

These **Terms & Conditions** are applicable on all **Reservation Contracts** and any supplementary agreements such as for parking, incidentals and renewals, between **Premiere Suites** ("Premiere" or "we, us") and our clients (Guest(s) or "them, their") for the rental of fully furnished long or short-term accommodations and all associated benefits ("Suite"). A day in the context of this agreement relates to a period of 24 hours.

## I. PAYMENT

All prices are quoted in Canadian Dollars (unless otherwise stated) including prices shown in our brochures or on our website. Guest(s) agree to pay the rental of the Suite/s for the duration of the Reservation Contract and any/all applicable fees for additional services requested by the Guest(s). Payment can be made to Premiere by Company Cheque, Money Order, E-Transfer, Bank Draft, MasterCard, VISA or American Express.

- a. Guest(s) are required to complete and return a Credit Card Authorization form and/or a Corporate Guarantee before their reservation is confirmed. For the duration of the reservation and any extension of it, the Guest(s) agrees to pay fees for the rental of the Suite and any additional chargeable services utilized. If a Corporate Guarantee (refer to the Corporate Guarantee for particulars) is arranged on behalf of the Guest(s), the person or entity named will be liable to pay all fees indicated and the Guest(s) will be responsible for paying all other fees, if any. Unless otherwise arranged or agreed, any balances owing will be charged to the credit card account on file without further notice. A Security Deposit (not to exceed 1/2 month's rent) may be held by Premiere and will be returned to the Guest(s), not exceeding 10 days following departure. Premiere reserve the right to request identification from a guest.
- b. All new reservations of one month or less must be paid in full prior to arrival. Any reservation for longer than one month will be charged on a monthly basis after the initial payment, which must be received prior to arrival. Your reservation is not confirmed until payment has been made. We reserve the right to terminate any reservation if payment does not reach us at minimum 14 days in advance of the next period due and to evict if payment has not been received by its due date.
- c. If any installment for rental of the suite or any sum due from Guest(s) or Corporate Client shall not be received on the due date for payment, then the Guest(s) or Corporate Client shall pay to Premiere Suites an interest charge of 18% per annum, calculated in advance at 1.5 % per month or the maximum rate authorized by law, whichever is less, in addition to any late charges and other charges imposed and due under this Lease. The charging or acceptance of such interest by Premiere Suites shall in no event constitute a waiver of default with respect to such overdue amount, nor prevent Premiere Suites from exercising any of its other rights and remedies granted hereunder.

## 2. LIABILITY & INSURANCE

The Guest(s) agree to indemnify Premiere against loss, injury, damage, cost, copyright infringement, action or cause of action of any nature whatsoever caused by any of the Guest(s), Permitted Occupant(s) or of any person they invite into the Suite. Premiere is not liable in any way for any lost, damaged, or stolen items of the Guest(s) used or contained in the Suite during the Guest(s) stay or left in the Suite once the Guest(s) has vacated. The Guest(s) hereby releases, remises, and forever discharges Premiere, its Officers, Directors, Managers, Employees, Agents, and Contractors, from any and all liability, injury, loss and damages, including personal injury and death that may arise from or in relation to the Guest(s) exclusive possession of the Suite and use of the Suite until the Departure Date, whenever or however they occur.

The Guest(s) and occupants are advised to maintain appropriate liability insurance and homeowners and/or tenants' insurance. All costs related to damage caused by negligence on behalf of the guest(s) or their guest(s) to the suite, surrounding suites, common areas, other properties, and other affected areas will be the full responsibility of the guest.

In instances that **parking** and/or **storage** arrangements are provided, Premiere Suites accepts no responsibility whatsoever for the Guest(s) vehicle, property or contents, nor for any loss, injury or damage to persons using such vehicle, howsoever caused. The Guest(s) agree that such vehicle or storage space, property and contents shall be in the parking space and such property in the parking space and such property in the storage space are at the sole risk of the Guest(s).

