

Please accept this cover letter with my Short Term Rental (STR) application for 190 Mountain Dr.

We are applying for Short Term Rental permit so that we can sporadically rent our home out to another family (or two) while we are away. We enjoy taking short trips with our kids camping locally, visiting the Okanagan and/or Vancouver Island. Our intention is to rent our home out during these trips as it will greatly assist us in the costs associated with the ongoing maintenance and improvements of our home. This STR is not meant to be a major investment / cash flow business, that will constantly be rented, this is an occasional opportunity.

This is our family home that we have invested a considerable amount of time and money to renovate & furnish it to be our forever home. It is our intention to only rent the home to 1 group (max 2 families) at a time and to ensure that the home is treated respectfully and the quiet enjoyment of the community be preserved.

As part of our short term rental policy, we would be very strict about who we allow to rent our home. As a family of 4, we enjoy renting homes when we travel (as we travel with another family). It's incredibly hard to find an appropriate accommodation that we could comfortably stay with our 2 families that would have a kitchen and separate bedrooms. This is who we are intending to rent to, people like ourselves who want to respectfully enjoy a vacation home.

We understand that STR such as Airbnb & VRBO can have a bad reputation of allowing homes to turn into party houses and cause disruptions and messes for the neighbors. This is NOT something that we want, and we are planning to take every step possible to prevent this.

Here are the steps we would implement:

We have a local Lions Bay resident who will be our in person contact if anything time sensitive needs to be dealt with in person. She is extremely responsive and trust worthy.

We have a very close family friend of 10+ years who lives in Vancouver who is our back up person who can be at our house in 30min should there ever be the need for some extra help.

We will have all auto booking settings on the STR websites turned off so that bookings must be vetted by myself prior to confirming.

We will have an additional House Rules & Penalties agreement that the renter must sign via DocuSign before the booking can be confirmed.

Our House rules would very clearly outline that parties are prohibited, and that any additional guests besides the ones registered with me will NOT be permitted on the property. We would also ensure that the noise & quiet time rules be clearly detailed and agreed to. The renter must agree to all of the financial penalties should they violate any of the Lions Bay bylaws. (Which we of course understand that we would be responsible for as the owners of the property).

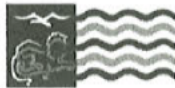
I would ensure that I am only renting to guests who have high ratings on the STR website, and no red flag reviews that would indicate a party or damage might occur.

We have already installed exterior cameras on all doors of our home that record which allows us to ensure that the people who have rented the home are indeed the only people who are on the premises.

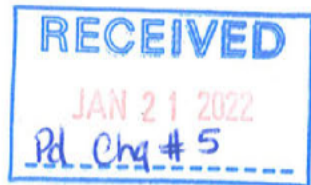
We love our life in Lions Bay and can completely understand why some others might have some initial concerns upon hearing about a STR application. We have reached out directly to our immediate neighbors to explain what our proposed idea is, and have assured them that we would work diligently to make sure their lives are not affected by this in any way.

We appreciate your consideration and the opportunity to try this out. Obviously there may still be some concerns, and we hope that we be allowed the opportunity to execute on our plan and re-assess if any issues were ever to arise.

Thank you
Owners of 190 Mountain Dr.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



