

Kim Howard 🌸 The Harrop House

6203 Erindale Street
Nelson BC V1L 2P8
Canada

Email: kim@kimhowardcreations.com

Tel: 250-229-4458

HARROP HOUSE/MILL CREEK HOUSE RENTAL AGREEMENT

By signing this form you are agreeing to abide by all terms and conditions herein. All members of your party, including minor children, must be named below. All members of your party who are 19 years or older must sign this document. If for any reason the Owners are unable to confirm the requested rental, any payments sent will be returned in full. Please initial each page, sign and date, and return to owner with check to guarantee your hold on the Harrop House.

RENTER INFORMATION

Name: _____

Address: _____

Telephone: () - () - () Home

() - () - () Work

Email Address: _____

Driver's License Number: _____

Vehicle License Number: _____

Total Number of Adults: ()

Total Number of Children: () *Maximum Occupancy 6 People

No pets allowed on premises. Smoking permitted outside ONLY. If cigarette butts must be disposed of properly.

RENTAL DATES

Harrop House is available by the week from 4 p.m. on Sunday until 10 a.m. the following Sunday.

Dates Requested: _____ to _____

RENT AND PAYMENT SCHEDULE

Make checks payable to Kim Howard

Rental: () \$ CND per week

Security/Damage Deposit: () \$ CND

Total: () \$ CND

If you choose to do this in two payments, the first is due upon signing the agreement, and the second is due 10 weeks prior to your stay.

The security deposit will be returned within 6 weeks of your stay minus the costs for any damage, unusual cleaning requirements, and telephone toll calls made during your visit.

EXECUTION

On behalf of myself and all minor children in my charge named below, I hereby agree to the terms and conditions contained in this rental agreement. I, and all minor children in my charge, will use the property at our own risk and will not hold the Owners of the property or the Owners' Agent liable or responsible for any injury, death, loss, sickness, damage, cost, expense, or inconvenience directly or indirectly caused by or arising out of our use or the condition of the property or its approaches.

	PRINT NAME	SIGNATURE	AGE IF UNDER 19
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

5. _____
 6. _____

REFERENCES

Name: _____
 Past vacation home owners: _____
 Telephone: () - ()-()
 Email Address: _____

EMPLOYER

Name: _____
 Telephone: () - ()-()
 Email Address: _____

OTHER

Name: _____
 Telephone: () - ()-()
 Email Address: _____

TERMS AND CONDITIONS OF RENT

1. Upon confirmation of this rental by Kim P. Howard (the "Owners"), owners of Harrop House (the "Property"), a binding rental agreement (the "Rental Agreement") will be constituted between the Renter and the Owners on the terms and conditions set forth herein.
2. If the Renter cancels a confirmed rental, the damage deposit will be immediately refunded, but the Renter is liable for the rental payment. However, should the Owners be able to re-rent the Property, they will refund to the Renter the lesser of the rental payment received on the re-rental of the Property or the amount paid by the Renter, less a 15% cancellation fee.
3. The Renter agrees to behave in a proper and reasonable manner while renting the Property and not to create nuisance to occupants of neighboring properties. The Renter agrees to cause members of the Renter's party and the Renter's guests and invitees to act in the same manner as the Renter is obliged to act under this Rental Agreement and to otherwise comply with the obligations of the Renter as if such persons were named as Renter hereunder.
4. The Renter will vacate the Property on the date and time set forth on Page One of this Rental Agreement. The Renter will leave the Property in a clean, tidy, and orderly condition at the end of the Rental.
5. The Renter is responsible for any damage, loss, or injury caused to the Property or to any other property or person by the Renter or the Renter's party, guests, or invitees.
6. Only those adults who have signed this Rental Agreement and the minor children named in the Rental Agreement may stay overnight at the Property. If any additional persons stay overnight at the Property, the Owner may levy an additional charge of \$50 per person for each night that an additional person stays at the Property. The Renter may not sublet the Property nor assign this Rental Agreement without written agreement from the Owners.
7. The Owners or the Owners' Agent may evict the Renter and the Renter's party without prior notice if, in their reasonable opinion, the Renter's behavior or treatment of the Property is unacceptable or if the Renter breaches any term of this Rental agreement.
8. If for any reason the Owners cancel a confirmed rental or the Property is rendered uninhabitable, other than as a result of a default by the Renter or anyone in the Renter's party, the Owners will refund to the Renter the rental payment and damage deposit paid by the Renter. The Owners will not be liable in any way to the Renter in the event of a cancellation of a confirmed rental, other than as expressly set forth in this paragraph.
9. The Owners may carry out and enforce any of their rights under the Rental Agreement through their Agent.
10. The Property is used entirely at the Renter's and members of the Renter's party's own risk and the Owners are not liable or responsible therefore. The Owners are not responsible for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, additional expense or inconvenience directly or indirectly caused by or arising out of the use or condition of the Property or its approaches, whether arising from breach of contract, negligence, misrepresentation, or otherwise.
11. If the Renter or any member of the Renter's party has a claim of any kind against the Owners with respect to this Rental

Agreement or the Property, the maximum liability in all circumstances of the Owners pursuant thereto will be the amount of money the Renter has paid to the Owners under this Rental Agreement.

12. The Renter agrees to indemnify and save harmless the Owner and the Owner's Agent from any and all damages, loss, expenses, claims, actions, or liabilities of any kind whatsoever which arise from or relate in any way to the use and occupation of the Property by the Renter, members of the Renter's party or by guests or invitees of the Renter. Renter also agrees to indemnify and save harmless the Owner and Owner's Agent from acts of God.

13. This Rental Agreement shall be governed by and construed in accordance with the laws of British Columbia. In the Rental Agreement, the singular will include the plural. If there is more than one Renter, the covenants, agreements, and acknowledgements herein apply to each person comprising the Renter. The adult members of the Renter's party who have executed the Rental Agreement on Page One agree to observe, perform, and abide by the obligations and agreements of the Renter under this Rental Agreement, jointly and severally, as if named as the Renter under the Rental Agreement.

Please, fax a copy of this Agreement to my attention and return the original by mail. Please call for fax number.

We look forward to working with you!

Sincerely,

Kim Howard