Without prejudice to any other right or remedy Premiere may have, the Guest(s) may forfeit their security deposit (or an appropriate proportion of it) if they do not respect the **Terms and Conditions** set forth herein.

## 3. CHECK-IN & CHECK-OUT

The Guest(s) are requested to vacate their Suite by **10:00 A.M.** and arriving guests to check-in after **3:00 P.M.** Changes required by the Guest(s) on the departure and arrival time must be reported to Premiere for confirmation of availability of change. Return or pick up of keys, passes and remotes will be made available during regular business hours. Upon request, prior arrangements can be made for return or pick up after business hours, weekends, and holidays.

If there is any delay in vacating the Suite beyond the agreed time, a full day's rental, calculated at the daily rate applicable may be charged to the Guest(s).

#### 4. EXTENSIONS

Your suite is booked only for the period of time noted on your Reservation Contract. Should you wish to extend your stay, please provide Premiere with as much notice as possible. Extension requests received less than 14 days before scheduled departure will be subject to availability and current rates.

#### 5. CONFIRMATION CHANGES

Any changes modified in a confirmed reservation may be subject to an administration charge of \$100.00 per reservation. Acceptance of changes in check-in dates remains at the sole discretion of Premiere and may be viewed as a cancellation. Early check-out dates require a thirty (30) day notice or will be subject to the balance of the notice up to a maximum of a thirty (30) day penalty. Should a booking be modified so that it falls into a different rate category, the difference in rate will be applied to the entire booking. For example, if a six-month rate is provided and the guest departs after 30 days, the rate will be adjusted appropriately for the duration of stay.

In extreme circumstances Premiere may find it necessary to cancel a reservation and if so, Premiere shall make all practical efforts to offer a comparable alternative. If this is not acceptable, Premiere will refund any sum paid in advance, which shall constitute full and final settlement of any liability Premiere may have as a result of such cancellation.

#### 6. CANCELLATION

Premiere must be notified in writing of any request to cancel a reservation at least fourteen (14) days ahead of the arrival date in order to avoid cancellation charges. In the event of cancellation, the following charges will apply. Premiere may apply the guest's security deposit against applicable cancellation charges. No refund will be made of any associated credit card charges. For cancellations 15+ days in advance, an administration charge of \$100 will apply.

Cancellation Policy	
15+ nights prior to move in	Full refund - less \$100 admin fee
14 to 1 Night(s)	50% + Tax
On Arrival (30 Night reservation or less)	100% + Tax
On Arrival (30+ reservations)	30 Nights + Tax
<i>All cancellations must be received in writing.</i>	

#### 7. RATE CHANGES

Premiere's published rates are subject to change without notice. Reconfirm rates on all reservations, extensions, or new reservations. In-house Guest(s) staying greater than one (1) month and who are paying a monthly rate will be given one (1) month's prior notice of any rate change. Premiere reserve the right to increase the rate at any request for a booking extension or should a booking be shortened, resulting in a stay length of a different rate band.

Any Guest(s) whose original reservation is for one (1) month or greater and who advises Premiere of an earlier than scheduled check out having the effect of reducing the reservation to less than thirty (30) or thirty-one (31) days, will be subject to a corresponding rate change to the higher weekly or nightly rate, but only if the city supports stays of under 30 nights. Should the stay be located within a city with a minimum stay requirement, the booking cannot be shorted below that minimum requirement. Where applicable, all such reductions in duration will also be subject to the applicable *goods and services tax, provincial sales tax, or other similar taxes, collectively "Taxes"*. Premiere will revise the original billing in this regard and charge the Guest(s) accordingly.

