

WELCOME TO THE LANDING

TERMS & CONDITIONS OF RENTAL



GENERAL RENTAL GUIDLINES

QUIET ENJOYMENT

- As a general guideline, noise and disturbances from outside parties and other sources should be curtailed after 10:00 PM
- While no fences are permitted on the property, the area between the units is not common ground and privacy and personal property should be respected throughout the complex.
- The landing development is located within the boundaries of the North Kawartha Provincial Park. Owners, visitors, and tenants are subject to the guidelines and regulations of the provincial park, as are all cottage owners on Anstruther Lake and on other lakes within the boundaries of the provincial park.

FIRE PIT

- A fire pit is available near the Gazebo on the point of the property.
 - Owners and Tenants are asked to supply their own firewood and kindling.
 - A copy of the fire permit is provided to each unit owner and is also posted inside the gazebo.
 - Fires are only permitted between the hours of 6:00 PM and 8:00 AM.
 - Prior to lighting a fire, the owner or tenant must call a Fire Ignition Number 1 (866) 968-9922 and follow the prompts.
 - This natural area can on occasion experience very dry weather conditions for extended periods of time. As a result the municipality may issue a **No Fire Warning**. All unit owners or tenants must comply with this municipal directive
 - A rake, Shovel and pail, required by law are available in the Gazebo for use with the fire pit.
 - Owners and tenants are asked to clean up the fire pit area when they are finished.

BOAT DOCK

- Tenants bringing their own boat to the landing should speak to the rental manager in order to be assigned a slip.
- Docking slips are assigned by the property manager and will be determined by the size of the boat and the skill of the primary operator.

GARBAGE AND RECYCLING

- Owners and Tenants shall be responsible for placing their debris, refuse, and garbage in the bins located on the driveway just to the right by the lake as you enter the complex.
- All garbage must be in a green (or other colour) garbage bag and must be securely tied. No loose garbage, bundled garbage or garbage in corrugated boxes, or small plastic shopping bags is allowed in these bins.
- Township garbage pickup is provided on Monday morning prior to 7:00 AM. Please Note that garbage should not be put out Sunday night as animals may be attracted to it.
- Recycling will be picked up at the same time. The recycle bins will be emptied and left on the walkway.
- Owners and Tenants are encouraged to dispose of their waste and recycling at the dump located about on Anstruther lake road about midway between the Landing complex and HWY #28. The dump hours are clearly posted on the gate of the waste transfer site.

PARKING

- Vehicles may be loaded and unloaded in front of the residential unit and must be removed to the parking areas once the task of loading or unloading is complete. Please be courteous how your vehicle is parked.
- All parking spots area open and available to owners and tenants alike.
- The parking lot will not be lined with markings to reduce long term maintenance costs.
- Handicapped parking is available upon request. Please speak to the Unit owner or property manager for further information.
- Boat trailers, RV,s Snow mobile trailers and other trailers may be temporarily parked on the top level of the parking near the storage sheds.
- No trailers, RV,s, boats, ATV's or any other machinery or equipment of any kind shall be parked longer term on any part of the common areas.
- No unlicensed motor vehicles including mopeds and go-carts shall be driven within any part of the property complex and no person shall operate a motorized vehicle within the complex without a proper operating license.
- No vehicles should be left blocking the boat launch. Please load or unload your boat and remove the vehicle and trailer to the top level of the parking lot near the storage sheds.

PETS AND ANIMALS

- Two pets per household are allowed.
- All pets must be carried or be on a leash at all times when on or about the external residential areas, common areas and service blocks of the property.
- No dangerous animals are permitted. If a dangerous animal determination is given, the resident has two weeks to remove the animal from the property.
- No household pets/animals of any kind are allowed to inhabit a common area of the property. Pets are allowed to come and go, but cannot be tied up in the common area of the property.
- Poop and scoop rules are in effect for the entire property.
- Due to the natural habitat of the property, the surroundings and the natural environment of the area, residents and their guests are asked to not feed any wildlife.

WATERCRAFT

- A number of water craft may be available to tenants of the landing.
- Tenants wishing to use any of the available water craft should make their request with the rental agent at the time the rental is booked. A security deposit on the use of these craft will be required before any craft will be released for use.
- The use of these water craft is a privilege and is not part of the rental agreement. This privilege may be revoked at any time for any reason by the unit owner, the onsite rental manager, or the property manager of the complex.
- All gas powered motor boats must be refilled and left full by the tenant once their stay is over.
- **Any watercraft returned without being refuelled that need will result in an administrative charge of \$50 plus the actual cost of the gas to be deducted from the security deposit.**
- **Any damage done to watercraft will also result in the deduction of a \$50 processing fee as well as the costs associated with the repairs.**

SAFETY

- Overloading boats, or improper use of any equipment on the premises may result in cancellation of this rental agreement. The renter(s) shall vacate the premises immediately upon the owner's request, and forfeit the balance of the prepaid rental.
- In case of emergency please call 911 from any cell phone. The correct address for the property is:
1579 Anstruther Lake Rd
The Landing Circle
North Kawartha Township
Please state clearly your unit number (1 to 25)

RENTAL TERMS AND CONDITIONS

Regular Check-in is at 4:00 PM unless special arrangements are made with the rental agent at the time of booking.

Regular check out time is 11:00 Am unless special arrangements are made with the rental agent at the time of booking. In the event a tenant leaves late (after 11 AM or after the arranged later checkout time) a charge of \$35 per hour will be deducted from the security deposit and used to pay additional staff required to handle the changeover in a compressed time frame.

