

## Lease Agreement

between

**Oakbud Properties Inc.** (ChaletatBlue)  
Referred to as the **Landlord**

and

\_\_\_\_\_,  
Referred to as the **Tenant**

Whereas the Landlord owns the property known as 148 Campbell Crescent in the Town of the Blue Mountains and its purpose is to lease to tenants for their use as a short-term vacation property.

And, whereas the Tenant wishes to lease said property for the purpose of a short-term vacation.

### **Time Period:**

The tenant's occupancy of the premises shall commence on or after 4:00 pm on \_\_\_\_\_, 20\_\_\_\_ and shall end on or before 11:00 am on \_\_\_\_\_, 20\_\_\_\_.

### **Rental Rate:**

The rental amount payable for the lease period agreed upon herein shall be \$ \_\_\_\_\_ PLUS HST of 13%. A minimum of 50% is of the amount payable is due on booking confirmation. The balance is due and payable no later than two days prior to the date of arrival. The Landlord reserves the right to rent to another party up until the deposit has actually been received. Any cancellation will be handled in accordance with our cancellation policy below.

**Security Deposit:**

The Tenant shall provide a deposit in the amount of \$ \_\_\_\_\_ to be used by the Landlord in the event of any damage or theft caused by the Tenant or any of the Tenant's guests and/or visitors during the course of their stay. The security deposit must be given by way of money order, email money transfer or cash. In the event that there is no need to charge the Tenant for any damage or theft, the full amount will be returned to the Tenant. The deposit is fully refundable once the Tenant has vacated the premises and it has been inspected by the Landlord and determined that no damage or theft was caused by the Tenant.

The security deposit will be used to pay for such things as damage to the chalet, its contents, its appliances, lost keys, major cleaning to either carpets and/or furniture, and any fines assessed as a result of excessive noise. The security deposit will also be used by the Landlord to clean the premises (inside and/or out) in the event that it is left in any state other than the way it was when they first moved in. There will also be a flat charge against the security deposit in the amount of \$150.00 in the event that the hot tub requires draining due to a fouling of the water (such as food, liquids or other debris) during the Tenant's stay.

Any damages or theft caused by the Tenant during their stay shall NOT be limited to the amount of the deposit. The Tenant hereby agrees to cover any additional costs required to repair or replace any damage or theft caused by the Tenant over and above the amount of the deposit.

**Cancellation of Reservation:**

If a request for cancellation is received by the Landlord 30 days or more before the arrival date, the deposit will be forfeited and no further balance will be due.

If a request for cancellation is received by the Landlord less than 30 days from the scheduled arrival date, the balance of the rental amount will still be due and payable unless the Landlord is able to rent the scheduled period to another Tenant at a similar or higher amount. If so, the balance will not be due but the deposit will be forfeited. In the event that it is rented to another Tenant at a lesser amount, the difference between the original contracted amount and the new lessor amount will be due and payable by the original tenant (over and above the deposit amount).

**Excessive Noise:**

The Tenant hereby agrees to abide by the local Noise Bylaws as may be enforced by the Town of Blue Mountains. Any costs incurred as a result of violations of these bylaws will be the sole responsibility of the Tenant and his guests and/or visitors. The security deposit will be used as needed to pay any such costs and to the extent that they exceed funds available from the deposit, additional funds will be provided by the Tenant until all such costs are covered.

**Pets and Smoking:**

Smoking is strictly prohibited anywhere inside the chalet as well as in the hot tub. If you smoke outside, please ensure that cigarette butts are appropriately disposed of; otherwise there will be a charge against the cleaning deposit.

Pets are allowed only in certain circumstances and must be agreed to in writing with the Landlord prior to arrival. At no time are pets allowed in the hot-tub, in any of the upstairs bedrooms or on any of the furniture within the chalet.

### **Undertakings of the Tenant:**

The Tenant hereby declares that no more than \_\_\_\_\_ people will stay overnight in the chalet during any night of their tenancy. If more than the disclosed amount of people are found sleeping in the chalet during any night of stay, the Landlord has the right to evict the entire party instantly and without any refund.

The Tenant declares that no more than 5 parking spaces will be used by the Tenant, his guests and/or visitors. Vehicles will only be parked on the driveway of the chalet.

The Tenant agrees to arrive no earlier than the agreed upon date and time and to leave no later than the time and date agreed upon.

The Tenant hereby acknowledges that the chalet is situated in a residential area and is meant for residential use. He agrees to use the chalet accordingly. Failure to adhere to this condition, especially excessive noise, will result in immediate conviction without any refund. The Tenant will be held liable for any cost incurred as a result of police visits due to noise complaints by neighbours.

The Tenant agrees to refrain from smoking inside the chalet and from keeping any pets unless as agreed to with the Landlord prior to arrival.

The Tenant hereby agrees not to order any services or materials on behalf of the Landlord without prior consent, and if so done, the Tenant will be responsible to pay for any such services or materials.

The Tenant agrees to enjoy the chalet in a way that respects the neighbours and the laws of the Town of Blue Mountains.

The Tenant shall use water, gas and electricity as needed for the normal and reasonable operation of the chalet.

The Tenant agrees not to engage in any activities that will damage the chalet or cause any hardship to the property's neighbours.

The Tenant undertakes not to engage in any unlawful activities during the tenancy at the chalet, he must not engage in irresponsible activities that will result in injury or damage to the Tenant, his guests and/or visitors or the neighbours. Engaging in such activities may result in immediate eviction without refund.

The Tenant hereby undertakes not to sublet or assign the chalet.

**Liability for Injury or Death:**

The Landlord shall not be liable for any injury or death of the Tenant, his guests and/or visitors or any other persons injured.

It is agreed by both parties that this lease is subject to the laws of Canada, the Province of Ontario, and 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**I hereby declare that:**

- the number of people occupying the chalet is \_\_\_\_\_
- I have read this entire lease agreement and hereby indicate my agreement to comply with said terms

Tenant Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Email/Fax \_\_\_\_\_

Landlord's Signature \_\_\_\_\_