

General Terms & Conditions *effective May 1, 2021*

Please read these terms & conditions before completing your reservation



These **Terms & Conditions** are applicable on all **Reservation Contracts** and any supplementary agreements such as for parking, incidentals, and renewals, between **Neighbourly North** ("NN" or "we, us") and our clients (Guest(s) or "them, their") for the rental of fully furnished long or short-term accommodations and all associated benefits ("Property"). A day in the context of this agreement relates to a period of 24 hours.

1. Payment

All prices are quoted in Canadian Dollars, including prices shown in our brochures or on our website. Guests(s) agree to pay the rental of the Property for the duration of the Reservation Contract and any/all applicable fees for additional services requested by the guest(s). Payment can be made to NN by Interac E-Transfer, Electronic Funds Transfer, Company Cheque, VISA, MasterCard or American Express.

- a) All new reservations of two months or less must be paid in full within 24 hours of booking submission. Any reservation longer than two months may be charged on a monthly basis, which must be established with NN on a case-by-case basis. Your reservation is not confirmed until payment has been made. We reserve the right to terminate any reservation if payment does not reach us at a minimum of 14 days in advance of the next period due and to evict if payment has not been received by its due date unless other payment terms have been established in advance.
- b) Guest(s) are required to pay in full or complete and return a Lease Agreement in order to confirm their reservation. For the duration of the reservation and any extension of it, the guest(s) agrees to pay fees for the rental of the Property and any additional chargeable services utilized. Unless otherwise arranged or agreed, any balances owing will be charged to the credit card account on file without further notice. A Security Deposit may be held by NN and will be returned to the guest(s) not exceeding 10 business days following departure. NN reserves the right to request identification from a guest.
- c) If any installment for the rental of the Property or any sum due from guest(s) or Corporate Client shall not be received on the due date for payment, then the Guest(s) or Corporate Client shall pay to NN an interest charge of 12% per annum, calculated in advance at 1% per month or the maximum rate authorized by law, whichever is less, in addition to any late charges and other charges imposed and due under this Lease. The charging or acceptance of such interest by NN shall in no event constitute a waiver of default with respect to such overdue amount, nor prevent NN from exercising any of its other rights and remedies granted hereunder.

2. Liability & Insurance

The guest(s) agree to indemnify NN against loss, injury, damage, cost, action, or cause of action of any nature whatsoever caused by any of the guest(s), Permitted Occupant(s) or of any person they invite into the Property. NN is not liable in any way for any lost, damaged, or stolen items of the guest(s) used or contained in the Property during the guest (s) stay or left in the Property once the guest(s) has vacated. The guest(s) hereby releases, remises, and forever discharges NN, its Officers, Directors, Managers, Employees, Agents and Contractors, from any and all liability, loss and damages, including personal injury and death that may arise from or in relation to the guest(s) exclusive possession of the Property and use of the Property until the Departure Date, whenever or however they occur.

The guest(s) and occupants are advised to maintain appropriate liability insurance and homeowners and/or tenants' insurance.

In instances that parking and/or storage arrangements are provided, NN accepts no responsibility whatsoever for the Guest(s) vehicle, Property, or contents, nor for any loss, injury or damage to persons using such vehicle howsoever caused. The guest(s) agree that such vehicle or storage space, Property and contents shall be in the parking space and such Property in the parking space and such Property in the storage space are at the sole risk of the guest(s).

Without prejudice to any other right or remedy NN may have, the guest(s) may forfeit their security deposit (or an appropriate proportion of it) if they do not respect the **Terms and Conditions** set forth herein.

3. Check-in & Check-out

The guest(s) are required to vacate their Property by **11:00 A.M.** and arriving guests to check-in after **3:00 P.M.** Changes required by the guest(s) on the departure and arrival time must be reported to NN for confirmation of the availability of change, which may result in a \$50.00 administration charge for early check-in or late check-out. Return or pick up of keys, passes and remotes will be made available during regular business hours. Upon request, prior arrangements can be made for the return or pick up after business hours, weekends, and holidays.

