



ELEMENTS LUXURY TENTED CAMPS INC.

BOOKING AGREEMENT

THIS AGREEMENT is made as of the ___ day of _____, ____.
BETWEEN:

Full Name	
	(hereinafter called the "Guest")
Address	
Birthdate dd/mm/yy	
Phone Number:	

AND:

ELEMENTS LUXURY TENTED CAMPS INC.
(hereinafter referred to as "Elements")

WHEREAS:

- A. Elements is a corporation incorporated under the laws of Ontario;
- B. Elements operates a luxury tented camp, a recreation located in the City of Renfrew;
- C. The Guest and Elements are desirous of entering into an agreement pursuant to which Elements shall, provide accommodation and/or other services, subject to the terms and conditions herein set forth;

NOW THEREFORE in consideration of the premises and the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Guest and Elements covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 In this Agreement, the term “Services” shall hereinafter refer to services described in Schedule A.
- 1.2 In this Agreement, the “Parties” shall hereinafter refer to Elements and the Guest.
- 1.3 In this Agreement, the term “Premises” includes all land on which Elements operates as shown on Schedule C.
- 1.4 In this Agreement, the term “Facilities” includes all physical installations, buildings, and equipment present on the Premises.
- 1.5 In this Agreement, the “Rental Fee” shall hereinafter refer to the fees for the rental of the camp site as described in Schedule A.
- 1.6 In this Agreement, the “Service Fee” shall hereinafter refer to the fee for the Services described in Schedule A.
- 1.7 In this Agreement, the “Fee” shall hereinafter refer to the total of the Rental Fee, Service Fee and applicable taxes.
- 1.8 In this Agreement, the “Final Fee” shall hereinafter refer to the total of the Fee and any non-complementary and any other charges as described in the final bill.

ARTICLE 2 - SERVICES

- 2.1 By signing this Agreement, Elements agrees to provide the Guest and individuals listed in Schedule B with the Services listed in Schedule A.

ARTICLE 3 - FEES

- 3.1 In consideration for the provided Services, the Guest agrees to pay the Fee and any other extra cost incurred while staying at the Premises..

ARTICLE 4 - PAYMENT AND BILLING

- 4.1 **Deposit.** A deposit equal to 30% of the Fees is due upon signing of this Agreement (hereinafter called the “Deposit”). The Deposit will be credited on the Final Fee paid at the end of the Guest’s stay as per article 4.4 unless otherwise mentioned in this Agreement.
- 4.2 **Final Fee.** Final Fees will be charged based on actual number of nights, Facilities used, non-complementary activities booked, equipment rental, food and beverages consumed, special requests charges, miscellaneous charges and any other charges as described in the final bill.

4.3 **Final Fee Payment.** Final Fees will be billed based on Schedule A and any extra cost incurred while at Elements and is due at the end of the Guest's stay.

4.4 **Payment Method.** Payment of the Final Fee shall be paid by the method indicated in Schedule A

ARTICLE 5 - TAXES

5.1 The Harmonized Goods and Services Tax applicable in Ontario applies to goods and services sold by Elements.

ARTICLE 6 - FORCE MAJEURE

6.1 The execution of this Agreement by either Elements or the Guest is subject to any circumstances making it illegal or impossible to provide the Services, including but not limited to the following circumstances: acts of god, war, government restrictions, judicial orders, construction activities, labour disputes including but not limited to boycotts, acts of terrorism, disaster, strikes, fire or other casualty, loss of utility, civil disorders, curtailment of transportation facilities or emergencies or causes beyond its reasonable control which would make it illegal or impossible to provide the Services, partially or wholly.

6.2 The circumstances provided above shall be referred to hereinafter as the "Circumstances".

6.3 The non-performing party shall be excused from any further performance of its obligations for the duration of such Circumstances provided that such termination is due to the Circumstances occurring in or around the Elements Premises and Facilities.

6.4 Notwithstanding the foregoing, in the event that the Services as per the Agreement cannot be provided for any of the Circumstances, any and all payment made under this Agreement shall be returned forthwith.

ARTICLE 7 - CHANGES, CANCELLATION AND AGREEMENT TERMINATION

7.1 Changes or cancellation of Services requested in accordance with this Agreement are permitted up to 30 days prior to the Guests arrival date on the Premises.

7.2 Whereby the Guest cancels his reservation less than 30 days prior to the Guests arrival date on the Premises, the Deposit will be non-refundable..

7.2 Changes made less than 90 days prior to the Guests arrival on the Premises may result in an extra charge described in Schedule A.

7.3 Elements may terminate this Agreement if, for a reason it deems reasonable in its sole and absolute discretion, it cannot provide the Services. Should Elements terminate this Agreement for a reason other than the breach of the Agreement by the Guest, Elements shall reimburse the Guest for non-incurred fees paid by the Guest and reimburse the Deposit.

7.4 A Guest and/or individuals who are listed in Schedule B whom do not abide by this Agreement may be expelled from Premises at the sole discretion of Elements, its employees, agents or representatives. If a Guest and/or individuals who are listed in Schedule B is/are expelled, the Guest is liable to pay for the total Final Fees including fees for all Services which the Guest has booked in advance in accordance with this Agreement.

