

Cottage Rental Policy, Terms, & Conditions

Black's Bay Lodge ("**BBL**") and our 113 acres of forests are very important to us. We have made many personal sacrifices over the past 22 years to get it to where it is today.

While we are interested in sharing our creation with others, we never want to have the heartache of having it damaged or destroyed because we rented to someone who wasn't careful or considerate. While we have some property insurance in case of disasters, our **BBL** policies are based on not having one "regrettable rental" during any 25 year period (ie. If we were to rent for 7 months a year for 25 years, for a maximum of 758 weekly rentals; the odds of a "regrettable rental" must be less than 1/2000). To achieve this, **BBL** needs to be reasonable but cautious, and not narrowly focused solely on the possible income potential.

Hopefully, you will fall in love with **BBL** and want to protect it as much as we do, and enjoy coming back year after year.

Secondly, I have found that everyone who wants to cancel or change their commitments always has a good reason for trying to do so (at least in their minds). In many cases however, wanting to cancel or change is due to lack of original commitment, on-going indecision, or a change in personal choices and priorities; rather than it being physically impossible for people to carry through with their original commitment.

BBL has a reservation, cancellation, & damage policy which attempts to balance the cost, risk, & benefits; while being fair to all parties. If any of the following policies cause you significant difficulties, I would be pleased to discuss your special circumstances with you. Otherwise, **BBL's** reservation, cancellation, & damage policy is as follows:

1. **BBL** rental rates are designed to be reasonable, and provide significant value for your money. As additions or improvements are made at **BBL**, there is increased value to the rental. In addition, inflation may increase **BBL's** costs. Thirdly, competition in the marketplace may adjust all rates up or down. **BBL's** policy is to set rental rates so that approximately 75% occupancy is achieved. For these reasons, the rental rates will probably increase from year to year. **BBL** will attempt to provide as much notice of these price increases as possible. Once you have paid your Booking Deposit and your Application has been accepted, your rates will be fixed and guaranteed.
2. Weekly rates will generally be set at 5.5 times the daily rate. Monthly rates will generally be set to be 24 times the daily rate.
3. Bookings more than three months prior to the rental will only be taken with a Saturday 2:00 PM arrival and a departure prior to 11:00 AM the following Saturday (ie. A full week, Sat. to

- Sat.). During the last three months prior to the reserved dates, bookings for mid-week or other arrivals, or part week reservations *may* be accepted, especially during the off-season (other than June, July, or August).
4. **BBL** has taken great effort at providing the information you need to decide if **BBL**'s facilities meet your needs and desires. You are expected to review **BBL**'s website (<http://www.blacksbay.com>) prior to submitting an application. If you wish, **BBL** will provide read-only access to our Operator's Manual and Renter's Guide so you can examine what **BBL** has to offer, and your assumptions & expectations.
 5. If you wish to proceed to rent **BBL**'s facilities, you will be requested to fill out an application form, sign an "indemnification, assumption of risk, and liability waiver", and include your Booking Deposit of 50% of your total rental fee, and send them all to **BBL** well in advance of your requested time slot.
 6. Everyone that you plan to have on the property and/or visit you on the property during the rental period must be listed on the application (ie. We don't want 1 person to rent & 500 people to show up for a "cottage riot" party). You will be held responsible for yourselves, as well as the actions of your guests.
 7. **BBL** will review your application, check references, and promptly accept or decline your application. If you are accepted, **BBL** will send you a notice in writing of your acceptance, terms & conditions, & your time slot.
 8. If your application is turned down for whatever reason, your full deposit will be returned to you with our letter of regrets.
 - a. If the requested time slot is already filled by the time we receive & approve your application, **BBL** will contact you as to other time slots still available.
 - b. If no other time slot available is suitable to you, you can choose to get a full refund, or you can choose to apply your Booking Deposit towards a spot on the "standby list" for that same year, or for the next year.
 9. Upon acceptance of your application, you will be provided with the Internet links to a sub-set of the Operating Manual that you will need to plan your vacation, pack the vehicle, drive to **BBL**'s facilities, and gain access. It is expected that you (and preferably everyone in your party) will review this manual immediately after acceptance of your rental application.

10. The full cost of the rental has to be paid three (3) months in advance of the first day of the scheduled time slot (this is in addition to your Booking Deposit). For example, if your rental period starts on August 1st., then payment in full is due 3 months in advance of August 1st, which is May 1st.
 - a. After you pay the full rental fee, your Booking Deposit (previously paid by you with your application) will continue to be held by **BBL** as your Security & Damage Deposit.
 - b. Payment 3 months in advance of your rental period gives **BBL** sufficient time to try and find somebody else if you do not make this second payment.
 - c. If **BBL** has not received this second payment in full on or before this due date, your rental time slot is subject to cancellation. If **BBL** is able to do so, your reserved time slot will be rented to another party on a first-come, first-served basis. Your non-refundable deposit will be forfeited to **BBL**, and will be used to cover **BBL**'s liquidated damages & administration overhead in trying to rent your forfeited time slot to others.
 - d. If you subsequently can't go during your reserved time slot, you can:
 - i. If there is still more than 3 months prior to your rental period, request **BBL** to switch your scheduled period for another time slot. This will be subject to a \$50.00 administration fee, paying any additional price between your current time period and the one being requested, and prior commitments made by **BBL**.
 - ii. nominate someone to take your place, and provided they fill out an application and are accepted by **BBL**'s same screening process, all your deposits (less a \$50 administration fee) will be applied to your nominee's Booking and rental fee; otherwise you will lose your deposit(s) and rental fee(s) already paid.
 - iii. Request **BBL** to assist you in re-selling your time slot. If **BBL** is willing to assist your efforts, there will be a service fee &/or expenses incurred by you for this method, payable by you to **BBL**.
11. **BBL**'s staff will inspect the property and make some basic preparations for your arrival. If you will be late arriving, or are delayed for any reason, please contact **BBL** as soon as possible so

that we are prepared and do not leave an unstable situation at the facilities (ie. Water freezing because you are not there to start heat as planned, propane pilot lights, etc.)

