

EVENTS VENUE CONTRACT

This is a Short-Term Rental Agreement ("AGREEMENT") for the purpose of Special Events and Wedding Venues, to be subsequently referred to as "EVENT". This AGREEMENT is made by and between OCEAN BAY VIEW Guesthouse Ltd. ("OWNER"), or his acting AGENT, and [REDACTED] ("RENTER") as of the date last set forth on the signature page of this AGREEMENT. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at 78 Clamshell Road, Musquodoboit Harbour, Nova Scotia, Canada, and will be rented out for the wedding of [REDACTED] on [REDACTED] 202.....
2. Maximum Occupancy: The rental party shall consist of RENTER's guests not to exceed 50 (Fifty) persons plus Vendor(s) and attendees. Should the RENTER anticipate exceeding the 50-person maximum, RENTER must obtain from OWNER or his AGENT no later than 15 days prior to EVENT a written approval for additional persons on the premises and pay in advance of EVENT any additional fees determined as result of exceeding the maximum occupancy. Should the OWNER or his AGENT learn of EVENTS exceeding the 50-person maximum occupancy, RENTER will be subject to forfeiture of all deposits and fees and may be immediately evicted from premises.
3. Term of the Lease: The lease begins at [REDACTED] pm....., 202.. and ends at 11 am, [REDACTED], 202... Should the RENTER require additional time for setup of the property for EVENT, this should be announced to the OWNER in time.
4. Access: RENTER shall allow OWNER or his AGENT access to the property for purposes of, but not exclusive of, repair, inspection of premises, complaints from neighbors, etc.
5. Rental Rate and Fees:
 - a. \$1200 Event Fee for use of the property;
 - b. Cleaning Fee of \$800. If the premises appear dirty or damaged upon Check-In, RENTER shall inform OWNER or his AGENT immediately unless RENTER has occupied the property as Vacation Renter prior to EVENT.
 - c. \$2,000 Security Deposit and shall be refunded after the end of this agreement and upon final settlement, if necessary, of any deductions as such as:
 - i. Damage to the property, furnishings or neighboring properties;
 - ii. Dirt or other mess requiring excessive cleaning;
 - iii. Persons in excess of 60 on the property at any given time;
 - iv. Any other violations outlined in this agreement;
 - v. Any other costs incurred by Owner, his Agent or Neighboring properties due to RENTERS EVENT.
 - d. Room Renting Fee (whole house from [REDACTED] to [REDACTED], ... nights) of CA\$ [REDACTED];
 - e. 30 % of your total (including deposit) is due at booking to hold the Special Event and Wedding Venue reservation. The remaining amount has to be paid two weeks ahead of the event.
6. Cancellation: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid for cancellations if received more than 60 days prior to check in date. If your notice of cancellation is RECEIVED LESS THAN 30 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit 100% of the sums paid unless we are able to re-rent the property to someone else, at the same rate, for the same period. NOTE: The Cancellation policy displayed on the reservation system may not coincide with the policy as outlined above. The cancellation policy outlined in this agreement is the OWNERS only cancellation policy and shall override any other listed on the reservation systems.
7. Payment: Acceptable payment methods are credit card, Bank Transfer or eTransfer via Interac.
8. Rental Rules: RENTER agrees to abide by the EVENT Rental Rules, as outlined within this document, at all times while at the property and shall cause all members of the rental party and anyone else RENTER permits on the property to abide by the rules while at the property. Failure to comply with any of the rental rules without express written permission from the owner may result in partial or complete forfeiture of the deposit and/or fees.

- a. Smoking of any kind in any form is NOT allowed inside the property nor within 15 feet of house, including e-cigarettes, pipes, vape and any other form of smoking type tools. RENTER must provide ashtrays and safe disposal options to persons participating in the event to eliminate fire hazards and littering of property and neighboring properties.
- b. OWNER or his AGENT must be advised of the name and contact information of any event planner, caterer, vendor or equipment rental company who will be servicing the event at least 30 (Thirty) days prior to the event.
- c. OWNER or his AGENT must be advised of and approve all proposed logistical plans for use of the premises at least twenty (20) days prior to the event.
- d. Furnishings of the home shall not be taken outside of the house or be removed from the house. All property and all furnishings of the home shall be kept in good order. The exceptions are the plastic banquet tables, folding chairs and additional serving dishes and glassware. These items may be used outdoors but are not to be removed from the premises at any time.
- e. PETS: We understand pet owners enjoy bringing their pets, however, pets are not accepted. Violation of this condition of the rental agreement will result in complete forfeiture of deposit as well as possible immediate eviction. Should pet owners or their guests violate this agreement and their pet is involved in any way with disturbances within the community, including the harassment, harm or nuisance of or to animals, humans, property or other unforeseen situations, the RENTER is solely responsible for full financial and moral liability inflicted regardless of circumstances. Furthermore, should the RENTER violate this agreement RENTER must maintain physical control of the pet at all times, and NEVER leave a pet unattended, if at any point the pet is left unattended, you must kennel or find alternative solutions rather than leaving the pet alone and loose at our property. Pet owners accept full responsibility and liability for damages to the property from a pet. The Owner will be held harmless from any act resulting in harm to your pet, another animal or person. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate eviction.
- f. Parking is limited at the property. Parking on adjacent lots or neighboring properties is not permitted without the written consent of the property owners and is the sole responsibility of the RENTER to obtain and provide written proof from property owners of the consent. Any illegally parked vehicles subject to towing; applicable fines and/or towing fees are the sole responsibility of the vehicle owner; the OWNER or his AGENT can suggest alternate parking locations.
- g. RENTER shall see that the property (inside and outside) is left in a reasonable and tidy condition at the end of the event. All trash shall be bagged, tied and left in trash receptacles that are provided.
- h. Outdoor sound systems or boom boxes are allowed, but should be operated on a reasonable volume level and should not disturb neighbours too much at night time.
- i. The OWNER or his AGENT must approve any use of Candles twenty (20) days prior to event. All candles must be contained or enclosed in glass or nonflammable. The flame must not reach higher than 2 inches below the height of the glass.
- j. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the RENTER and the OWNER or his AGENT.
 - i. The only adhesive material allowed on the walls/pillars is drafting tape, which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails, tacks, staples or other 'piercing' type fasteners are not allowed.
 - ii. Rice, birdseed, confetti, balloons, glitter, pyrotechnics, sparklers are not permitted inside or outside the facility.
- k. The RENTER has to ensure that a mobile toilet unit with a capacity for approximately 40 persons of both sexes is installed on the premises. All guests who do not stay overnight in the guest house must be expressly informed by the RENTER of the exclusive use of this toilet. Failure to comply with this absolutely important regulation will have serious consequences for the RENTER.
- l. The RENTER is responsible for the compliance of his guests with all relevant public health regulations at that time. Any violations thereof shall be at the expense of the RENTER.

