

RENTAL AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 202__.

BETWEEN: Garson Hoffman (the "Owner")

Richmond Hill, Ontario, Canada

- and -

_____ (the "Renter")

of (full address please) _____

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained, to be paid, observed and performed, the Owner hereby agrees to rent a cottage located at 200 - 32 Pinedale Lane, Gravenhurst, Ontario in the Township of Muskoka (the "Cottage") to the Renter for the period and price specified in paragraphs 2.1 and 2.2 herein.

1. GENERAL CONDITIONS OF RENTAL

1.1 Renter shall abide by this agreement and the attached Rules and Regulations (Schedule "A"). All conditions, provisions and instructions apply to all guests/visitors to the Cottage. Schedule "A" is an extension of the terms and conditions of renting the Cottage and the Renter shall by entering this contract, agree to abide by the rules contained therein.

1.2 The Renter agrees that the Cottage is to be used solely for recreational purposes and no illegal nor commercial or other activities shall be carried on.

2. RENTAL PERIOD AND FEES

2.1 The Renter will rent the Cottage from the ___ day of _____, 202_ to the ___ day of _____, 202_.

2.2 The total rental cost for the period will be \$_____ plus \$125 for final cleaning fee plus applicable sales taxes. (Note: Applicable Taxes HST applies at 13 %.) The Renter agrees to provide a non-refundable deposit of 25% with a signed copy of this agreement along with a cheque for the balance postdated for two weeks prior to commencement of the rental period.

GST/HST#84702 9253 RT0001

3. DAMAGE AND SECURITY DEPOSIT

3.1 The Renter is responsible for damage to the Cottage (inside and outside), including recreational equipment.

3.2 The Renter is responsible for incidental charges incurred during the Rental Period, including additional services and items consumed.

3.3 The Renter will provide a security deposit of \$500 (Canadian) or will provide a credit card number to be charged in case of damage and incidental charges. The Renter's liability is not limited to the security deposit, but shall be equal to the actual cost of repairing any damages, however caused by himself/herself or any other occupants, guests, visitors or family members at the Cottage.

I authorize the Owner to charge the following credit card number in the case of damage to the Cottage:

Visa / Mastercard Card #: _____ Expiring ___/___

4. CANCELLATION POLICY

4.1 The Renter is obligated to pay the full amount specified in paragraph 2.2 above. However, in the event that The Renter needs to cancel the booking then The Owner shall make reasonable best efforts to market the rented period. If The Owner secures a new Renter for the specific rental period then The Renter shall be relieved of his/her obligation and The Owner shall refund the initial deposit minus any expenses incurred by The Owner for re-marketing the rental period.

5. PERSONS USING THE COTTAGE

5.1 The Renter is not permitted to sublet the Cottage.

5.2 The number of persons present overnight (including guests) must never exceed the number indicated by the Renter in the attached Cottage Occupant List (Schedule "B"), without the prior written permission of the Owner. Only those people listed by the Renter on the Cottage Occupant List are authorized to be at the Cottage during the rental period.

5.3 Failure to comply with Section 5.2 can result in immediate eviction without refund and/or additional charges.

6. OTHER CONDITIONS

6.1 The Owner shall be allowed access to the Cottage at any time during the rental period.

6.2 The Renter must notify the Owner immediately if there is a reasonable cause for complaint or if any damage has occurred to the Cottage or contents belonging to the Cottage.

6.3 The Renter agrees that he/she will not remove any fixtures, goods or chattels from the Cottage and will be responsible to prevent others on the Cottage Occupant List from doing same.

6.4 The Renter agrees that the Owner shall not be held accountable for 'Acts of God / Nature'. The Owner shall make best reasonable efforts to correct any situations that arise from such 'Acts of God / Nature'.

The parties hereto have signed this Agreement on the date first written above.

OWNER

RENTER

SCHEDULE "A"

RULES AND REGULATIONS

We would like to take this opportunity to thank you for your interest in renting our cottage and extend our best wishes for an enjoyable vacation. In order to make your stay more pleasant, we ask that you kindly read and follow these instructions.

Check-in time is 4:00 pm on the date agreed in our Rental Contract

Only registered guests are permitted to stay at the cottage during your vacation period

Renters should bring their own pillows and towels. The cottage has 2 queen size beds, 3 Twin Beds, 2 Double Beds and 1 King Bed.

All household garbage pick-up is on Fridays. Please separate plastics, cans, cardboard and glass for recycling (use recycle bin). Recycling pick-up is every 2nd Friday.

Please do **not** drink the tap water without bringing to a full boil first.

Like most cottages, this Cottage operates on a septic system. Its misuse or over use could lead to major damage and expense. Please minimize frequent flushing and excessive use of water. *Renter is liable for damage from misuse.*

Do not put anything down the toilet other than natural waste and (reasonable amount of) toilet paper. No paper towels, Kleenex, tampons, feminine napkins, matches, hair, grease, etc. should be discarded down the toilet or the sink.

Please refrain from using glass containers on the decks and open pit fireplace as children and adults often go bare foot in these areas. Also, please no bottle caps or cigarette butts in the lake or on the property.

