

Short Term Lease

Between

Blue View Chateaux Inc.

hereby referred to as the **Landlord**

And

_____ **his/her guests and visitors,**

hereby referred to as the **Tenant**

Whereas the Landlord owns the property known as 104 Brooker Blvd, Unit # _____, and he wishes to lease it to tenants for their use as a short-term vacation property.

And the Tenant wishes to lease the property described herein for the purpose of a short-term vacation.

Dates:

The said lease shall commence on or after _____ **PM/AM** on _____ **201**____ and shall end on or before _____ **AM/PM** on _____ **201**__.

Consideration:

The rental amount payable for the lease period agreed upon herein shall be \$_____ **plus GST (5%) / HST after June 2010**. At least 50% of the amount is payable once the booking is confirmed by both parties, and the balance is due and payable no later than the date of arrival. Cancellation **if any will be** in accordance with the cancellation policy.

Security Deposit

The Tenant shall deposit an amount of \$_____ to be used by the Landlord to repair damage to the property (normal wear and tear excepted) caused by the Tenant or any of the Tenant's visitors or guests. The deposit is fully refundable after cleaning the chalet and if the final inspection indicates that no damage occurred during the Tenant's tenancy.

The damage that the Tenant causes shall not be limited to the amount of the deposit, the Tenant hereby agrees to pay additional costs to remedy damage caused by him that are larger than the amount of the deposit.

Cleaning Deposit

The Tenant shall deposit an amount of **\$60** to be used by the Landlord to clean the chalet if it is left in unreasonable condition. The deposit is fully refundable after check out if the chalet is left in fair condition and the garbage and recyclable products were taken to the containers provided on the property.

Landlord and Tennant Undertakings:

Please refer to the Policies section

Liability for Injury or Death:

The Landlord shall not be liable for any injury or death of the Tenant, his guests, visitors or any other persons that are injured as a result of the Tenant’s tenancy or actions. The Landlord hereby declares that the chalet is appropriately insured as a rental vacation property.

Entry by Landlord:

The Tenant hereby agrees and acquiesces to entry by the Landlord to the chalet provided however the entry is at a reasonable time and for a reasonable reason. An example is showing the chalet to other prospective tenants. The Landlord agrees to give ample notice before such entry

It is agreed by both parties that this lease is subject to the laws of Canada, the Province of Ontario, and specifically the Town of the Blue Mountains.

It is agreed by both parties that this lease shall extend to and be binding on the respective heirs, administrators and successors of both parties.

Dated at the Town of the Blue Mountains this _____ Day of _____ 201_____

I hereby declare that I have read your policies and undertakings as published on your website; specifically the Town of Blue Mountains “Zero Tolerance Noise Bylaw”, and I hereby indicate my agreement to comply with them.

I am aware that if the OPP are called by neighbors complaining about noise being emitted from the chalet I occupy, the OPP will issue me a “Notice of Offence” for \$615. Further I understand that if noise complaints continue pursuant to the “Notice of Offence”, then the Landlord will request that I vacate the chalet and no refunds will be made to me.

Tenant Name _____ **Signature** _____

Address: _____

Tel #: _____ **email/Fax:** _____



NOISE COMPLAINTS

Please be advised that the Town of The Blue Mountains has a Noise By-law that is in effect 24 hrs a day, 7 days a week, under Municipal By-law NO. 2002-09, as amended, and it states. **“NO PERSON SHALL MAKE NOISE OR CAUSE NOISE TO BE MADE OR PERMIT NOISE TO BE MADE THAT WOULD BE LIKELY TO DISTURB THE INHABITANTS OF THE MUNICIPALITY”**

You are not allowed to disturb any of your neighbours or interfere with their enjoyment of the resort at any time of the day or night.

In order to ensure the rights of all residents and visitors are protected, the signing of this form acknowledges understanding of the terms of the By-law and constitutes agreement to abide by those restrictions during tenancy in The Blue Mountains.

Failure to comply with the conditions of the By-law may result with the notification of the O.P.P. who may issue a Notice of Offence, which carries with it a fine, upon conviction, of \$615.00 for a first offence.

Please enjoy your stay in our municipality but have consideration for other residents as well.

Unit # _____

Tenant Name _____

Tenant Tel. Number _____

Duration of stay _____ to _____

Signed and agreed on this _____ day of _____ 201__

Tenant Signature