



A clear understanding.

Short Term Vacation Accommodation Agreement

Kelly's Chalet · Grand Marais, Manitoba

Version 0.9

Complete the booking details and read every section before signing. The digital and PDF versions share the same terms.

This template is not a confirmed booking. Management must complete the property disclosures and select the signing authentication before guest acceptance.

Property

36088 PTH 12, Grand Marais, Manitoba R0E 0T0, in the Rural Municipality of St. Clements

Host

Individual identified by full legal name in the completed Booking Summary.
Operating name: Kelly's Chalet.

Version

0.9 | Booking specific terms appear in the Booking Summary

This agreement states the complete rules for a temporary recreational stay at Kelly's Chalet. The individual identified in the Booking Summary as the Primary Booking Guest must review the Booking Summary, the plain language Key Rules, the Legal Terms and all schedules before accepting. Only the Primary Booking Guest signs the guest side of this agreement.

Important: section 23 contains an assumption of risk, release and indemnity that may affect the Primary Booking Guest's legal rights. It must be brought specifically to that signer's attention before signing. It does not waive or release any non signing person's independent rights.

Booking Summary

This completed summary is part of the agreement. All amounts are in Canadian dollars. The guest must be able to review, correct and retain it before accepting.

Identity, stay and contact information

Agreement and booking ID

Agreement version and issue date

0.9 |

Host identity and operating name

Full legal name: to be completed privately before guest acceptance. Operating name: Kelly's Chalet.

Confirmed supplier / operating name status

Legal entity and registration, if any:

Business and mailing address

Host telephone and email

| bookings@kellyschalet.ca

Local property manager

Authorised Property Manager | bookings@kellyschalet.ca |

RM licence / approval reference

Number, status and expiry, if required:

Property civic and postal address

36088 PTH 12, Grand Marais, Manitoba R0E 0T0, in the Rural Municipality of St. Clements

Accommodation and included facilities

Chalet rooms, beds, bathrooms, kitchen, outdoor areas:

Sleeping arrangement and capacity

Approved beds/rooms and the lowest lawful, fire, building, septic, insured or safe limit:

Material amenity limits

Unavailable, seasonal or shared features:

Access delivery method

Method and timing only; never include a live access code:

Warranty / guarantee disclosure

None beyond this agreement and non waivable law / other:

Primary Guest legal name**Primary Guest age requirement**

18 years of age or older

Primary Guest address**Primary Guest permanent residence**

Address outside the Property:

Primary Guest email and mobile**Arrival**

at Central Time, as stated in this completed summary

Stay arrival date**Stay arrival time****Departure**

at 9:00 a.m. Central Time, unless varied here:

Stay departure date**Departure time, only if varied from 9 a.m.****Registered occupants**

Base package up to 6 | Approved total: | Complete Schedule E

Approved dogs

Number, names and descriptions:

Vehicles

Number, make and licence plate:

Approved day visitors

Names or maximum number and permitted hours:

Exact exterior camera notice

Device count, location and field of view: see Schedule C / attached map

Signature and identity assurance

Private guest link and intentional electronic acceptance, or another process recorded in the completed summary. Management may sight check an original photo ID before access. No raw image is retained. Any additional authentication requirement must be stated before signing.

Price, payment and security

Accommodation charge

\$

Cleaning charge

\$

Dog charge

\$ (no pet fee for a service animal required by law)

Additional firewood ordered

\$ Quantity:

Price firewood

Price firewood quantity

Other mandatory charge

\$ Description:

Price other

Price other description

Base package occupancy

Up to 6 registered overnight occupants, subject to any lower applicable limit

Approved additional occupants

Number above base package: | Approved total:

Occupancy above base

Occupancy approved total

Additional occupant charge

\$ per person per night / stay (select one) | Subtotal: \$

Price additional person rate

Price additional person subtotal

Applicable taxes

\$

Total booking price

\$ CAD

Payment schedule and method

Deposit: Due: Balance: Due: Method:

Payment deposit amount

Payment deposit due

Payment balance amount

Payment balance due

Payment method

Refundable damage security

\$ as deposit / card authorisation (select one)Selected:

Payment damage security

Payment security type

Cancellation option

Standard policy in section 5 / different disclosed policy attachedSelected:

Required pre sign confirmations

- ☐ I reviewed the exact dates, complete occupant roster, visitors, dogs, vehicles, base and additional occupant charges, total price, payment schedule and cancellation policy, and I had a chance to correct errors.
- ☐ I received access to a retainable copy of this complete agreement and the exterior camera notice before accepting.
- ☐ I am booking a fixed temporary vacation stay, maintain a permanent residence elsewhere, and will not use the Property as a principal residence, mailing address or place of business.
- ☐ I understand the approved occupancy and any lower lawful or insured limit, no party rule, quiet hours, smoking restrictions, complete on Property fireworks prohibition and dog control requirements.
- ☐ I expressly authorise only documented, reasonable post stay charges allowed by section 6, after itemized notice and an opportunity to respond. The damage security is not a penalty or a limit on proven loss.
- ☐ I consent to electronic records and signatures. I can request a paper or accessible alternative before signing.

Key Rules in Plain Language

This guide helps guests follow the agreement. It does not remove or reduce any obligation in the Legal Terms. If anything seems inconsistent, contact management before signing.

TOPIC

WHAT YOU NEED TO DO

PEOPLE

The base package covers up to six registered occupants. Any additional person needs advance written approval, a disclosed per person charge and a revised total, and the group can never exceed the lowest lawful, insured or safe limit. Every overnight person must be listed. No parties, events or third party bookings.

DOGS

Up to two approved dogs. Use a physical leash and direct supervision outdoors, pick up waste daily, keep dogs off beds and furniture, and use waterproof bowl mats. A GPS collar is supplemental only. Service animal rights are respected.

