

# **VF Marketing Ltd. (Doing Business as The Great Escape Vacation Rentals) Guest Terms & Conditions / Rental Agreement For all Vacation Rentals Listed at <https://tgevr.com>**

1. The Property is owned by the Owner and is offered on <https://tgevr.com>, and by The Great Escape Vacation Rentals (and referred to in this document as TGEVR) as a vacation rental accommodation and is provided in an 'as is' condition for the Guest as set out in this Agreement.

## **2. RESTRICTIONS**

The Guest agrees to follow the restrictions set forth by the Owner and TGEVR, in this agreement and the Guest Welcome Booklet at the Property, and shall be responsible for all guests, their adherence to this Agreement.

## **3. PAYMENT**

Bookings shall be confirmed in writing by e-mail by TGEVR on approval of the application and on receipt of valid credit card information (Visa, Master Card, American Express or Discover). The balance is due and payable 7 days before the date of arrival. The issuance of written confirmation to the Guest by TGEVR shall complete a binding contract between the Guest, TGEVR and the Owner, of which this agreement forms a part it. All payments are made to either <https://tgevr.ca> or <https://tgevr.com>.

## **4. CHANGES IN ACCOMMODATION**

Request to make changes to earlier planned accommodations can be made upon request, and will be accommodated based on availability; subject to our cancellation policy described in #5 below.

## **5. CANCELLATION / MODIFICATION POLICY**

Any cancellation, modification, such as change of unit or reduced length of stay must be made at least 7 days prior to 4:00 pm, check-in time of the day of arrival. The full amount of the reservation will be charged for cancellations and modifications made less than 7 days prior to the 4:00 pm check-in time.

The Guest is encouraged to purchase Trip Cancellation Insurance if there is a concern about the possibility of a late cancellation (less than 7 days before check-in).

## **6. REPRESENTATION**

The information and images contained in any printed or online material is believed to be accurate at the time of publication or posting. TGEVR reserves the right to make any changes it deems necessary to reflect the property more accurately.

TGEVR gives no warranty as to the state of the Property and accepts no liability for any act, neglect or default on the part of the Owner. Hot Tubs, TVs, DVD player and DVDs, fireplaces, fire pits, appliances and other such equipment is supplied at the discretion of the Owner as an added feature for the Guest. While every attempt will be made to ensure that such equipment and all other appliances are in working order for the Guest's visit, should any breakdown or other situation occur, whereby these items are not available for the term of the rental period, neither TGEVR, nor the Owner takes responsibility for replacing or refunding the Guest for the lack of use of these elements.

Guest acknowledges that the use of amenities such as hot tubs, spas, fireplaces, decks and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use are at the Guest's own risk.

## 7. OCCUPANCY

– CHECK-IN AND CHECK-OUT TIME is to be adhered to, unless otherwise arranged with TGEVR and confirmed by email. Un confirmed early arrival and/or late departure may result in additional charges, at the discretion of TGEVR.

– CHECK-IN is 4:00 PM. CHECK-OUT is 11:00 AM, Local Time.

– SMOKING IS NOT PERMITTED INSIDE THE PROPERTY home/cottage or facility. It is permitted on the decks and surrounding areas. A \$300.00 fine will be applied to the Guest's credit card for any evidence of smoking inside the property home. Any butts found on or around the Property, after a Guests Check-out will result in a \$10 charge per butt.

– VISITORS: Guests who have overnight visitors at the property in excess of the stated availability of the accommodation of that Property is permitted only with the prior written approval of TGEVR.

– SUB-LETTING OF THE HOME OR HOME PROPERTY IS NOT PERMITTED.

– CAMPING, TENT TRAILER AND RV: Separate camping, tenting or trailers or other additional accommodation facilities are not permitted.

– NOTE: That ANY person, REGARDLESS of age, is counted as a person in the occupancy of a property.

## 8. THE PROPERTY COMMUNITY

The Guest is reminded that while residing in the Property they are also a guest of the Complex and or Private Property.

Community: The Community includes many homes that are used only by their Owners. The Guest acknowledges, reads and agrees to follow the Bylaws & Rules of the Property Community, that may be posted in the Welcome Booklet in the Property.

Noise: Excessive noise and disturbance of other property owners and or renters will not be tolerated. Any guest creating a disturbance in the community will, upon the first complaint being filed, will be warned. The second complaint will result in a \$150 amount withheld from their stay Damage Deposit. A third filed complaint will result in immediate eviction and there will be no refund given for the remainder of your stay. In addition, if a formal complaint is filed with the

complex management and a fine is levied against the property owner, the offending guest will reimburse TGEVR and or the property owner the full cost of the fine and any associated expenses.