4. Extensions

Your Property is booked only for the period of time noted on your Reservation Contract. Should you wish to extend your stay, please provide NN with as much notice as possible. We cannot guarantee that dates will be available for guests' extension if not contained within the Reservation Contract. Extension requests will be subject to availability and current rates.

5. Confirmation Changes

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Any changes modified in a confirmed reservation may be subject to an administration charge of \$50.00 per reservation. Acceptance of changes in check-in dates remains at the sole discretion of NN any may be viewed as a cancellation. Early check-out dates require a thirty (30) day notice or will be subject to the balance of the notice up to a maximum of a thirty (30) day penalty.

In extreme circumstances NN may find it necessary to cancel a reservation and if so, NN shall make all practical efforts to offer a comparable alternative. If this is not acceptable, NN will refund any sum paid in advance, which shall constitute full and final settlement of any liability NN may have as a result of such cancellation.

6. Cancellation

NN must be notified in writing of any request to cancel a reservation within 48 hours of completing the reservation, and at least fourteen (14) days ahead of the arrival date in order to avoid cancellation charges. Seven (7) days notice is required to avoid cancellation charges in excess of 50% of the total booking value. Cancellations less than seven (7) days ahead of the arrival date are not refunded. In the event of cancellation, the following charges will apply. NN may apply the guest's security deposit against applicable cancellation charges.

Cancellation Policy	
Within 48 hours of reservation & 14+ days prior to check-in	100% refund + applicable tax
7+ days prior to check-in	50% refund + applicable tax
0 days (60 night reservation or less)	0% refund + applicable tax
0 days (60+ night reservation)	0% refund (next 60 nights) + applicable tax
<i>All cancellations must be received in writing</i>	

7. Rate Changes

NN's published rates are subject to change without notice. Guests are required to reconfirm rates on all reservations, extensions, or new reservations. NN reserves the rights to increase the rate at any request for a booking extension. Any guest(s) whose original reservation is for one (1) month of greater and who advises NN of an earlier than scheduled check-out having the effect of reducing the reservation to less than thirty (30) or thirty-one (31) days, will be subject to a corresponding rate change to the higher weekly or nightly rate, as applicable. All such reductions in duration will also be subject to the applicable goods and services tax, provincial sales tax, or other similar taxes, collectively "Taxes". NN will revise the original billing in this regard and charge the guest(s) accordingly.

Where applicable, NN will be responsible for charging, collecting, and remitting the payment of taxes to the relevant taxing authority. NN shall advise guest(s) of any change to its legal name or registration numbers. NN will make reasonable efforts to ensure that its invoices meet all requirements imposed by law to permit guest(s) to claim a credit or refund of any applicable Taxes. Neither party will be responsible for the payment of any taxes imposed on the gross or net income, gross or net receipts, or taxes in respect of capital, Property, doing business, excess profit, or any similar taxes or charges (including any interest and penalties thereon) or the other party.

8. Customer Satisfaction

NN's accommodations are guaranteed to be representative of the description provided. Guests are responsible to notify NN within one business day (24-hour period) upon arrival should the guest(s) find accommodations to be other than as represented or have a concern which makes the accommodation less than acceptable. NN will make every effort to remedy the issue as follows:

- a. Find and book the guest(s) another comparable property (in the event a substitute property is found which rents at a higher rate than originally booked, the guest(s) may be asked to pay the difference); or
- b. If a comparable property is not available, all monies paid in advance for the unused portion of the reservation, plus one (1) additional night for the used portion, if applicable, will be refunded. In addition, other charges (i.e. incidentals) will be charged accordingly.

NN will do everything possible to accommodate guest(s) needs, however, NN is not responsible for situations and conditions of Force Majeure, including but not limited to bad weather, airline delays and labor strikes.

9. Termination of Reservation Contract

NN has the right to terminate a **Reservation Contract** at any time if NN, in its sole discretion, determines there are grounds of abuse or discriminatory conduct to staff, other guests, members of the community, or neighbours of the Property, mistreatment of the Property, a violation of any of the terms in this agreement, non-payment of rent, or suspected criminal activity on the part of those occupying the Property or their guests. In such circumstances, NN is not obliged to provide or locate alternative accommodation. The period of notice and the refund applicable are entirely at the discretion of NN. At the end of the reservation contract, any failure to depart from the premises will be considered trespassing.

