



Mountain Town Properties
2277 - 2020 Washington St
Rossland BC V0G 1Y0
Consumer Protection #64451

Booking & Check In - Terms & Conditions

"The Riot Act"

The Property you are renting is a self-catered privately owned vacation property. These Terms & Conditions are required to protect the Owner's investment and to ensure your vacation is safe and enjoyable. Mountain Town Properties is acting as the Rental Manager or Booking Agent of the property on behalf of the property Owner.

CHECK-IN:

In order to release directions & keys/codes to your rental property, Rental Guests must have read and agree to this contract "Booking & Check In - Terms & Conditions" and meet the following conditions:

- i) Paid the full balance of the Reservation;
- ii) Provide a valid renter's Credit Card for the purposes of \$1,000 to be pre-authorized for Security/Damage Deposit.

Check-in time is between 4:00 - 6:00 p.m. Check-In after regular business hours must be by prior arrangement. Directions and door codes will be provided electronically prior to your arrival. If all documentation is signed and returned there is no need to meet at the office for check in. Guests can arrive directly to the home.

In the event physical keys are provided, lost keys will result in a charge of \$30 + GST per key being charged to the Credit Card on file.

Upon Check-in, the registered occupant will be required to produce photo ID.

CHECK-OUT

Check-out time is 11:00am on date of departure.

• Unless otherwise arranged in writing with the Property Manager, a late check out fee of \$40/hour will be charged to the Credit Card on file at the discretion of the Property Manager for an extend of up to 2 hours, after which a full days charge will apply.

The Renter is responsible for the following upon check-out:

- **Dishes loaded into dishwasher, and non-dishwasher safe dishes washed and left in the sink to dry;
- **Have completed a load of laundry in the dryer and another one started in the washing machine;
- **Refrigerator will be emptied and contents disposed of properly;
- **Barbecue (where applicable) cleaned, and covered with the gas turned off; heat to be set on **50F/10C (Winter only);
- **All garbage disposed of and all recycling & empties neatly organized;
- **All windows and doors closed and locked.
- **A minimum charge of \$100 will be applied and deducted from Damage/Security Deposit if the above tasks have not been reasonably performed.

SECURITY/DAMAGE DEPOSIT

The person paying for the rental of the Property is financially responsible for cost of repairs arising from any willful or accidental damage beyond normal wear and tear including but not limited to carpet/floor stains, interior wall damage, appliance repairs arising from improper use, window and window covering damage, permanent linen stains, water damage, dry cleaning costs associated with stains, breakage, theft, any other damage noted on departure. Security/Damage deposit shall be a minimum of \$1,000. Unrelated groups under 25 years of age will be required to pay an additional damage/security deposit.

Security deposit may be applied to actual damages caused by the guest and other occupants associated with the Guest. A 15% administrative fee will be applied to all damages. The Property Manager shall apply, account for or refund the Damage/Security Deposit within 21 days of departure. In the event of damage or missing items, the Guest authorizes Mountain Town Properties to recover all damages and associated fees via the Guest's Credit Card.

DEPOSIT & PAYMENT



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The first night's rent + taxes deposit is non-refundable and due at the time of booking. Full and final balance/payment is due 30 days prior to arrival (OR 60 days prior for Christmas and New Years bookings) and is also non-refundable. The final deposit will be charged to your credit card at the appropriate time. If you book within 30 days of your arrival the full cost of your stay will be charged. Please Note: Deposits and final payments must be provided via credit card (VISA, MC), email money transfer or by other agreed forms of payment.

CHANGING OR CANCELING A RESERVATION

All changes to a reservation must be requested in writing and we will do our best to accommodate date changes. Deposits and reservation fees paid are non-refundable. All payments are considered non-refundable and non-transferable upon receipt. Where full payment is required at the time of booking, all monies are deemed non-refundable and also non-transferable upon receipt of payment. Reservations may be modified or refunded at the sole discretion of the Manager and are subject to an administration fee, to be determined at the time of refund or modification. The guest will be liable for full payment if a guest does not arrive on the confirmed arrival date. If, at the sole discretion of the Manager, a deposit or payment is refunded, there will be a \$50+GST processing fee.

OCCUPANCY MAXIMUMS AND RENTAL AGE REQUIREMENTS

Occupancy of the Property during the Term is restricted to the Guest and members of his/her group listed in this agreement as the total number of occupants described in the Reservation. Occupancy maximums are limited to the number of persons sleeping in beds. Registered occupants must be a minimum of 25 years age. Upon Check-in, the occupants may/will be required to produce photo ID.

DOG & PET POLICY

We welcome well-trained and behaved dogs to stay with their owners only in designated "Pet Friendly" suites. Pets must be well behaved and are not to be left alone in the home for extended periods of time. If evidence is found that a pet has been present without prior consent of management or a permitted pet has damaged the furnishings or the rental property during the stay, minimum charge of \$500 may be applied to the Guest's credit card for all cleaning costs or repair and/or deodorizing of such damage. As a policy, pets are not allowed on furniture, couches, beds, bedding or blankets. Please bring your own pet bed. If extra time needs to be spent cleaning, vacuuming or disposing of pet hair, poop or pee (inside or out), additional cleaning charges will apply of not less than \$100 or \$40/hr. Damages caused by pets will be billed directly to the credit card on file.

NO SMOKING

All suites, including balconies and common areas are non-smoking (unless otherwise advertised). Any violation of the non-smoking policy will result in the loss of the guest security/damage deposit and the possibility of extra cleaning charges. A minimum charge of \$500 will be applied to the Guest's credit card in the event smoking evidence or odour is found in the rental property.