APPLICATION FOR TEMPORARY USE PERMIT FOR SHORT-TERM RENTALS

Owner Information	
Name of Property Owner(1), hereby designated as the "Applicant": [REDACTED]	
Name of Property Owner(2) [REDACTED]	
Name of Property Owner(3)	
Name of Property Owner(4) (If more than 4 owners, use additional sheet)	
Applicant's Home Telephone: [REDACTED]	Cell Phone: [REDACTED]
Email #1: [REDACTED]	Email #2: [REDACTED]
Physical Address of the STR (the "Property"): 190 Mountain Drive Lions Bay BC V0N 2E0	
Mailing Address of the Applicant: [REDACTED]	
Name of Alternate Contact within Village of Lions Bay available to respond to complaints within 1 hour, 24 hours per day during guest stays if Owner unavailable to respond under same timeframes. Your contact information and the Alternate Contact information must be given to neighbours within 100 meters of the Property (in any direction):	
Name of Alternate Contact: [REDACTED]	
Alternate Contact Telephone: [REDACTED]	Alternate Contact Email: [REDACTED]
Does an Owner reside full-time on the Property? Yes ☐ No ☒ Owners live full time on property except if approved for STR will rent our home out occasionally short term while we are away.	Is there a Secondary Suite on the Property? Yes ☐ No ☒
Name of Tenant(s):	Phone # of Tenant(s):
In Principal Residence? ☐ In Cottage? ☐ In Suite? ☐	
Property Information	
Type of Short-Term Rental ("STR"): Guest Room(s) ☐ Entire Principal Residence ☒ Cottage ☐	
Proposed Number of Guests to be accommodated: 10 (Note: Maximum 10 guests)	
Proposed Number of Guest Rooms: 4	
# of Off-Street Parking Spaces Available for All Uses (Owner, Secondary Suite Tenant(s), STR Guests): 8 total spots on property. OR if it needs to be cars with access to leave then 4 spots where all cars can come and go without moving cars.	
(Owner must provide sketch plan showing all parking spaces required)	
Cite Web Listings for STR (Listings must specify maximum # of guests and guest vehicles): We have not been approved so we have not done a web listing yet.	



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

Intended form of STR management? (eg: self-managed; on-site caretaker; property manager; etc.) If caretaker or property manager, provide name and contact information:

Self Managed (with Danielle as our emergency contact & help while we are out of town)

Size of Lot: 11,195 Size of STR: 3750 Size of Other Improvements on Lot: N/A

Copy of Septic System Status Report Attached? ☒ Yes / No (not applicable for Kelvin Grove Properties)

Required Documentation and Payments

- ☒ \$250 Non-refundable Application Fee
- ☒ \$250 Non-refundable Inspection Fee (covers first and, if necessary, a second inspection; extras are \$75 each)
- ☐ State of Title Certificate (within past 30 days) & copies of any title restrictions (i.e. covenants, easements, RoWs)
- ☐ Parking Space Sketch Plan

☐ Proof of Insurance (min. \$5M Liability/Municipality as Additional Named Insured (See Pol-1702 and Insurance, Lease & Indemnity Agreement)
Re

☐ \$500 Security Deposit re Application Sign (Bylaw 431) ☐ Draft of Sign Content and Proposed Location

☐ TUP Fee of \$1,000 (payable if/when Permit granted) Form of Payment:

☐ If Application approved, Security in amount of \$2500 required per Policy No. 1702 (Cash/cheque deposit, irrevocable bond, letter of credit or similar instrument) Form of Security:

Pre-Inspection Checklist for Short-Term Rentals

The following 6 items will be inspected by the Building Inspector as part of the application process. Each one of these items must be approved before a TUP will be granted.

☒ Interconnected smoke alarms (with CO detectors for premises containing propane or wood heat appliances) have been installed on every floor level and in every bedroom and are in good working order.

☒ All escape routes are clear of obstructions and easily accessible. All bedroom windows are required to meet the less requirements for life safety and have a minimum clear opening of 3.77 ft² with no dimension less than 15 inches. Opening window must not require special knowledge to release window hardware in order to get out.



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☒ Portable fire extinguishers with a minimum 2A-10BC rating shall be available & identified on each floor and shall be inspected and tagged annually.

☒ Address numbers are visible and easy to read from front street. Exterior lighting is required at each entrance.

☒ All stairs with 3 or more risers are provided with approved handrails. Guard rails 35.5" high are required on all stairs and landings more than 24 inches above grade. The height of guard railings for exterior decks and landings more than 2 ft. above ground is 36" and for those higher than 6 ft, is 42".

☒ Minimum parking requirements per Policy No. 1702 are verified.

The following 11 items are additional matters to which owners should address their minds as part of their responsibility to ensure all requirements under applicable enactments are met.

