

## Attachment B

# ELEMENTS AND INSIGHTS ACCOMMODATION RENTAL AGREEMENT

### STANDARD TERMS AND CONDITIONS

*Any changes to the following terms and conditions are identified in Attachment A*

1. Check-in and Check-out. Check-in time is 4 p.m. Check-out time is 11 a.m. Your ACCESS CODE for entrance to your accommodation will be emailed prior to your arrival date.
2. Smoking. Smoking on the premises is ONLY permitted within the confines of the designated area where a receptacle is provided. Smoking IS NOT permitted in any suite, within ten-feet of any suite doorway or window, nor in any hot tub/pool or on any hot tub/pool patio or roof top area.
3. Pets. Pets ARE NOT permitted within any suite. Breach of this provision will result in the immediate termination of tenancy. You furthermore agree to accept responsibility for any damages caused by pets permitted in the suite or on the premises by you, any member of the party, and/or any guest(s).
4. Occupancy. The posted rates presume DOUBLE OCCUPANCY. Additional overnight guests (i.e. anyone occupying the premises between midnight and 6 a.m.) MUST BE APPROVED by the owners, registered on Attachment A, and may be subject to an "additional guest charge" at time of booking. At no time shall more than six (6) people occupy any individual premise.
5. Minimum Stay. Units require a TWO (2) NIGHT MINIMUM stay or pecuniary equivalent.
6. Housekeeping. Unless otherwise specifically indicated, Elements and Insights Suites are SELF-CATERING. While towels, linens, cookware, and dishes are provided for the party's use and enjoyment, daily/weekly/monthly housekeeping is the party's responsibility. Equipment such as a broom, vacuum and/or sweeper and light cleaning supplies are provided for such tasks.
7. Parking. Unless otherwise specifically indicated, each unit includes parking for one (1) non-commercial passenger vehicle without trailer. Some restrictions (e.g. height) may apply where underground parking is provided.
8. Rate Changes. Until the reservation is confirmed, rates are subject to change without notice.
9. Obligations. Elements & Insights commits to providing the party with a well maintained, safe, clean and tidy living space upon its arrival. The party, in return, agrees to comply with all obligations imposed upon it during its occupancy with respect to maintenance of the suite and premises, including but not limited to:
  - a. keeping the suite and premises as clean and safe as conditions permit, and causing no unsafe or unsanitary condition in the common areas and remainder of the premises that the party uses;
  - b. disposing of all ashes, garbage, other waste, and recycling in a clean, safe, prescribed manner;
  - c. keeping all fixtures in the premises or used by the party as clean as their condition permits;
  - d. not deliberately or negligently destroying, defacing, damaging, or removing any part of the premises or rendering inoperable the smoke detector or any other safety device provided by the owners, or knowingly permitting any person to do so;
  - e. restricting in-suite cooking to the appliances provided for that purpose;
  - f. being responsible for all damage, defacement, or removal of any property within the premises that is in the party's control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the owners or owner's agent, defective products supplied or repairs authorized by the owners, acts of third parties not invitees of the tenant, or natural forces, and
  - g. refraining from conduct that would impair the safety or the right to quiet enjoyment of other individuals either on the premises, adjoining suites, or in the neighbourhood.
10. Damages. Damage or security issues are not anticipated to arise during your stay. Please note, however, that your Reservation Deposit will not be applied towards the amount owed for rental of the suite, but rather WILL AUTOMATICALLY CONVERT TO a Security (aka "Damage") Deposit upon arrival. This deposit will be fully refunded within fourteen (14) days of your departure, providing the obligations cited herein are met, and that the premises, furniture and effects are left safe, clean, tidy and undamaged beyond normal wear and tear. In the event that this is not the case, Elements & Insights will provide an itemized statement that lists the amounts of any deductions from your security deposit and the reasons for the deductions, together with a refund of any amounts not deducted. Matters under consideration would include, but not be limited to:
  - a. Charges incurred due to contraband, pets or collection of rents or services rendered;

## Attachment B

# ELEMENTS AND INSIGHTS ACCOMMODATION RENTAL AGREEMENT

- b. Charges accrued during your stay remaining unpaid at time of departure;
  - c. Debris, rubbish or recycling not disposed of in the prescribed manner;
  - d. Dishes, utensils or cookware left unclean or improperly stored;
  - e. Linens, cookware, effects or other itemized amenities having been lost, misplaced or damaged;
  - f. Facilities such as the hot tub interior or exterior areas, including cover and patio area, not left in a clean and useable condition for others either during or after your stay;
  - g. DOORS OR WINDOWS OF THE SUITE LEFT UNSECURED when not present;
  - h. Upon final departure, any keys issued not being left in designated drop area; or
  - i. The party being evicted by Elements & Insights, representatives of Elements & Insights, the owners, representative of the owners, or local law enforcement.
11. Hot Tub/Exercise Pool. Where hot tub or exercise pool access is provided, several cautions must be observed to ensure the comfort and safety of both your party and that of other and future guests. A more exhaustive list is provided on site, but the following should be noted in advance of your reservation:
- a. Only registered guests permitted access to hot tub, exercise pool and deck/roof top area;
  - b. Children under the age of 12 are prohibited from using the hot tub; aged 12 – 18 may use the hot tub, but only while under direct adult supervision;
  - c. Children under the age of 3 are prohibited from using the exercise pool; aged 3 – 6 may use the pool provided they wear a CSA approved life jacket and the parent is in the pool; aged 6 – 14 must be accompanied by an adult who is also in the pool at the same time;
  - d. Bathing suites or equivalent are required at all times while in the hot tub or pool;
  - e. Persons with open sores or any type of infection are prohibited from using the hot tub or pool; and
  - f. USE IS AT YOUR OWN RISK. Please remember that there is a certain health risk associated with this type of facility. Pregnant women, for example, may be at a higher risk of over heating when they are in a hot tub. If you are elderly, or suffer from diabetes, high blood pressure, heart disease, or other cardiovascular conditions, please ensure that you have prior medical approval from your doctor before using the hot tub or exercise pool.
12. Waste System. The waste systems in place, be they septic or sewer, are very effective but may clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No paper towels, condoms, or feminine products should be flushed at anytime. If it is found that such items have been flushed and clog or hinder the system, you will be charged for any associated damages.
13. Right of Entry. You agree that the owners or agent may enter the suite during reasonable hours with reasonable notice to inspect the premises, and/or to access or make such adjustments, repairs, alterations or improvements thereto as may be deemed appropriate or required.
14. Travel Insurance. While Elements & Insights do not endorse any particular insurance broker or agency, it is highly recommend that all guests investigate the option of purchasing travel insurance for their peace of mind.
15. Indemnifications. Units are privately owned. Elements & Insights will not be responsible for any accidents, injuries or illness that befall a member of the party while on the premises or its facilities. Elements & Insights are not responsible for the loss of personal belongings or valuables of any member of the party. Furthermore, the party expressly assumes the full risk of any harm arising from their use of the premises or to others whom they invite onto the premises.
16. Force Majeure. Elements & Insights will not be liable for events beyond their control which may interfere with the party's occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, strikes, terrorism, war, inclement weather, including flooding and neighbourhood construction. No rebate or refund will be offered in these circumstances.