

This Agreement, is between CottageStays Inc. d/b/a Jennifer Whaling (“**the Company**”), and (“**Owner**”), whose mailing address is

BECAUSE CottageStays Inc. is in the business of providing marketing and rental services (“**Services**”) to owners of vacation properties and is willing to provide such **Services** to **Owner**; and

BECAUSE **Owner** wants to retain CottageStays Inc. **Services**;

Therefore, in exchange for the mutual promises and consideration expressed in this Agreement, the Parties agree as follows:

1. The **Owner** represents and warrants that it is the lawful owner of the **Unit** and has full authority to execute this Agreement.

1.1. The **Owner** authorizes the **Company** to be his/her agent for the purpose of executing all documents relating to the rental of the property on the terms set out in this agreement.

1.2. the **Company** agrees to handle all inquiries generated, qualify prospective clients, confirm reservations, administer agreements pertaining to any and all bookings, to collect deposits and balance of all accommodation charges

1.3. **Owner** agrees that all information concerning persons occupying the **Unit**, specifically including without limitation; names, addresses and credit card data, is the sole and exclusive property of the **Company**.

1.4. This Agreement does not give **Owner** the right to use the service marks or trademarks of the **Company**.

2. Terms of Agreement; Termination; Effect of Termination

2.1. The “**Term**” of this Agreement will start on the date it is signed by the **Owner** (or last signed by any **Owner**, known as the “**Effective Date**”) and will continue until terminated by either party on ninety (90) days’ prior written notice. Following a notice of termination, the **Company** will stop accepting rental reservations for the **Unit** for any dates occurring after the date specified in the notice.

2.2. Following the receipt of **Owner**’s of termination, if the **Owner** is unable or unwilling to honour the existing reservations, the **Company** will use its reasonable efforts to transfer any confirmed reservations scheduled to arrive on dates after the notice of termination to another comparably priced unit(s). In the even that a transfer cannot be accomplished, the **Company** may transfer the affected reservations(s) to a higher priced unit, and **Owner** will pay the **Company** any difference in the rental rate. If another unit is not available and the **Company** must cancel a reservation because of **Owner**’s termination, **Owner** will pay the **Company** any out of pocket expense incurred by the **Company**, including but not limited to returned deposits, rental payments and credit charge backs.

JW

3. Insurance:

3.1. During the Term of this Agreement Owner agrees to pay for and keep in effect liability insurance in the minimum amount of Million dollars (\$1,000,000).

3.2. Owner will ensure that the Unit at all times complies with all applicable building, fire and life safety codes.

4. Mutual Indemnification:

4.1. Owner will indemnify, defend and hold the Company and all of their officers, employees, agents, subsidiaries and affiliates harmless from and against any and all loss, cost, judgments, expenses, attorneys' fees, suits, liabilities, damages or claims for damages arising out of the Owner's gross negligence or willful and intentional misconduct, except as provided below in Section 4.2.

4.2. the Company will indemnify, defend and hold Owner harmless from and against any and all loss, cost, judgments, expenses, attorneys' fees, suits, liabilities, damages or claims for damages arising out of the Company's gross negligence or willful and intentional misconduct.

5. Management Services:

5.1. Owner will furnish and maintain Unit in the same manner and condition as it exists as of the Effective Date, including, but not limited to: maintaining the levels of kitchen inventory, furniture, furnishings and appliances as determined by the Company.

5.2. Owner will, upon notice from the Company, pay for any repairs deemed necessary by the Company to maintain Unit in such manner and condition as they exist as of the Effective Date.

5.3. Owner authorizes the Company to charge rental guests at the Company's option either refundable damage deposit (which may be in the form of a credit card authorization) or a retained fee for a security deposit program.

5.3.1. the Company will use commercially reasonable efforts to charge the cost of any damage, losses, or theft against the guest's damage deposit. Household items such as kitchenware and small appliances, linens, decorating accessories, a DVD, a music CD, and other similar items ("Expendable Items") are deemed expendable and are therefore not covered by this Section 5.3, except for obvious or blatant damage or large scale theft. the Company will take into account normal wear and tear in calculating the replacement costs for items covered by this Section 5.3.1.

5.3.2. the Owner accepts reasonable wear and tear of the cottage property and contents by guests relating to conditions of furniture, buildings, equipment etc.

6. Cottage Availability:

6.1. From the date of this agreement the Property Owner agrees to provide the Company with notice of the time periods during which the cottage is available for bookings.

6.2. Only after verifying with the Company that no pending or confirmed bookings are being held by the Company, shall the Property Owner be at liberty to use or remove time periods already identified, as per 6.1 above.

6.3. The Property Owner understands that any bookings arranged by the Company based on the availability given to the Company constitute a binding agreement between the renter and the Property Owner.

6.4. If the Owner lists the Unit for sale or otherwise offers to sell or transfer legal or equitable title to the Unit, other than by a mortgage or deed of trust, the Owner will promptly notify the Company of such listing or offer for sale. Owner will cause any Realtor showing the property to communicate first with the Company in order to cause the least disturbance to guests who may be occupying the Unit. Owner agrees that any contract for sale of the Unit will provide that the purchaser will assume this Agreement, but only with respect to any confirmed rentals of the Unit which are scheduled for dates beyond the date of closing under said contract. Owner expressly agrees to notify the Company in writing within three (3) days of any sale or change in control of the Unit by faxing or emailing the Company

7. Contents and Description of Cottage Property:

7.1. The Property Owner agrees that the cottage inventory list provided to the Company will accurately represent the inventory and description of the cottage contents at the time of any bookings.

7.2. That in the event that any item on the inventory list has changed, the Property Owner is to notify the Company immediately.

7.3. That in the event, the Property Owner is unable to supply the accommodation as described, particularly in respect to fundamental elements such as power, water, refrigeration, cooking etc., the Property Owner understands the renter will be refunded accordingly, and the Property Owner portion of the rental will be reduced accordingly.

8. Accommodation Rates:

8.1. The accommodation rates will be determined by mutual consent

8.2. The accommodation rates will be reviewed annually by the Company, and recommendations made to the Property Owner, to determine appropriate increases or adjustments.

8.3. The accommodation rate described above, does not include optional charges such as providing linens, etc. Nor does it include any agency administrative service charge which may be charged to the renter.

9. Fees for the above described services shall be as follows:

9.1. the Owner will pay an Initial setup fee of \$250 and annual listing fee of \$100

9.2. The Company's charges for booking the property are 20% or a minimum of \$150 of the Accommodation rate per booking plus HST. Such charges are payable only on weeks booked by the Company.

10. Harmonized Sales Tax:

10.1. The Property Owner will report/remit HST if necessary. Usually not necessary if you are a small supplier of less than \$30,000

I represent, warrant, acknowledge and agree with you that I am the legal owner of the property and/or have the right to enter into this listing agreement and I: a) waive all claims I may have against you; and b) will indemnify you and hold you harmless from all claims by a renter of the property and the renter's invitees, for any personal injury (including death) or any loss or damage to property (including the rental property or its contents), caused by theft, fire, vandalism or any cause whatsoever arising otherwise than from your gross negligence or wilful act of neglect. The heirs, executors, administrators, successors and assignees of the undersigned are bound by the terms hereof.

I have read and clearly understand this agreement and I acknowledge this date having received a copy of same.

Owner (Signature)

Jennifer Whaling

Jennifer Whaling