☐ Approved covers are in place on all electrical switches and outlet boxes.

☐ Electrical cords are in good working condition and there are no portable heaters.

☐ All circuit breakers are labelled in English showing what they control and are accessible to guests.

☐ Clothes dryer lint trap and exhaust is clean and vented to building exterior.

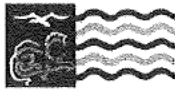
☐ Furnace (if applicable) has been inspected and filter replaced within the past year.

☐ Fireplace chimney (if applicable) has been inspected and cleaned in the past year.

☐ Sanitation standards are met (free of mold, mildew or infestation) and all plumbing is in working order.

☐ Cooking facilities are ventilated to the building exterior or via another acceptable method.

N.R.



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☐	Building has no broken windows, doors, or other similar hazards.
☐	All water heaters have a pressure relief valve with extension tubes installed to 1" above the floor or drain pan.
☐	All propane gas appliances have individual gas shut off valves located in an accessible location.

I understand that Short-Term Rentals are not permitted under Zoning and Development Bylaw No. 520, 2017, except with an approved Temporary Use Permit. I have read the Temporary Use Permits for Short Term Rentals Policy No. 1702 (the "Policy") and I understand and agree to the requirements, obligations and restrictions contained therein. If approved, I will abide by the conditions of the Policy, the Temporary Use Permit and the Insurance, Release and Indemnity Agreement. I agree to pay all fees required for this Application and Permit and any renewals thereof and understand that my Permit may be revoked if I fail to pay any required fees. I declare that the statements made by me in this Application are true and complete to the best of my knowledge and belief.

Applicant's Signature: _____

Date: January 16, 2022

The personal information you provide on this form is being collected under the authority of the *Local Government Act* and the *Freedom of Information and Protection of Privacy Act*. This information will be used to help determine eligibility for a Temporary Use Permit and for enforcement of applicable laws. This information may be circulated to persons or authorities as necessary for the review and enforcement process. Your personal information is protected only to the extent of the privacy provisions of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection of this information please contact the Village of Lions Bay, 400 Centre Road, Lions Bay, BC, V0N 2E0, Village Office – reception@lionsbay.ca / 604-921-9333.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

THIS SECTION IS FOR OFFICE USE ONLY

All required documents received? ☒ Yes / No Missing
Documents:

All required payments received? (Application Fee and Sign Security Deposit) ☒ Yes / No
Missing Payments:

Notes: \$25 fee for title docs

Date referred to Building Inspector: _____ Inspection Date(s): Feb 14/22

Building Inspection: Pass / Fail (Attach Report)

Remedial measures required:

Public Works confirmation of Notice Sign erected within 10 Days of Application? Yes ☒ / No ☐



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Date referred to CAO: Jan 21/22

Date of Notice in newspaper:

Name of Newspaper:

(Must be advertised at least 3 days and not more than 14 days prior to date for CAO consideration of permit)

Date for Consideration of Permit Application: _____

Any neighbour opposition? Yes / No (Attach comments received during notice period).

CAO Approval: Yes / No (If no, applicant aware of deadline for appeal to Council within 30 days?)

If yes, proof of insurance received per Insurance, Release and Indemnity Agreement?

(Minimum \$5M and Lions Bay named as additional insured)

☐ / No ☐

Yes

☐ / No ☐

If yes, \$2,500 security for term of TUP received?
of Security:

Yes Form

If yes, Insurance, Release and Indemnity Agreement signed?

Yes / No

If yes, TUP Fee of \$1,000 received? Yes / No

If yes, CAO to forward information to lawyers to file Form 17 in LTO per section 503 of *Local Government Act*.

Date of registration: _____

File diarized to: _____ (3 months prior to expiry).