9. Insurance: The RENTER must obtain and maintain General Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. This insurance is separate from and in addition to insurance provided by the caterer, if one is contracted.
10. Liquor / Beverage / Illegal Substances: Alcohol may not be served to minors. At any time, if the catering staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises. In the event neighboring residents or law enforcement contacts the OWNER or his AGENT, the OWNER or his AGENT has the authority to close down the event and evict RENTER and/or attendees as deemed appropriate.
11. No refunds will be given for inclement weather.
12. Owner and his AGENT cannot be held responsible for: The failing of any other company due to said company's error or service interruption (i.e. electricity, water, etc.). Act of neighbors such as: Construction, road repair, and maintenance or act of God. Owner reserves the right to enter the property at any time to investigate disturbances, check occupancy, check damages, make repairs, alterations and improvement.
13. If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. This AGREEMENT may be modified or amended if the amendment is made in writing and is signed by both parties.
15. In the event the RENTER is forced to change the date of the event or wedding every effort will be made by OWNER or his AGENT to transfer reservations to support the new date. The RENTER agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the RENTER. The RENTER further understands that last minute changes can impact the quality of the event and that OWNER and his AGENT is not responsible for these compromises of quality.
16. In the event the OWNER or his AGENT are forced to cancel any reservations at any time prior to or upon date of EVENT, the OWNER or his AGENT will refund in full all fees and deposits paid towards the EVENT within 14 days unless RENTER has damaged property. The RENTER agrees to hold the OWNER and his AGENT harmless for any lost fees, expenses, or subsequent fees and expenses as a result of cancellation of event. Such cancellations could be a result of State, Provincial or Local ordinances enacted, acts of God, other legal entities enforcing restriction of use of property at the time of EVENT.
17. INTERNET: This property may include Internet service free of charge, for a fee or both. The use of Internet at this property is a luxury and not a right. Refer to the welcome packet for best practices on Internet to avoid excessive bandwidth usage.

Terms and Conditions of Internet Use:

Tampering in any manner with the Internet service, including cable, router, modem, software or other hardware is expressly forbidden. At no time shall any resets to the hardware be authorized. This Internet network may be monitored remotely and should the network administrator determine unauthorized handling or use has or is occurring reserves the right to block all users from the network for an undetermined period of time. Additionally, if it is determined that any portion of the internet/VOIP components, network or software has been manipulated, the OWNER or his AGENT reserve the right to take appropriate action including forfeiture of deposits, eviction or legal action. If at any time the network provider notifies the OWNER or his AGENT of illegal use of the network, the Network Administrator will surrender all data relating to the offending user to the appropriate authorities for further legal action.

By using our Internet service, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the Internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer.

Accordingly, you agree that the owner and/or provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

Use of the wireless network is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorized behavior is detected, including heavy consumption of bandwidth, the network provider reserves the right to permanently disconnect the offending device from the wireless network.

18. Any amenities or supplies listed as available for RENTER use is not to be construed as promised nor quantities guaranteed. OWNER or his AGENT will make every effort to provided listed amenities or supplies but does not guarantee delivery, condition or quantity.
19. RENTER AGREES TO INDEMNIFY AND HOLD OWNER AND HIS AGENT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES) ARISING BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN, OR ABOUT THE PROPERTY, FROM THE USE OF THE PROPERTY BY RENTER OR ANY OF ITS INVITEES OR GUESTS, OR VENDORS, OR FROM ANY BREACH OF BY RENTER OF ANY CONDITIONS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF RENTER, OR ITS INVITEES, GUESTS, OR VENDORS, IN OR ABOUT THE PROPERTY, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER.

PLEASE REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

Each party acknowledges that he/she has read this agreement prior to signing and agrees to all terms contained here.

Musquodoboit Harbour,
....., 202..

Halifax,
....., 202..

Halifax
....., 202..

.....
OWNER

.....
RENTER

.....
RENTER