



## Mountain Town Properties Ltd.

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

### Vacation Rental Terms & Conditions

The property you are renting is a self-catered privately-owned vacation home. These Terms & Conditions are to protect the owner's investment and to ensure your vacation is safe and enjoyable. Mountain Town Properties acts as the Rental Manager of the property on behalf of the property owner.

PROPERTY NAME: \_\_\_\_\_

ARRIVAL DATE: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_\_

GUEST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

# 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:			

#### Pre-Authorization for Damage Deposit:

*I provide Mountain Town Properties Ltd this Credit Card to be pre-authorized for a Damage Deposit. I have read, understand and accept the following "Terms & Conditions" and I authorize Mountain Town Properties Ltd. to charge to my credit card as per the following Terms and Conditions.*

*I accept that charges for incidentals or damages may be directly deducted from the assigned Damage Deposit against the credit card provided. If any damage occurs or missing items, I also authorize Mountain Town Properties Ltd. to recover all damages and associated fees against the credit card on file. This information is confidential and will be destroyed at the end of your stay.*

JAN 2025



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### **CHECK-IN:**

To release directions and keys/codes to the rental property, guests must agree to and sign to this agreement "Vacation Rental Terms & Conditions", and meet the following conditions:

- i) have paid the full balance of the reservation;
- ii) provide a valid renter's Credit Card that we pre-authorize a minimum of \$1,000 CAD for required Damage Deposit and an additional \$500 if you are bringing a pet.

Check-in time is 4:00pm. Directions and door codes for self-check in will be provided via email electronically prior to your arrival. Guests can arrive directly to the property.

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

### **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 or shampooing 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 and an additional \$500 if you're bringing a pet.

The 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 plus \$60 per hour for the Property Manager time to facilitate such repairs. 5% credit card processing fee will apply if costs are processed on a credit card. The Property Manager shall apply, account for or refund the Damage Deposit within 14 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 & PAYMENTS FOR RESERVATIONS:**

We accept Visa and Mastercard Only.

If you book within 30 days of your arrival date then the full amount of your reservation is due at the time of booking.

If the date you that book your reservation is more than 30 days prior to arrival, a deposit equal to the 25% of the rental rate, is due at the time of booking and is non-refundable. You will receive an email requesting payment of this deposit with a link to PayPal to process payment. When payment is received, you'll receive a confirmation email.

The final balance payment is due 30 days prior to arrival and is also non-refundable. You will receive an automated email from our booking system requesting payment of the balance and asked to pay by credit card, via PayPal.

We use PayPal as our secure payment processor. Our Request for Payment email contains a PayPal button link that will open our PayPal payment page in your browser. You can choose to pay with credit card without the



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need to create a PayPal account. If you need to make other payment arrangements, please contact us as soon as possible. We also accept email money transfers in CAD funds.

This document, "Vacation Rental Terms and Conditions", is required to be signed electronically, by secure link that we send to you via DocuSign. You are required to input your credit card details for the purpose of pre-authorizing a hold of \$1000. CAD (or \$1500 with a pet) for a Damage Deposit. The pre-authorization will commence on your day of arrival and automatically expire after check out and property inspection.

Provided that you have signed and completed these Terms and Conditions by DocuSign, you will receive an email approximately 3 days prior to your arrival with self-check-in instructions to the property.

### **CHANGING OR CANCELING A RESERVATION:**

Deposits and reservation fees paid are non-refundable and are non-transferable. 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, a fee of a minimum 20% of booking amount, plus tax will be retained.

### **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. Upon Check-in, the occupants may/will have to produce photo ID upon request.

### **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. If extra time must be spent cleaning, vacuuming or disposing of pet hair, feces or urine (inside or out), additional cleaning charges will apply of not less than \$100 or \$60 per hour, whichever is greater. 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. 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 \$700 will be applied to the Guest's credit card if 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.



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### ACCOMMODATION RULES:

- No campers, mobile homes, trailers, tents or campfires
- Large house parties are prohibited. Complaints filed with Police or the Manager will cause eviction.
- After-hours lockout calls to locksmith and expenses incurred are the guest's responsibility. Please leave all keys inside the property at the end of your stay. 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. 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.
- Skis, snowboards and bikes are not allowed in the property living areas. Please use designated ski lockers or garage for gear storage.
- HOT TUB: 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 during your stay due to improper use or not showering beforehand, the cost will be applied to the guest. Call outs for unscheduled maintenance or drainage due to misuse are a minimum of \$184.00 + GST.  
Because the Owner contracts directly with the hot tub maintenance contractor, the Manager cannot guarantee the care and operation of the hot tub during your occupancy. If the hot tub at your property is out of service, no discount or refund will be provided.

### CHECK-OUT:

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

Unless otherwise arranged in writing with the Manager, a late check out fee of \$60 per hour will be charged to the Credit Card on file at the discretion of the Manager for an extension of up to 2 hours, after which a full day's charge will apply.

After departure, the Property will be inspected to determine, at the sole discretion of the Property Manager, any loss or damage or additional cleaning that has occurred. To cover such repair, replacement or cleaning, the guest will be notified in writing within 14 days of any charges being applied to the credit card on file.

We have tight turn-around times to prepare your rental property for the next guest and require having basic housekeeping tasks completed upon departure. To avoid a cleaning fee 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 started a load of laundry started
- Refrigerator emptied and contents disposed of properly
- Barbecue (where applicable) cleaned, covered and with the gas turned off
- Home heating to be set on 60F/15C (winter only)
- All garbage disposed of and all recycling & empties neatly organized
- All windows and doors closed and locked.

**A minimum charge of \$100.00 will be applied to the credit card on file if the above tasks have not been reasonably performed.**



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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.

### **EVICTIION:**

Guests may be evicted if the guest commits a material breach of any provision of these Terms and Conditions or 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.

### **AIRPORT, RESORT, ROAD, WEATHER CLOSURES:**

The Property Manager cannot be held responsible and no refund shall be given should the Resort Ski Areas, Lift System, Airports, Roads be partially or wholly closed during the guest's stay. We do not offer any refunds, in whole or in part, due to inclement weather. We strongly suggest looking into Travel insurance. We recommend that you purchase a policy to cover your vacation costs in case of illness, injury inclement weather or other unforeseen events.

### **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. 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 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 inspect the property, or to make such repairs, improvements or alternatives thereto, as the Rental Manager may deem appropriate. The Property Manager and Homeowner of the rental accommodations shall not be held liable for damage, injuries or weather related problems occurring during, or affecting the renter's booking or stay.