REALTOPIA VACATION RENTALS
Rental Agreement

1) ACCEPTANCE: ***realTopia* Vacation Rentals** (hereinafter "***realTopia***" or "we" or "us" or "our") and the Renting Party (hereinafter "Guest(s)" or "you" or "your") agree to the following terms and conditions of this agreement.

2) ADDRESS OF ACCOMMODATION: #472 – 654 Cook Road, Kelowna, BC.

3) RENTAL FEE AND LENGTH OF STAY: As noted in your confirmation email.

4) CHECK-IN: You may check in between 4 PM and 5 PM on the date of arrival unless you have made alternate arrangements with us. Key code access, driving directions, and emergency contacts are provided either prior to your arrival via email or upon arrival depending on the location of the accommodation you have reserved.

At check-in, you must notify us promptly if anything appears amiss at the accommodation. It is important that you review the Welcome Binder in the accommodation which contains important property details, operating instructions, emergency procedures, and an inventory of contents. DO NOT operate hot tubs, televisions, mechanical devices, or electronic devices until you have reviewed the respective instructions. Improper operation may impair performance or reception and result in a chargeable service call.

5) CHECK-OUT: You must vacate the accommodation, including parking and storage areas, before 10 AM on your check-out day unless prior written arrangements have been made. This ensures that we have adequate time to prepare the accommodation for the next guest. A fee equal to 100% of one night's stay will be charged if the accommodation is not vacated by above specified time. If you desire a later check-out, please contact us after arrival. We may be able to accommodate you if the unit is available. Late check-out up to 3 PM (if available) may be guaranteed in advance for a fee equal to 50% of the daily rent.

6) TRASH REMOVAL, DISHES, AND LAUNDRY: Household garbage and recycling is to be deposited in the appropriate containment area on the property according to the local rules. Soiled dishes must be cleaned, but the final load may be left in the dishwasher. Please start one load of used bath towels in the washing machine and replace any moved furniture to their original location before you leave. Housekeeping will take care of all bed linens.

7) NO SMOKING: Smoking in the accommodation and on the property is not permitted. Fines of $200.00/night will be assessed for each smoking violation in addition to eviction and additional cleaning and deodorizing costs.

8) PETS: Pets and animals of any kind are not permitted in the accommodation or property at any time unless you have confirmed your reservation at a pet-friendly

property and purchased the additional pet fee. Fines of $200.00 will be assessed for each violation in addition to eviction and additional cleaning, professional flea treatment, and repair costs.

9) AGE REQUIREMENT: This accommodation caters to families and mature adult groups only. With the exception of family members under the direct supervision of the Guest, the Renting Party must be 25 years of age or older.

10) NOISE/PARTYING: Please observe the Strata Corporation's noise rules and party restrictions. There is zero tolerance for noise during the quiet period from 11 PM to 8 AM. Guests shall refrain from using loud and abusive language and noise levels at all hours of the day. Outdoor activities are not permitted after 11 PM.

11) DAMAGE DEPOSIT: The Guest must provide a damage deposit of $500.00. The Guest authorizes ***realTopia*** to use the deposit to cover damages not associated with normal wear and tear. The Guest also authorizes ***realTopia*** to apply the damage deposit to unpaid charges and fees at the time of check-out. If a credit card is used for payment, the Guest authorizes ***realTopia*** to use the credit card for these damage deposit charges. The Guest understands that this damage deposit in no way limits their liability and accepts responsibility for any damages in excess of the deposit. Unused damage deposits are returned by mail within 14 days of check-out, provided the following provisions are met:

a) No damage or excessive soiling is done to the accommodation or its contents, beyond normal wear and tear.
b) No charges are incurred due to contraband, pets, or collection of rents or services rendered during the stay, including parking and fines.
c) All charges accrued during the stay are paid prior to departure.
d) The Guest is not evicted by the owner (or representative of the owner), a law enforcement agency, or the security company employed by the resort strata corporation.
e) All debris, refuse, and discards are placed in the appropriate dumpsters and garbage chute; soiled dishes are placed in the dishwasher and cleaned; one load of laundry is started; and the accommodation is left organized and tidy.
f) No linens, towels, equipment, furniture, and furnishings are lost or damaged.
g) No early check-in or late check-out (unless authorized in writing in advance).
h) Parking passes (if applicable) are left inside the accommodation upon departure.
i) All building keys, entrance and garage door fobs, and pool cards are left on the kitchen counter and the accommodation is left locked.
j) If you use the barbeque, please clean it or incur a $20.00 cleaning fee.