A cleaning fee of \$85.00 minimum will be charged on each rental contract to cover the cost of cleaning as well as supplies. If the unit takes longer than 3 hours to be cleaned, an additional charge of \$35/hr will be deducted from the security deposit.

The cottage is a SMOKE FREE residence. Any damage due to cigarette burns, including the exterior deck, buildings or property will be deducted from your deposit. This includes fumigation of the entire cottage due to smoke damage from improper use, lingering tobacco or pet odours, or illegal substances. This also includes time spent picking up cigarette butts from the patio area or any where else on the property.

This is a family type rental. A quiet policy is in effect as of 10:00 pm every evening as deemed by the condominium corporation. In the event that any unreasonable rowdiness or noise occurs such that leads to repeated complaints by others, the renter(s) shall vacate the premises immediately upon the owner's request, and forfeit the balance of the prepaid rental.

"Security / Damage Deposit" will be returned in full, after reconciling any direct and indirect related expenses (Phone, Propane, Clean-up, Garbage, etc.) and subject to no loss or damage having occurred during the contracted rental period. Renter(s) agree to be responsible for, and reimburse the Owner(s), in full, within 90 days, for any and all repairs to damage, even that which exceeds the Security/Damage Deposit.

The Renter(s) acknowledges that all Personal Flotation Devices required for use around water will NOT be provided by the owner, and it is the responsibility of the Renter(s) to provide their own.

The property owner and / or personnel representing the owner shall be allowed access to the cottage at any reasonable time during the renter(s) occupancy.

The maximum number of occupants using the cottage premises shall not exceed the total number stated in the information and Application form, including pets, or monetary penalties shall be removed from your deposit.

The Renter(s) agree that the cottage is solely for their recreational purposes only and no commercial, sub-letting, or other activity shall be carried on.

The Renter(s) consent to the owners of the cottage being rented, the right to verify all information and references provided in this application.

The tap water is directly from the lake, filtered treated and tested daily by a site Manager. However, it is recommended that you supply your own drinking water. Renter(s) acknowledge that the cottage is supplied with lake water.

The environmental envelope around the cottage is rich, diverse and includes animals and insects that are sometimes undesirable to some people. These creatures are part of nature. The owners have taken every precaution to prevent unseemly visitors to the cottage. Therefore the owners do not accept such irritations as grounds for cancellation of a rental and/or a refund of monies.

Bed linens (1 Queen Size, 1 Double & 1 Futon, approx size Double) and towels, and kitchen linen are supplied with each unit. It is however recommended that the tenant bring additional towels, beach towels, and sheets as the beach will often tend to increase the amount of towels and linens used during the vacation period.

Tenants are expected to wash all linens and to make sure they have been put in the dryer prior to their departure in order to lessen the time required for our cleaners to get the unit ready for the next tenant. In the event this is not done a rate of \$25 per hour will be deducted from the security deposit in order to accommodate the longer cleaning times that will be required

Renter(s) acknowledge that the Owners accept no liability for loss, damage, death, illness, or injury suffered by the renter(s) and/or his/her guests, or pets as a result of using this rental. The Renter(s) acknowledges that the use of the property, is entirely at the Renter(s) own risk. The Renter(s) shall indemnify and hold harmless the Owner's against and from any and all expenses, costs, damages, suits, actions or liabilities arising from any and all loss of or damage to personal property, injury, personal condition or death resulting from the use of the rental property, furnishings, grounds, fire pit, boats, docks and lake use. The owner carries insurance on dwelling and contents, not the property, valuables, or clothing of the Renter(s). It is therefore the Renter(s) responsibility to insure against any unforeseen damage or loss of the Renter(s) own possessions. Any one wishing to purchase insurance for vacation coverage should click for [more information](#).

The Renter(s) shall give the Owner prompt written notice of any accident, unsafe or dangerous condition, other defect to the cottage, surrounding property, buildings, equipment, or other chattel belonging to the Owner. The Renter(s) shall be liable for any damage done by reason of water being left running from taps in the rental unit or improper use of appliances, septic system, and equipment provided.

Owner reserves the right to cancel this booking / “Agreement” at his own discretion.

Renter(s) will be responsible for depositing all garbage (Including bottles) in a regulated provincial dump. Garbage (including bottles) left for disposal by the owner, will trigger a disposal fee of \$100, charged against the “Security Deposit”. Garbage and other foods can and will attract animals such as bear, raccoons, mice, etc. Garbage and food must be sealed to reduce odours, and stowed in “locked down” areas until properly disposed of in a regulated provincial dump. The Renter(s) shall be responsible for any repairs required due to damage relating to the furrowing of animals for food due to improperly stored material.

Severability: In the event any provision of this Agreement, as amended from time to time, is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, such invalidity or unenforceability attaches only to such provision or part thereof and the remaining terms and provisions of this Agreement remain in full force and effect.

Disputes – Governing Law, Jurisdiction & Atonement: This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without regard to its conflict of law provisions. You expressly agree to submit to the exclusive jurisdiction of the courts located within the Province of Ontario to resolve any dispute arising out of this Agreement.

At the end of the rental period all Keys shall be returned immediately to the lock box outside the door or to the onsite rental manager.

The Owners are not responsible for situations beyond their control that may, or may not, negatively affect the renter stay, such as weather conditions or utility outages, due to storms.

Renters acknowledge that there is no phone service; however cell phones usually work outside from the parking lot.