12. You may arrive at any time after 2:00 PM on the first day of your reserved time slot. A Operating Manual and Guide for Renters (with diagrams & pictures) will be in the lodge to help remind you and assist you during your stay. If it is in the Operating Manual, you are expected to be self-sufficient. In case of emergency, or for issues not covered by the Operating Manual, **BBL** personnel will be available by telephone to listen to your concerns & advise you.
13. During your rental period, you will be responsible for keeping the property safe, and are also legally responsible for yourselves and everyone in your group. See the Waiver for details.
14. You must be fully packed and have completely vacated the buildings and the entire property on or prior to 11:00 AM on the last day of your time slot.
 - a. If you are late leaving, you have breached your rental contract, and will be charged a \$50.00 administration fee, plus a overtime charge of \$0.50/minute for this on-going breach until you have fully vacated the property. This late charge will be paid immediately to **BBL**.
 - b. If there was a subsequent guest in the time period immediately following you who is delayed from their 2:00 PM start, the delayed **BBL** guest will receive all of these late fees (\$50.00 plus the \$0.50/minute late fee paid by you), otherwise **BBL** will retain them as liquidated damages.
15. You are expected to leave the property in the same condition as your received it, or better.
 - a. **BBL**'s staff will do an inspection between renters. They are not full-time housekeeping staff.
 - b. If anything is found to be amiss, missing, damaged, dirty, or out of place after you leave; you will be charged to put it right.
 - c. **BBL** personnel will conduct an inspection of the lodge and area between 11:00 AM of the last day of your rental and the arrival of the next group (as soon as 2:00 PM that same day); looking for dirty, dis-organized, missing, or broken items; or other problems.
 - d. If there is any significant cleaning, damage, or losses from any cause whatsoever

- (except normal wear & tear), there will be a **BBL** administrative charge of \$50.00 plus the reasonable costs incurred by **BBL** to restore the property to its former condition.
- e. It is our expectation that because we spent the effort up front to verify that we are only renting to responsible adults, we should expect no damage deposits to be forfeited except possibly once in a 5 yr. period (1:50 odds) due to an unintentional accident.
 - f. **BBL** will either clean, work, repair, or replace the damage or item(s); as decided by **BBL**.
 - g. If there is no cleaning, work, damage, nor other losses (other than normal wear & tear), your full Security Deposit (originally received as the Booking Deposit) will be refunded to you without fee nor other deduction.
 - h. If the liquidated costs, damages, or losses suffered by **BBL** directly or indirectly due to your rental period is greater than the amount of your Security Deposit, **BBL** will invoice you for the difference, and you will immediately pay this amount upon receipt of **BBL**'s invoice.
16. Once you successfully rent the cottage in one year, you have an option (ie. right of first refusal) to rent for the same time slot for the following year.
- a. This option expires 9 months before your reservation date of the following year if **BBL** has not received your Booking Deposit on or before the date the option expires.
 - b. For example, if you rented Aug. 1 to Aug 14th of 2002, your deadline for making your next year's Booking Deposit is nine months before Aug. 1st 2003, which is Nov. 1st of 2002. The Booking Deposit will be 50% of the rental fee for the reservation you have requested.
 - c. Whether you are returning for another year, or are renting for the first time, to hold your reservation place a deposit of 50% of the cost of your rental has to be paid 9 months before your first selected date in the chosen time slot. Prior to the receipt of this Booking Deposit by **BBL**, you do not have a reservation. This amount will be held by **BBL**, without interest, as your non-refundable Booking Deposit.
 - d. If **BBL** has not received your Booking Deposit on or before this 9 month option date, **BBL** is free to contract with a third party for this same time period. If you eventually get around to paying the Booking Deposit, you can make your reservation provided

that somebody else hasn't already paid a Booking Deposit for the time slot you requested.

- e. If you so choose, the un-used balance of your Security Deposit for this year can be retained by **BBL** as your Booking Deposit for next year's rental.
17. **BBL** realizes how important your reservation is, & how much you were looking forward to your time at **BBL**. However, **BBL** reserves the right to cancel the reservation at any time due to significant circumstances beyond our control (ie. fire, flood, strike, storm, prior damage, serious illness, etc.). If **BBL** cancels your reservation for any reason, you will receive a full refund without fee nor deduction; and **BBL** is not responsible for any other damages, costs, restitution nor other liability for cancellation of a reservation. **BBL** does not pay nor account for any interest on any deposits held at any time.
18. These policies are subject to change by **BBL** at any time without prior notice.

Glenn Black, Proprietor
Black's Bay Lodge