Incidental expenses (e.g. long distance telephone calls, telephone directory assistance, mini-bar, extra-pay movies, excessive Internet use; additional parking) will be charged to the Guest.

12) PAYMENT: Bookings are only guaranteed once we receive both your advance payment and signed agreement. An advance payment equal to 50% of the rental rate is required at the time of booking. The advance payment will be applied toward the room rent. Payments in the form of traveler's cheques, bank money order, cashier's cheque, personal cheque, or ***Interac*** Email Money Transfer should be made payable to ***realTopia*** **Vacation Rentals**. The advance payment is not a damage deposit. The BALANCE OF RENT and FEES are due thirty (30) days before your arrival date. If

either of these payments is not made within the required time periods, the reservation is subject to forfeiture of advance payment(s), deposits, and/or rental money and the Guests will not be permitted to check-in.

13) RATES: Rates are subject to change without notice prior to confirmed booking. All rates are in Canadian dollars.

14) CANCELLATIONS AND REFUNDS: Cancellations in writing that are received at least sixty (60) days prior to the arrival date are subject to a 5% Cancellation Fee or $50.00, whichever is greater. Payments (except for the damage deposit) are non-refundable if cancelled or changed within 60 days of arrival. However, we will attempt to fill the accommodation and, if successful, will refund the amounts described in our Cancellation Policy. We highly recommend that you purchase Travel Insurance to protect your vacation plans.

15) MONTHLY RESERVATION CANCELLATIONS: Monthly Guests must cancel ninety (90) days prior to check-in. Changes made by monthly Guests that result in a shortened stay must be made at least ninety (90) days prior to check-in. Cancellations and changes must be made in writing.

16) OCCUPANCY:

a) Your rent is calculated from the **base rent** plus $20.00 per night for each additional person (plus taxes). If you wish to register more occupants than noted on your Confirmation Letter, please call us prior to checking in. Please note that we cannot exceed the maximum occupancy for the accommodation.

b) The maximum number of occupants for the accommodation is listed on the ***realTopia*** website. A charge of $100.00 per person per night (plus taxes) for unregistered occupants in excess of the **base rent** will be automatically assessed. Additionally, if the number of occupants exceeds the maximum occupancy for the accommodation, eviction of the Guests will result.

c) Visitors are required to leave the property before 11PM nightly.

17) MINIMUM STAYS: This accommodation requires a 3-night minimum stay during peak season and holidays. A shorter stay may be accepted during other periods or to fill openings in our reservation schedule. Longer minimum stays may also be required during some holiday periods. An accommodation may be taken for less than the minimum required stay, but the Guest will be charged the minimum rate in effect at the time of the reservation.

18) INCLUSIVE FEES: Rates include a one-time linen and towel setup. Any fees for ***LISTED*** amenities are also included in the rental rate. The rent includes basic utilities (water, heat, electricity, cable or satellite TV, and Internet) and local telephone usage (if a telephone is provided in the accommodation). Incidental expenses (e.g. long distance telephone calls, telephone directory assistance, mini-bar, extra-pay movies, excessive Internet use; additional parking) will be charged to the Guest.

19) MAID SERVICE: While clean linens and bath towels are initially provided, daily maid service is NOT included in the rental rate. Additional maid service, however, is available for a fee (see below).

20) HOUSE RULES: Furniture (including patio chairs), towels, or linens should not be removed from the accommodation (except for the blue-and-white striped pool towels,

but please bring them back without the sand!). Remember that you are renting our home during your stay. It is not a hotel room. Kindly treat our home and neighbours with respect and put all items back the way you found them. Please remove outdoor shoes at the entrance, use the supplied coasters under cups and glasses, etc. The Guest agrees to follow all house rules posted in the accommodation or provided to the Guest prior to check-in.

21) POLICIES: Policies are subject to change without notice at any time.