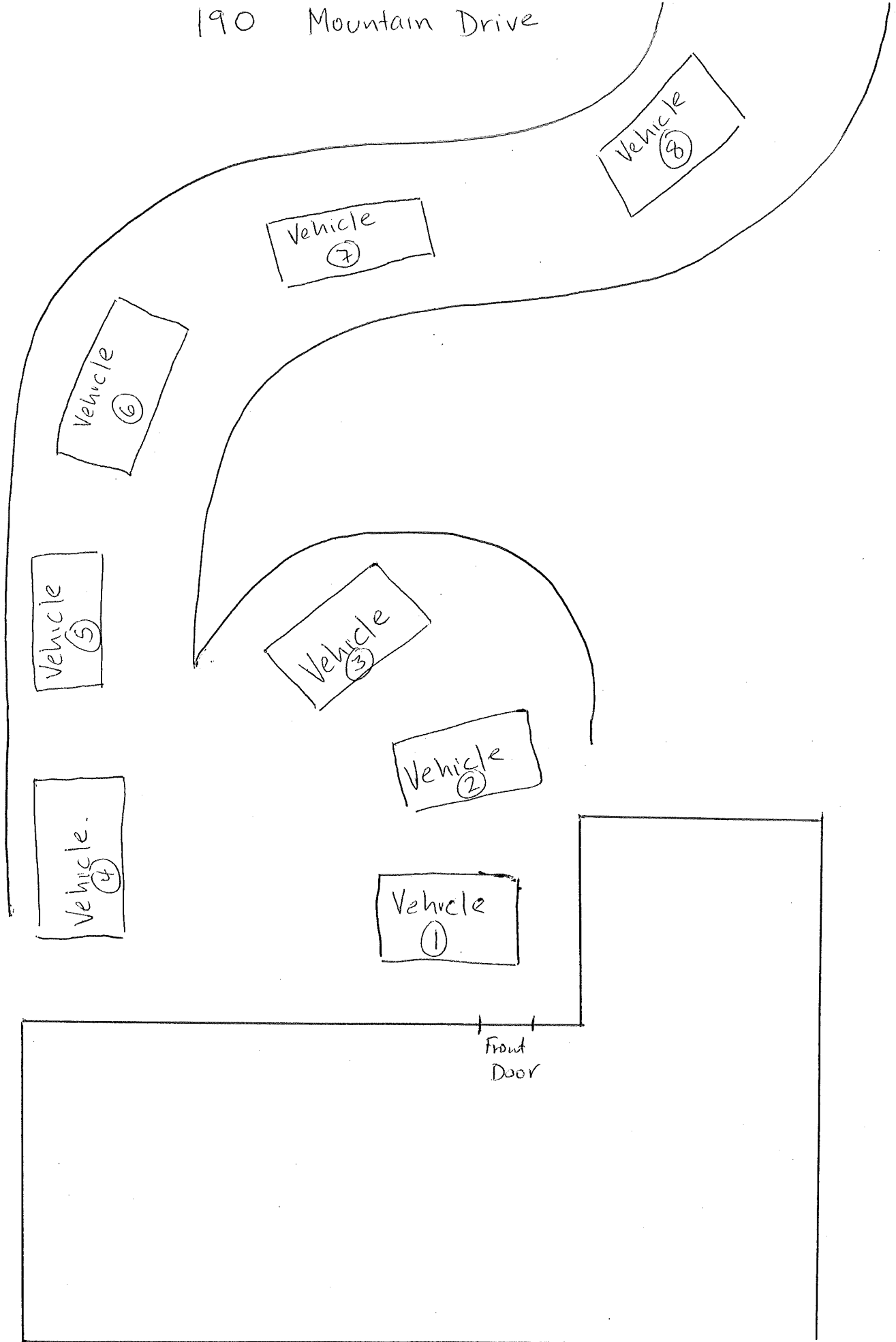
If applicable:

Referral to Council: ☐ / No ☐ Yes If yes, Council meeting date:

Council Approval: ☐ / No ☐

Yes

190 Mountain Drive





THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

INSURANCE, RELEASE AND INDEMNITY AGREEMENT

THIS AGREEMENT dated for reference [date]. Jan 16, 2022.

