



## **KICKING HORSE BOOKING TERMS & CONDITIONS**

The Property you are renting is a self-catered privately owned vacation home. These Terms & Conditions are required to protect The Owners investment and to ensure your vacation is safe and enjoyable. Ultimate Vacations Inc/High Country Properties is acting as the Rental Manager of the property on behalf of the property owner.

### **CHECK-IN**

To begin Check-In procedures, the attached Arrival Registration Form (Page 7), and Rental Terms and Conditions (Page 5) must be completed and returned by fax. The Arrival Registration Form must be completed and received before the Renter begins traveling or is permitted entrance to the rented property.

- Check-in time is between 4:00 p.m. and 8:00 p.m. Check-In outside of these hours must be by prior arrangement only.
- Possession of the Property will not take place until the entire rental amount has been paid, including Security Deposit and the Arrival Registration Form has been received by the Rental Manager.
- The Renter must complete the Express Check-In Form including the names of all occupants before taking possession of the Property.
- Directions will be provided upon receipt of the completed Express Check-In Form.
- On your day of arrival, please phone our office for the Property # and Unit Code.
- In the event keys are required to enter the property, one set will be given to the Renter at Check-In. lost keys will result in a charge of \$100 per set being deducted from the Security Deposit.

### **CHECK-OUT**

- Check-out time is 11:00am.
- Unless otherwise arranged in writing with the Rental Manager, a late check out fee of \$75/hour will be deducted from the Security Deposit at the discretion of the Rental Manager for an extend of up to 3 hours, after which a full days charge will apply.
- The Renter is responsible for the following upon check-out: Dishes will be washed and put away in proper cupboards; Refrigerator will be emptied and contents disposed of properly; Barbecue (where applicable) will be cleaned, and covered with the gas turned off; Heat will be set on 50F/10C (Winter only); All garbage bagged and tied, All recycling & empties neatly organized; Garbage and Recycling is to be placed according to instructions given in the in room booklet; All windows and doors closed and locked. A minimum charge of \$100 will be applied if the Renter prior to check-out does not reasonably clean dishes and cooking utensils or properly store Garbage & Recycling.

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## **SECURITY DEPOSIT**

This shall be a minimum of \$500 but may be changed at the discretion of the Rental Manager. Security deposit may be applied to actual damages caused by the Renter and other occupants associated with the Renter a 15% administrative fee will be applied to all damages. In addition, the Rental Manager may deduct from the Security Deposit the amount of any unpaid long distance or per call telephone charges and cable television charges that are not specifically described in the Agreement as being included with the Property. The Rental Manager shall apply, account for or refund the Renter's Security Deposit within 7 days following the end of the Term. Unrelated groups under 25 years of age may be required to pay an additional security deposit.

In the event of damage or missing items, the Renter authorizes Ultimate Vacations Inc to recover all damages and associated fees via the Renters Credit Card.

## **PAYMENT**

A deposit of the first night rent plus tax is charged at the time of booking. The balance of the deposit is due and payable 30 days prior to your arrival, OR 75 days prior for Christmas and New Years bookings. The final deposit will be charged to your credit card at that time unless otherwise instructed by you. If you book within 30 days of your arrival (75 days for Christmas and New Years bookings) the full cost of your stay will be charged at the time of reservation.

## **CANCELLATION**

There is a 30-day cancellation policy for most of the year and a 75-day cancellation policy for Christmas and New Year's bookings. If you cancel with 30 days notice or more (75 days notice or more for Christmas and New Year's bookings), your deposit less a **\$53.00 cancellation fee** will be refunded to you. Cancellations made less than 30 days prior to arrival (75 days for Christmas and New Year's bookings) are non refundable.

## **OCCUPANCY**

Occupancy of the Property during the Term is restricted to the Renter and members of his/her group listed in this agreement and on the Express Check-In Form as the total number of occupants described in this Reservation Confirmation.

## **SERVICES PROVIDED**

Renters choosing to rent one of our homes are embarking on a self-catered vacation and should recognize that they will not be staying in a hotel style environment. Maid and Chef Services are NOT included, but additional cleaning, laundry, catering and grocery stocking service can be organized on request and based on service fees.

## **FURNISHINGS**

All rental properties are adequately equipped for cooking and light housekeeping. All kitchens are equipped with a coffee-maker, microwave, oven, refrigerator, and a dishwasher unless otherwise specified.