*Where applicable, Premiere will be responsible for charging, collecting, and remitting the payment of taxes to the relevant taxing authority. Premiere shall advise Guest(s) of any change to its legal name or registration numbers. Premiere will make reasonable efforts to ensure that its invoices meet all requirements imposed by law to permit Guest(s) to claim a credit or refund of any applicable Taxes. Neither party will be responsible for the payment of any taxes imposed on the gross or net income, gross or net receipts or taxes in respect of capital, property, doing business, excess profit, net worth or franchise, or any similar taxes or charges (including any interest and penalties thereon) of the other party.*

#### 8. CUSTOMER SATISFACTION

Premiere Suites' accommodations are guaranteed to be representative of the description provided. Guests are responsible to notify Premiere within one business day (24-hour period) upon arrival should the Guest(s) find accommodations to be other than as represented or have a concern which makes the accommodation less than acceptable. Premiere Suites will make every effort to remedy the issue, as follows:

- a. Find and book the Guest(s) another comparable Accommodation (in the event a substitute Suite is found which rents at a

higher rate than originally booked, the Guest(s) may be asked to pay the difference) or;

- b. If a comparable suite is not available, all monies paid in advance for the unused portion of the reservation, plus one (1) additional night for the used portion, if applicable, will be refunded. In addition, other charges (i.e. incidentals) will be charged accordingly.

Premiere Suites will do everything possible to accommodate Guest(s) needs, however, in extreme circumstances Premiere Suites may need to relocate a guest to a suite of comparable or better quality. Premiere Suites is not responsible for situations and conditions of Force Majeure, including but not limited to: bad weather, airline delays and labor strikes.

## 9. TERMINATION OF RESERVATION CONTRACT

Premiere has the right to terminate a **Reservation Contract** at any time if Premiere, in its sole discretion, determines there are grounds of abuse or discriminatory conduct to staff or other guests, mistreatment of the Suite, a violation of any of the terms in this agreement, non-payment of rent, or suspected criminal activity on the part of those occupying the Suite or their guests. In such circumstances Premiere is not obliged to provide or locate alternative accommodation. The period of notice and the refund applicable are entirely at the discretion of Premiere. At the end of the reservation contract, any failure to depart from the premises will be considered trespassing.

## 10. RULES & REGULATIONS

In addition to these terms and conditions, guest(s) and all other occupants acknowledge and agree to comply with By-Laws and Rules & Regulations of the building and/or condominium association and all applicable municipal, provincial and federal rules and regulations that may apply in the jurisdiction of the rental during the term of the contract. Any fines or penalties received as a result of to by-laws or the rules and regulations of a building will be the responsibility of the guest. Further to this, Premiere has the right to terminate the contract for misconduct without refund.

Forbidden actions include but are not limited to the following:

- Cause a disturbance or interference of comfort to other residents of the building;
- Cook outside of the kitchen or approved BBQ areas;
- Block toilets, sinks, tubs or other water fixtures with garbage or other substances;
- Hang clothes, towels or bathing suits on balconies, windows or terraces;
- Post any ads, notices or any other signs anywhere in the buildings;
- Remove dishes, cookware or any other equipment or furnishings from the Suite;
- Use Roller Blades, bicycles or skateboards in all areas of the building;
- Leave windows open when Suite is not inhabited;
- Install additional locking devices on any doors;
- Leave garbage or debris in any common area not designated for waste disposal;
- Leave children under the age of twelve (12) unattended in the suite or any common areas of the building;
- Tamper with Smoke Detectors or Fire Extinguisher

Any moved furniture must be returned to its original location prior to the Guest(s) Departure; any damages caused by such movement will result in additional fees.

Guest(s) may not solicit or peddle, nor use their Suite for other than residential or tourist purposes. An excessive level of noise will not be tolerated at any time.

Guest(s) and all other occupants must keep their personal belongings inside the Suite (bicycles, shoes, door mats, carriages, umbrellas etc. are not permitted to be left in the hallways or passageways).

Premiere reserves the right to add or modify the applicable Rules and Regulations from time to time and to require specific rules for certain rentals and jurisdictions that may not be universally applicable. The guest agrees to abide by the applicable Rules and Regulations in place for their rental at all times.

