

## RENTAL AGREEMENT ~ Arbutus Oysters Ltd (dba Sooke Ocean Resort)

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_

**Between:** Sooke Ocean Resort (Arbutus Oysters Ltd) ~ the "Company" / "The Property"  
6669 Horne Road ~ Box 669 ~ Sooke, BC ~ V9Z 1H6 ~ Canada 250~642~6669  
Fax: 250-642-6650 [www.sookeoceanresort.com](http://www.sookeoceanresort.com) [info@sookeoceanresort.com](mailto:info@sookeoceanresort.com)

### And:

Renter's Name: \_\_\_\_\_

Renter's Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

"Renter" includes Renter's guests and invitees.

It is understood and agreed between parties that the term of this agreement is for specific dates:

**ARRIVING** \_\_\_\_\_ **DEPARTING** \_\_\_\_\_

**Rental Fee:** \_\_\_\_\_

### Taxes:

There is a 12% "HST" (Harmonized Sales Tax) in addition to the rental fee.

### Cleaning Fees:

A thorough cleaning is done after each departure for a fee of \_\_\_\_\_. For stays longer than one week the Renter will be required to pay a flat fee of \$150.00 for weekly cleaning. Fees may increase if excessive cleaning is required. Cleaning can be arranged any time during Renter's stay for an additional charge. Although cleaning is provided, we expect the Renter to clean up after themselves and is responsible for leaving the accommodation tidy and furniture in the same position as upon arrival.

### Damage Deposit:

The damage deposit may be retained and applied against any and all damages and loss to the Property, excessive cleaning costs, or any other amount owing by the Renter under this agreement. The Renter does hereby authorize the Company to charge any excess damage or costs to the Renter's Credit Card. The Company will return the damage deposit, minus any deductions to the Renter. All reservations are subject to a minimum \$500.00 Canadian damage deposit regardless of the length of stay.

### Cancellation by Renter:

If a cancellation is made prior to 45 days of the check in date, the full amount of the deposit, less a 10% administration fee, will be refunded.

If a cancellation is made within 45 days of the check in date, or failure to pay the balance due, there will be no refund of any deposit received. However, if we are able to re-reserve the Property, we will refund monies in full, less a 10% administration fee. No refunds will be made for unused days or early departures.

### Cancellation insurance:

Cancellation insurance coverage is available for your vacation rental at [www.insuremytrip.com](http://www.insuremytrip.com) or call their toll free number 1-800-487-4722.

**Cancellation by Company:**

If for any reason, the Company cancels a confirmed reservation reasonable effort will be made to find another suitable property. If unsuccessful in making arrangements for alternative accommodation the entire deposit will be refunded.

**Renter Conduct:**

The Renter will act in a proper and reasonable adult manner while staying on the Property and will ensure the Property and all contents used by the Renter are used in a manner to avoid damage (reasonable wear and tear permitted) and will make all reasonable efforts to preserve and protect the Property and will not create a nuisance to any neighbours.

The Renter will ensure that members of the Renter's guests, and the Renter's invitees, will act in accordance with the terms of this agreement, and otherwise will comply with the obligations of the Renter. The Renter is responsible for the acts of the guests and invitees.

The Renter will vacate the property by the checkout time of 11:00 AM. The Renter will leave the Property in a clean and orderly condition including loading and starting the dishwasher.

Only those adults who have been listed in the Rental Agreement and the minor children named may stay overnight at the Property. The basic rental fee covers an adult party of six, if any additional persons stay at the Property there will be an additional charge of \$25.00 per guest per night. The Renter may not camp, tent, or place auxiliary facilities on the Property without prior authorization. The Renter may not sublet any or all of the Property.

The Company may ask a Renter, or a member of the Renter's party to leave, if in the Company's reasonable opinion, the behavior of the Renter or any member of the Renter's party is questionable, or if the Renter breaches this Rental Agreement, the use will terminate and the Renter will not be entitled to any refund.

**Property Used at Renter's Risk:**

The Property is used entirely at the risk of the Renter and members of the Renter's party. The docks and wharfs are considered part of the Property and are also used at the risk of the Renter. The Renter is responsible for any damage, loss, or injury caused to the Property or to any other property or person by the Renter. The Company is not responsible for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to the Renter or any member of the Renter's party, by or arising out of the use or occupation, or the condition of the Property or its approaches. The fact that children may be permitted on the Property does not imply that the Property is without risk to children.

**Indemnity:**

The Renter will indemnify and save harmless the Company, and the Company's agents from any and all damage, loss, expense, claim, action, liability of any kind whatsoever, or howsoever caused including without limitation, a claim of any kind by any member of the Renter's party (including those of minor children), which arises from or relates in any way to the use or occupation of the Property by the Renter, members of the Renter's party or by invitees of the Renter. The Renter is responsible for any damages of any kind to the Property caused by or contributed to by the Renter, members of the Renter's party, or by invitees of the Renter.

**Interpretation:**

The laws of the Province of British Columbia, Canada, shall govern this Rental Agreement, and the singular shall include the plural. If there is more than one Renter, the covenants, agreements and acknowledgments of each person comprise the Renter.

The Agreement and other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such other writing had signed the same document and all counterparts will be construed together and constitute one and the same instrument. Facsimile copies and facsimile signatures will be valid and binding.



**Reservation dates:**

Check in: \_\_\_\_\_ Check out: \_\_\_\_\_ # of Nights \_\_\_\_\_

Total Invoice: \_\_\_\_\_ Deposit: \_\_\_\_\_ Balance: \_\_\_\_\_

Minimum Damage Deposit: \$500.00

By signing this agreement, I authorize the Company to process the credit card listed above for the deposit, balance owing, and/or damage deposit. The deposit is charged upon reservation, the balance owing is charged 45 days prior to arrival. Your damage deposit will be authorized by Visa or MasterCard but not processed unless there are damages or excessive cleaning charges.

Please fully complete all information for our records, including all credit card information with card holder signature. Fax, mail or email back Rental Agreement. Fax # 250-642-6650. Mailing address on first page of Rental Agreement. Email address: [info@sookeoceanresort.com](mailto:info@sookeoceanresort.com)

**Rental Rules:**

1. Check in: 5:00pm; check out: 11:00am. NO early check ins without prior consent.
2. This is a NON smoking facility. Smoking permitted outside only. Use butt buckets.
3. NO pets.
4. NO rental to Renters under age 25 unless accompanied by an adult guardian or parent.
5. \$500.00 minimum damage deposit required.
6. All debris, garbage, recycling, composting must be placed in appropriate containers.
7. Diapers must be removed from the house daily and put in landfill container.
8. Load and activate the dishwasher on departure day.
9. All keys returned (left in lock box) or on table.
10. The maximum number of guests sleeping in the house = 14 for overnight stays.
11. The Property has a minimum night stay in low season of 2 nights, mid season 3 nights, and peak season 4 nights
12. Any reservation obtained under false pretenses will be subject to forfeiture of deposit and/or rental money, and the party will not be permitted to check in.
13. Parking is limited to Renter and Renter's guests for the duration of the rental.
14. Sooke Ocean Resort has a grounds keeper. Please be advised that someone will be on the Property most of the time during your stay.
15. Certain house rules will be delivered verbally upon check in during a tour of the Property. We expect adult common sense to be exercised in all situations.
16. The place is not "fool" proof. To avoid a ship of fools have no fools on board. You will be responsible for the behavior of any fools.