- All Linens are provided. All beds have pillows and bedclothes.
- Toilet paper, paper towels, dishwasher detergent and dishwashing liquid are supplied in quantities sufficient for the Term. Additional items are the responsibility of the Renter.
- All rental properties are equipped with a colour TV and VCR or DVD. No replacement or repair is guaranteed and no refunds will be given for TV or VCR malfunctions.
- The Rental Manager will make reasonable effort to provide special amenities such as hot tubs, whirlpools and satellite TV in good working order and repair them during the Term upon notice from the Renter. Given the difficulty of repairs to such amenities, the Renter understands that the Rental Manager can make no guarantees that any such

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amenities will be working during the entire Term, and that the Renter will not be entitled to any refund if they are not.

- All furnishings, dishes, and appliances belong in the unit in which they are found. Should you remove any item to a different unit, they must be returned to the original unit upon departure. If furnishing, dishes, or appliances are not returned to the original unit the guest will be charged for the replacement.

## **ACCOMMODATION RULES**

- All properties are non-smoking. A minimum charge of \$500 will be applied to the Renters credit card in the event smoking evidence or odour is found in the rental property.
- No campers, mobile homes, trailers, tents or campfires.
- No snowmobile use is allowed at any of our property locations
- Pets may be allowed in the rental property only with advance knowledge and permission of the Property Manager
- House parties are prohibited. Any complaints filed with the Police or the Manager will result in eviction.
- After hour's lockout calls to locksmith and expenses incurred are the Renter's responsibility.
- Barbecuing is only permitted at rental properties that provide barbecues; Barbecue must be cleaned after use to avoid an additional cleaning fee of \$50. Barbecues must not be moved. Due to safety requirements all Barbecues are either Propane or Natural Gas, do not use briquettes or fire starter in these Barbecues. If briquettes are found in the Barbeque additional charges at a minimum of \$100 will be applied, if the Barbecue no longer functions as a result of this, you will be responsible for the replacement cost at a minimum of \$500.00.
- No use of Property for any reason or purpose that violates any law or regulation.
- Renter is responsible for complying with the building's rules and regulations, a copy of which will be displayed at the Property.
- Hot tub maintenance. Renters must follow posted instructions for hot tub use and maintenance of water levels. Call outs for unscheduled hot tub maintenance due to renter misuse are \$125 minimum. In the event that the Hot Tub must be drained due to improper use of the Hot Tub, the cost will be applied to the renters' Credit Card
- Under no circumstances are skis or snowboards allowed in the units. Charges will be applied for any damages.
- Please park in designated parking stall. Street parking is not allowed in Kicking Horse or Kimberley

## **MAINTENANCE OF PROPERTY BY THE RENTER**

Keep that part of the Property that the Renter occupies and uses as safe and as clean as the condition of the Property permits and cause no unsafe or unsanitary conditions in the common areas and the remainder of the Property that the Renter uses. Dispose of all fireplace ashes, rubbish, garbage, recycling and other waste in a clean and safe manner and/or as directed in the Property Binder. Keep all plumbing fixtures in the Property as clean as their condition permits. Not deliberately or negligently destroy, deface, damage or remove any part of the Property or render inoperable a smoke detector provided by the Owner or knowingly permit any person to do so. Be responsible for any damage, defacement or removal of any Property that is in the Renters exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the Owner or its Rental Manager, defective products supplied or repairs authorized by the Owner, acts of third parties not invitees of the Renter, or natural forces. Notify the Rental Manager immediately of any damage to the Property or contents or any

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malfunctioning equipment including smoke detectors. Following the Term, the Property will be inspected to determine at the sole discretion of the Rental Manager any loss or damage (including additional cleaning) that has been suffered. In such event, a deduction will be made from the Security Deposit to cover such repair, replacement or cleaning. The Renter will be notified in writing of any deductions within 15 days of Check -Out.

### **RENTAL MANAGERS DUTIES**

If at the time the Renter is to begin occupancy of the Property, the Rental Manager cannot provide the Property in a fit and habitable condition or substitute a reasonable, comparable Property in such condition, the Rental Manager shall refund to the Renter all payment made by the Renter.

### **CANCELLATION BY THE OWNER**

The Rental Manager on behalf of the Owner of the Property reserves the right to cancel the Agreement at any time prior to the commencement of the Term. In such event, all payment made by the Renter to the Rental Manager will be refunded, and neither the Rental Manager nor the Owner will be liable for any damages of any sort incurred by the Renter as a result of such cancellation. If the Renter desires to be placed in alternative accommodation or Property, the Rental Manager will make a good faith effort to relocate the Renter.

**EVICTION:** Renters may be evicted if the Renter:

- Holds over in possession after the Term has expired;
- Commits a material breach of any provision of the Agreement
- Fails to pay rent as required by this Agreement
- Has obtained possession of the Property by fraud or misrepresentation

In the event of eviction, this will result in forfeiture of rent or deposits, which have been paid and potential trespassing charges.