SMOKE

No smoking or vaping inside any building or within three metres of the chalet or another building. Use only the designated outdoor area and ashtray. The responsible guest pays reasonable burn, odour and remediation costs.

FIRE

Use only the verified installed firepit and keep the required grate or spark screen in place. Keep fires small, legal and continuously watched by a sober adult. Keep a hose or extinguisher ready, extinguish fully, and never move the pit.

FIREWORKS

Do not bring, possess, store or use fireworks or similar devices anywhere on the Property. Any independently chosen off site activity must occur only at an expressly designated lawful location after checking current bans, permissions and all applicable rules.

QUIET

Quiet hours are 11:00 p.m. to 7:00 a.m. Nuisance noise is prohibited at all times, and music must never be audible 30 metres from its source. Do not confront neighbours; contact management.

WILDLIFE

Never feed or approach bears, raccoons or other wildlife. Remove food from the yard, BBQ and fire area. Bag and seal garbage in the designated secure location every day.

PARK

Park only in the driveway or marked space. Do not drive on grass or vegetation. No oil or fluid changes, draining, repairs, contaminating wash water, off road riding or unapproved EV charging.

SECURITY

Disclosed exterior only cameras protect access, people and property. They have no audio, facial recognition or person tracking and are not continuously watched. Normal footage is deleted after 14 days. Do not cover, move or disable cameras, alarms or safety devices.

DEPART

Lock doors and windows, turn off lights, fans, TV and radio, and follow the checkout list. Never turn off the winter heat, fridge, freezer, water, sump, security or other essential system.

DAMAGE

Report damage, spills, defects or safety concerns immediately. Management and guests may take condition photographs. A charge must be itemized, evidence supported and based on reasonable actual cost, with a seven day opportunity to dispute it. Ordinary wear and arbitrary penalties are excluded.

WEATHER

Follow safe storm instructions for identified transparent rollers or screens only when it is safe to do so. Never perform roof, ladder, electrical or other hazardous work. Call management when unsure.

Legal Terms

These terms apply to the booking identified in the Booking Summary. “Primary Booking Guest” and “Guest” mean the individual who signs this agreement. References to an occupant, visitor or approved animal describe people or animals for whose controlled conduct the Primary Booking Guest accepts direct contractual responsibility; they do not make a non signing person a party. An animal is not a party to this agreement.

1 Parties and agreement

The Host is the individual whose full legal name is entered in the completed Booking Summary. The Host provides the accommodation under the operating name Kelly's Chalet. The Authorised Property Manager may communicate instructions, coordinate service, inspect after an incident, and act for the Host in administering the booking. The manager does not become the owner or a separate accommodation supplier solely by performing those functions.

This agreement is between the Host and the Primary Booking Guest, who confirms being at least 18 years old, signing in their own capacity and personally occupying the Property throughout the stay unless Management approves otherwise in writing. Before check in, the Primary Booking Guest must provide every overnight occupant's full name and identify each as an adult or minor; give every occupant and visitor the House Rules, safety information, privacy notice and exterior camera notice before

entry; keep the roster accurate; and obtain advance written approval for a change.

As between the Host and the Primary Booking Guest, every act or omission of an occupant, visitor or approved animal that would breach this agreement if done by the Primary Booking Guest is treated as that Guest's breach solely for the Host's contractual remedies against that Guest. The Primary Booking Guest is directly responsible for all booking sums and for reasonable, documented repair or replacement cost, extraordinary cleaning, lawful call out charge and third party claim directly caused by such conduct, subject to proof, causation, mitigation and applicable law. This excludes ordinary wear, pre existing condition, betterment, amounts recovered from another source, and loss caused by the Host's or Management's negligence, gross negligence, wilful misconduct or breach of a non waivable duty. No non signing person is made a party or has independent rights waived, and the Primary Booking Guest does not sign as another adult's agent unless that authority is separately documented and accepted by the Host.

The Booking Summary, these Legal Terms, Schedules A through E, the completed camera map supplied before signing, and any expressly attached booking specific addendum form one agreement. A material change after signing is effective only if both parties agree in writing, except a temporary direction reasonably required by law, fire ban, emergency or immediate safety risk.

A binding booking is formed only after all material disclosure fields are completed, the required initial payment clears, the signing service authentication specified for formation in the Booking Summary succeeds, the Primary Booking Guest signs, and the Host countersigns or sends written booking confirmation. Until then, a payment receipt or signing invitation is not final acceptance and no access credential will be issued. If the Host does not form the booking, amounts received are returned. A complete and approved occupant roster is required before access is issued. A later original photo ID sight check may be a condition of access but does not postpone contract formation unless the Booking Summary expressly requires a secure live check before acceptance.

2 Temporary vacation licence

The Host grants a personal, limited licence to occupy the chalet only for the fixed recreational stay shown in the Booking Summary. The licence may be ended only as

this agreement and applicable law permit. This is not a transfer of possession, a residential lease, a primary residence, a mailing address, a place of business, or a right to renew or remain after checkout. The Guest confirms that the Guest maintains a permanent residence elsewhere. Labels do not override any law that applies to the actual arrangement.

The Guest must not assign, resell, sublicense, sublet, advertise or transfer the booking; book for an undisclosed third party; receive mail or government documents at the Property; establish residency; or use the Property for commercial activity, filming, sales or services without advance written permission.

3 Eligibility and accurate booking information

The Primary Booking Guest must be at least 18 years of age, stay at the Property throughout the booking, provide accurate identity, contact and roster information, and have legal authority to use the payment method. The Host may cancel before arrival if a material identity, payment, occupancy or purpose statement is false and the issue is not promptly corrected.

The Guest should tell the Host about an accessibility need or service animal accommodation request as early as reasonably possible, including after signing if the need later arises or becomes known. The Host will consider reasonable accommodation in accordance with applicable law. No person is required to disclose a diagnosis, and only information reasonably needed to arrange the accommodation may be requested.