If you make a campfire, please keep a bucket of water nearby, and be sure to douse glowing embers with water before you retire for the night. Important to make sure there aren't any Fire Bans in effect prior to starting a campfire. As well, Daytime campfires are prohibited by law.

Gull Lake is an exclusive area in Muskoka. It is extremely tranquil, peaceful, clean and quiet. Please help us keep it that way! Your due consideration of the neighbours and the community will be greatly appreciated – please refrain from loud noise or parties outdoors after 11:00 pm.

Do not dive off the dock as the lake is very shallow and serious injury could result.

You are welcome to use all of our water sport equipment, including the 2 kayaks and canoe. **Use of all water sport equipment is at your own risk.** Life jackets must be worn at all times when using any of the water sport equipment.

NO SMOKING IN THE COTTAGE (also prohibited in the Screen Porch)

You are welcome to use the dishwasher in the kitchen and the washer and dryer located in the laundry room. Please only use these appliances with **full loads** to conserve water and hydro. Please ensure all appliances used are emptied and cleaned before your departure.

In the event that a breaker trips, the electrical panel is located in the kitchen. All areas of the Cottage are clearly marked on the circuit breaker panel. Please reset only the breaker affected.

Please leave the Cottage (inside and out) in the same condition as you received it, thoroughly clean and tidy (cleaning supplies will be available).

Any damage that occurs to the cottage or anything on the property must be reported prior to departure, so that we may assess and mutually agree to the cost of repairs or replacement value.

At the end of your stay, please take back all left over food brought with you.

Please return all keys to the specified location, place or person upon completion of the rental period.

CHECK OUT TIME IS 11 am.

In the event of an emergency, we can be reached at one of the following numbers

Cell : (647) 808-9364

Emergency Contacts: Police, Ambulance or Fire call 911

SCHEDULE "B"

COTTAGE OCCUPANT LIST

The following is a complete list of all people who will be occupying the Cottage, including Renter(s), overnight guests and day visitors:

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

NAME: _____

ADDRESS: _____

PHONE: (____) _____

Schedule 'C' to By-law No. 2022-58

Renter's Code of Conduct

Purpose of this Code of Conduct

1. Maximizes the enjoyment of all properties in the Town of Gravenhurst.
2. Ensures the safe operation of a Short-term Rental Premises.
3. Acknowledges that the Town of Gravenhurst residents have the right to enjoy their properties without nuisance.
4. Establishes acceptable standards of behaviour for Short-Term Rental Renter(s).
5. Defines requirements for Renter accountabilities for a Short-Term Rental Premises

Owners Acknowledgement of Short-term Rental Use

1. The owner acknowledges that a valid Short-Term Rental Accommodation License shall be posted in a conspicuous place.
2. The owner acknowledges that the following information is to be provided on the Premises:
 - a) the Short-Term Rental Accommodation Premises Owner & Address;
 - b) an emergency contact number for the Owner/ Responsible Person;
 - c) the Site Plan and Floor Plan(s);
 - d) a signed copy of the Town of Gravenhurst Short Term Rental Code of Conduct (signed by both the Short-Term Rental Owner and the Short-Term Rental Renter;
 - e) the type Of Access for the Short-Term Rental Premises: (Please Check One)
 - o Year-Round Maintained Public Road
 - o Seasonally Maintained Road
 - o Private Road/ Right-Of-Way
 - o Water Access
3. Where the access identified under subsection 2 (e) above is not a year-round maintained road, the owner is to ensure the following EMERGENCY SERVICES STATEMENT is posted:

"DUE TO THIS SHORT-TERM RENTAL ACCOMMODATION NOT BEING ACCESSIBLE BY A YEAR-ROUND MAINTAINED PUBLIC ROAD, EMERGENCY RESPONSE TIMES TO THESE PREMISES MAY BE DELAYED."

Renters Acknowledgement of Short-Term Rental Use

1. The Renter acknowledges that their actions, if in contravention of any municipal by-law, may result in a complaint against the Owner of the Premises and may cause the Owners' Short-Term Rental Accommodation License to be suspended, revoked, and/or not renewed.

2. The Renter acknowledges that continued non-compliance with any by-law may result in enforcement measures being taken against themselves and/or the Owner.

Consider some examples below:

- o Noise contrary to by-law
- o Allowing dog(s) off leash, on private or public property contrary to by-law
- o Parking on the road or Premises contrary to by-law
- o Leaving garbage on Premises that creates nuisance or odour
- o Outdoor burning contrary to by-law

I, _____, acknowledge having read and understood the above,
Print First and Last Name
and;

Also acknowledge that I am renting this Premises from a valid Short-Term Rental License holder in the Town of Gravenhurst, and I will conduct myself as well as ensuring that those that are occupying this address at the same time with me are conducting themselves in accordance with this Code and all other applicable by-laws. I acknowledge that I may be subject to enforcement measures against myself, other occupants or the Short-Term Rental Accommodation License Holder and/or Owner(s).

Signature of Renter(s) & Date

PLEASE SEND BACK TO:

GarsonHoffman@Gmail.com