### **Rental Application Form**

#### Instructions for filling out the Rental Application form:

For Canal Lake I: Fill in (Address) of 153 Driftwood Shores, Bolsover, Ontario For Canal Lake II: Fill in (Address) of 53 Red Beach Lane, Bolsover, Ontario For Balsam Lake: Fill in (Address) of 113 Pearce Drive, Coboconk, Ontario For Gull River I: Fill in (Address) of 104 Shadow Lake Road # 28, Coboconk, Ontario For Gull River II: Fill in (Address) of 122 Shadow Lake Road # 55, Coboconk, Ontario For Gull River III: Fill in (Address) of 32 Cameron Road, Norland, Ontario For Private Lake: Fill in (Address) of 7 Moorings Road, Fenelon Falls, Ontario For Shadow Lake: Fill in (Address) of 85 Shadow Lake Road # 2, Norland, Ontario For Old Feedmill Fill in (Address) of 7 Nightingale Road, Coboconk, Ontario For Dalrymple Cottage Fill in (Address) of 323 Lake Dalrymple Road, Dalrymple, Ontario

#### Please fill in the form using the following as the guideline:

(1). Current Day and Month

Secure Mailing Address ONLY

- (2). Your Name
- (3). Your e-mail
- (4). Unless otherwise agreed the date is the Friday of the week you wish to rent
- (5). Unless otherwise agreed the date is one week from your starting Friday
- (6). Your Signature to confirm Removal of Garbage & Recycling
- (7). Please fill in balance of application and waiver

Please print the completed application and then date and sign it before mailing/e-interac with your Down Payment Cheque and your Post-Dated Balance Due Cheque to:

Kawartha's Office

Secure Maining Address Often	Toronto Office	<u>kawai tila 3 Office</u>
Meridien Holdings Inc.	Meridien Holdings Inc.	Meridien Holdings Inc.
2192 Queen Street E, Unit 99	388 Queen Street East # 5	7 Nightingale Road
Toronto, Ontario	Toronto, Ontario	Coboconk, Ontario
Canada M4E 1E6	M5A 3A9	K0M 1K0

Toronto Office

If you are experiencing any issues with filling out this form please contact Bryan McKinlay at 416-822-7931 or <a href="mailto:bryan@meridiencottages.com">bryan@meridiencottages.com</a>

#### **Notes to Guests:**

- We do not charge a cleaning fee because we expect responsible guests to leave the cottage in the same condition they found it. If you choose to hire our cleaners, please let us know before your stay. If not, noncleaned cottages will forfeit the security deposit
- 2. You are responsible for supplying your own linens, pillows, comforters, and towels
- 3. Remember to also bring, food, drinking water, toilet paper, insect repellant, fishing gear, additional life jackets, sunscreen, non-standard cookware, and reading material
- 4. If you wish to rent a boat, please include a copy of your PCOC (Boating License) card with application
- 5. If you wish to purchase firewood, please add \$75 to you Balance due Cheque/E-interac
- 6. Print your directions to the cottage before leaving, as cell service can sometimes be spotty, and I may not be reachable for short periods of time if you get lost

7.	If you are holding a licensed event at the Old Feedmill, please ensure that a copy of your temporary Liquor License Permit is sent to Meridien one week prior to event

#### **RENTAL AGREEMENT**

This AGREEMENT made this (1 date)_	by and	by and between Meridien Holdings Inc.		
hereinafter referred to as Owner, and referred to as Occupant:	(2 tenant), (3 email a	address)@ hereinafte		
·				
WITNESSETH:				
1) That in consideration of the p	remises, rents and covenants herein e	xpressed, Owner hereby rents to		
Occupant and occupant rent f	rom Owner, upon the terms and cond	litions herein set forth, the certain		
property known as (Address)	•	, for the		
• • • • • • • • • • • • • • • • • • • •	otherwise agreed) 14:00 on (4)			
term commencing at (unless t	Tilel wise agreed) 14:00 on (4)	and ending at 10.00 on (5)		
·				
Cottage Name	Notes	Cost (CAD)		
1. Replace with Cottage Name	Cost Per Week	.00		
2. HST	13% of Cost Per Week	.00		
3. Security Deposit	Refundable at end of stay	\$ 300.00		

Deposit Cheque/E-interac of \$300, dated/sent today, due now. Post-dated cheque/E-interac for the balance, is due 30 days before your vacation. Total Amount is non-refundable if cancelled within 30 days of your vacation. Security Deposit will be mailed back to Occupant within 1 Week of Completion of visit.

2) Payment of said instalments mailed to: Meridien Holdings Inc. 2192 Queen Street E, Unit 99, Toronto Ontario M4E 1E6 and telephone number (416) 822-7931.