4 Booking disclosures and order of terms

Before acceptance, the Host will provide the legal and operating name, business and mailing address, telephone and email, a fair description of the accommodation, exact stay dates, all itemized prices and taxes, the total in Canadian dollars, payment terms, occupancy and other restrictions, cancellation and refund terms, and the privacy and security arrangements. Those disclosures are part of this agreement.

For a direct booking, the Booking Summary controls a booking specific fact; these Legal Terms control general legal rights and duties; a schedule controls its specific subject. For a booking through a platform, a mandatory platform term controls only

to the extent of an unavoidable conflict. No summary or advertisement reduces a right that cannot lawfully be waived.

5 Payment, cancellation and refunds

The Guest must pay the amounts on the dates and by the method in the Booking Summary. A payment is not complete until cleared. The Host will not store a card verification value. Any card payment must use the Host's approved hosted payment provider.

Unless the Booking Summary clearly selects a different disclosed policy, the standard direct booking cancellation policy is measured when notice reaches bookings@kellyschalet.ca by 5:00 p.m. Central Time: 30 or more full days before arrival, refund of accommodation charges paid; 15 to 29 full days before arrival, refund of 50% of accommodation charges paid; fewer than 15 full days before arrival or a no show, no accommodation refund. Refundable security and taxes relating to refunded charges are returned. A cleaning charge, dog charge and unused firewood charge are refunded when the stay never starts. A statutory cancellation or refund right prevails.

The Host will take reasonable steps to mitigate a cancellation loss. Net proceeds actually received from rebooking the same nights, after reasonable incremental rebooking costs, will be credited against the amount otherwise retained or claimed so that the Host does not recover twice for the same accommodation nights.

If the Host cancels because the Property cannot lawfully or safely be supplied and the Guest did not cause the problem, the Host will refund the price paid for accommodation not supplied. If an evacuation order, closure, prolonged utility failure, severe casualty or similar event outside both parties' reasonable control prevents occupancy, the parties will first try to reschedule; if they do not agree, the Host will refund the price paid for unprovided nights, subject to any greater non waivable right. Neither party owes the other's indirect travel or opportunity loss except where law requires otherwise.

6 Damage security and post stay charges

The refundable damage security shown in the Booking Summary may be a deposit or

a card authorisation. It is security, not a penalty and not a limit on proven liability. It may be applied only to documented, reasonable loss caused by the Guest, an occupant, visitor or animal: physical damage beyond ordinary wear; missing items; extraordinary cleaning; smoke, pet, grease or biohazard remediation; unauthorised occupancy or overstay loss; actual third party call out charges; and fines or response costs lawfully imposed on the Host because of the Guest's breach or negligence.

The Host will not charge twice for the same loss or charge for ordinary turnover cleaning, ordinary wear, pre existing damage, betterment or an unsupported estimate. Within seven calendar days after checkout, the Host will return the unused security or give a proposed itemized written claim with available photographs, invoices or a reasonable estimate and return any undisputed balance. If a final third party invoice cannot reasonably be obtained within that period, the Host may reserve a stated reasonable amount and provide a final accounting as soon as practicable, normally within 30 days.

The Primary Booking Guest may respond or dispute a proposed claim in writing within seven calendar days after receiving it. The Host will not finalize or charge a disputed amount before the Guest responds or that response period expires and will provide the outcome promptly. Any automatic post stay card charge is limited to the stated security amount and ordinarily may be initiated only after that response or expiry, within the payment provider's disclosed authorisation period. If the provider requires an earlier capture solely to preserve an authorisation, the Host must give prompt notice and refund any unsupported portion after the dispute review. An amount above the stated security requires the Guest's later written approval, an approved platform resolution, a settlement or a lawful judgment. The Host may pursue any unpaid, proven balance by lawful means.

7 Arrival, checkout and access

Check in is the exact date and Central Time completed in the Booking Summary. Standard checkout is 9:00 a.m. Central Time unless that summary states otherwise. The Guest must not arrive early, remain late, store belongings, or continue using the Property after checkout without written permission. Any disclosed overstay charge must reasonably reflect added turnover cost and does not replace liability for a documented lost booking caused by the overstay.

The Guest should inspect the Property on arrival and report visible damage, missing safety equipment or serious cleanliness concerns promptly, preferably within four hours. Failure to report is relevant evidence but is not conclusive proof that the Guest caused a condition.

The Host or manager may enter or attend the Property for an emergency, suspected fire or water event, urgent maintenance, required legal or insurance inspection, or a reasonably suspected serious breach. Except in an emergency or when delay would create risk, management will give reasonable notice and seek to minimize disruption and intrusion.

8 Occupancy, visitors and conduct

The base package covers up to six registered overnight occupants. More than six may stay only with Management's advance written approval and only after the Booking Summary states the approved total, the disclosed per person charge and the revised booking price. The approved total can never exceed the lowest lawful, fire, building, septic, insured or safe sleeping capacity then applicable. Every overnight person counts toward the approved total and must be registered before arrival.

No party, disruptive gathering, event, ticketed activity, commercial use, unregistered or unapproved overnight occupant, unapproved day visitor, tent or recreational vehicle sleeping is permitted. Adults must supervise children according to their age and the hazards present. The Primary Booking Guest must remain reasonably reachable during the stay.

Quiet hours are 11:00 p.m. to 7:00 a.m. as a contractual house rule. Nuisance noise is prohibited at all times. Music or amplified sound must never be audible 30 metres or more from its source, and all outdoor music and gatherings must end immediately on management's direction. The Guest must not threaten, confront or retaliate against a neighbour. Report any complaint or concern to management immediately.

9 Smoking, vaping and ignition sources

Smoking, vaping, burning cannabis, incense, candles or any similar ignition or aerosol activity is prohibited inside the chalet, on an enclosed porch, and in every

other building. Smoking and vaping are also prohibited within three metres of a building, doorway, open window, air intake, fuel source, dry vegetation or any area marked non smoking.

