



Mountain Town Properties Ltd.
PO Box 2277, 2020 Washington Street,
Rossland, B.C, Canada V0G 1Y0
B.C. Consumer Protection #64451

Short Term Rental - Terms & Conditions

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

CHECK-IN:

To release directions and keys/codes to your rental property, all Guests must read, understand, agree to this binding contract, the "Short Term Rentals - Terms & Conditions", and meet the following conditions:

- Have paid the full balance of the Reservation;
- Provide a valid renter's Credit Card that we have pre-authorized a minimum of \$1,000. CAD for the required Damage Deposit.

Check-in time is between 4:00 - 6:00 PM. 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.

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

Upon Check-in, the registered occupant may have to produce photo ID.

CHECK-OUT:

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

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

To avoid extra charges upon check-out, please attend to the following tasks:

- 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;
- Home heating 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 Deposit if the above tasks have not been reasonably performed.



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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. Damage deposit shall be at least \$1,000 and will be pre-authorized on the Guest's credit card. Unrelated groups under the age of 25 will have to pay an additional damage/security deposit.

This exact document will be forwarded to you via an email from **DocuSign** prior to your arrival. DocuSign is secure and easy to use, just follow the instructions given. Your acceptance signature is required on each page along with your complete credit card information and signature. Please complete in full and return as soon as possible to receive your arrival information.

The damage 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 Deposit within 21 days of departure. If damage occurs or items are missing, the Guest authorizes Mountain Town Properties Ltd. to recover all damages and associated fees via the Guest's Credit Card.

DEPOSIT & PAYMENT FOR RESERVATIONS:

If the date you that book your reservation is more than 30 days prior to arrival, a deposit equal to 25% of the total booking amount, plus taxes, is due at the time of booking and is non-refundable. You will receive an email requesting payment of this deposit via PayPal.

Full and final balance/payment is due 30 days prior to arrival (OR 60 days prior for Christmas and New Year's bookings) and is also non-refundable. If you have not already paid the remaining balance, you will receive a "Balance Payment Due for Reservation" email requesting payment of the balance via PayPal. If you book within 30 days of your arrival date then the full amount of your reservation is due at the time of booking.

We use PayPal as our secure payment processor. Our Request for Payment emails contain a PayPal button link that will open our PayPal payment page in your browser. You can choose to pay with any major credit card without the need to create a PayPal account. If you have any questions, concerns or need to make other payment arrangements, please contact us as soon as possible. We also accept Interact-email money transfers in CAD funds.

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. All booking deposits and reservation fees paid are non-refundable and are non-transferable. Reservations may be modified or refunded at the sole discretion of the Manager and are subject to an administration fee, to be determined during refund or modification. The guest will be liable for full payment should they 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, plus tax, processing fee.

OCCUPANCY MAXIMUMS AND RENTAL AGE REQUIREMENTS:

Occupancy of the Property during the reservation period is restricted to the Guest and members of his/her group as listed in the agreement. Occupancy maximums are limited to the number of persons sleeping in beds. Registered occupants must be at least 25 years age or members of immediate family. Upon Check-in, the occupants may/will have to produce photo ID.



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DOG & PET POLICY:

We welcome well-trained and behaved dogs to stay with our Guests, but 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, a 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 must 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 per hour. Damages caused by pets will be billed directly to the credit card on file.

NO SMOKING OR VAPING:

All Properties, including balconies and common areas are non-smoking and no-vaping (unless otherwise advertised). Any violation of the non-smoking and non-vaping policy will cause the loss of the guest damage deposit and the possibility of extra cleaning charges. A minimum charge of \$500. will be applied to the Guest's credit card if smoking evidence or odor is in the rental property.

QUIET TIME:

Quiet time is between 11 PM and 7 AM. Please respect your neighbors. 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 cause eviction.
- After hour's lockout calls to locksmith and expenses incurred are the Guest's responsibility. You must leave all keys inside the property. There will be a charge of \$40. to replace lost keys.
- Barbecuing is only permitted at properties that provide barbecues; the 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 Propane or Natural Gas, do not use briquettes or fire starter in these barbecues. If briquettes are found in the barbecue, additional charges of at least \$100. will be applied. If the barbecue no longer functions because of this, you will be responsible for the replacement cost and at least \$400., plus taxes.
- 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 must lock/secure the hot tub while not in use. If 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 a minimum of \$125 + GST. Since the Owner contracts directly with hot tub maintenance contractor, Mountain Town Properties Ltd cannot guarantee the care and operation of the hot tub during your occupancy.
- 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 occurred. To cover such repair, replacement or cleaning, the Guest will be notified in writing within 21 days of any charges being applied to the credit card on file.



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LOST & FOUND:

Mountain Town Properties Ltd. is not responsible for any personal items left behind on departure and, if found, 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. After 4 weeks, unclaimed items will be donated to charity.

MANAGER'S DUTIES:

If, at the time of Guest Check In to their reserved Property, the Property Manager is unable to provide said Property in a fit and habitable condition or, the Property is no longer available due to any circumstance, the Property Manager must provide a comparable property for the Guest's stay. If the Property Manager cannot find a comparable property for the Guest's stay, the Property Manager shall refund, to the Guest, all payments received.

EVICTION:

Guests may be evicted if the Guest:

- Commits a material breach of any provision of these Terms and Conditions;
- Has obtained possession of the Property by fraud or misrepresentation.

If eviction occurs, it will cause 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 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 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 Ltd. recommends the use of extreme caution. As a condition of usage of the hot tub and deck, the renter assumes all risk of personal injury. Mountain Town Properties accepts no liability for these risks.

Each Guest accepts all responsibility and risk, and holds Mountain Town Properties Ltd harmless, in relation to any injuries to themselves in and around the Properties. Each Guest agrees to indemnify and hold harmless the Manager and the Owner against any liability for personal injury or Property damage sustained by any person by any cause, unless caused by an unlawful or fraudulent act of the Rental Manager or the Owner.

The Renter agrees that the Rental Manager or the Owner, or their respective representatives, may enter the Property during reasonable hours to clean and inspect the Property, or 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 Renter's acceptance of this agreement does not constitute a residential tenancy agreement. If a claim or 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 the filing of a formal complaint in a court of law. The parties agree to share equally in the costs of mediation.



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CREDIT CARD DAMAGE DEPOSIT PRE-AUTHORIZATION

I provide, to Mountain Town Properties Ltd., my credit card information; for the amount of \$1,000. to be pre-authorized as my damage deposit. I accept that charges for incidentals or damages may be directly deducted from this deposit against the credit card provided. If any damage occurs or there are missing items in excess of this deposit, I authorize Mountain Town Properties Ltd. to recover all damages and associated fees against this credit card.

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: _____

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

ACCEPTANCE OF THIS AGREEMENT

A copy can be found at: <http://mountaintownproperties.ca/docs/terms-and-conditions.pdf>

I have read, understand and accept the preceding "Terms & Conditions" and I authorize Mountain Town Properties Ltd. to charge to my credit card as per these Terms and Conditions. This information is confidential and will be destroyed at the end of my stay.

Date: _____

Authorized Signature of credit card holder:

REV. MAY 2018