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10. Rules & Regulation

In addition to these terms and conditions, guest(s) and all other occupants acknowledge and agree to comply with By-Laws and Rules & Regulations of the building and/or condominium association and all applicable municipal, provincial, and federal rules and regulations that may apply in the jurisdiction of the rental during the term of the contract. Failing to do so; NN has the right to terminate the contract for misconduct without refund.

Forbidden actions include but are not limited to the following:

- Cause a disturbance or interference of comfort to other residents of the building;
- Cause unreasonable noise after 11:00pm
- Directly or indirectly having any parties or events
- Cook outside of the kitchen or approved BBQ areas;
- Block toilets, sinks, tubs or other water fixtures with garbage or other substances;
- Hang clothes, towels or bathing suits on balconies, windows, or terraces;
- Post any ads, notices, or any other signs anywhere in the building;
- Remove dishes, cookware, linens, textiles, or any other equipment or furnishings from the Property;
- Use roller blades, bicycles, or skateboards in all areas of the building;
- Leave windows open when the Property is not inhabited
- Install additional locking devices on any doors;
- Leave garbage or debris in any common area not designated for waste disposal;
- Leave children under the age of twelve (12) unattended in the Property or any common areas of the building;
- Tamper with smoke detectors or fire extinguishers

Any moved furniture must be returned to its original location prior to the guest(s) Departure; any damages caused by such movement will result in additional fees.

Guest(s) may not solicit or peddle, not use their Property for other than residential or tourist purposes. An excessive level of noise will not be tolerated at any time.

Guest(s) and all other occupants must keep their personal belongings inside the Property (bicycles, shoes, door mats, carriages, umbrellas, etc. are not permitted to be left in the hallways or passageways).

NN reserves the right to add or modify the applicable Rules and Regulations from time to time and to require specific rules for certain rentals and jurisdictions that may not be universally applicable. The guest agrees to abide by the applicable Rules & Regulations in place for their rental at all times.

11. Damages

The guest(s) are also responsible for maintaining all practical care of common areas of the Property, parking areas, the Property and its contents. Except in the case of normal wear and tear, the guest(s) are responsible for any damage to common areas, parking areas, the Property or its contents during their stay which has occurred due to the negligence, willful default or irresponsible behaviour on the part of the guest(s) or those occupying the Property or their guests. Any damage must be reported to NN by the guest(s), without delay. Guest(s) will ensure that nothing is done which may jeopardize NN's insurance policy or any part of it in respect of the Property and its contents. Damage to structures, furniture, linens, art, collectibles, and all other items of value will be charged at replacement value.

12. Housekeeping & Utilities

Housekeeping is provided at a minimum of once per month for all our properties (for reservations over four (4) weeks). Guest(s) are responsible for maintaining the overall cleanliness and condition of the interior of the Property, and refunds will not be issued for any declined housekeeping service. Upon departure, guest(s) are expected to leave the Property in the same condition that we have provided, or be billed a minimum of \$30.00 per hour for additional cleaning costs associated with the state of the Property such as waste removal. Extra housekeeping charges will apply for any property which requires more time than normally allocated for a clean out to return the Property to NN standards. NN conducts a final cleaning and inspection of each Property upon Guest(s) departure.

Guest(s) are required to comply with all applicable waste management rules and regulations in the jurisdiction of the rental. Guest(s) shall be solely responsible and indemnify NN for any fines and penalties incurred as a result of their failure to comply with applicable waste disposal rules and regulation.

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Basic utilities (electricity, hot-water, heating, and sometimes central air-conditioning, etc.) are included in the rental rate. However, the guest(s) must ensure that all lights and small appliances are turned off, and air-conditioning and heating units should be turned down to save energy when the Property is not occupied, and that doors and windows are not left open when air-conditioning and heating units are running. Faulty plumbing or leaks that are identified should be reported to NN immediately as they can result in damage to the Property. Extra charges may apply if any utilities bill rises above and beyond the standard usage costs for the specific Property rented.

