



We look forward to welcoming you!

Please fill in the following information, and sign this Guest Agreement.

Email the completed document to book@homeFARaway.ca or send it via Canada Post to Box 399, Fernie BC V0B 1M0. We reserve the right to cancel your booking if we have not received a signed copy of the Guest Agreement 14 days before you arrive.

Primary Guest Responsible for the Booking _____

Cell # _____ Email _____

Other Guests (maximum of 7, including children) _____

Arrival Date (check in: 4 PM Mountain Time) _____

Departure Date (check out: 10 AM Mountain Time) _____

Would you like a quote on any of the following added services?

- Airport Pickups>Returns
- Photography
- Meal Planning
- Grocery Shopping
- Ski Hosting
- Guided Hike(s)
- Guided Bike Ride(s)

If yes, whom should we contact, how, for further details? _____

Is there anything else we should know about your vacation ? _____

HOMEFARAWAY GUEST RENTAL AGREEMENT

INCLUDING STANDARD OF CARE, ASSUMPTION OF RISKS & RELEASE OF LIABILITY

Guest Name _____ Date _____

The Agreement outlines the terms and conditions associated with temporary use of the property located at 4467 Timberline Cres, Fernie BC owned by Gallup Enterprises Inc. (the "Owner") in exchange for consideration received from the Guest.

It is expressly understood that this is a short term vacation rental agreement, not a lease nor a long term residential tenancy.

Entering into this Agreement, the Guest is not relying on any oral or written representations or statements made by the Owner or Mark and Beth Gallup (the "Owner's representatives") with respect to the Property Stay, other than what is set forth here.

DEFINITIONS

In this Agreement, the singular will include the plural. The Guest will ensure that all members of the Guest's party and the Guest's invitees act in accordance with terms of this Agreement and otherwise comply with the obligations of the Guest, as if such persons were named as the Guest.

In this Agreement, Guest use of the Property and the term "Property Stay" shall include all activities, accommodation, transportation, services provided, arranged, organized, conducted, sponsored or authorized by the Owner and Owner's representatives, and shall include but is not limited to: use of furnishings fixtures, sports and other equipment; loading, unloading, travel by or movement in or around motor vehicles; plus any other goods and services in any way connected with or related to the Property during the Guest's stay.

RATES & TAXES

All prices are quoted in Canadian dollars. Advertised rates are subject to change without notice.

Goods and Services Tax (GST) applies, and is not included in advertised rates. Provincial and Regional Sales Tax of 11% applies to all short term accommodation at Fernie Alpine Resort. If you book through a third party agent, they may apply additional charges and fees.

DEPOSITS & PAYMENT

When you book with us directly more than 14 days in advance, we confirm your reservation when we receive an initial deposit equivalent to one night's stay. Payment may be made via a bank transfer, Interac email transfer or PayPal.

To maintain your reservation, we must receive 50% of the total cost of your stay 14 days before your stated arrival date, as well as a signed copy of this Guest Agreement.

The Damage and Cleaning Deposit, 100% of the accommodation costs and applicable taxes are due in full 7 days before your stated arrival date.

Payment for additional guest services may be made in cash, through an Interac email transfer or via PayPal, and is due upon check-out.

CANCELLATIONS & REFUNDS

If you cancel a reservation up to 14 days before the arrival date, you will receive a 100% refund of any monies you have paid to date. If you cancel 7 to 13 days before your arrival date, we will retain 50% of the total cost of your accommodation.

If we, the Owner, cancel a confirmed reservation for any reason other than a default by you, the Guest, a member of your Guest party or someone you've invited onto the Property, or if the Property is rendered uninhabitable, we will refund your deposit and/or accommodation payment in full.

If you reserve through a third party booking agent, the agent will manage the refund process.

CLEANING & DAMAGE DEPOSIT

The Cleaning & Damage Deposit is \$500, and may be retained by the Owner and applied against excessive cleaning costs, any and all damage and loss to the Property caused by the Guest, whether by accident or negligence, and any other amount owing by the Guest to the Owner under this Guest Agreement. The retention of the Cleaning & Damage Deposit is without prejudice to the Owner right to claim from the Guest any amount in excess of the deposit.

