

SHORT TERM RENTAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____
(hereinafter referred to as the "Agreement")

BETWEEN:

individual(s), resident of _____

(hereinafter referred to as the "Tenant")

- and -

Ian Kam and Constance Kam
both individuals, resident of _____
(hereinafter referred to as the "Landlord")

Whereas the Landlord is the owner of those lands municipally known as
_____**X**_____, Bragg Creek, Alberta (hereinafter called the "Premises");

And whereas the Landlord is desirous of renting the Premises to the Tenant upon the terms
and conditions of this Agreement;

And Whereas the Tenant is desirous of renting the Premises from the Landlord upon the
terms and conditions of this Agreement;

Therefore, in consideration of the terms and conditions contained herein, the parties hereto
agree as follows:

TERM

1. The Landlord does hereby lease the Premises together with all fixtures and appurtenances
thereto to the Tenant on an "AS IS" basis for a fixed term of _____**x**____ days, commencing
on _____**X**_____ and terminating at 10:00 am on _____**x**_____.

RENT

2. The Tenant shall pay as rent to the Landlord, for and during the term hereof the fixed
amount of \$_____**x**_____, calculated in accordance with the attached Schedule A
(hereinafter referred to as the "Rent").

3. The Rent shall be paid by pre-authorized credit card or e-transfer, paid x days in advance of the first day of occupation of the Premises (identified in Clause 2, above). This Agreement is not binding on the Landlord until the Rent is paid, in full.
4. In the event the Tenant terminates this Agreement within 30 days prior to the commencement of the rental period (identified in Clause 2 above), the Tenant shall forfeit One Half (1/2) of the Rent as a genuine pre-estimate of damages and not as a penalty. Upon forfeiture of the Rent as stated above, this Agreement shall be at an end, and both parties shall be released from further obligations set forth herein.

SECURITY DEPOSIT

5. In addition to the Rent, the Tenant shall deposit with the Landlord the sum of \$_____ to be held as security for damage caused to the Premises during the term of this Agreement, or excessive cleaning necessary to return the Premises to as good a state of condition as at the commencement of this Agreement (hereinafter referred to as the "Security Deposit").
6. Subject to the terms of this Agreement, upon the termination of this Agreement, the Security Deposit shall be returned to the Tenant, less any set off for excessive cleaning and/or the repair of damage to the Premises.

USE OF PREMISES

7. The Tenant agrees to pay Rent, and at all times during the Term of this Agreement, keep, and at the termination hereof, yield up the Premises all fixtures and appurtenances thereto in good and tenantable repair, reasonable wear and tear only excepted. Reasonable wear and tear, as used herein, and as stipulated in the *Residential Tenancies Act* (Alberta) shall mean the deterioration that occurs over time with the use of the Premises even though the Premises receive reasonable and proper care and maintenance.
8. The Premises shall be used and occupied by the Tenant and the Tenant's immediate family, exclusively, as a private single-family dwelling. The maximum allowable occupancy is not to exceed 8 persons. No part of the Premises shall be used at any time during the Term of this Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. The Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are invitees of the Tenant, to use or occupy the Premises, or to exceed the maximum allowable capacity without first obtaining Landlord's prior written consent to such occupation.
9. The Tenant shall not do anything or permit anything to be done in or about the Premises that shall be deemed a nuisance or which shall cause annoyance to the Landlord or adjoining occupants to the Premises.
10. The Tenant shall occupy the Premises in compliance with all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authority affecting the cleanliness, use, occupancy and preservation of the Premises, including without limitation the Hamlet of Bragg Creek and the County of Rocky View.
11. The Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on

the Premises or that might be considered hazardous by any responsible insurance company.

12. Smoking is prohibited within and outside the Premises.
13. Animals are prohibited within the Premises.
14. Notwithstanding Clause 13 above, the Landlord reserves the right to allow pets (determinable at the Landlord's sole discretion) upon specific request by the Tenant and payment of an additional sum of Rent, in the amount of **\$XX** per day of occupancy. Tenants shall be responsible to clean after their pets. This includes no pets allowed on any furniture and excrement and urine to be done on gravel that is to the north/right side of the premises. Excrement is to be cleaned up and disposed of appropriately. Failure to adhere to these requirements will result in the forfeiture of their Security Deposit, plus such additional costs as may be reasonable in the circumstances.

CONDITION OF PREMISES

15. The Tenant hereby irrevocably acknowledges that the Tenant has fully examined the Premises, and that the Premises are in good tenantable repair, and are in a safe, clean and tenantable condition.
16. In the event the Landlord cannot deliver possession of the Premises to the Tenant upon the commencement of the Term, through no fault of the Landlord, then the Landlord shall have no liability to the Tenant. In such event the Rent due hereunder shall abate until possession is made available to the Tenant. In the event possession cannot be delivered to the Tenant, through no fault of the Landlord, then this Agreement and all rights hereunder shall terminate and be rendered void.

ASSIGNMENT AND SUB-LETTING

17. The Tenant shall not assign this Agreement, sub-let or grant any license to use the Premises or any part thereof without the prior written consent of the Landlord, which consent may be arbitrarily withheld.
18. The Landlord is entitled to assign this Agreement, with or without notice to or consent of the Tenant.

ALTERATIONS

19. The Tenant shall not make any alterations on or within the Premises.

UTILITIES, MAINTENANCE & REPAIRS

20. The Landlord shall be responsible for arranging or paying for utility services required on the Premises, including electricity, heat, natural gas, water, sewer, internet and cable services.
21. The Landlord will, at their sole expense, keep and maintain the Premises, fixtures and appurtenances in good repair and good sanitary condition prior to the commencement of this Agreement.
22. During the term of this Agreement, the Tenant shall be responsible for:

- (a) costs to repair plugged toilets, sinks and drains; and
- (b) the cost of replacing or repairing air filters, damaged windows, screens, doors, plumbing fixtures, and light fixtures that are damaged, burnt out, broken, removed or destroyed at any time during the tenancy.