BETWEEN:

VILLAGE OF LIONS BAY, a municipality duly incorporated under the laws of British Columbia and having an address at 400 Centre Road, Lions Bay, BC, V0N 2E0 (the "Municipality").

AND:

[REDACTED]
[NAME OF APPLICANT(S)], being the owner of 190 Mountain Dr., Lions Bay, BC, (the "Owner").

WHEREAS:

- A. The Owner has applied to the Municipality for a Temporary Use Permit for Short-Term Rentals at 190 Mountain Drive, Lions Bay, BC (the "Property");
- B. The Municipality has adopted Policy POL-1702 providing guidance for staff, elected officials and property owners regarding applications for Temporary Use Permits (TUPs) for Short Term Rentals (STRs); and
- C. The Owner has agreed to grant this indemnity and release to the Municipality as a condition of issuing the Temporary Use Permit.

NOW THEREFORE, in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the Municipality and the Owner agree as follows:

NATURAL HAZARD

1. The Owner acknowledges that the Property is situated within a Natural Hazard Assessment Area, as defined in the report titled "The Village of Lions Bay: A Natural Hazards Assessment Area Strategy for Coastal, Creek and Hillslope Hazards" prepared by Cordilleran Geoscience dated June 25, 2018, which report can be viewed at the Village of Lions Bay website:
https://www.lionsbay.ca/sites/2/files/docs/related/lions_bay_nhaa_final_v5maps.pdf



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(the "Report"), and may be at risk of such natural hazards as debris flow, debris flood, slope failure, landslide, rockfall and wildfire (collectively, the "Natural Hazards"). The Owner confirms that they have viewed the Report and have a full understanding of the scope and risk of the potential Natural Hazards affecting the Property.

2. Pursuant to the Temporary Use Permit, the Owner is fully responsible for notifying all prospective STR tenants of the risk of Natural Hazards and for directing STR tenants to the Municipality's website for information about the Natural Hazards in the area.
3. The Owner is fully responsible for the safety of the Property, the safety of STR tenants, and the suitability of the Property for its intended use. The Municipality makes no representations or warranties about the safety of the Property from Natural Hazards.

RELEASE AND INDEMNITY

4. In this Agreement, the following terms have the following meaning:
 - a. "Claims and Expenses" includes all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, expense, injury or death; and
 - b. "Municipal Parties" means the Municipality, its employees, officers, volunteers, contractors and elected officials.
5. The Owner hereby releases the Municipal Parties from all Claims and Expenses that may occur as a result of the use of the Property for STR purposes, including but not limited to one or more of the following:
 - a. the issuance of the Temporary Use Permit;
 - b. a Natural Hazard event;
 - c. failure of the Owner to notify Property occupants of the risk of Natural Hazards;



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- d. the condition of the Property;
 - e. a negligent act or omission of the Owner or those for whom the Owner is at law responsible; and
 - f. a negligent act or omission of an STR tenant.
6. The Owner shall indemnify the Municipal Parties against all Claims and Expenses that the Municipal Parties may incur as a result of the use of the Property for STR purposes, including but not limited to one or more of the following:
- a. the issuance of the Temporary Use Permit;
 - b. a Natural Hazard event;
 - c. failure of the Owner to notify a Property occupant of the risk of Natural Hazards;
 - d. the condition of the Property;
 - e. a negligent act or omission of the Owner or those for whom the Owner is at law responsible; and
 - f. a negligent act or omission of an STR tenant.
7. The Owner shall reimburse the Municipality for all costs (including legal and consultant fees) incurred by the Municipality to enforce this Agreement.
8. Sections 5, 6 and 7 will survive the expiration or the earlier termination of the Temporary Use Permit.

INSURANCE

9. The Owner shall:
- a. as a condition of issuing the Temporary Use Permit, obtain; and
 - b. at all times during the term of the Temporary Use Permit, maintain in good standing,



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a general commercial liability insurance in connection with the uses permitted in the Temporary Use Permit, in the amount of not less than \$5,000,000.00 per occurrence, in the form and substance acceptable to the Municipality.