A guest may smoke only in the designated outdoor location on the Property, using the provided ashtray. The Guest must fully extinguish material, keep ash and butts out of grass and garbage until cold, and comply with all fire restrictions. The responsible Guest is liable for reasonable documented burn repair, replacement, odour treatment and extraordinary cleaning of walls, linens, clothing, upholstery, furniture and other affected items.

10 Dogs and service animals

Dogs are the only pets permitted, to a maximum of two approved dogs, except that an animal that must be accommodated under applicable human rights law is not treated as a pet. Schedule B applies to every approved dog and, to the extent consistent with lawful accommodation, to a service animal. No pet charge applies to a service animal that must be accommodated by law, although responsibility for actual damage remains.

A physical leash or secure enclosure is required outdoors unless management has expressly approved a different controlled area. A GPS, electronic or boundary collar may be used only as supplemental control and must be set no closer than five metres inside each Property boundary; it never replaces a leash, direct attention or physical control. The Guest must prevent roaming, entry onto neighbouring property, nuisance barking, wildlife pursuit, aggression and contact with another animal without its handler's consent.

11 Garbage, food and wildlife

Bears, raccoons and other wildlife may be present. The Guest must never feed, bait, approach, touch or harass wildlife. Food, grease, pet food, drink residue and garbage must not be left near the firepit, BBQ, outdoor refrigerator, preparation table, vehicle or yard overnight.

The Guest must bag and seal garbage and food waste each day and put it only in the designated indoor or wildlife resistant locked location identified in the House Manual.

The BBQ and outdoor food surfaces must be cleaned after they cool. If a bear or other animal creates an immediate risk, go inside, secure people and animals, and contact management or emergency authorities as appropriate.

12 Firepit, BBQ and firewood

Outdoor burning is allowed only in the installed firepit or approved appliance, never during a fire ban, closure, unsafe wind or other prohibition. The firepit may be offered for guest use only after the Host records that it has the required flat non combustible base, grate or spark screen and at least three metres of clearance from structures, combustibles, fences, trees, hydro poles and property lines. The Guest must keep the required grate or screen in place. A small fire must be continuously supervised by a sober adult, with a working hose or extinguisher immediately available. Before leaving the area or sleeping, the Guest must extinguish the fire completely and confirm that ashes and fuel are cold. Never move, alter or enlarge the firepit or its border.

Do not use accelerants, burn garbage, or burn painted, pressure treated, glued, contaminated or prohibited material. One small starter firewood bundle is included for convenience. Additional bundles may be bought at the price disclosed before purchase. Guest supplied wood must be clean, untreated, lawfully transported and locally sourced where required to reduce pest and disease risk.

The Guest is responsible for reasonable, documented damage, remediation and official response charges to the extent caused by the Guest's breach, negligence or unlawful fire activity. The Host may immediately end unsafe fire use and require extinguishment.

13 Fireworks

Fireworks, firecrackers, pyrotechnics, exploding targets and sky lanterns are prohibited everywhere on the Property at all times. A Guest must not bring, possess, store, display, sell, ignite or use any such item on the Property, even before 11:00 p.m. or when no municipal or provincial ban is in force.

A Guest who independently chooses an off site fireworks activity must remove the items entirely from the Property and use them only at a location expressly

designated and lawfully authorised for that activity. A public beach, park, road allowance or other public land is not automatically lawful. The Guest must independently check current fire bans, permits, landowner authorisation and all municipal, provincial and federal requirements. The Host and Management do not organize, supervise or authorise an off site activity.

The Guest is responsible for reasonable, documented property damage, cleanup, third party claims, tickets and official response charges to the extent caused by prohibited fireworks or related devices.

14 Vehicles, parking and environmental protection

Park only on the driveway or another area identified by management, within the vehicle limit in the Booking Summary. Do not park, turn, tow, ride or drive on grass, landscaped areas, wet soil or vegetation. No camping or sleeping in a vehicle is permitted. EV charging requires advance written approval and an approved outlet or charger.

Oil or fluid changes, draining, major mechanical work, parts cleaning, contaminating wash water, fuel transfer or storage, and discharge of any oil, fuel, chemical, sewage or other contaminant are prohibited. Emergency roadside type work must be reported first when practical and must use containment. Do not bury, rinse or spread a spill. Stop the source if safe, keep people away and notify management immediately. The responsible Guest must pay reasonable cleanup and reporting costs caused by the Guest.

15 Restricted areas and property equipment

Locked or marked sheds, outbuildings, storage areas, cabinets and owner closets are off limits. Guests must not enter them, force a lock, duplicate or share an access credential, or use owner tools, axes, saws, wood splitters, ladders, gardening equipment, machinery, chemicals or supplies unless the Booking Summary specifically includes the item and management gives instructions.

Do not move indoor furniture outdoors, rearrange heavy items, attach anything to walls, cut vegetation, dig, install decorations, use confetti or glitter, or alter any building, screen, storm panel, camera, alarm, utility or landscape feature.

16 Heat, utilities and energy

Do not adjust a thermostat, heating system, breaker, valve, pump, well, septic, water heater, router or other building system outside posted guest controls. Contact management for temperature or equipment concerns. In cold weather, never turn off or materially reduce essential heat. At all times, never turn off the fridge, freezer, water protection, sump, alarm, security or other system identified as essential.

When leaving or checking out, turn off lights, fans, television, radio and non essential entertainment equipment; close and lock doors and windows; and follow the departure checklist. Do not overload circuits or use unapproved high load appliances, heaters or extension cords.

17 Weather preparation

The Guest must monitor ordinary weather information and follow a reasonable safety direction from management. If rain or a storm is expected, the Guest must lower and secure only the specifically identified transparent rollers, screens or covers, using the illustrated House Manual, and only when this can be done safely from ground level without tools.

