

## Occupancy Agreement

**THIS AGREEMENT made the        day of        , 200**

**B E T W E E N:**

Douglas Hancock  
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

(hereinafter called the "Cottager")

OF THE SECOND PART

### 1.01        TERM

The term of this Agreement (the "Agreement") shall be for the period of time which shall commence on the afternoon of        , 200 and which shall expire on the afternoon of        , 200 .

### 1.02        THE COTTAGE

The Cottage is located at the end of Sunsite Estates Road off of Highway 6 on Manitoulin Island in the Province of Ontario (the "Cottage") and is municipally known as 270 Sunsite Estates Road in the Township of Assignack.

### 1.03        OCCUPANCY

The Owner and Cottager agree that the Cottager will be permitted to enter upon the Cottage at her own risk and peril on        , 200 .

## ARTICLE 2 - COTTAGER'S COVENANTS

### 2.01        COVENANT TO PAY

The Cottager covenants to pay to the Owner the sum of \$ \_\_\_\_\_ as herein provided for her occupancy upon the signing of this Agreement.

2.02            CONDITION OF COTTAGE AT EXPIRATION

Upon the expiration of the term hereby granted, the Cottager will peaceably surrender, quit and deliver up the Cottage to the Owner in a good state of repair and maintenance.

2.03            COMPLIANCE WITH FIRE AND OTHER REGULATIONS

The Cottager shall promptly comply with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders from time to time, or at any time in force during the term hereof and affecting the condition, equipment, maintenance, use or occupation of the Cottage.

ARTICLE 3 - USE

3.01            USE OF COTTAGE

The Cottager shall use the Cottage solely for the purpose of a residential cottage.

ARTICLE 4 - INSURANCE

4.01            OWNER'S INSURANCE

The Cottager shall not do or permit to be done any act or thing, whereby insurance coverages, or any of them hereinbefore contemplated, may be cancelled by the insurer, or cause the Cottage to be rendered uninsurable.

ARTICLE 5 - ADDITIONAL TERMS

5.01            REFUSE AND WASTE

The Cottager shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the Cottage.

5.02            NON-LIABILITY OF OWNER

The Cottager hereby agrees to save harmless the Owner from any and all liability, costs, claims, demands or actions for damages, injury or loss suffered or sustained by any person or persons including the Owner in or account of the Cottage or any part thereof, and for damage or injury to the property of any person or persons occasioned by the Cottager, her friends or other invitees, whether by their neglect, default or misconduct or occasioned by reason of any other cause or matter whatsoever, save to the extent that same may have been caused or contributed to by the

gross negligence of the Owner, his servants or agents.

ARTICLE 6 - OWNER'S COVENANTS

6.01 QUIET ENJOYMENT

The Owner covenants with the Cottager for quiet enjoyment.

6.02 AUTHORITY TO LET

The Owner has in him good right, full power and absolute authority to permit the occupancy of the Cottage.

ARTICLE 7 - DAMAGE

7.01 DAMAGE DEPOSIT

The Cottager hereby delivers the sum of \$250.00 as a damage and cleaning deposit.

7.02 DAMAGE TO COTTAGE

Provided that if at the end of the Term the Cottage is damaged or an unreasonable amount of cleaning is required, either in the unfettered discretion of the Owner, the Cottager will forfeit her deposit in addition to any other remedies available to the Owner. Otherwise, the deposit shall forthwith be returned to the Cottager.

ARTICLE 8 - RULES

8.01 RULES AND REGULATIONS

The Owner expressly reserves the right to regulate the use of the Cottage. The present Rules are as set out in Schedule "A". Any additional Rules will be posted in the Cottage.

ARTICLE 9 - FURTHER PROVISIONS

9.01 NOT LANDLORD AND TENANT

The Cottager occupies the Cottage as mere licensee as not as a tenant.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

#### 10.01 NO REPRESENTATIONS

This Agreement and the schedules and riders, if any, attached hereto and forming a part hereof, together with the rules and regulations promulgated by the Owner from time to time, set forth all of the covenants, promises, agreements, conditions and understandings between the Owner and the Cottager concerning the Cottage, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the Owner or the Cottager unless in writing and signed by each of them.

