



**THE LAKESHORE
COMPANY LTD**
RETREAT WITH LODGING

Licence Agreement

This licence agreement is valid as soon as the booking is reserved and remains in effect until the occupant's stay or event is over, by and between The Lakeshore Company - Retreat with Lodging, and the occupant for the property located at 384 Kawartha Lakes County Rd 24, Bobcaygeon, ON, K0M 1A0, Canada.

1. **TERM:**

The term of this licence shall begin on the arrival date of the booking and will end on the departure date of the booking. The property will be ready for occupancy no earlier than 3:00 PM on the arrival date and must be vacated no later than 11:00 AM on the departure date.

2. **LICENCE FEE:**

The licence fee is the amount agreed upon at the time of booking, based on the number of rooms and buildings as represented on our website.

3. **PAYMENTS:**

The following payments are due at the time of reservation:

- a. **Deposit:** 50% of the rental fee is required at the time of booking to secure your reservation.
- b. **Security Deposit & Balance:** The remaining balance of the rental fee and a \$1,500 CAD security deposit will be charged to the payment method used at booking 24 hours prior to arrival. The \$1,500 CAD security deposit will be refunded within 5 business days after your stay/event, provided the property is left in good condition with no damage.
- c. **Pre-Authorization:** By confirming your booking, you agree to a pre-authorization of your credit card for any charges related to your reservation, including damages, incidentals, or additional fees as outlined in our policy.
- d. **Housekeeping Fee:** Included in the licence fee to prepare the property for the next occupant; linens and towels are provided, but no daily housekeeping service is available.

4. **CANCELLATIONS:**

All bookings require a 50% payment of the total booking cost to reserve dates.

- a. **15 Days Prior:** If cancelled 15 days before check-in, 50% of the initial payment will be refunded.
- b. **Less Than 15 Days Prior:** No refund of the initial payment will be given.
- c. **Credit Card Processing Fees:** A 4% processing/bank fee will be applied to all refund amounts except the deposit of \$1,500 CAD.

5. **LIMITED OCCUPANCY:**

Occupancy is limited based on the number of beds available in each unit, as listed on our website for both the Lago and Riva buildings. If the owner determines that this policy has been exceeded, the owner reserves the right to expel the entire party without a refund.

6. **NON-DISTURBANCE CLAUSE:**

The occupant and their guests shall not disturb, annoy, endanger (e.g., with fireworks), or inconvenience neighbors, nor use the property for any unlawful purposes.

7. **CARE OF PROPERTY/DAMAGES:**

No pets allowed. No smoking is permitted indoors. Violation of these terms will result in automatic eviction and forfeiture of the \$1,500 security deposit and the licence fee. The occupant agrees to pay the owner for any damages to furnishings, household items. caused by their occupancy. This includes payment for any additional cleaning charges over \$100.00 incurred as a result of occupancy.

8. **OWNER'S RIGHTS:**

If the conditions and limitations set forth herein are not met, the owner reserves the right to cancel this agreement and may enter the property, either by statutory proceedings or by force, to inspect the property and ensure the occupant has vacated. All monies paid by the occupant shall be forfeited as liquidated damages.

9. **LIABILITY WAIVER & INDEMNITY CLAUSE:**

By signing this waiver, you acknowledge and confirm that you have informed all members of your party, including those staying at the property or participating in activities during your stay or event, of the terms outlined below. You further agree that you are signing on behalf of yourself and all members of your party, accepting full responsibility for ensuring they understand and comply with this waiver.

You agree to release the property owners, staff, and affiliates (third parties, volunteers) from any liability for injuries, damages, or losses that may occur during your stay or event. This includes activities on the property, such as the use of the lake, recreational facilities, or participation in any on-site events.

The occupant agrees to indemnify and hold the owners harmless from any and all claims, including those of third parties, arising from the use of the property or any personal property provided. You assume all risks of injury, loss, or damage related to recreational activities, including lake use.

As the renter, you are responsible for any accidents, injuries, damages, or losses that occur to you, your guests, or your property during your stay. The property owners and affiliates are not liable for any injuries, losses, damages, or inconveniences, whether due to unforeseen circumstances or negligence on the part of guests.

In summary, you waive the right to seek compensation for any physical or emotional harm sustained while using the property, its amenities, or participating in activities.