### **ROAD CLOSURE**

The Rental Manager will make its best effort to have private roads leading to the Property cleared of snow. However, no guarantee will be made that all roads will be considered passable and no refunds will be given based on snow removal, or lack thereof.

### **SKI HILL CLOSURES**

The Rental Manager cannot be held responsible and no refund shall be given should the Resort Ski Areas and Lift System be partially or wholly closed at any time during the Renters stay.

### **LEFT LUGGAGE AND BELONGINGS**

The Rental Manager shall hold any item left by a renter for 3 months following the end of the rental period. If the item is not claimed during this period Ultimate Vacations Inc. reserve the right to donate the item to charity or dispose of the item in an appropriate manner.

## **INDEMNIFICATION AND HOLD HARMLESS: RIGHT OF ENTRY: ASSIGNMENT**

Due to the nature of winter resorts, there is the risk of snow and ice around hot tubs, walkways, and the risk of snow falling from the roof. Ultimate Vacations Inc/High Country Properties Ltd does not accept liability for any of the risks. The renter accepts all responsibilities and holds Ultimate Vacations Inc/High Country Properties Ltd harmless to injuries in and around accommodations.

Ultimate Vacations Inc/High Country Properties Ltd recommends the use of extreme caution at all times.

**As a condition of use of the hot tub and deck the renter assumes all risk of personal injury resulting from its use. Ultimate Vacations Inc/High Country Properties Ltd does not accept any liability for any of these risks. The renter indemnifies and holds Ultimate Vacations Inc/High Country Properties Ltd, its employees, management, and officers and directors harmless should they or their guests become injured in and around the accommodations.**

The Renter accepts all responsibility and risk; and holds Ultimate Vacations Inc/High Country Properties Ltd harmless in relation to any injuries to themselves or their guests in an around the accommodations. The Renter agrees to indemnify and hold harmless the Rental Manager and the Owner from and against any liability for personal injury or Property damage sustained by any person (including all members of the Renters party) as a result of any cause, unless caused by an unlawful or fraudulent act of the Rental Manager or the Owner. The Renter agrees that the Rental Manager, the Owner or their respective representatives may enter the Property during reasonable hours to clean, inspect the Property, to make such repairs, improvements or alternatives thereto, as the Rental Manager may deem appropriate. The Renter shall not assign this Agreement or sublet the Property in whole or part without written permission of the Rental Manager. The Renters accepts that this agreement does not in any way constitute a residential tenancy agreement.

**GUEST SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## **ARRIVAL AND CHECK-IN PROCEDURES**

In order to release the rental property Directions and Key-Codes, renters must have read and agree to the above Rental Property Terms & Conditions. A \$500 Security Deposit must be pre-authorized on a valid renter credit card prior to entering the property. Upon our receipt of the following ARRIVAL REGISTRATION FORM and signed page 5 of the Rental Terms and Conditions, you will receive directions to the property. On your day of arrival, please phone our office for the Property # and Unit Code.

**CHECK-IN:** After 4:00 pm. After completing and returning your ARRIVAL REGISTRATION FORM, you will be able to directly enter the home. Upon your arrival at the property, please contact Ultimate Vacations/High Country Properties should you have any problems.

Check-In & Help Line: (800) 665 – 1801

**EASY ARRIVAL:** For ease of arrival with Ultimate Vacations/High Country Properties, please fill out the following ARRIVAL REGISTRATION FORM and sign page 5 of the Rental Terms and Conditions, and return it by fax at your earliest convenience.

FAX Line: 250-342-0294

### **Property Emergency Contacts**

In Case of an Emergency in the Property Please contact the following #'s

After Hours Emergency Line – 403 668 9304  
Canmore – 403 688 3465  
Kicking Horse – 250 344 1287  
Kimberley – 250 427 5743

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## \*\*\* ARRIVAL REGISTRATION \*\*\*

**Name:****Reservation Number:**

Home Phone:	Fax:
Work Phone:	Email:

**For emergency evacuation and security purposes, please list the names of all the members of your party:**

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.

I (print name) \_\_\_\_\_, have read and accept the above Rental Property Terms & Conditions and accept that charges for incidentals, damages or additional services may be directly deducted from the \$500 Security Deposit that will be pre-authorized on the following credit card. In the event of any damage or missing items, the renter also authorizes Ultimate Vacations Inc/High Country Properties to recover all damages and associated fees via the Renters Credit Card.

Guest Signature: \_\_\_\_\_

Credit Card Number:		Expiration Date:	
Print Name (as it appears on card):			
Cardholder Signature:			

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