Examples of damage and loss include carpet stains, dented walls, broken furniture, missing artwork, books, or games, stained linens, or damaged appliances. The Cleaning & Damage Deposit does not apply to ordinary wear and tear.

The standard \$185 Cleaning Fee includes, upon check out, 5 – 6 hours of laundry, bathroom and kitchen cleaning/ disinfecting, floor washing, carpet vacuuming, bed remaking plus garbage and recycling removal. Additional cleaning hours required as a result of the Guest's stay will be deducted from the Cleaning & Damage Deposit at a rate of \$50 per hour plus applicable taxes.

Failure to vacate the property by 10 AM Mountain Time on the day of departure, may result in an extra day rate being charged against the Guest's Cleaning & Damage Deposit.

Assuming no deductions apply, Cleaning & Damage Deposits are fully refundable within 7 days of departure.

GUEST & OWNER STANDARD OF CARE

The Guest shall maintain reasonable cleanliness and sanitary standards throughout their stay, and immediately report any loss, damage to or malfunction of the Property to the Owner.

The rural location means tradespeople are not as available as in a more urban location. The Owner will arrange for repair or replacements in as timely a manner as possible, but the Guest understands and agrees that repairs or replacements are not guaranteed during the Guest's stay. The Owner reserves the right, if necessary, to enter the premises for repair or care of the Property. The Owner will make every effort not to disrupt the Guest's vacation.

There is an extra roll-away cot stored in a room with no window. For safety reasons, the Guest agrees that if they choose to use the cot, they will move it into the front room, where there is an exit (egress) window.

Smoking and pets are not permitted on the Property.

Before you leave, you must:

- Ensure recycling is clean and organized and placed in the appropriate bin.
- Return all furniture, books, games, decorations, etc. to the same positions they were in when you arrived.
- Clean the BBQ and ovens so they are ready for the next guest's use.
- Place all rubbish in the garbage bins located in the shed (there are animals in the area).
- Gather and place all used towels in the laundry room.
- Strip all used beds of their sheets and pillow cases. Place used linens neatly on top of used beds.
- Wash all the dishes, utensils, pots and pans you've used. If you are running short on time, start the dishwasher and leave hand-washed items in the drying rack.

GUEST CONDUCT

The Guest will not create a nuisance to occupants of neighboring properties. Parties and large gatherings are prohibited. The Owner may evict a Guest without prior notice, if, in the Owner's reasonable opinion, the behavior of the Guest, or a member of the Guest's party is unreasonable. If the Guest or member of the Guest's party breaches this condition of the Agreement, use will terminate and the Guest will not be entitled to any refund whatsoever.

The maximum number of guests who may stay at the property is 8, including children.

The Guest may not camp, tent or place other auxiliary accommodation facilities on the Property without prior written authorization from the Owners.

The Guest may not sublet all or a portion of the Property nor assign this Guest Agreement.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

The Property is used entirely at the risk of the Guest. The Guest is aware that use of the Property may involve risk, dangers and hazards. The Guest understands and agrees that the Owner and the Owner's representatives cannot guarantee safety or freedom from injury or death during the Property Stay.

In exchange for use of the Property, the Guest agrees:

a) **to waive any and all claims** the Guest may have or may have in the future against the Owners, and to release them from any and all liability for any loss, damage, expenses or injury including death that the Guest may suffer, or that the Guest's next of kin might suffer, resulting from the Property Stay **due to any cause whatsoever, including negligence on the part of the Owner, or Owner's representatives;**

b) to hold harmless and indemnify the Owner and Owner's representatives from any and all liability from any damage to property or of personal injury to a third party resulting from Guest's participation in the Property Stay.

c) that this agreement will be effective and binding on the Guest's heirs, kin and agents.

If any part of this Agreement is held by the Courts to be invalid or unenforceable, the remainder shall be given full force and effect. This Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia.

I confirm that I am at least 25 years of age and that I have read and understood the Guest Agreement and sign it freely, voluntarily and with full knowledge of its contents. I agree to, will abide by and act in accordance with Agreement terms and conditions, and will further ensure members of my party act in accordance with Agreement terms and conditions.

Guest Signature _____

Thank you and have a wonderful vacation!

Mark & Beth Gallup
Box 399 Fernie, BC, V0B 1M0
book@homeFARaway.ca
Cell: 250-531-0777