ADHERENCE TO RULES & BYLAWS

23. The Tenant shall abide by all provincial, municipal and community-based laws, by-laws, and ordinances, whatsoever, including without limitation the Tenant shall:

- (a) The Tenant will not perform illegal acts or carry on an illegal trade, business or occupation in the Premises. This shall include, without limitation, consumption of illegal narcotics or similar substances;
- (b) Not obstruct the driveways, sidewalks, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of it within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window. When the Tenant leaves the Premises, the Tenant shall ensure the doors and windows to the Premises are locked. The Landlord shall not be responsible for lost, stolen or damaged items as a result of security breaches, nor damage from wildlife due to Tenant negligence;
- (g) Keep all air vents, and filters clean and free from dirt, including cleaning of dryer lint trap after each use;
- (h) Keep all lavatories, sinks, toilets, drains and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. The Tenant shall not allow any grease (including cooking grease), sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of cleaning stopped plumbing resulting from misuse shall be borne by the Tenant;
- (i) The Tenant and the Tenants family and invitees or guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or

permitted to stand on the exterior of any building or within the common elements;

- (l) Abide by and be bound by the rules and regulations, including House Rules and Move Out Procedures attached hereto as Schedule B and C, respectively.

INSPECTION OR REPAIR OF THE PREMISES

24. In the event of an emergency, the Landlord shall have the right to enter the Premises without notice to or consent of the Tenant.
25. In the absence of an emergency, the Landlord and its duly appointed agents shall have the right upon provision of a minimum of Twenty Four (24) hours' notice to enter the Premises for the purpose of:
 - (a) Inspecting the Premises and all improvements, fixtures and appurtenances thereon; or
 - (b) Making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation or improvement of the Premises.

Unless otherwise agreed between the Landlord and the Tenant, access shall be arranged between the hours of 8:00 A.M. and 8:00 P.M.

SURRENDER OF PREMISES

26. Upon the expiration of the Term, the Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable wear and tear only excepted.

INDEMNIFICATION

27. The Landlord shall not be liable for any damage or injury of or to the Tenant, the Tenant's family, invitees or guests or to any other person entering the Premises and the Tenant hereby agrees to indemnify, defend and hold the Landlord harmless from any and all claims, action or assertions of every kind and nature whatsoever.

GENERAL MATTERS

28. This Agreement shall be governed, construed and interpreted by the Laws of the Province of Alberta.
29. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

31. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the parties to the Agreement.
32. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
33. No indulgence, waiver, election or non-election by the Landlord under this Agreement shall affect the Tenant's duties and liabilities hereunder.
34. All notices, demands or request required to be in writing and served upon the parties herein shall be served at the following addresses:
- (a) The Landlord via their Property Manager: info@creeksidecabin.ca
- (b) The Tenant: _____
35. The parties hereby agree that this document contains the entire agreement herein and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed:

As to the Landlord, Constance Kam and Ian Kam, signed this _____ day of _____.

Per: _____ (signature)
(print name)

As to the Tenant this _____ day of _____.

Witness

Tenant

Witness

Tenant

SCHEDULE A

RENT

\$XXX.00	Rental rate per day
\$XX.00	One time cleaning fee
\$XX.00	Pet allowance fee per day
<u>\$XX.00</u>	GST
\$XXXX.00	TOTAL RENT DUE

SCHEDULE B

HOUSE RULES

1. NO smoking on the premises (including outside) due to fire hazards. Guests are responsible for adhering to all provincial or county firebans.
2. We strictly impose our pet-free, maximum guests, and no events/parties policies. By-Law quiet hours are 10pm - 8am everyday, which includes no outdoor music and loud noise during these hours.
3. As per By-Law imposed by Rockyview County, this is not a party or event space. No weddings, stag/stagette and/or birthday parties - please look for a separate suitable venue.
4. Doors must be kept closed at ALL TIMES to minimize pest/animal entry. Garbage is NOT to be left outside (wildlife attractant). Also, pest control plugins are not to be removed (plugins throughout cabin that have a blue light).
5. Ensure BBQ gas valve is turned off after every use and fires 100% extinguished after use. Fires are not to be left unattended.
6. No tenting/camping/RV's. 3 overnight vehicle maximum.
7. Do not remove orange pylon (marks a shallow water valve). NO vehicles parking/driving on any of the grass; only use driveways. There is a sewage cover, shallow water piping, and a water valve that could burst under any heavy weight, such as a vehicle.

Contravention of any of these house rules will result in the loss of security deposit.

Routine yard maintenance may be on site during your stay.

Mobile treatment units (ambulances) or private vehicles may be parked in front of the garage. The people involved with the use of these know not to disturb guests and we request the same for guests to not disturb them or those vehicles.

SCHEDULE C

MOVE OUT PROCEDURES

1. Return all items belonging to the premises.
2. Start a load of either towels in washer on “hot”.
3. Remove all personal items from fridge, freezer, and pantry. Leave items that were provided/supplied by the Landlord.
4. Place all used dishes in dishwasher and turn on upon departure.
5. Ensure BBQ gas valve is turned off.
6. Ensure any fire in fireplace is extinguished.
7. Sign out of any TV streaming platform accounts.
8. Ensure all exterior doors, including back sliding door, garage, studio, shed are locked upon departure.