ARTICLE 8 - PRIVACY STATEMENT

8.1 Elements has a privacy policy pertaining to the protection of personal information and an access procedure. This privacy policy governs personal information collected by Elements. This policy is available at the Elements reception desk and on the following web link: www.outdoorhotel.ca/privacy.

8.2 By signing this agreement, the Guest acknowledges having reviewed the said policy and having agreed to its terms.

ARTICLE 9 - ACCEPTANCE

9.1 In signing this Agreement in hard copy, or by checking the acceptance box on the web booking form, the Guest understands and accepts all Elements procedures and policies as outlined in this Agreement as well as the Rules of Conduct available at www.outdoorhotel.ca/rulesofconduct, the Liability Waiver available at www.outdoorhotel.ca/liability.

9.2 Both the Liability Waiver and the Rules of Conduct are available at Elements at reception and may change from time to time at the discretion of Elements.

ARTICLE 10 - ACCOMMODATION TERMS AND CONDITIONS

10.1 For the purpose of Article 10, "Guest" and "Guests" shall include Guests as defined earlier in this Agreement but also but also any individual listed in Schedule B.

10.2 The Guest shall adhere and follow Elements Rules of Conduct available at www.outdoorhotel.ca/rulesofconduct and at the Elements reception desk.

10.3 **Applicable laws.** Guests shall abide to applicable federal, provincial or municipal law, rule, order or regulation.

10.4 **Safety equipment.** Safety equipment such as but not limited to smoke detectors, fire extinguishers, life vests shall not be tampered with other than with consent of Elements staff, representative or owner.

10.5 **Abusive behaviour.** Profanity, abusive behaviour whether physical, verbal or otherwise and violence are all prohibited.

10.6 **Alcohol.** It is illegal and against Elements policy for minors (under the age of 19) to possess, procure or consume alcohol on the Premises.

10.7 It is illegal and against Elements policy for any person to consume alcoholic beverages in an area that is not designated by Elements for such activity.

10.8 **Drugs.** It is prohibited for a Guest to possess drug paraphernalia on the Premises. The use, trafficking and possession of illegal drugs is prohibited on the Premises.

10.9 **Firearms and Weapons.** Possession and use of firecrackers, knives, firearms, lethal weapons or any object considered dangerous or perceived to be dangerous to the well-being of individuals on the Premises are not allowed on the Premises.

10.10 **Fires.** Fires may only be made in designated areas unless otherwise stated by Elements staff, representatives or owner. Only firewood provided by Elements for the purpose of making recreational fires shall be used by the Guest in designated fire areas unless otherwise stated by Elements staff, representatives or owner.

10.11 **Insurance and Personal Property Liability.** Elements assumes no liability for Guest's personal articles and personal injury. Personal property and personal injury liability is governed by the Release of Liability Agreement, Waiver of Claims, Assumption of Risks and Indemnity Agreement which must read, agreed to, signed by every Guest or their legal guardian and given to Elements either by mail before arrival, by fax before arrival, by email before arrival or upon arrival at the reception desk.

10.12 The personal property and personal injury liability is governed by the Release of Liability Agreement, Waiver of Claims, Assumption of Risks and Indemnity Agreement is available on the following website: www.outdoorhotel.ca/liability.

10.13 Guests are advised to obtain their own insurance coverage for personal injury and property damage and loss or theft.

10.14 **Liquor licence.** A liquor licence is needed to sell and serve alcohol in the Province of Ontario. For the purposes of this Agreement, alcohol shall be served by employees or subcontractors hired by Elements unless otherwise stated in Schedule A.

10.15 **Noise Level.** Guests visit Elements to enjoy nature in a relaxing setting. Excessive noise levels such as but not limited to disturbances, talking, music and TV will not be tolerated after 11 pm unless otherwise indicated by Elements.

10.16 **Right of Entry.** Elements reserves the right to enter all Facilities and Premises including accommodation units for any reason deemed by Elements as reasonable.

10.17 **Smoking.** Smoking in interior Facilities, including but not limited to the main lodge, the luxury tents and the yoga studio is prohibited.

10.18 Smoking on the Premises is prohibited unless clearly permitted by signage available on site.

10.19 Smoking within Elements closed buildings and tents will result in a \$250.00 charge for room-cleaning services.

10.20 **Trails.** Guests shall stay on designated trails and campground areas at all times.

10.21 **Visitors.** For security purposes, all visitors must be signed in at the Elements reception desk each and every time the visitor enters the Premises. Elements reserves the right to restrict or change the visitor's policies at their discretion.

ARTICLE 11 - GENERAL

11.1 **Non-assignability.** The rights and obligations created by this Agreement shall not be transferable except to the extent specifically provided for in for this Agreement.

11.2 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors, administrators, representatives and assigns.

11.3 **Waiver.** No waiver by any party of any breach of the obligations of any other party hereunder shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to any subsequent breach.

11.4 **Severability.** The invalidity of one of the provisions of this Agreement shall not invalidate or otherwise affect any of the other provisions of this Agreement, which shall remain of full force and effect.

