

GENERAL T&C

TIGA HOLDINGS, Rental Agreement -General Terms and Conditions

Thank you for making your reservation with TIGA Holdings. If you are in agreement that the terms and conditions are acceptable, please SIGN THE AGREEMENT where indicated and return a copy with your Visa or MasterCard number and expiry date by the date indicated.

THIS IS A VACATION RENTAL AGREEMENT UNDER THE APPLICABLE RENTAL LAWS OF THE PROVINCE OF ONTARIO. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

ALL BOOKINGS WITH TIGA HOLDINGS, ARE SUBJECT TO THE FOLLOWING CONDITIONS Payment of rental deposit to TIGA Holdings, indicates acknowledgement and acceptance.

1. RESERVATION/BOOKING REQUEST & PAYMENT: Upon client's request for booking, TIGA Holdings, will advise client of full charges due and amount of deposit needed to hold/option the property. Upon receipt of payment and acceptance by TIGA Holdings, client will be notified of reservation confirmation. Balance will be due a minimum of 4 weeks prior to rental commencement. Final documentation and information will be provided upon receipt of full payment or a minimum of 2 weeks prior to rental commencement. Tenant agrees to pay a \$50.00 processing fee for any check returned by the financial institution for any reason.

2. CHECK-IN, CHECKOUT. Tenant agrees that rental commences no sooner than 4:00 p.m. on the day and date indicated on face of the agreement. No early check-ins allowed. Key will be furnished at check-in. Tenant agrees to vacate the premises not later than 11:00 a.m. on check-out day, remove all trash and place in proper outside receptacles, leave cottage in a clean, orderly manner and return keys to pick up location.

3. OCCUPANCY: Number of persons occupying shall not exceed number stated in booking form. Rental may be subject to cancellation/penalties if number exceeds confirmed occupants listed on booking form. No refunds will be made if the number of occupants violates the rental agreement.

4. SECURITY DEPOSITS: Any charges and/or damages will be charged to the same credit card used for booking the cottage within two months of the tenant vacating the premises.

5. CANCELLATION: Once a deposit has been rendered and confirmation/invoice has been issued to client, any cancellation must reach TIGA Holdings, in writing. TIGA Holdings will make every effort to refund some portion of client deposit and rental payment, less costs incurred by cancellation. Cancellation costs are 100% within 30 days of booking.

6. Indemnification and Hold Harmless; Right of Entry; Assignment; Number Of

Occupants. Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Agent or the owner, or the failure of Agent or the owner to comply with the Vacation Rental Act. Tenant agrees that Agent, the owner or their respective representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent or owner may deem appropriate. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent. The maximum number of persons who may use the premises during the rental period shall not exceed the maximum number of occupants allowed by local health department regulations.

7. Pets. Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's tenancy.

8. KEYS. One set of keys is available for the unit. There will be \$20 service fee per key charged against your security deposit for lost or unreturned keys.

9. SURRENDER OF PREMISES. Tenant(s) covenants and promises to surrender the premises in as good and the same condition as at the commencement of the rental period, reasonable wear and tear excepted; and to reimburse owner(s) the amount, including reasonable attorney's fees, of all other damages.

10. APPLIANCES. Tenant(s) shall not be entitled to any refund for inoperative appliances or air conditioners. Agent, however, upon being notified of any malfunction, will make every reasonable effort to have any such appliance or air conditioner promptly repaired.

11. DUPLICATE RESERVATIONS. In the event that agent, by negligence or over-sight of it or its employees, causes the premises to be rented for the rental period of this lease by one or more other leases, tenant(s) under this lease shall be entitled to the rental period only if; (a) Tenant(s) is placed in occupancy of the premises by the agent, before the parties to any other lease: or (b) assuming no other person has been placed in occupancy of the premises by the agent, the Tenant(s) who has the earlier booking date, verified in writing shall be entitled to the premises.

12. CLEAN-UP OR REPAIR. The parties hereto, agree that the agent, or employees for the purpose of clean-up and repair, may enter the premises at 10:00 A.M. on the date the rental period terminates and may remain on the premises until 6:00 P.M. on the date that the rental period commences.

13. PERSONAL PROPERTY. All personal property of the tenant(s) on said premises shall be and remain his sole responsibility and risk, and the owner(s) shall not be liable for any damages to, or loss of such personal property arising from any acts of negligence of any other persons, nor from the leaking of the roof, or from bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the owner(s) be liable for any injury to the person of the tenant(s) or other persons in or about the premises, the tenant(s) expressly agreeing to save the owner(s) harmless in all such causes and events.

14. FIRE OR CASUALTY DAMAGE. If, during the rental period, the building is so damaged by fire, without fault or negligence of the tenant(s), such that it is rendered wholly unfit for occupancy and cannot be repaired within forty eight hours, then this lease shall terminate as of the date of such casualty, and tenant(s) shall pay the rent apportioned to the time of the casualty. If such injury or casualty can be repaired within forty-eight hours thereafter, the agent may enter and repair, and this lease shall not be affected, except that the rent shall be suspended during repairs.

15. DISCLAIMER OF WARRANTIES. TENANT (S) UNDERSTANDS AND AGREES THAT THERE ARE NO FURTHER, OTHER OR ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, HEREUNDER OR AS A RESULT THEREOF, THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF LEASE AGREEMENT AND ARE NOT EXPRESSLY STATED HEREIN.

16. LOCKED CLOSETS. Owners may have their personal items locked in a closet for their convenience. THESE AREAS ARE ABSOLUTELY NOT INCLUDED IN THIS RENTAL.

17. TELEPHONE USE. There is no telephone service in the premises. If telephones are required Tenant(s) must bring a cell phone.

18. CLAIMS: Any valid claims/complaints must be made within first 48 hours of the rental period.

19. RESPONSIBILITY: TIGA Holdings, makes every effort to ensure that the property fit client specifications and are safe for occupancy, however no warranty of safety is made by TIGA Holdings. In no event shall TIGA Holdings, or its agents be liable for consequential damages resulting from any incurred loss, injury, damages, theft, expenses due to delays, schedule changes, sickness, acts of nature, strikes, war, theft or other circumstances beyond its control. Any and all description, information, and literature supplied by TIGA Holdings or its agents/suppliers is done so in good faith and TIGA Holdings, assumes no liability for any errors or inaccuracies in literature or property descriptions. Tenant agrees to comply with all obligations imposed by the Rental Law on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Agent in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

20. DISPUTES. This lease shall be governed by and interpreted in accordance with the law of the Province of Ontario. Any action relating to this agreement shall only be instituted and prosecuted in courts in the Province of Ontario. Tenant specifically consents to such jurisdiction.

TIGA Holdings, makes every effort to ensure that the rental property is properly maintained, clean, and functional. TIGA Holdings is not liable or

under any further responsibility beyond providing property location, our goal is to ensure that each client has an enjoyable and fulfilling trip.