



Private Rental Accommodation Agreement 2011/12

Between:
Mt. Washington Ski Resort Ltd.
1 Strathcona Parkway
Mount Washington, BC V9J 1L0

And:

This document serves as a legal and binding contract between Mt. Washington Ski Resort Ltd. (hereafter referred to as "Mount Washington") and _____ (hereafter referred to as "the private renter") for 2011-2012 season.

Mount Washington agrees to enter into this contract for the purpose of listing the private renter's accommodation on line for customers to book directly with that property.
Mount Washington is not affiliated with the private rental accommodation properties.

TERMS & CONDITIONS

Section 1 – Marketing

- a) Mount Washington shall provide a generic resort web site (www.mountwashington.ca) with an Accommodation listing.
- b) Mount Washington shall operate a professional year-round central reservation and resort information department with a North America toll free telephone number (1.888.231.1499).
- c) Mount Washington shall promote the resort through special events, marketing partnerships, industry shows, and group sales.
- d) Mount Washington will not allow any business that conflicts with Mount Washington Corporate sponsors – Chek News, Pepsi, Kokanee, and Thrifty Foods.

Section 2 – Payment

- i. All online listings must be pre-paid for the year and are subject to HST. (See current listing fee schedule)
- ii. Each listing is for one property only. The link to rental property website must link to that property only.
- iii. Fee is non-refundable.

Section 3 – Suspension & Termination of Contract

- a) Either party may terminate this contract by giving the other party a minimum of 30 days notice in writing.
- b) Mount Washington reserves the right to terminate this agreement at its sole discretion for reasons including but not limited to:
 - i. Service does not meet a minimum standard acceptable to Mount Washington or the resort client
 - ii. If during the contract period, there are two complaints about the performance of the private renter, and Mount Washington has determined that in each case the client had a valid point, then the private renter's services will not be listed on the website until the following condition is met:
 - 1) The operator recognized the complaints, has taken the appropriate actions to remedy the cause of the complaints and has explained to Mount Washington, in writing, the remedy and the action that has been taken to ensure that the reasons for the complaints no longer exist.

Upon receipt of a third complaint, written notification will be sent to the private renter upon receipt of serious complaints.

AGREEMENT

The "Private renter" hereby agrees to the above terms of this contract.

Signed this _____ day of _____, 2011 by:

"Private renter" Signature

Print Name

Mt. Washington Ski Resort Ltd. hereby agrees to the above terms of this contract.

Signed this _____ day of _____, 2011 by:

Mt. Washington Ski Resort Ltd. Signature