22) PARKING/VEHICLES: Park only in the designated parking stall. Only private passenger automobiles may be brought onto to the property. Parking pass(es) have been supplied inside the accommodation. Guests must display the appropriate parking pass on the rear view mirror at all times while on the property. Failure to display the pass will result in towing of vehicle without notice at the Guest's expense. Please leave the parking passes inside the accommodation upon departure.

23) WRITTEN EXCEPTIONS: Any exceptions to these policies must be approved in writing in advance.

24) FALSIFIED RESERVATIONS: Any reservation obtained under false pretence will be subject to forfeiture of advance payment, deposits, and/or rental money and the Guests will not be permitted to check-in and is subject to eviction.

25) EVICTION: ***realTopia*** reserves the right to evict any Guest, occupant, or visitor if any of the rental rules and/or policies are not followed. This particularly applies to the maximum number of overnight occupants, pets, smoking, noise and partying, and the age requirements. All pre-paid rents and deposits shall be considered earned and therefore retained by ***realTopia***.

26) UTILITIES AND STORM POLICY: No refunds will be provided for inclement weather, power outages, shut-downs, and similar conditions outside our control. We highly recommend that you purchase travel insurance. The Guest is responsible for all incidental utility costs such as long distance telephone charges, pay-per-view movies, and so forth.

27) UNAVAILABILTY OF ACCOMMODATION: In the event that the accommodation is unavailable for any reason beyond the control of ***realTopia*** (including without limitation acts of God such as fire, water damage, or natural disaster), and if ***realTopia*** cannot secure comparable accommodations for the Guest, ***realTopia*** shall refund the Rent and any pre-paid damage deposit to the Guest, and this Agreement will thereupon be deemed terminated. In no event shall ***realTopia*** be liable to the Guest beyond the return of the Rent and the pre-paid damage deposit.

28) RELEASE FROM LIABILITY: Registered Guests, and all persons accompanying registered occupants, hereby accept responsibility for their personal property and safety and irrevocably release and save and hold harmless ***realTopia* Vacation Rentals**, its affiliates, associates, representatives, and rental property owners from any cost or liability whatsoever arising from loss, damage, personal injury, illness, weather-related circumstances, or any circumstance beyond their control occurring during or affecting a Guest's reservation or stay.

29) Schedule of Costs:

a) Replacement passes: $50.00 each

Rental Rules

b)	Replacement keys:	$50.00 each
c)	Replacement fobs and remote controls:	$100.00 each
d)	Dirty dishes:	$30.00
e)	Excessive cleaning:	$45.00/hour + Tax
f)	Maid Service (if requested):	$30.00/hour + Tax
g)	Late check-out:	$50.00/hour + Tax
h)	All other items:	At cost

Removing marks from walls, carpet and upholstery cleaning, and dry-cleaning are also considered excessive cleaning. Painting and repairs due to damage are charged at cost. If you provided a credit card number for your deposit or rental fees, the costs will be charged to your credit card.

Rental Rules

30) Names of All Guests: Arrival Date: _____ # Nights: ____

_____ _____
_____ _____
_____ _____
_____ _____

# of Adults: _____ **# of Children under 19 Years:** _____

Check-in Date: _____ **Check-out Date:** _____

Your Address: _____

City: _____ **Province/State:** _____

Postal/Zip: _____ **Country:** _____

Your Home Phone: _____

Mobile Phone: _____

Your Email Address: _____

Make of Vehicle 1: _____ **Model:** _____ **Plate #:** _____

Make of Vehicle 2: _____ **Model:** _____ **Plate #:** _____

If paying by credit card, please complete the following and check the box(es) below to indicate agreement.

☐ *I authorize **realTopia** to charge my credit card account 50% of the rental fee at the time of booking and the balance of rent (including cleaning fees, if applicable) thirty (30) days before arrival. If booking within 30 days of the arrival date, the full amount is due.*

☐ *I authorize **realTopia** to pre-authorize the damage deposit amount to my credit card account.*

Card Account Number: _____

Card Holder's Name: _____

Verification Number: _____

Card Expiry Date: _____

By signing below, the Guest understands and agrees to all the terms and conditions of this agreement.

Print Name: _____

Signature: _____ **Date:** _____

Thank you for choosing us for your vacation plans!