The Guest must not climb a ladder or roof, work near electrical equipment, move a heavy structure, handle a damaged screen in high wind, or perform any hazardous storm task. Move people and dogs to safety, close doors and windows if safe, and contact management when uncertain. The Guest is responsible only for loss caused by an unreasonable failure to take a safe, clearly explained step, not for the storm itself.

18 Safety equipment and emergencies

Do not remove, cover, silence, disconnect or tamper with a smoke alarm, carbon monoxide alarm, extinguisher, fire screen, first aid supply, emergency light, lock, camera or other safety device. Report a missing, damaged or sounding device immediately. Do not exceed posted bed, appliance or deck limits.

For a fire, medical emergency, crime in progress, missing person or immediate threat, call 911 first and give the civic address: 36088 PTH 12, Grand Marais,

Manitoba R0E 0T0, in the Rural Municipality of St. Clements. Then contact management when safe. The Guest must follow evacuation orders and not re enter until authorities permit it.

19 Exterior cameras and privacy

Disclosed exterior cameras are used only for access control, guest and property safety, incident investigation, reasonable rule enforcement, insurance purposes and protection from theft or damage. A device may record continuously or on motion only as accurately disclosed in Schedule C, but no person continuously watches or tracks guests. Cameras are exterior only, record video without audio, use no facial recognition, biometric identification or person tracking, and are positioned away from interiors and areas of heightened privacy. Views must capture no more neighbouring property or public roadway than reasonably necessary. The exact count, locations and fields of view must be shown before acceptance, and signs must appear before a person enters a recording zone.

Recordings are reviewed mainly when a safety, security, damage, insurance or access control issue occurs and do not guarantee emergency detection or a response. Normal footage is automatically deleted after 14 days. Relevant footage may be retained longer for a documented incident, insurance claim, dispute, legal hold or lawful investigation and is deleted when that purpose ends. Access is role limited and logged. Footage may be disclosed only for an identified purpose or when required or permitted by law.

The Guest must not cover, move, disconnect, damage or interfere with a camera or related network. A privacy concern or lawful access or correction request may be sent to the Privacy Contact in Schedule C and will normally be answered within 30 days, subject to a lawful extension. A request does not create a right to live viewing or unrestricted raw footage; access may be limited, redacted or refused as permitted by law to protect another person's privacy, security or a lawful investigation. Relevant footage will be preserved while a timely request is handled.

20 Identity verification and personal information

Identity assurance applies only to the Primary Booking Guest and must follow the method completed in the Booking Summary and Schedule C. The private guest link

establishes access to the signing session but does not independently verify government identity or control of an email account. Management must specify and complete any additional authentication required for contract formation in the Booking Summary. Where a disclosed external signing provider is used, its configured email or one time code authentication applies as stated in that summary. If Management gives advance notice that an original photo ID sight check is required, it may complete the check at arrival as a condition of access or earlier by secure live video solely to compare the legal name, likeness and adult age requirement. Management will not copy, scan, photograph or screenshot the document, and a social insurance number or health card must not be provided. A material mismatch or unjustified refusal may result in lawful cancellation or denial of access. If the sight check cannot be completed for a reason not caused by the Guest and no reasonable lawful alternative is available, the Host will refund the price paid for accommodation it does not supply.

Do not email, text or upload a raw identification image or selfie to Kelly's Chalet, and no such image will be included in the signed agreement or retained in its systems. Management records only the sight check result, legal name match, age requirement confirmation, document type and issuing jurisdiction, check date and verifier. Only if the completed Booking Summary clearly identifies a paid third party verification provider may that provider process an image under its separately disclosed privacy and deletion terms; Kelly's Chalet must configure the shortest available retention and must not receive an image bearing report.

The Host will use reasonable administrative, technical and physical safeguards, limit access by role, keep an access log for sensitive records, and require service providers to provide comparable protection. Information is not sold. It may be shared with booking, payment, signature, identity, security, insurance, professional or government recipients only for an identified purpose or where required or permitted by law. Schedule C gives retention periods, service provider and processing region information, privacy contact and access or correction procedure. Any paid identity provider, foreign processing and possibility of lawful foreign government access must be disclosed before collection.

21 Condition, damage and incident reporting

The Guest must use reasonable care, keep the Property reasonably clean and

promptly report water, smoke, fire, pest, animal, electrical, security, structural or other damage or risk. Be transparent about what happened. Management may take timestamped photographs of the Property's condition before and after a stay and of an incident, while reasonably minimizing capture of personal effects. The Guest is encouraged to take clear arrival and departure photographs and may submit them by booking ID. Do not conceal damage, discard a damaged Host item or authorise a repair without Management's consent except a minimal emergency action reasonably necessary to prevent immediate greater harm.

A manager may attend to assess, make the area safe, coordinate repair and explain next steps. The Guest must reasonably cooperate and must not obstruct an insurer, tradesperson or authority attending lawfully. Responsibility is based on evidence and causation, not merely on discovery after the stay. A proposed charge must follow section 6, state the item and reasonable actual cost, include available supporting evidence, allow questions and a seven day written dispute opportunity, and exclude ordinary wear, pre existing condition, arbitrary penalties and betterment.

22 Breach, termination and removal

The Host may give a warning and reasonable opportunity to correct a minor breach when safe. The Host may terminate the licence immediately and require all guests to leave for violence or threats, illegal activity, a dangerous fire or fireworks breach, disabling a safety device, deliberate camera tampering, a disruptive party, material excess occupancy, a dangerous uncontrolled animal, intentional or serious property damage, fraud, or another material breach creating immediate risk.

Any removal must be pursued by lawful means. To the extent permitted by law, the Guest is not entitled to a refund for accommodation lost because of the Guest's material breach, but the Host will not keep more than the loss and permitted charges actually arising from the breach. The Host may contact the booking platform, police, fire or other authority when reasonably necessary.