## 11. DAMAGES

The Guest(s) are also responsible for maintaining all practical care of common areas of the property, parking areas, the Suite and its contents. Except in the case of normal wear and tear, the Guest(s) are responsible for any damage to common areas, parking areas, the Suite or its contents during their stay which has occurred due to the negligence, willful default or irresponsible behavior on the part of the Guest(s) or those occupying the Suite or their guests. Any damage must be reported to Premiere by the Guest(s), without delay. Guest(s) will ensure that nothing is done which may jeopardize Premiere's insurance policy or any part of it in respect of the Suite and its contents. Damage to furniture will be charged at replacement value.

### a. Housekeeping & Utilities

Housekeeping is provided every two weeks for all our Suites (for reservations over three (3) weeks). Guest(s) are responsible for

maintaining the overall cleanliness and condition of the interior of the Suites and refunds will not be issued for any declined housekeeping service. Upon departure, Guest(s) are expected to leave the Suite in the same condition that we have provided or be billed a minimum of \$25.00 for additional cleaning costs associated with the state of the Suite such as waste removal. Extra housekeeping charges will apply for any Suite which requires more time than normally allocated for a clean out to return the Suite to Premiere standards. Premiere conducts a final cleaning and inspection of each Suite upon Guest(s) departure.

*Guest(s) are required to comply with all applicable waste management rules and regulations in the jurisdiction of the rental. Guest(s) shall be solely responsible and indemnify Premiere for any fines or penalties incurred as a result of their failure to comply with applicable waste disposal rules and regulations.*

Basic utilities (electricity, hot-water, heating, and sometimes central air-conditioning, etc.) are included in the rental rate. However, the Guest(s) must ensure that all lights and small appliances are turned off, and air-conditioning & heating units should be turned down to save energy when the Suite is unoccupied. Faulty plumbing or leaks that are identified should be reported to Premiere Suites immediately as they can result in damage to the suite. Extra charges may apply if any utilities bill rises above and beyond the standard usage costs for the specific Suite rented.

Propane fireplaces are available in some of the suites managed by Premiere who agrees to subsidize an average usage of \$35.00 per month; usage exceeding this amount will be charged to the guest.

The rental of propane barbeques does not guarantee full propane tanks and replenishment of this consumable is the sole responsibility of the guest(s).

Where the housekeeping service has been declined, Premiere reserve the right to enter a suite for the purposes of inspection.

## **12. INCIDENTAL CHARGES**

### **A. Damaged or Lost Keys/Door Openers**

Guest(s) shall be responsible for the costs of replacing lost keys, door openers or for any damage caused by abuse or neglect. There will be a minimum charge of \$75 for lost keys in addition to a minimum fee of \$100 for each of the following lost items; remote fobs, security/parking passes, and garage door remote controls. A lock out charge of at least \$100.00 will be billed to the Guest(s) account for any required re-access to their Suite. Should locks require changing, a minimum charge of \$500 will be levied against the cost of a locksmith.

### **B. Telephone**

Local calls are complimentary with the exception of "Smart Tone Services" (i.e.: \*calls), and directory assistance. Guest(s) are responsible for all long-distance charges made from their Suite during their stay. There will be a minimum \$5.00 administration fee per month charged for long-distance usage. Long distance charges will be posted to the Guest(s) account once received from the long-distance carrier and a copy will be provided to the Guest(s). Rates for all telephone charges are in accordance to the telephone phone carriers. Voicemail or Answering Machine instructions are provided in each Suite. Guests who alter the communications/service provider, without consent of Premiere, will incur a \$100.00 service fee charged to their account.

### **C. Television & Internet**

Basic cable and/or digital television are provided in each Suite. Any additional services, such as movie rentals or additional channels will incur fees and administration fees. Each Suite has been equipped with a modem for High-Speed Internet. In order to provide these services to our guests, Premiere has installed a modem and/or a television receiver. Upon departure, all equipment must remain in the Suite or the guest will be responsible for a charge of up to \$500.00 for replacement of the modem, receiver, tv remote control, Google home and/or any other electrical equipment located in the suite.

