

Akiskinook Standard

Recreational Property Rental Application and Agreement for Strata Plan N 21 - (Akiskinook)

(Note: Akiskinook Resort will make every reasonable effort to keep the information provided, confidential to the resort and its current council, but makes no guarantee of the confidentiality of the information herein as may be provided.)

BETWEEN:

(The "Owner")

AND:

(The "Renter")

RE: Rental of unit ____, Strata Plan N 21 (the "Property")

Arrival Date: _____

Departure Date: _____

Renter's Full Legal Name: _____

Address: _____ Home Phone Number: _____

Occupation: _____ Vehicle License #, Year/Make/Model/Color: _____

Full list of renters who will be staying at the unit:

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

THE RENTER HEREBY applies to rent from the Owner the Property, on the following terms and conditions:

1. Rental Period

The rental period (the "Rental Period") shall be the period commencing on the Arrival Date and ending on the Departure Date,

2. Keys

Keys for the Property (the "Keys") will be located at _____ or with _____. The Keys may be used by the Renter and the Renter's guests to access the Property during the Rental Period. The Renter shall ensure that all doors to the Property are locked at all times during the Rental Period when no one is present at the Property.

The Renter shall leave the Keys at _____ or with _____ prior to vacating the Property for the last time on the Departure Date. Failure to leave the Keys shall result in a \$_____ charge, which shall be deducted from the Security Deposit.

(Note: lost keys will result in a replacement cost of \$100 and any assistance required by the Manager or staff to access a unit or the property will result in a charge of \$50 per call)

3. Indemnity

The Renter shall indemnify and save the Owner harmless from and against any liabilities or any loss or damage whatsoever arising from, related to or in connection with the Renter's rental of the Property including, but not limited to, any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by the Renter or any of the Renter's guests at the Property during the Rental Period.

4. Akiskinook Resort

The Owner shall provide a signed copy of this agreement to the Administrator for Akiskinook Resort together with a duly completed and executed Form K – Notice of Tenant's Responsibilities in the form attached as Appendix A to this agreement.

5. Akiskinook Rules and Regulations:

All Akiskinook Resort Bylaws & Rules, a summary which are attached and initialed by the Renter (the owners handbook contains the full rules and regulations), all rules and regulations shall be followed by the Renter and all penalties for non-compliance shall be charged to and paid by the unit owner, the unit owner shall be responsible to collect from the Renter.

6. Rental Agreement:

The agreement can be "added to" by written agreement of both parties but in no circumstances can the parties reduce or delete any of the provisions in the Standard form of Agreement.

7. COVID-19:

The tenant accepts all responsibility for social distancing and compliance with Provincial guidelines.

It is hereby understood and agreed that the tenant shall indemnify, save, defend, and hold harmless the Owners of Strata Plan N21 and employees, directors, officers, volunteers, agents and assigns of Owners of Strata Plan N21 against any actual or alleged liability for injury, loss, or death resulting from the tenant's use of the strata property.

IN WITNESS WHEREOF the Renter has duly executed this Application.

RENTER

The undersigned Owner(s) hereby accepts the above Application this _____ day of _____, 20 ____ .
Units which have more than one owner, a single owner may endorse this document on behalf of all owners of the unit; notwithstanding, the owner signing must have at least 10% ownership in the unit as noted above.

OWNER

Appendix A

Strata Property Act

Form K

NOTICE OF TENANT'S RESPONSIBILITIES

(Section 146)

Re: Strata Lot, Unit No _____ *[strata lot number as shown on strata plan]* of Strata Plan No: 21. *[the registration number of the strata plan]*

Street Address of Strata Lot	Being the noted unit number of Plan No: 21 known as Akiskinook Resort
Name(s) of tenant(s)	Renting _____ <u>Agreement and fee applicable.</u> Staying in unit as a guest for no rent _____ <u>No Agreement and No fee, FORM K ONLY</u>
Tenancy commencing	From _____ <i>[month day]</i> to _____ (month, day) _____ (year)

IMPORTANT NOTICE TO TENANTS:

1 Under the *Strata Property Act*, a tenant in a strata corporation **must** comply with the bylaws and rules of the strata corporation that are in force from time to time (current bylaws and rules attached).

2 The current bylaws and rules may be changed by the strata corporation, and if they are changed, the tenant **must** comply with the changed bylaws and rules.

3 If a tenant or occupant of the strata lot, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

Date: _____ *[month day, year]*.

If Agent of Owner:
Name: _____
Address: _____

Signature of Owner, or Agent of Owner Town/City/Province/Postal Code:

Signature of Tenant

Renter Initial:

Akiskinook Resort Rules

Following is an abbreviated summary of Rules at Akiskinook. The full Rules and Bylaws are published in the Owners' handbook. Please be aware that they are subject to change and as such, changes will be published in our newsletter and will be posted in the recreation centre. Common sense, co-operation, and consideration for others are paramount to everyone's enjoyment of our beautiful resort. Please ensure any visitors or renters are aware of these rules and regulations and **post them in your unit.**

Pets

1. Dogs must be kept on leash at all times.
2. Owners shall clean up after their dogs.
3. Absolutely no dogs allowed on beach (grass or sand) or tennis courts.
4. Infractions will be subject to a \$200 fine.

Garbage

1. Each owner must place all garbage in bags and deposit in the large dumpsters provided throughout the complex. The dumpster lid must be securely closed to reduce temptation to bears and ravens. NEVER leave garbage or refuse of any description BESIDE the dumpster, even those inside enclosures.