23 RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY

Read this section carefully. It affects the Primary Booking Guest's legal rights and requires that signer's separate initials. The chalet is a rural, seasonal property.

Inherent and obvious risks can include changing weather; snow and ice; uneven, wet or wooded ground; steps and decks; insects; bears, raccoons and other wildlife; firepit, BBQ and smoke; falling branches; darkness; nearby roads; and the acts of other guests. The Primary Booking Guest must assess conditions, supervise minors and animals, use suitable footwear and clothing, follow warnings, and avoid an activity beyond that person's ability. The Host remains responsible to provide the chalet substantially as described, reasonably clean and reasonably safe, with safety equipment required by law.

The Primary Booking Guest voluntarily assumes the inherent and obvious risks of lawful use of the Property and guest chosen activities. To the fullest extent permitted by law, that signer releases the Host, manager and their respective employees and contractors from the signer's own claim for personal injury, death or property loss arising from those specifically listed inherent risks, including ordinary negligence only in managing those listed risks. This release does not apply to a failure to provide or maintain code compliant premises or required alarms, extinguishers or exits; a failure to provide the fundamental accommodation service; gross negligence; wilful misconduct; fraudulent concealment; a known latent hazard not reasonably disclosed; or any statutory or other duty that cannot lawfully be excluded or limited. It applies only to the extent reasonable and fairly brought to the signer's attention. It does not release or waive a non signing person's independent rights or any right that cannot lawfully be waived.

The Primary Guest will indemnify the Host and manager against a third party claim, fine, cleanup or reasonable legal expense only to the extent caused by the breach, negligence or wilful misconduct of the Primary Guest, an occupant, visitor or animal under the Guest's control. This indemnity does not apply to the extent the loss was caused by the Host's or manager's negligence, breach, gross negligence or wilful misconduct. No adult signs away another adult's claim, and no adult purports to waive a minor's claim.

24 Personal property, insurance and mitigation

Vehicles, recreational equipment, food and personal property remain at the Guest's risk except to the extent loss is caused by the Host's breach or negligence. The Host does not promise that cameras, locks, electricity, internet or weather information will prevent loss. Guests should carry appropriate travel, medical, vehicle, property and

liability insurance.

Both parties must take reasonable steps to reduce an avoidable loss. Neither party may recover an amount that could reasonably have been avoided or recover twice for the same loss.

25 Electronic records and signatures

The parties consent to use electronic documents, notices, initials, checkboxes, signatures and counterparts. Before final submission, the signing process must display the complete booking terms, permit the Guest to correct material input errors, require an intentional act of acceptance, and provide a retainable copy. The final assent must state: 'By selecting Sign this agreement, I intend my typed name to be my electronic signature and agree to be bound by the identified agreement version.' A person may request a paper or accessible alternative before signing.

The booking summary identifies the electronic signing process. When the Kelly's Chalet guest portal is used, a unique private booking link gives the Primary Booking Guest access to the completed agreement. The signer must download and review that agreement, type their legal name, separately initial and acknowledge section 23, and intentionally accept the terms and electronic records. The system records the document version and SHA 256 checksum, consent wording and signature time. The private link establishes access to the signing session; it does not independently verify a government identity or control of an email account. Management must complete any additional authentication specified in the Booking Summary before accepting the booking. Host acceptance and verified payment are recorded separately. The completed agreement and execution record are available through the private guest page. Management must provide an accessible or paper alternative on request before signing. An identification document is not itself a signature. No raw identification image may be attached, linked or included. An external signing provider may be used only when its name, authentication and processing location are disclosed before signing.

26 Notices, complaints and disputes

Operational concerns during the stay must be sent to the manager using the contact in the Booking Summary. Formal notices may be sent to the email and mailing

addresses in the Booking Summary, subject to any law requiring another method. A cancellation notice may be expressed in ordinary words that clearly show an intention to cancel.

Before starting a court claim, the parties will try in good faith for ten business days to resolve a dispute by written information exchange. They may agree to mediation, but mediation is not mandatory and does not prevent urgent relief or a non waivable consumer remedy. Nothing in this agreement requires binding arbitration.

27 General terms

Manitoba law and applicable federal law govern. A proceeding may be brought in a court of competent jurisdiction in Manitoba, subject to any mandatory consumer venue or other non waivable rule. If a term is invalid or unenforceable, it is severed or limited only to the minimum extent necessary, and the remainder continues. A delay in enforcement is not a waiver.

This agreement is the entire agreement about the stay, except a non waivable law and a mandatory platform term. No oral statement changes it. An amendment must be recorded in writing and accepted by both parties. Rights concerning payment, damage, privacy, records, dispute resolution, release and indemnity survive checkout to the extent their purpose requires. Headings and the plain language guide assist reading and do not narrow the operative text.

Schedule A House and Safety Rules

These requirements are part of the agreement. Written property specific operating instructions supplied before check in may add practical detail but cannot add an undisclosed charge or materially reduce a signed right.

1. Keep all exits, driveways, access lanes and safety equipment clear.
2. No indoor smoking, vaping, open flame, candles or incense. Use the designated outdoor smoking area and ashtray, at least three metres from buildings and openings.
3. Quiet hours are 11:00 p.m. to 7:00 a.m.; nuisance noise is prohibited at all times, and music or amplified sound must never be audible 30 metres or more from its source.
4. No party, event, unregistered overnight guest, unapproved visitor or commercial activity.
5. Use the installed firepit only when lawful and safe. Keep the required grate or spark screen in place, keep the fire small, have a sober adult attend continuously with a hose or extinguisher ready, and extinguish it fully. Never move the pit or its border.
6. No fireworks, firecrackers, pyrotechnics, exploding targets or sky lanterns anywhere on the Property at any time.
7. Bag and seal garbage and food waste every day in the identified secure location. Remove all food, grease and pet food from outdoor areas. Never feed wildlife.
8. Park only in the driveway or marked area. Do not drive or park on grass, soil or vegetation.
9. No vehicle oil or fluid change, draining, major repair, contaminated wash water, chemical discharge, fuel storage or off road vehicle use.
10. Do not enter sheds, outbuildings, owner storage or locked areas, and do not use tools, axes, saws, ladders, garden equipment or machinery.
11. Do not tamper with exterior cameras, locks, alarms, smoke or carbon monoxide

alarms, extinguishers, utilities or network equipment.

