

SHORT TERM RENTAL AGREEMENT - 1163 Lk. Bonavista Drive, SE
(Please Print Legibly in Ink) 1163 Lake Bonavista Drive, S.E. Calgary, AB, Canada
T2J0N9 Phone #403-282-1163.

SAMPLE CONTRACT FOR YOUR INFO ONLY!

You will be emailed your private, customized contract as per your rental requirements.

Please print this contract off twice. Read and fill in these lines directly below - then sign at the bottom. Send **both copies of this contract**, including the bank certified cashiers cheque to;

Betty Truitt
1163 Lake Bonavista Drive SE
Calgary, Alberta
Canada T2J0N9

You will have an original copy of the rental agreement provided to you on your arrival day.

THE LANDLORD(s) and TENANT(s) By Definition

This agreement made this _____ day of _____, 20__
between Name(s) _____
Phone (_____) _____
Address _____

(hereinafter called the Tenants); **You fill out all of these above lines.**

and Brent and Betty Truitt (hereinafter called the Landlord) concerning the short term rental of the property located at 1163 Lake Bonavista Drive, SE, Calgary, AB, Canada, T2J0N9 (hereinafter called the Property or the Premises).

Total people in renting party: **8 for example** _____. Adults: **6 for example** _____.
Children: **2 for example** ____ not to exceed 10. Rental period begins at 3 pm on **Date of Arrival** _____ and ends at 12 am on **Date of Departure** _____.

Total Rental Amount: \$ _____ **Total Rent Before Tax** _____ (\$ _____ **total of extra nights** _____ \$350 per extra night and \$ _____ **total of weeks** _____ \$2250 per week) Add applicable *Canadian General Service Tax* (GST) of 5% - \$ _____ **Total GST** _____. This money to be paid via bank certified money order or cashier's check.

Total Amount Due by April 26th, 2009: \$_____ **Total After Tax Tallied**_____

(Balance due 40 days prior to commencement of the rental, unless the Landlord and Tenant agree to an exception in the case of a "last minute booking" _____ **N/A**_____)

In the event of cancellation, cancellation must be carried out 30 days prior to check-in day if the Tenant(s) wish to be refunded. Any cancellations made after 30 days prior to the agreed check-in date, will not be refunded.

The Landlord agrees not to cash the Tenant(s) cashier check until 30 days prior to the agreed arrival and check-in date. The Landlord agrees NOT to cash the Tenant(s) cashier check if a cancellation is made before 30 days prior to the agreed arrival and check-in date. In the case of a cancellation made earlier than 30 days prior to the check-in date, the Landlord agrees to burn, or shred, the Tenant's cashier check for security purposes.

SECURITY DAMAGE DEPOSIT

Please pay separate Security and Damage Deposit: \$500.00 CAD. You can pay the deposit in 3 different ways;

1. by Bank Account Email

Email us \$500 through your bank to bwtruit@gmail.com at TD Canada Trust.

2. by Check in the Mail

Send us a check for \$500 payable to Bonavista Web - send to; 1163 Lake Bonavista Drive, S.E., Calgary, AB, Canada, t2j0n9

3. by Paypal

If you have a Paypal Account you can send us the \$500 CND deposit using this link here.

When your security deposit is made the [VRBO](#) calendar will be amended to show the Tenant (s) booking time slot, rendering the property unavailable to any other Tenants not included in this agreement. *NOTE:* There will be no refund of the \$500 CAD after 30 days prior to arrival. If you need to cancel call 403 282 1663 please and do so at least 30 days prior to your scheduled arrival.

Your security/damage deposit will be repaid to you within 30 days of your departure on the condition that no damage has been made to the property. Of course minor damage will not be deducted from your deposit (example: a few doggie scratches on the door our furniture, or small a spot of spilled wine).

TERMS OF THE AGREEMENT

1. The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.
2. There is free long distance on the telephone within the United States and Canada – no overseas phone calls outside of Canada and the USA please. Emergency medical and police service can be called by dialing 911.
3. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the back alley adjacent to back fence gate during their stay for pickup. The garbage is picked up early morning every Friday. Tenant is cautioned not to leave trash outside for long periods of time because it attracts animals.
5. The Tenants shall pay for any damage done to the premises over and above normal wear and tear.
6. Animals or pets ARE ALLOWED onto the premises.
7. The Tenants shall not sublet the property.
8. The Tenants shall have no more than 10 (ten) persons reside or sleep on the premises.
9. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10 PM and noise should be kept to a minimum.
10. Smoking is permitted in the designated smoking area only (fireplace/home theatre room).
11. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other

items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are provided by the landlord within reason – if the Tenant(s) require an extraordinary amount of consumables they must purchase those items themselves.

12. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

13. Rental Deposit amount is fully refundable up to 40 days prior to the beginning of the rental period. After 40 days prior to the rental period the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion. Online payment can be made here: <http://bonavistaweb.com/500deposit.php>

14. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

15. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

16. We very rarely experience outages that are beyond our control, but if the Tenants experience a utility outage of any kind (water, gas, electric, phone) no refunds or compensation will be given for any outages unless the outage is a period that lasts longer than 48 hours. Internet access not included in this category of stipulation and the Tenant will not provide a refund for any loss of Internet connection.

17. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

18. If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenants' stay if the Tenants agree verbally to a realtor showing. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's vacation. Time of showing is completely at the discretion of the Tenants and this agreement supercedes any agreements or documentation of agreement between the Landlord and ANY real estate agent and/or brokerage house.

19. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.

20. It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning the use of steps, bathrooms, water taps, electrical devices and appliances, and possible ice/snow on the property outside of the house. Tenant agrees to have a responsible adult supervising minors while they play in the snow or icy front or back yards. Tenant is hereby notified that ice and snow during winter

season can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious when exiting the front or rear of the home during the winter months because of possible slippery ice and snow deposits.

22. No firearms are permitted on the premises according to State and local laws.

23. Tenant agrees that fireworks and other hazardous materials shall not be used in or around the property.

24. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. ; shall cause termination of this agreement with no refund of rents or deposits.

25. Tenant agrees not to access the "owner's maintenance closet", even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. The owners maintenance closet is located directly adjacent (right-hand side) of the the in-wall mounted kitchen stove.

26. Tenant is advised that the property contains an electric cook top, gas fireplace log starter, gas barbeque, including; coffee maker, electric can opener, capuccino machine with dangerously high pressure heated steam, sink garborator, and other powered items, and will seek help from management if the proper operation of such items is not fully understood. The Landlord is not to be held liable for ANY injuries that may result to a Tenant or Tenants, or their guest or guest(s), due to the misuse, and/or improper handling of any gas, water, or electrical appliances and devices on the property.

27. The property has a fire extinguisher installed underneath the kitchen sink. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

28. The property does have fire alarms installed and they are believed to function properly at the time of rental. Tennant will notify management without delay if a fire alarm "chirps" or has a low battery condition.

29. Tennant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

30. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.

31. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be help liable for condition of said items.

32. Satellite TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to satellite TV service.

33. High speed wireless internet is provided as a convience only and is not integral to the

agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

34. Tenant agrees that central heating system shall not be set higher than 75, and that the fan setting shall be "Auto". Doors and windows shall be closed when either heat or air conditioning is in operation.

35. The fireplace is a wood burning stove with a gas log starter. There is large metal key used to turn the log starter's gas supply on and off. You must turn the key counter-clockwise to open gas valve while you light the starter bar. You MUST turn the key clockwise when you shut off the gas. When you are finished using the gas log starter you MUST REMOVE THE KEY AND PLACE IN ON THE OVERHEAD MANTEL AWAY FROM THE REACH OF CHILDREN OR PETS. If at ANY TIME you are not using the gas supply on the log starter, and you smell gas you need to use the key to turn off the gas (turn key clockwise to close), and then open the sliding glass door to "air out" the area.

35. This rental property comes equipped with a natural gas fed barbeque. By turning any of the black knobs on the barbeque counter-clockwise natural gas will then be on. You must light the barbeque by use of the red ignitor button or in the event the ignitor does not work, the Tenant will have to hold a lighter manually to the burning elements with the gas on. MAKE SURE THAT THE GAS SUPPLY IS OFF WHENEVER THE BARBEQUE IS NOT LIT AND BURNING. To turn the barbeque gas supply off turn the black knobs clockwise to close valves.

Thank you for thoroughly reading this short-term rental agreement!

Please fill out and sign 2 (two) copies of this Agreement and mail (or courier) both copies to Betty and Brent. One executed original will be provided to you on the day of arrival.

Landlord address;

**Betty Truitt
1163 Lake Bonavista Drive, SE
Calgary, Alberta
Canada
T2J0N9**

We the Landlord(s) and Renter(s) agree to abide by the above conditions and hereby swear that the information provided above is true:

Tenant _____ Your Name _____ Date____ Date Signed _____ Signature _____ You Sign here _____

Tenant _____ Another Name _____ Date____ Date Signed _____ Signature _____ They Sign here _____

Landlord _____ Betty Truitt _____ Date____ Date Signed _____ Signature _____ Betty Signs Here _____

Landlord _____ Brent Truitt _____ Date _____ Date
Signed _____ Signature _____ Brent Signs Here _____