#### 10.02 TIME

The parties hereto agree that time shall be of the essence of this Agreement, save as is herein specifically set out.

#### 10.03 APPLICABLE LAW

The Agreement shall be construed under and in accordance with the laws of the Province of Ontario.

#### 10.04 PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby, and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### 10.05 BINDING EFFECT

This Agreement and everything herein contained shall extend to and bind and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and/or assigns. If more than one person signs this Agreement as Cottager their obligations hereunder shall be joint and several.

#### 10.06 GRAMMATICAL CHANGES

Words importing the singular number only shall include the plural and vice-versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice-versa. Headings are only for convenience and are not to be used to interpret this Agreement.

#### 10.09 CAPTIONS AND SECTION NUMBERS

The captions, section numbers, article numbers and index numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit or construe the scope or intent of such sections or articles of this Agreement and no not affect his lease in any way.

10.10 SCHEDULES

The following schedules are attached to this Agreement and form an integral part hereof.

Schedule "A" - Rules and Regulations

Schedule "B" - List of Cottagers

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

in the presence of

)  
)  
) \_\_\_\_\_  
)  
)  
)  
) \_\_\_\_\_  
) Douglas Hancock

Schedule "A"

RULES AND REGULATIONS

1. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. any damage resulting by misuse shall be borne by the Cottager by whom or by whose agents, servants, or employees the same is caused. Cottager shall not let the water run unless it is in actual use.
2. No noise caused by any instrument or other device, or other equipment, which in the opinion of the Owner may be calculated to disturb the neighbours.
3. The Cottager, when closing the Cottage day or evening shall see that all doors, and windows are closed, thus avoiding possible damage from fire, storms, rain or freezing, and shall assist in the security of the Cottage.
4. The Cottager shall not do or permit anything to be done in or upon the Cottage or bring or keep anything therein which will in any way conflict with the laws relating to fire or with the regulations of the Fire Department, or the Health Department, or with any of the rules of the city in which the Cottage are located.
5. The Cottager and her guests shall keep the Cottage in a good state of preservation and cleanliness and shall not suffer any accumulation of useless property or rubbish therein. No animals shall be kept in or about the Cottage, except for those animals approved by the Owner.
6. The Cottager shall not permit undue accumulations of garbage, trash, rubbish or other refuse within or without the Cottage or cause or permit objectionable odours to emanate or be dispelled from the Cottage.
7. The Owner shall have the right to make such other and further rules and regulations as in their judgment may from time to time be needed for the safety, care and cleanliness of the Cottage, and for the preservation of good order therein.
8. No goods, provisions or materials of any offensive odour or combustible nature shall be kept in the Cottage.
9. No fuel or combustible material for heating, lighting, illuminating or cooking, and no stove, burner, apparatus or appliance for utilizing the same and no thing or equipment which would cause offensive odours, fire hazard, undue loads on electrical conducts, vibrations, undue heat or noise other than as provided or sanctioned by the Owner shall be brought into the Cottage or used therein by the Cottager, or by any persons under her instructions.

10. Any loss, cost or damages incurred by the Owner by reason of a breach of any rules and regulations in force from time to time by the Cottager, her guests shall be borne by the Cottager and may be recovered by the Owner against the Cottager.
11. The Cottager shall only permit white toilet paper to be flushed down the toilet.
12. No personal watercraft is permitted.
13. No camping is permitted.
14. The Cottager shall provide her own linens.
15. The maximum number of overnight guests at the Cottage is six persons.
16. The Cottager shall return all keys to the specified location, place or person upon completion of the rental period.
17. Only those persons listed at Schedule "B" are permitted to occupy the Cottage.

Schedule "B"

COTTAGE OCCUPANT LIST

The following is a complete list of all people who will be occupying the Cottage, including Cottager(s), overnight guests and day visitors:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_