Further, the guest's booking information will be flagged, and TGEVR will no longer accept bookings from that guest. Airbnb, Booking.com, Expedia, VRBO and other booking agents will also be advised of this flagging.

## 9. PETS

Pets are welcome only in property's designated as 'Pet Friendly'. Guests will supply their own bedding for their pets. Pets are not permitted anywhere on ANY furniture. Outside, pets must be kept on a leash on the Property or anywhere in the Property Community. Guests will ensure that any deposits (faeces) made by pets on the Property or its adjoining structures, property and Community, are duly and properly disposed of. Damage and/or extraordinary soiling to the Property or its adjoining structures committed by Guest's pets will be subject to additional charges to Guest's credit card in amounts at the discretion of TGEVR.

**A \$300 FINE WILL BE CHARGED TO THE GUEST ALLOWING A PET TO ENTER A NON-PET FRIENDLY PROPERTY.**

## 10. INVENTORY/HOUSEHOLD RULES/ CLEANING

The Guest is expected and kindly asked to leave the Property in the same condition that it was in upon their arrival. The Guest is responsible for cleaning all dirty dishes and returning them to their stored locations they were found and for putting their own garbage and recycling in designated containers.

Guest agrees to read and follow by the Guest Information, as stated in the Welcome Booklet posted in the Property, and to use the inventory and equipment in a safe and responsible manner.

Any additional cleaning required, breakage or damage to inventory, equipment or any other part of property or community property, above and beyond normal wear and tear are the responsibility of the Guest and may result in additional charges to the Guest's credit card or other payment arrangements to recover costs.

## 11. LIABILITY / INDEMNIFICATION AND RELEASE

Guests are advised that lost or stolen personal items are not the responsibility of TGEVR or the Owner.

Guests will be supplied with confidential door code information and will be solely responsible for locking of the Property and safekeeping of personal items during their visit.

TGEVR and/or the Owner will not be liable for any consequential damages, loss or expense arising out of or in connection with the use of the Property or the inability to use the Property for any purpose whatever. TGEVR and the Owner's maximum liability for all damages, losses and causes of action, whether in contract, tort or otherwise, shall not, in any case, exceed in the aggregate of the contract price for the rental.

The Guest hereby covenants and agrees to indemnify and hold harmless TGEVR, and their agents, property's owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, legal fees incurred by the Guest, permitted guests, visitors or agents, representatives or successors of the Guest due to any claims relating to the damage or destruction of property or injury to persons or loss of life sustained by the Guest or family and visitors of Guest in or about the Property and the Guest expressly agrees to save and hold TGEVR and the Owner harmless in all such cases.

The Guest hereby waives and releases any claims against TGEVR, the Owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by the Guest on or near or adjacent to the Property, including common facilities, activities or amenities. The Guest agrees to use any facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

POWER OUTAGES: The area may be subject to extended power outages. The Guest is advised that neither TGEVR nor the Owner will be liable for loss of power and no partial or full refund of the price of the rental will be offered for any power outage. Loss of electric power is totally out of our control.

## 12. UNAVAILABILITY OF THE PROPERTY

In the event the Property is not available for use during the rental term due to reasons, events or circumstances beyond the control of TGEVR, TGEVR will apply due diligence and good faith efforts to locate a replacement property of equal value with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be secured and made available, TGEVR shall immediately return all payments made by the Guest, whereupon this The Rental Agreement shall be terminated, and the Guest and TGEVR shall have no further obligations or liabilities in any manner pertaining to this Agreement.

## 13. GENERAL PROVISIONS

If the Guest should fail to comply with the conditions and obligations of this Agreement, the Guest shall surrender the Property, remove all Guest property and belongings, and leave the Property in good order and free of damage. No refund of any portion of the TOTAL RENTAL FEE shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

This Agreement contains the entire agreement between the parties with regard to the Property rental, and any changes, amendments or modifications hereof shall be void unless the same is in writing and signed by both the Guest and TGEVR. The parties agree that this contract shall be governed by the laws of the Province of British Columbia and agree to legal counsel solely to the jurisdiction of the courts of British Columbia with respect to any and all disputes arising out of the interpretation and application of this Agreement and the relationship between TGEVR, the Owner and the Guest.

## 14. AGREEMENT TO THIS AGREEMENT

By being in receipt of this agreement, the Guest has agreed to the terms and conditions as stated in this Agreement and shall be bound by them.