The rental of propane barbeques does not guarantee full propane tanks and replenishment of this consumable is the sole responsibility of the guest(s).

Where the housekeeping service has been declined, NN reserves the right to enter a property for the purposes of inspection.

13. Incidental Charges

Guest(s) shall be responsible for the costs of replacing lost keys, door openers or for any damage caused by abuse or neglect. There will be a minimum charge of \$50.00 for lost keys, and \$100.00 for each of the following lost items; remote fobs, security/parking passes, and garage door remote controls. A lock out charge of up to \$100.00 will be billed to the guest(s) account for any required re-access to their Property. Should locks require changing, a charge of up to \$500.00 will be levied against the cost of a locksmith.

Basic streaming services and internet are provided at each Property, and in some cases cable television. Each Property has been equipped with a modem for High Speed Internet, and in some cases Wi-Fi boosters. Upon departure, all equipment must remain in the Property or the Guest(s) will be responsible for a charge of up to \$500.00 for replacement of the modem, router, receiver, tv remote control, Wi-Fi booster, and/or any other electrical equipment located in the Property.

Each Property is equipped with a Wi-Fi router – the internet connection is secured by a WEP key security passcode and NAT using a single internet IP address specifically assigned per Property. Any access to the internet and the use of NN's equipment to do so is undertaken at the Guest(s) own risk. It is the responsibility of the guest(s) to ensure they have anti-virus software on their personal computers or laptops to protect against malware and online viruses. NN is not responsible for any form of cyber risks including but not limited to the loss of data or unauthorized access, denial of service attacks, insider theft of information, and unauthorized or unlawful network-based activity.

14. Occupancy

Only persons notified to NN in advance may occupy the Property overnight. Guest(s) are not permitted to sublet the Property to any other third party. The number of persons permitted to occupy the Property is limited to the number indicated on the Reservation Contract including children and overnight guests. NN reserves the right to refuse admittance to the Property if this condition is not complied with.

15. Smoking

For the comfort of all of its guests, NN offers a smoke free environment. There will be no smoking of any sort, or burning of candles or incense permitted in any property managed by NN. Individuals smoking in the properties will be subject to eviction and responsible for complete sanitization and restoration costs.

The definition of "smoking" used herein includes but is not limited to tobacco, cannabis and vapour and includes the use of a pipe, a bong, an electronic cigarette, a vaporizer, or any other device of this nature. This prohibition applies to the interior and exterior areas of the Property, including the dwelling, land, balconies, terraces, and common areas. On a case-by-case basis, NN may approve smoking in certain select exterior locations of select properties. Guest(s) are required to obtain express written approval from NN to smoke in such locations.

16. Pets

Some but not all of the properties where NN has properties permit pets. In properties where pets are permitted, some restrictions may apply. A Pet Agreement must be signed by any Guest(s) wishing to accommodate their pet(s) in that Property. NOTE: Fees are applicable in all instances of pet stays. Failure to notify NN of a pet will result in a fine of \$500.00, all applicable pet charges and possible eviction.

17. Rights of Access

NN, or our authorized agents, may at any time access the Property for the purpose of inspection of the Property, and to carry out repair or maintenance work. NN will make every effort to give advance notice to the guest(s).

18. Facilities & Services

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All properties are fully furnished to a high standard and include a kitchen fully operational with appliances, cutlery, and kitchen utensils. No food is provided, except for gifts provided to guest(s) on a case-by-case basis. Properties are equipped with entertainment centers, quality linen and towels. No items may be removed from the Property.

Unless otherwise specified, the prices quoted include a monthly (every thirty (30) days) housekeeping service (on reservations over four (4) weeks), heating, electricity, gas, water, broadband internet connection, and streaming services. Any extra facilities and charges are solely at NN's discretion.

19. Governing Agreement

In the event of a conflict or ambiguity between these terms and conditions and the terms and conditions of any third-party booking agency or other entity with whom the guest has entered into a contract in respect or the rental, these terms and conditions shall govern. This Short-Term Rental Agreement falls outside the scope of any territorial Landlord and Tenant Act or Residential Tenancies Act.