Add Columns 1 through 3

Total

- 3) Occupant has paid, or before occupying the premises agrees to pay the sum equal to \$300 as security for faithful performance by Occupant of his Occupant of his obligations hereunder. In the event of any breach or failure of occupant hereunder, the Owner shall have the right to use and apply the said security deposit in the manner provided herein and permitted by law. Within seventy-two (72) hours following termination of the tenancy, Owner shall make a final inspection of the premises. If Occupant has faithfully performed his obligations hereunder, paid all rent and other charges due Owner, returned all keys and left premises (including all fixtures, facilities and appliances) in the same condition as when premises were occupied, expect for reasonable wear and tear and normal depreciation, the Owner shall immediately return the amount of the security deposit to Occupant. If Owner has made any deductions from security deposit all of said deductions shall be fully itemized in writing to Occupant.
- 4) The premises are rented furnished, and are equipped with the following appliances: range, refrigerator, microwave, toaster, coffee maker, stereo with remote control, and outdoor gas grill.
- 5) Occupant shall use in a reasonable manner all electrical, plumbing; sanitary, heating, and other fixtures facilities and appliances in the premises, and Occupant shall be responsible to repair them at his expense for any damage caused by his failure to comply with this agreement.
- 6) Occupant shall not deliberately or negligently destroy, deface, impair or remove any part of the premises (including fixtures, facilities, and appliances) or permit any person to do so, whether known by the Occupant or not, and Occupant shall be responsible for any damage caused by his failure to comply with this agreement.

- 7) The Owner shall give the Occupant quiet enjoyment for the term of the rent. The Occupant agrees to conduct himself and to require others on the premise with his consent to conduct themselves, whether known to Occupant or not, in a manner that will not disturb his neighbours' peaceful enjoyment of their premises. The Occupant further covenants and agrees that he will not use nor permit to be used the premises any improper, illegal, nor will he use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, illegal or improper manner.
- 8) The Occupant agrees not to make any copies of keys to the premises and upon termination of this rental agreement; the Occupant shall surrender all keys to the premises. Owner shall not be responsible for the protection of Occupant from violent or criminal acts, on or off the premises.
- 9) All personal property placed in the rented premises, or in any other portion of the property on which the premises is located shall be at the sole risk of the Occupant or parties owning the same, and the Owner shall in no event be liable for loss, deduction, theft, or damage to such property unless caused by or resulting from negligence of the Owner, or his employees.
- 10) It is understood and agreed that in the case of the violation of the Agreement in any way by the Occupant, the Owner hereby is expressly given the right to take any action stated herein and all other actions not stated herein but which are allowable by law.
- 11) Owner and Occupant agree that in the event of any litigation with respect to this Rental Agreement the proper forum for such litigation shall be Toronto, Ontario. In the event that Owner uses an attorney to enforce this Agreement, Owner is entitled to collect reasonable attorney's fees in addition to rents, damages, and other charges due from Occupant.
- 12) Occupant must remove all its trash & recycling from the premises or security deposit is forfeit.

Sign	(6)			

- 13) If the rental amounts and deposit are not paid as requested, or if any cheques are returned by Occupant's bank unpaid (for any reason), Owner may, at his option, void this Agreement. If so voided, Owner will give immediate notice to Occupant. NSF cheques and Stop Payments will be charged \$50.
- 14) Occupant shall defend, hold harmless, and indemnify Owner for and against all claims and liabilities (including attorney's fees) for personal injury (including death), property damage, or other claims and liabilities arising out of, related to, or in connection with Occupants negligent errors or wilful misconduct.

THIS RENTAL AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless put into writing and signed by all parties. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit or the parties hereto and their respective heirs, executors, administrators, and/or assigns. Parties signing this Agreement shall be jointly and severally liable. Wherever the context so requires, the singular number shall the plural, the plural the singular, and the use of any gender shall include all other genders. Time is of the essence in all matters.

Witness of the f	ollowing signature	s and seals:		
Occupant	 Date	<del></del>		

## Application for cottage rental (7)

Name:			
Email:			
Address:	City:		
Province / State: Postal	Code:		
Phones: (Home)	(Work)	(Cell)	
Number of years at present address	Rent [ ] Own [ ]		
Employer's name & address			
-			
License plate #:	_		
Names and ages of all adults and ch	ildren occupying cottage:		
			<del></del>
	<del>-</del>		<del></del>
	<del>-</del>		
Smoking [No] Pets [ ] No. of	pets		
I hereby state that the above inform	nation is correct and that I have re	ad and agree to the Terr	ns and Conditions.
	(	signature)	(date

# WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

#### **DEFINITIONS:**

**Facilities** – Cottage, Feedmill Rental Hall, Kawartha Lakes Ontario, Power Boat (if applicable), Trampoline (if applicable), Row Boat and/or Canoe, Barbeque, and all Chattels therein

**Indemnitees** – Meridien Holding Inc. and the officers, employees, and associates, and board members of this organization.

**Indemnitor** – The individual signing below, and his/her heirs, administrators, executors, and assigns.

The **Indemnitor** hereby releases the **Indemnitees** from any liability for damages from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, **Indemnitor's** use of the **Facilities** and services provided at the **Facilities**.

#### **Indemnitor** represents that:

- 1. I am 18 years of age or older.
- 2. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
- 3. I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilize the **Facilities** and its services in a safe manner.
- 4. I understand and agree that it is my responsibility to assess the hazards presented by my use of the **Facilities** and services of the **Facilities**, and further agree that I am the ultimate judge as to whether I can use the **Facilities** and services without risk of harm to myself.
- 5. I understand and EXPRESSLY ASSUME all the dangers incident to using the **Facilities** and their services, and hereby RELEASE ALL CLAIMS, including but not limited to, personal injury, property damage or destruction, and death, whether caused by NEGLIGENCE, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the **Indemnitees**.
- 6. My use of the **Facilities** is entirely optional and my own free choice.

Signature:	Print Name	
Date:		
Your Address:		

Please print this form, sign it, and send/scan & email to:

Meridien Holdings Inc. 2192 Queen Street E, Unit 99 Toronto, Ontario M4E 1E6 Or bryan@meridiencottages.com