*Each suite is equipped with a WiFi router – the internet connection is secured by a WEP key security passcode and NAT using a single internet IP address specifically assigned per suite. Any access to the internet and the use of Premiere's equipment to do so is undertaken at the guest's own risk. It is the responsibility of the Guest(s) to ensure they have anti-virus software on their personal computers or laptops to protect against malware and online viruses. Premiere is not responsible for any form of cyber risks including but not limited to the loss of data or unauthorized access, denial of service attacks, insider theft of information and unauthorized or unlawful network-based activity.*

## **13. OCCUPANCY**

Only persons notified to Premiere in advance may occupy the Suite overnight. Guest(s) are not permitted to sublet the Suite to any other third party. The number of persons permitted to occupy the Suite is limited to the number indicated on the Reservation Contract including children and overnight guests. Premiere reserves the right to refuse admittance to the Suite if this condition is not complied with.

Any guest(s) that may require assistance in the case of an emergency, such as during an evacuation where elevators will be inaccessible, must notify Premiere prior to their arrival.

## 14. SMOKING

In accordance with Provincial law, and for the comfort of all its guests, Premiere offers a smoke-free environment. There will be No Smoking of any sort or burning of candles or incense permitted in any property managed by Premiere. Individuals smoking in the Suites will be subject to eviction and responsible for complete sanitation and restoration costs.

*The definition of "Smoking" used herein includes but is not limited to tobacco, cannabis and vapour and includes the use of a pipe, a bong, an electronic cigarette, a vaporizer or any other device of this nature. This prohibition applies to the interior and exterior areas of the property, including the dwelling, land, balconies, terraces and common areas.*

## 15. PETS

Some but not all of the properties where Premiere has Suites permit pets. In Suites where pets are permitted, some restrictions may apply. A **Pet Agreement** and **Pet Owner General Terms and Conditions** must be signed by any guest wishing to accommodate their pet(s) in that Suite. Please refer to the **Pet Agreement** and **Pet Owner General Terms and Conditions** for particulars. NOTE: Fees are applicable in all instances of pet stays. Failure to notify Premiere of a pet will result in a fine of \$500, all applicable pet charges and possible eviction.

## 16. RIGHTS OF ACCESS

Premiere, or our authorized agents, may at any time access the Suite for the purpose of inspection of the Suite, and to carry out repair or maintenance work. Premiere will make every effort to give advance notice to the Guest(s).

## 17. FACILITIES & SERVICES

All Suites are fully furnished to a high standard and include a kitchen fully operational with appliances, cutlery, and kitchen utensils. No food is provided. Suites are equipped with entertainment centers, quality linen and towels. A full inventory of equipment and utensils will be in the Suites. No items may be removed from the Suite.

Unless otherwise specified, the prices quoted include a bi-weekly (*every two weeks*) housekeeping service (on reservations over three (3) weeks), heating, electricity, gas, water, broadband internet connection, local telephone service, and digital cable television. Any extra facilities and charges are solely at Premiere's discretion.

As a housing provider, Premiere makes every effort to meet its obligations to accommodate individuals with various needs and backgrounds, including those protected under the various Human Rights Codes. The Tenant shall notify Premiere in writing of any Code-related needs for which they request accommodation, to provide Premiere with an opportunity to accommodate the Tenant in an appropriate and fulsome manner. Premiere will endeavor to accommodate all tenants up to the point that it causes undue hardship to the business.

## 18. GOVERNING AGREEMENT

In the event of a conflict or ambiguity between these terms and conditions and the terms and conditions of any third-party booking agency or other entity with whom the guest has entered into a contact in respect of the rental, these terms and conditions shall govern. This Short-Term Rental Agreement falls outside the scope of any provincial or territorial Landlord and Tenant Act or Residential Tenancies Act.