12. Call management about thermostats and building systems. Never turn off essential winter heat, fridge, freezer, water protection, sump, security or alarm systems.

13. When leaving, turn off non essential lights, fans, TV and radio; close and lock doors and windows; and complete the posted checkout list.

14. Use identified storm rollers or screens only as safely instructed from ground level. Do not climb or perform hazardous storm work.

15. Report damage, a spill, safety concern, animal incident, neighbour complaint or service failure immediately and cooperate with reasonable next steps.

Property specific instructions to complete before use

Property setup details

Emergency and management phone

Maximum vehicles and parking map

Garbage and food waste location

Thermostat permitted range

Fire extinguisher, alarms and exits

Hose or water source for firepit

Firepit compliance verification

3 m clearance from structures, combustibles, fences, trees, hydro poles and property lines; base and grate/screen verified. Check date:

Transparent storm rollers or screens

Identify location and attach safe illustrated directions

Starter firewood bundle and extra price

Known property specific hazards

Land use, business licence and insurance

Written confirmations / references:

Schedule B Dog and Service Animal Terms

Up to two approved dogs may stay. A service animal that must be accommodated by law is not a pet, and reasonable accommodation may change a pet rule where required.

1. Provide each approved dog's name, description and a current identification photo before arrival if reasonably requested. The photo is for recovery and identification, not public use.
2. Keep dogs licensed and vaccinated as required by law and free of a known unmanaged aggression risk. Tell management before arrival about a behaviour or accommodation issue relevant to safe arrangements.
3. Use a physical leash and direct supervision outdoors unless the dog is in a specifically approved secure enclosure. A GPS or electronic collar is supplemental only and, if used, must be set at least five metres inside the Property boundary.
4. Do not allow a dog to roam, enter neighbouring property, approach a restaurant or public place off leash, chase wildlife, harass a person or animal, or create persistent barking or another nuisance.
5. Never leave a dog unattended where it could damage property, escape, overheat, disturb neighbours or create risk. Do not tether a dog to a tree, railing, furniture or utility.
6. Keep dogs off beds, sofas and all other furniture. Management may charge only reasonable documented extraordinary cleaning or damage, not an automatic penalty.
7. Place food and water dishes on a waterproof mat. Wipe spills immediately. Water damage to wood flooring caused by failure to use reasonable care is chargeable as documented damage.
8. Bag dog waste promptly, double bag it, and remove it from the yard every day to the identified receptacle. Do not put waste in a firepit or leave bags outside where wildlife can reach it.
9. Prevent scratching or damage to screen doors, windows, walls, floors and

furnishings. Report any damage promptly.

10. The person controlling the dog is responsible for injury, nuisance and actual property loss caused by that dog to the extent provided by law. A dangerous or materially disruptive dog may be required to leave even if the human guests remain.

11. A service animal is not subject to a pet fee. Control, sanitation and actual damage duties still apply to the extent consistent with the required accommodation. Contact management privately to arrange a reasonable alternative to a rule that conflicts with disability related needs.

Dog registration

Dog registration details

Dog 1

Name: Breed/description: Licence:

Dog 1 name

Dog 1 description

Dog 1 licence

Dog 2

Name: Breed/description: Licence:

Dog 2 name

Dog 2 description

Dog 2 licence

Emergency contact

Name and mobile:

Service animal accommodation

Handled privately, where applicable:

Veterinarian or emergency clinic

Name and phone:

Dog photo or identification reference

Physical leash or containment plan

Responsible adult acknowledgement

Initials: Date:

Dogs responsible initials

Dogs responsible date

Schedule C Privacy Camera Identity and Signature Notice

Complete this notice before accepting a booking. It explains what is collected, why, who may receive it, how long it is kept and how a guest can ask questions or exercise lawful access and correction rights.

Privacy contact

Name: Email: Phone:

Privacy contact name

Privacy contact email

Privacy contact phone

Camera 1

Location and exact field of view:

Camera 2

Location and exact field of view:

Camera 3 or additional device

Location and exact field of view:

Camera features

Exterior video only; continuous or motion recording only as disclosed; no audio, facial recognition, biometric identification or person tracking; no continuous human watching

Camera signage

Locations before each recording zone:

Camera minimization

Record no more neighbouring property or roadway than reasonably needed. Privacy masks / limits:

Normal camera retention

14 days, then automatic deletion

Incident camera retention

Until documented claim, dispute, legal hold or investigation is completed

Signature record retention

Signed agreement, execution record and checksum: 7 years after checkout or final claim resolution, subject to legal hold

Identity assurance record

Authentication or sight check pass/fail; legal name match; age requirement; document type and issuing jurisdiction; check date and verifier; no document number or image: 2 years after checkout or final claim resolution

Identity assurance method

The private guest link establishes access to the signing session. It does not independently verify government identity or control of an email account. Management may sight check original identification at arrival or by secure live video. Additional authentication or paid identity provider, if required and separately disclosed:

Raw ID image or selfie

Never emailed, texted, uploaded to or retained by Kelly's Chalet. If a disclosed paid provider is selected, Kelly's Chalet receives no image bearing report and the shortest available provider retention is required.

