stay.

Kendall and Billie Jane Leckie
Diamond Valley Cottage Rentals
613-622-5608

