## **Rental Application Form**

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

- For Canal Lake II: Fill in (Address) of 53 Redcap Beach Lane, Bolsover, Ontario
- For Gull River I: Fill in (Address) of 104 Shadow Lake Road # 28, Coboconk, Ontario
- For Gull River III: Fill in (Address) of 32 Cameron Road, 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
- (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:

Secure Mailing Address ONLY	Toronto Office	Kawartha's Office		
Meridien Holdings Inc.	Meridien Holdings Inc. Meridien Holdings Inc.			
2146A Queen Street E, Unit 99	388 Queen Street East # 5	ast # 5 7 Nightingale Road PO Box 181		
Toronto, Ontario	Toronto, Ontario	Coboconk, Ontario		
Canada M4E 1E3	M5A 3A9	K0M 1K0		
If you are exper	iencing any issues with filling out this form	n please contact Bryan McKinlay at		

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

#### Notes to Guests:

- 1. 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, non-cleaned 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 between Meridien Holdings Inc. hereinafter referred to as Owner, and (2 tenant) \_\_\_\_\_\_, (3 email address) \_\_\_\_\_@\_\_\_ hereinafter referred to as Occupant:

WITNESSETH:

1) That in consideration of the premises, rents and covenants herein expressed, Owner hereby rents to Occupant and occupant rent from Owner, upon the terms and conditions herein set forth, the certain property known as (Address) \_\_\_\_\_\_, for the term commencing at (unless otherwise 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
Total	Add Columns 1 through 3	

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/sent back to Occupant within 1 Week of Completion of visit.

- 2) Payment of said instalments mailed to: Meridien Holdings Inc. 2146A Queen Street E, Unit 99, Toronto Ontario M4E 1E3 and telephone number (416) 822-7931.
- 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 (Please see Garbage & Recycling Rules document).

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 following signatures and seals:

Occupant

Date

Application for cottage rental (7)				
Name:		_		
Email:		_		
Address:	City:			
Province / State: Postal Code	e:			
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 childre	n occupying	cottage:		
Name	Age	Name		Age
Smoking [No] Outside Only Pets [	] No. of pe	ts		
I hereby state that the above informatio	n is correct	and that I have read an	d agree to the Terms	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.
- 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.* 2146A Queen Street E, Unit 99 Toronto, Ontario M4E 1E3 Or bryan@meridiencottages.com

# \*\*\*Garbage & Recycling\*\*\* - VERY IMPORTANT

New for January 2017, there are new garbage rules for the City of Kawartha Lakes. All refuse and recycling must be placed in clear plastic bags. There is a list of cottage rules posted on the fridge. They are mostly common sense. Most important is, that you remove your garbage and recycling when you leave. Next is a list of local retailers who sell clear bags: http://www.city.kawarthalakes.on.ca/residents/solid-wasteservices/clear-garbage-bags-program-1/ClearBagRetailerswithinCKL.pdf There is usually some free bags waiting for you at the cottage. All garbage in one set of bags. Plastic, cans, Styrofoam and glass are combined in one set of bags, all paper products are also combined in one set of bags. Please see new rules as of Jan 1, 2017 for disposal. http://www.city.kawarthalakes.on.ca/residents/solid-wasteservices/clear-garbage-bags-program-1 A list of landfills and their hours is also here. Please check the local dump for your area and days of operation as they do change. http://www.city.kawarthalakes.on.ca/residents/solid-waste-services/landfill-information The 2 landfills open on Friday mornings are the Lindsay landfill and the Brock Township landfill See: http://www.durham.ca/works.asp?nr=/departments/works/waste/wastedisposalsites.htm&setFooter=/in cludes/wasteFooter.inc or http://www.city.kawarthalakes.on.ca/residents/solid-waste-services/landfillinformation/lindsay-ops-landfill Please note the landfills charge \$3 per bag of garbage, but recycling is free. Your garbage pickup day is Monday or Wednesday, depending on your cottage (Tuesday on Holiday weekends). Maximum of 2 bags (more can be purchased for the same \$3 per bag by obtaining tags at the local service centre, Souters Variety Store in Coboconk or the Norland General Store. See http://www.city.kawarthalakes.on.ca/residents/solid-waste-services/curbside-waste-collection/baglimits-and-pre-paid-tags) of garbage must be placed out by 7 AM the morning of, **NOT the night before**, as the animals will get at it. Here is the website: https://www.city.kawarthalakes.on.ca/residents/solidwaste-services/calendar/Kawartha Lakes 2016 Recycling Waste Calendarlow resolution.pdf Here is the whole Kawartha Lakes refuse calendar with everything you need to understand garbage and recycling in the Kawartha Lakes. It is in PDF. http://www.city.kawarthalakes.on.ca/residents/solid-wasteservices/calendar/Kawartha Lakes 2016 Recycling Waste Calendarlow resolution.pdf A hard copy of this is on the table when you arrive. As per my Options sheet, I can also take your garbage and recycling for you for \$75 for the first 5 bags and \$10 per bag thereafter (regardless of whether it's garbage or recycling). It still needs to be sorted and placed in clear bags. If none of these options work for you, then you **MUST** take your garbage and recycling home with you. Failure to comply with the above with automatically forfeit your entire damage deposit.

## Acknowledged And Signed \_\_\_\_\_