Signing service and processing region

Kelly's Chalet guest portal uses Sites and Cloudflare and may process data outside Canada. Record any additional signing or identity provider and processing region:

Authorized access roles

Vehicle, dog and ordinary condition images

Delete 30 days after checkout; incident evidence may be retained until the documented claim, dispute, investigation or legal hold is finally resolved

Security event logs

PII minimized access and delivery logs: 12 months, subject to legal hold

Access and correction process

Send a written request to the Privacy Contact; identity may be verified; response normally within 30 days subject to a lawful extension; other people may be redacted

Complaint process

First contact the Privacy Contact; external rights remain available

Electronic acceptance notice

The completed agreement must be available for review, correction and download before intentional acceptance. The signing process preserves the signer's acknowledgement, the exact document checksum and an execution record. A private copy remains available through the booking link. Identity assurance is separate from signing. Do not send or upload a raw identification image. Any operational signing emails must be separate from optional marketing consent.

Schedule D Arrival Departure and Condition Record

Use this record to prevent misunderstandings. Management may record the chalet's condition before and after the stay; the Guest may take and submit clear arrival and departure photographs by booking ID. Ordinary condition photographs are normally deleted 30 days after checkout; incident evidence may be kept through final resolution or a legal hold. A blank or unreported item is not an automatic admission of liability.

Condition item and arrival/departure notes

Exterior, drive and vegetation

Arrival: Departure:

Condition exterior arrival

Condition exterior departure

Doors, locks, windows and screens

Arrival: Departure:

Condition doors arrival

Condition doors departure

Walls, floors, ceilings and furniture

Arrival: Departure:

Condition walls arrival

Condition walls departure

Beds, linens and upholstery

Arrival: Departure:

Condition beds arrival

Condition beds departure

Kitchen, appliances and BBQ

Arrival: Departure:

Condition kitchen arrival

Condition kitchen departure

Bathroom and water systems

Arrival: Departure:

Condition bathroom arrival

Condition bathroom departure

Firepit, hose and firewood

Arrival: Departure:

Condition firepit arrival

Condition firepit departure

Alarms, extinguisher and safety items

Arrival: Departure:

Condition safety arrival

Condition safety departure

Pet related condition

Arrival: Departure:

Condition pet arrival

Condition pet departure

Keys, remotes and listed inventory

Arrival: Departure:

Condition inventory arrival

Condition inventory departure

Photo or incident references

Checkout confirmation

- ☐ All people, dogs, vehicles and belongings have left by 9:00 a.m. unless a later time was approved in writing.
- ☐ Garbage and food waste are sealed in the designated secure location; no food or grease remains outdoors.
- ☐ Fire and smoking material are fully cold and extinguished; the firepit border is unchanged.
- ☐ Lights, fans, TV and radio are off; essential heat, fridge, freezer, water protection, sump, alarm and security systems remain on.
- ☐ Doors and windows are closed and locked; keys and remotes are returned as instructed.

- ☐ Any damage, spill, missing item, neighbour issue or safety concern has been reported to management.

Acceptance and Signatures

By signing, the Primary Booking Guest confirms that the completed Booking Summary and entire agreement were available before acceptance; material entries could be reviewed and corrected; the signer intends to be legally bound; the registered occupant information is accurate; and the signer received or will receive a completed copy. The signer had the opportunity to ask questions and obtain independent legal advice and does not rely on a promise not written in the agreement.

Primary Guest acknowledgements

Price and cancellation

Initials:

Approved occupancy, registered occupant roster, visitors, quiet and checkout

Initials:

Smoking, fire, fireworks and environmental rules

Initials:

Dogs, damage and post stay charge authorisation

Initials:

Exterior cameras, privacy and identity assurance

Initials:

Section 23 assumption of risk, release and indemnity

Initials:

Primary Guest

Primary Guest signature

Date and time Central / UTC

Signing guest signature

Signing guest date time

Printed legal name

Email and mobile

Signing guest printed name

Signing guest contact

Electronic signing transaction ID
Document hash or execution record ID

Signing transaction id

Signing document hash

Host acceptance

Host or authorised signatory
Date and time Central / UTC

Signing host signature

Signing host date time

Printed name and authority
Agreement and booking ID

Signing host printed name authority

Signing host booking id

Schedule E Registered Occupant List and Primary Guest Responsibility

List every overnight occupant before access is issued. Identify only whether each is an adult or minor; record an exact age only when reasonably necessary for safety, lawful capacity or an accommodation. For an approved total above six, attach a continuation page and have the Primary Booking Guest initial it.

The Primary Booking Guest confirms that this roster is complete and accurate, that every occupant and visitor will receive the applicable House Rules, safety information, privacy notice and exterior camera notice before entering, and that any change requires advance written approval. Listing a person does not make that person a contracting party, authorise the Primary Booking Guest to sign for that person, or waive that person's independent legal rights.

Agreement and booking ID

Stay dates

Occupant 1

Legal name: Adult Minor Age only if reasonably needed:

Occupant 1 name

Occupant 1 age if needed

☐ Adult

☐ Minor

Occupant 2

Legal name: Adult Minor Age only if reasonably needed:

Occupant 2 name

Occupant 2 age if needed

☐ Adult

☐ Minor

Occupant 3

Legal name: Adult Minor Age only if reasonably needed:

Occupant 3 name

Occupant 3 age if needed

☐ Adult

☐ Minor

Occupant 4

Legal name: Adult Minor Age only if reasonably needed:

Occupant 4 name

Occupant 4 age if needed

☐ Adult

☐ Minor

Occupant 5

Legal name: Adult Minor Age only if reasonably needed:

Occupant 5 name

Occupant 5 age if needed

☐ Adult☐ Minor

Occupant 6

Legal name: Adult Minor Age only if reasonably needed:

Occupant 6 name

Occupant 6 age if needed

☐ Adult☐ Minor

Preserve this completed roster with the signed agreement and execution record.
Provide the private copy to the Primary Booking Guest and authorised management.
Do not attach, link or include a raw identification image.