

Island Vacation Homes Ltd.

VACATION ACCOMMODATION GUEST AGREEMENT

This agreement (this "Agreement") is made between Island Vacation Homes Ltd. ("Agent"), a British Columbia company, as agent for the Property owner ("Owner"), and the person named on the attached Guest Information Form, for the purpose of setting out the terms on which Guest will rent the Property.

This Agreement includes the Terms and Conditions set out below. Guest hereby represents, agrees and covenants as follows:

1. Guest acknowledges that Agent does not own the Property and is acting solely as agent for Owner, and that Agent has no liability to Guest with respect to the state of the Property or any other matter arising in connection with this Agreement.
2. Guest agrees to rent the Property for the Vacation Time at the rental rates shown above, and to pay the Accommodation Fees to Agent.
3. The information set out in the attached Guest Information Form is complete and accurate.
4. Owner will not be liable to Guest on cancellation of this Agreement other than expressly stated herein, and Guest's damages or claims will be limited to the return of the security deposit actually paid by Guest to Agent.
5. The Terms and Conditions include an indemnity and release by Guest of Owner and Agent.

Terms and Conditions

1. **Defined Terms** – In addition to words and phrases with initial capital letters above and on the attached Guest Information Form, in this Agreement:
 - a) "Accommodation Fees" means the aggregate of the Daily Rental Rate for the Vacation Time, Cleaning Costs and all other applicable charges and taxes.
 - b) "Check-Out Time" means 10:00 AM in high season, otherwise it is 11:00 AM on the Check-Out Date (Pacific time).
 - c) "Guest" means the person named on the attached Guest Information Form and includes all persons listed therein and invitees of any such persons.
 - d) "Property" means the property described as such on attached Guest Information Form and includes all fixtures, personal property, docks, wharves, equipment and supplies thereon.
 - e) "Vacation Time" means the time between from 5:00 PM (Pacific time) on the Check-In Date to Check-Out Time.
2. **Accommodation Fees** – Guest agrees to pay the Accommodation Fees to Agent in full at least 45 days before the Check-In Date and to authorize the Security Deposit on or prior to the Check-In Date. Agent will hold a deposit of 50% of the Accommodation Fees from the date of confirmation of the booking until 45 days before the Check-In Date, at which time Agent will take the balance of the Accommodation Fees and pay the full amount to or to the order of Owner.
3. **Cancellation** – If Guest terminates this Agreement by written or e-mail notice to Agent received at least 45 days before the Check-In Date then Agent will refund all amounts paid by Guest, less a cancellation fee. The cancellation fee will be equal to Agent's non-refundable costs as charged by the credit card company (approximately 7% of the total deposit). The minimum cancellation fee is \$50. If Guest terminates this Agreement or reduces the Vacation Time on less than 45 days notice, Guest will not be entitled to any refund of amounts paid by Guest unless Agent is able to rent the Property for some or all of the reduced Vacation Time, in which case Agent will refund as much as Owner recovers from the third party, less a cancellation fee, as above. Agent will use best reasonable efforts in these circumstances but will not be liable to Guest for failure to

Terms and Conditions

locate a third party who is willing to rent the Property.

4. **Property Not Available** – If for any reason beyond the control of Guest, Owner or Agent, such as fire, flood or damage, the Property is not available for, or becomes unsuitable for continued occupancy by, Guest then Agent will use best reasonable efforts to obtain use of an alternative property for Guest for the Vacation Time or balance thereof, but will not be liable to Guest for failure to locate a suitable alternative or any additional costs associated therewith. Owner will refund to Guest a pro rata portion of the Accommodation Fees for the part of the Vacation Time in which the Property was not available for use by Guest. No refund will be payable if loss of use of the Property is attributable to actions or inactions of Guest.
5. **Security Deposit** - Guest hereby authorizes Agent to obtain pre-authorization of the Security Deposit against Guest's credit card and to collect and apply the Security Deposit, if necessary, to pay for all excess cleaning and restoration costs, repairs in excess of normal wear and tear and other charges of any kind for which Guest is responsible, as determined by Owner. Nothing herein limits Guest's liability for damages or other costs associated with the Property. The Security Deposit is \$500 except for special events such as weddings, receptions and conferences.
6. **Cleaning of the Property** – Guest is responsible for all reasonable costs of cleaning and restoring the Property after Guest's departure. If Guest wishes to have cleaning service during the Vacation Time for an additional charge, arrangements must be made through Agent. Guest must not rearrange furniture and must leave the Property tidy.
7. **Conduct** – While at the Property, Guest will act in a reasonable and respectful manner and will use the Property carefully so as to avoid damage, reasonable wear and tear excepted, and will not create a nuisance to occupants of any neighbouring property. Guest will vacate the Property by Check-Out Time. Only those persons named in the attached Guest Information Form may stay overnight at the Property unless other arrangements are made with the approval of Agent. Guest will pay an additional charge of \$20 per guest per night for additional overnight stays. Guest may not have tents, motor homes or other auxiliary facilities on the Property without prior written consent from Agent. Guest has no right to sublet or assign any interest in this Agreement or Guest's right to occupy and use the Property. Owner or Agent may require that Guest leave the Property if, in Owner's or Agent's reasonable opinion, any action of Guest breaches this Agreement or is unreasonable, in which case Agent may terminate this Agreement without liability to Guest.
8. **Indemnity and Release** – Guest will indemnify Owner and Agent and save them harmless from all expenses, costs, damages, claims, actions and other liabilities of any kind whatsoever arising from this Agreement or the occupancy or use of the Property by Guest including without limitation any damage to the Property or any damage, injury, costs or expenses suffered or incurred by Guest, and Guest hereby irrevocably releases Owner and Agent from all claims in respect thereof. Guest acknowledges that use and occupancy of the Property is entirely at Guest's own risk and that there may be hazards on the Property including hazards that may make it unsuitable for unsupervised children, persons with disabilities or certain activities. Neither Owner nor Agent will be liable for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to or suffered by Guest by or arising out of this Agreement or the use, occupation or condition of the Property. Notwithstanding anything else herein, if Guest has any claim against Owner or Agent, the maximum liability in all circumstances of Owner or Agent will be the amount paid by Guest under this Agreement.
9. **Access During Vacation Time** – Guest will permit Owner or Agent access to the Property during the Vacation Time if such access is reasonably required for maintenance, safety, security or other bona fide purposes.
10. **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
11. **Entire Agreement** – Except where varied in writing, this is the entire agreement between the parties with respect to subject matter of this Agreement.

GUEST INFORMATION SHEET

part of a Vacation Accommodation Guest Agreement between the undersigned and Island Vacation Homes Ltd.

Name of Guest: _____

Home Address of Guest: _____

_____ Postal/Zip Code: _____

Guest's Home Telephone: _____ Fax: _____ Email: _____@_____

Emergency contact name: _____

Emergency contact telephone number: _____

Relationship to Guest _____

Names of every other individual who will be staying overnight at the Property. For any of these individuals who has a different home address and telephone number than that set out above, please provide those.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Property _____

Check-In Date: _____ Check-Out Date: _____

Credit Card: MC / Visa No.: _____ Expiry: ____/____/____

Name as it appears on Credit Card: _____

Signature of Credit Card holder: _____

By signing and delivering this page, the undersigned hereby agrees to all the terms and conditions of this Agreement and authorizes Agent to process the credit card listed above for the Accommodation Fees, the Security Deposit, and any other applicable charges including damages, in accordance with the terms of this Agreement.

Signed by Guest at _____
this ____ day of _____, 200__.

Signature of Guest