QUIET TIME

Quiet time is between 11 pm and 7 am. Please respect your neighbours. If it becomes necessary for security personnel or building manager to contact you regarding your failure to adhere to the quiet time guidelines we reserve the right to have you vacate your accommodations.

ACCOMMODATION RULES

- No campers, mobile homes, trailers, tents or campfires.
- House parties are prohibited. Complaints filed with the Police or the Manager will result in eviction.
- After hour's lockout calls to locksmith and expenses incurred are the Guest's responsibility. You are required to leave all keys inside the property. There will be a charge of \$40 to replace lost keys.
- Barbecuing is only permitted at rental properties that provide barbecues; barbecue must be cleaned after use to avoid an additional cleaning fee of \$40. Barbecues must not be moved. Due to safety requirements all barbecues are either Propane or Natural Gas, do not use briquettes or fire starter in these barbecues. If briquettes are found in the barbecue additional charges at a minimum of \$100 will be applied. If the barbecue no longer functions as a result of this, you will be responsible for the replacement cost and a minimum of \$400 + GST.



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- Hot tub (*if applicable*). Guests must notify the Property Manager if water levels are low or if general maintenance is required. If the hot tub at your property has a locking mechanism, you are required to lock/secure the hot tub while not in use. In the event that the Hot Tub must be drained due to improper use or poaching (due to not locking) the cost will be applied to the Guest's Credit Card. Call outs for unscheduled maintenance or drainage due to misuse are minimum \$125+GST.

- Skis and snowboards are not allowed in the property living areas. Please use designated ski lockers or garage for ski and snowboard storage.

After departure, the Property will be inspected to determine at the sole discretion of the Property Manager any loss or damage (including additional cleaning) that has been suffered. In such event, to cover such repair, replacement or cleaning the Guest will be notified in writing within 21 days of Check Out of charges being applied to the credit card on file.

LOST & FOUND

Mountain Town Properties is not responsible for any personal items left behind on departure and will hold items for 4 weeks. Items left behind will be, upon request and at the expense of the guest, returned by courier or mail. Unclaimed items will be donated to charity.

MANAGER'S DUTIES

If at the time the Guest is to check in to the Property initially reserved or the Property Manager cannot provide the Property in a fit and habitable condition, the home is no longer available due to any circumstance the Property Manager will need to provide a comparable property for the guest stay. If the Property Manager cannot find a comparable property for the guest stay the Property Manager shall refund to the Guest all payments.

EVICTIION

Guests may be evicted if the Guest:

- Commits a material breach of any provision of the Agreement
- Has obtained possession of the Property by fraud or misrepresentation

In the event of eviction will result in forfeiture of rent or deposits and potential trespassing charges.

ROAD, AIRPORT & RESORT CLOSURES

The Property Manager will make its best effort to have private roads leading to the Property cleared of snow. However, no guarantee will be made that all roads will be considered passable and no refunds will be given based on snow removal, or lack thereof. The Property Manager cannot be held responsible and no refund shall be given should the Resort Ski Areas and Lift System or Airports be partially or wholly closed at any time during the Guest's stay.

INDEMNIFICATION AND HOLD HARMLESS, RIGHT OF ENTRY, ASSIGNMENT, MEDIATION

Due to the nature of winter resorts, there is the risk of snow and ice around hot tubs, walkways, and the risk of snow falling from the roof. Mountain Town Properties recommends the use of extreme caution at all times.

As a condition of use of the hot tub and deck the renter assumes all risk of personal injury resulting from its use. Mountain Town Properties does not accept any liability for any of these risks. The renter indemnifies and holds Mountain Town Properties, its employees, management, and officers and directors harmless should they or their guests become injured in and around the accommodations. The Guest accepts all responsibility and risk; and holds Mountain Town Properties harmless in relation to any injuries to themselves or their guests in an around the accommodations. The Guest agrees to indemnify and hold harmless the Rental Manager and the Owner from and against any liability for personal injury or Property damage sustained by any person (including all members of the Renter's party) as a result of any cause, unless caused by an unlawful or fraudulent act of the Rental Manager or the Owner. The Renter agrees that the Rental Manager, the Owner or their respective representatives may enter the Property during reasonable hours to clean, inspect the Property, to make such repairs, improvements or alternatives thereto, as the Rental Manager may deem appropriate. The Renter shall not assign this Agreement or sublet the Property in whole or part without written permission of the Rental Manager. The Renters accept that this agreement does not in



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any way constitute a residential tenancy agreement. In the event a claim, dispute shall arise between the parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, the parties agree to participate in at least four hours of mediation prior to filing a formal complaint in a court of law. The parties agree to share equally in the costs of mediation.

I hereby provide Mountain Town Properties this Credit Card for the purposes of \$1,000 to be pre-authorized for Security/Damage Deposit. I accept that charges for incidentals or damages may be directly deducted from the \$1,000 Damage Deposit against the credit card provided. In the event of any damage or missing items, I also authorize Mountain Town Properties to recover all damages and associated fees against the credit card on file.

PROPERTY NAME: _____

ARRIVAL DATE: _____ DEPARTURE DATE: _____

GUEST NAME: _____

ADDRESS: _____

EMAIL: _____

CELL PHONE: _____

GUESTS OCCUPYING THE PROPERTY OVER THE AGE OF 19: _____

GUESTS OCCUPYING THE PROPERTY UNDER THE AGE OF 19: _____

Credit Card Number		Expiration Date:	CVV:
Print Name (as it appears on card):			
Cardholder Signature:			

I have read and accept the "Booking & Check In - Terms & Conditions" and I authorize Mountain Town Properties to charge to my credit card as per the terms of this contract.

Date: _____

This information is confidential and will be destroyed.

Authorized Signature of credit card holder:

REV. MAR 2018