Roads & Parking

1. No one shall exceed the speed limit as posted within Akiskinook. - 20km/h.
2. Upon entry to the resort, owners must display a valid Akiskinook Parking tag. Visitors and guests must display a temporary pass if the owner has not given them their tag.
3. There is absolutely NO parking or driving on the grass. Violators of this bylaw are subject to a \$200 fine plus any damage.
4. Designated parking for the Horsethief, Columbia, and Swansea building blocks and for the Cabins must be observed.
5. During July and August, all vehicles at the beach/marina parking lot must display a valid parking permit.
6. Recreational vehicles and trailers must not be parked in the overflow parking area, and may not be used for accommodation while so parked. Also, no tenting on site.
7. The operation of golf carts is permitted only on the road by those 16 years or older with a valid drivers licence.
8. The operation of trail bikes, A.T.V and snowmobiles is not permitted except for access to and egress from the property.
9. For units with multiple owners and/or cars, please do not park more than one vehicle/unit at busy times. Overflow parking is available at the front gate.

Beach Area

1. Swimmers are advised to stay within the area marked by the buoys.
2. No glass (bottles, glasses, etc) allowed on the beach.
3. No fishing, water-skiing, sail-boards, jet-skis or boats are allowed in the swimming area marked by buoys.
4. Absolutely no pets allowed on the grass or sand area.
5. Vehicles parking at marina must display a valid parking permit or risk towing.
6. No walking/playing or fishing from the breakwater logs.

General Information

- 1) Akiskinook is private property. All owners should be concerned about uninvited persons using the facilities.
- 2) Recreation Centre
 - (1) Centre is open from 9:00 am to 11:00 pm.
 - (2) Laundry - please be considerate. Do not leave you laundry for others to handle. The washer takes 30 minutes and the dryer 50 minutes. Change required.
 - (3) Rules as posted in the Recreation Centre must be adhered to including: no alcohol, no glass, and children under 14 must be supervised.
- 3) Erosion of sand hills is a serious problem at Akiskinook. Please observe posted signs, keep off hilly area, and instruct children to do the same.
- 4) Security is provided seasonally and has authority to enforce the bylaws and rules of Akiskinook.
- 5) As required by the Strata Property Act, owners must have **all renters** complete and sign the Akiskinook Standard Recreational Property Rental Application and Agreement and then fax a copy to the office. You can print this form from the Akiskinook website.
- 6) Safety - You are responsible for the safety of your children. There are no lifeguards on duty at the pool or beach (Maximum depth of pool is 8 feet, and at the end of the boat docks is 12 feet.) **Children under 14 must be accompanied by an adult.**
- 7) **NO golfing** on the grounds.
- 8) **Open fires are not allowed on any strata lot or common property. (\$200 fine)**

Condominium Units

1. Permission for any exterior renovation (i.e. any change which will alter the exterior appearance including doors, windows and decks) must be applied for in writing and be approved by Council. Guidelines are available from the office or the website.
2. Satellite dishes are not allowed unless approved by Council.
3. Winterizing - to avoid freeze-up problems, never set the thermostat below 10 degrees C. **We suggest setting it at 12 degrees or higher during the months subject to extreme cold.** Turn off main water supply to unit, and turn off hot water tank.

Noise

1. No one shall behave at any time in a manner which will unduly disturb his neighbour or Akiskinook Staff.
2. All residents must observe the 11:00 pm noise curfew.
3. Infraction will be subject to a \$200.00 fine

Tennis & Squash

1. People using the booking system posted in the Recreation Centre have priority use of the courts. Rules posted for booking must be adhered to.
2. No pets, rollerblades or skateboards allowed on the tennis courts.

Water Skiing

1. Water skiing is NOT permitted from the boat docks.

Boats, Boat Trailers and Dock Area

1. **WALKING ON OR PLAYING ON BREAKWATER LOGS IS PROHIBITED.**
2. Boat slips and trailer storage parking is available for an annual fee for owners. Temporary moorage is available for a fee. Contact the office for more information.
3. No swimming or fishing is allowed around the boat dock area.
4. Boats shall be moored in owner's assigned slip only, or stored adjacent to tennis courts. All boats, personal watercraft and boat trailers must display a valid boat sticker.
5. Only boat trailers with an assigned parking stall may be parked in the boat storage area adjacent to the tennis courts and must display a valid sticker.
6. Passenger pick up and drop off is not permitted in the boat launch area.
7. Unauthorized use of the marina will result in a fine.
8. Beach closed after 11:00 pm.

Bylaw 3(4) **NO OPEN FIRES OR FIREWORKS OF ANY KIND**, including sparklers or firecrackers may be brought onto or used on the Akiskinook property. \$200.00 fine.

Penalties

Violators of the above rules are subject to a fine of \$200.00 (unless otherwise stated) which, if unpaid, will be added to the owner's strata fees, in addition to any costs or expenses of reinforcement.

All owners are responsible for the conduct of guests and renters, and fines, costs and expenses incurred by them shall be assessed against the responsible owner.

Important Telephone Numbers

Emergency	911	Manager:	Cathy McGrath
Ambulance	342-2055		
RCMP	342-9292	Office	250-342-9411
Telus	310-2255	Fax	250-342-0122
Shaw Cable	342-9415	Emergency	250-342-1506
BC Hydro	1-888-power-on		250-341-5328
Fire	342-6214		

WEBSITE www.akiskinook.com
Email: akisk01@telus.net