10. **NO SUBLETTING:**

The occupant may not sublet or assign this agreement for all or any part of the property without prior written consent of the owner.

11. **THIRD-PARTY SERVICES:**

Any third-party vendors or service providers, including but not limited to caterers, decorators, and equipment rentals, are solely responsible for their services. The owner assumes no liability for the actions, errors, or omissions of third parties hired by the occupant or on their behalf.

12. DATA COLLECTION & USAGE:

- a. **Information Collected:** We collect basic information necessary for booking and managing our property rental services, including names, contact details, payment information, and booking details. This information is only used to manage and confirm your reservation, communicate relevant details, and process payments.
- b. **Short-Term Data Retention:** Your data will be retained only as long as necessary. By request, personal data will be securely deleted.
- c. **Data Protection:** We use appropriate technical and organizational measures to protect your data, but by using our services, you acknowledge that no data transmission over the Internet is entirely secure.
- d. Our company is not liable for unauthorized access, hacking, or breaches of third-party payment processors beyond our control; customers are encouraged to monitor accounts and report suspicious activity immediately.

13. PROPERTY USAGE:

The property may only be used for the agreed-upon purposes specified at the time of booking. Unauthorized activities, including vandalism, illegal activities, or conduct that endangers others, may result in immediate termination of the licence without a refund.

14. REPAIRS AND MAINTENANCE:

The property is licensed with the owner's furniture and household furnishings. The owner is not responsible for additional furnishings or equipment not already available. Any maintenance issues should be reported immediately. The owner will make every effort to address any issues but cannot guarantee that all equipment is in perfect working order, and no rate adjustments or refunds will be provided for equipment failures.

15. FURNITURE PROTECTION:

The occupant agrees to take reasonable care of all furniture and furnishings within the property. In the event of damage beyond normal wear and tear, the cost of repairs or replacement will be deducted from the security deposit as determined by the owner.

16. DAMAGE POLICY:

The occupant is responsible for any damage caused to the property during the rental period. Repair or replacement costs will first be deducted from the security deposit; if the deposit is insufficient, any remaining costs will be charged to the occupant in accordance with our damage policy.

17. FORCE MAJEURE:

We are not responsible for interruptions or cancellations due to events beyond our control, including but not limited to natural disasters, pandemics, or government restrictions. In such cases, contractual obligations may be modified, postponed, or terminated as necessary.

18. PARKING:

Motorized vehicles and parking on the grass are prohibited unless explicitly permitted in writing by the property owner. The occupant is fully responsible for any damage to the grass or landscaping, and parking is permitted only in the designated gravel driveway area.

19. COMPLIANCE WITH POLICIES:

By booking, the occupant agrees to adhere to all company policies, local laws, and guidelines for property use. Failure to comply may result in additional charges, termination of the agreement, or legal action.

a. Event Responsibilities:

- The renter is responsible for obtaining necessary permits, including liquor licenses if alcohol is served.
- The renter is responsible for the actions of all guests, and any damage caused will be deducted from the security deposit.
- Third-party vendor details must be provided to the owner at least 20 business days before the event.

20. AMENDMENTS & UPDATES:

This policy may be updated to ensure compliance with legal requirements or for operational reasons. Any changes will be communicated through our website or via email. Continued use of our services after updates signifies acceptance of these changes.

HOUSE RULES:

1. Check-Out Procedures:

- a. Check-out no later than 11:00 AM.
- b. Return all furniture to its original location.
- c. Empty all trash into the dumpster located at the far end of the parking garage in the designated area.
- d. Remove all food items from the refrigerator and pantry/cabinets.
- e. Place dishes, utensils, etc., in the dishwasher and start the wash cycle before departing.
- f. Place dirty sheets and towels in the laundry area.
- g. Return key cards to the lockbox.

2. No Smoking Indoors:

Smoking is strictly prohibited inside the property. Outdoor smoking is allowed only in designated areas, and all cigarette butts must be disposed of safely.

3. No Pets Allowed

4. Personal Belongings:

We are not responsible for any loss, damage, or theft of personal belongings. Please secure all valuables.

5. Safety:

Guests use the property and its amenities at their own risk. Follow safety guidelines, especially when using outdoor facilities, water equipment, or the kitchen.