11.5 **Amendments.** This Agreement and Schedules hereto may be amended solely by consent of all of the Parties, at the request of either party. No such amendment shall be effective and binding unless it is in writing and signed by all of the Parties.

11.7 **Headings.** The headings of the sections of this Agreement are for reference purposes only and do not bear on the interpretation of the sections to which they relate.

11.8 **Jurisdiction.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties agree to submit to the jurisdiction of the Courts of Ontario.

11.9 **Entire Agreement.** This document sets forth the entire agreement and understanding between the Parties relating to the subject matter contained herein and merges and supersedes all prior discussions and agreements between them as to said subject matter.

11.10 **Gender.** Unless the context otherwise requires, words importing gender include all genders.

**SCHEDULE A
THE SERVICES**

Number of Camp Sites	8 Tented Sites + 6 Tiny Homes
Number of Nights	1 night
Extra Fees	
Rental Fee:	

LIST OF SERVICES

Services	Price
60 Chairs + 3 Tables	Included
1 Supervising Ranger at all times	Included
4 Cushions (bean bag chairs) + 20 blow up cushions	Included
Ice	Included

**SCHEDULE B
GUESTS**

The following are the Guests booked under this Agreement which have not been listed on page 1 of this Agreement.

Guest Name	Date Of Birth (MM/DD/YY)	Health/Mobility Concerns	Overnight Accommodation Site
			Ravine
			Ravine
			Ravine
			Ravine
			Ravine
			Ravine
			Ravine
			Two Paths
			Two Paths
			Rock Ridge
			Rock Ridge
			Cascade
			Cascade
			Cascade
			Cascade
			Big Rock
			Bick Rock
			Champlain's Mark
			Champlain's Mark
			Horton's Hideaway
			Horton's Hideaway
			Nature's Reflection
			Nature's Reflection
			Create
			Inspire
			Sugar Shack
			Sugar Shack
			Juniper Lodge

			Juniper Lodge
			Petit Chateau
			Petit Chateau
			Fox Den
			Fox Den

SCHEDULE C
Itinerary

Day	Time	Activity	Location

The GUESTS desire to hold a special event or wedding on _____ (date) at ELEMENTS Luxury Tented Camp, located at 793 Storyland Rd.

Both parties agree to the following:

1. VENUE RENTAL FEE(S)

- The CLIENTS agree to pay a nonrefundable SECURITY DEPOSIT of 30% of total fees. This payment is for the use of the venue for the specified date of event / wedding and is payable at the time of contract signature. If for any reason, ELEMENTS is unable to fulfill its contractual obligation under this contract, the entire deposit will be returned with no further penalties or liabilities. In the event of a cancellation by the CLIENT of this special event / wedding, this deposit will be nonrefundable. _____(Initial)
- A refundable DAMAGE DEPOSIT of \$1000.00 (to be paid by separate check or money order, returnable to the CLIENT(S) up to one (1) weeks after the event has been held once property has been inspected for any potential damage from special event or wedding). _____(Initial)

2. DATE CHANGES: In the event the CLIENT(S) change the date of the event or Wedding, every effort will be made by ELEMENTS to transfer reservations to accommodate the new date. The CLIENT(S) agree that in the event of a date change, ELEMENTS cannot guarantee availability, and any expenses including but not limited to deposits and fees that are nonrefundable and nontransferable are the sole responsibility of the CLIENTS. _____(Initial)

3. CLIENT(S). CANCELLATIONS: In the event of a cancellation, SECURITY DEPOSIT IS NONREFUNDABLE. _____(Initial)

4. ACCOMMODATIONS: The CLIENT(S) agrees to have access to 8 Tented Sites, and 6 Tiny Homes, with a capacity of 32 people. The CLIENTS assume all costs related to covering accommodations for any additional person(s). _____(Initial)

5. ALCOHOL: The CLIENTS assume all responsibility for guests that are under the consumption of alcohol. A *Special Occasions Permit* must be purchased by the CLIENTS to serve alcohol during the event. Proof of this permit must be submitted to ELEMENTS 48 hours before the scheduled event/Wedding. _____(Initial)

6. INSURANCE: Any private service provider brought on the premise by the CLIENTS must hold valid insurance. Service providers include, but are not limited to: caterers, entertainers, DJs, wedding planners, decorators, etc. Proof of insurance must be provided to ELEMENTS 1 week before scheduled event/wedding. In the event that any service provider does not have insurance, the CLIENTS agree to purchase a special events insurance package, and assume all costs related to the purchase of this package. _____(Initial)

7. FEES: The CLIENTS agree to pay all fees outlined on Schedule A of the BOOKING AGREEMENT under "The Services" ____ (Initial)

8. **GUESTS:** The CLIENTS agree to provide ELEMENTS with a full list of all the guest's names and the location of their accommodation on the ELEMENTS site. This list must be provided 1 week before scheduled event/wedding. _____(Initial)

IN WITNESS WHEREOF Elements has signed this Agreement this ___ day of _____, _____.

ELEMENTS LUXURY TENTED CAMPS INC.

Per: _____
Nicole Laframboise, President

Per: _____

INSERT GUEST NAME