10. Without limiting section 9, the insurance policy must:

- a. add the Municipality as an additional insured;
- b. contain severability of interest and cross-liability endorsements satisfactory to the Municipality;
- c. contain a waiver of subrogation against the Municipal Parties, in the form satisfactory to the Municipality;
- d. be a primary, non-contributing policy relative to any insurance carried by the Municipality;
- e. stipulate that the policy will not be cancelled or materially amended without a prior 30-days' written notice to the Municipality; and
- f. have a deductible in an amount acceptable to the Municipality.

11. The Municipality reserves the right to require the Owner to increase or amend the insurance, or obtain a different type of insurance, as necessary to reflect insurance that a prudent owner would obtain for similar uses in similar circumstances in British Columbia.

12. The Owner acknowledges that any requirements by the Municipality as to the amount of coverage under any policy of insurance will not constitute a representation by the Municipality that the amount required is adequate. The Owner is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Owner from responsibility for any amounts which may exceed these limits, for which the Owner may be legally liable.

13. The requirement to obtain and maintain insurance is without prejudice to the Owner's obligation to indemnify the Municipal Parties.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

14. The Owner is solely responsible for all deductible amounts including all claim expenses incurred and policy premium payments.

GENERAL

15. This Agreement will be governed by the laws and statutes of the Province of British Columbia, and the British Columbia courts will have jurisdiction.
16. This Agreement is without prejudice to the Municipality's rights and obligations as a governmental authority under the *Community Charter*, the *Local Government Act* and other enactments.
17. The Municipality's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the Municipality at law or in equity.
18. Failure of the Municipality to enforce this Agreement will not constitute a waiver of any obligation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Signed on Jan 16, 2022 by the authorized signatories of the VILLAGE OF LIONS BAY:

Mayor

Corporate Officer

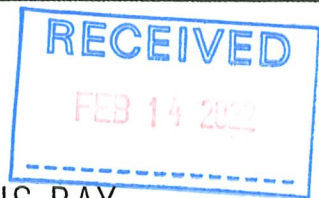
Signed on Jan 16, 2022 by _____ [Owner] in the presence of

[Witness]:

Witness

Ad

Occupation of Witness



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

BUILDING OFFICIAL REPORT

Site Address: 190 MT DRIVE Building Permit #: TVP 3080-20-07 Roll#: _____

Permit Issued To: _____ Date Permit Issued: _____

Approvals, Documents & Letters Required On Site

- | | |
|---|--|
| ☐ Building Permit Drawings | ☐ R P Letters of Assurance, Schedule: _____ |
| ☐ Rough-In/Final Electrical Approval | ☐ R P Field Memo/Letter |
| ☐ FPO Approval | ☐ P. Eng.'s Sealed Truss Drawings/Repair Drawings |
| ☐ Mechanical Ventilation Checklist | ☐ P. Eng.'s Compaction Letter |
| ☐ Certificate of Insulation | ☐ BCLS Forms Survey |
| ☐ Plumbers' T.Q. # _____ | ☐ Other: _____ |

Forms

- ☐ Pass ☐ Rejected ☐ Not Ready ☐ Footings ☐ Walls ☐ Stair ☒ Other

Dampproofing & Insulation

- ☐ Pass ☐ Rejected ☐ Not Ready ☐ Crawl ☐ Slab ☐ Other

Frame

- ☐ Pass ☐ Rejected ☐ Not Ready ☐ Sheathing/Envelope ☐ Other

Insulation

- ☐ Pass ☐ Rejected ☐ Not Ready ☐ Attic Blow In Letter Approved ☐ Attic ☐ Walls
☐ Crawl Space

Re-Inspection Required Upon Correction of Items Listed Below:

- ☐ Re-Inspection Fee Required ☐ Renewal of Building Permit Required ☐ Secondary Suite

S.T.R.

① INSTALL PICKETS 4" O/C TO EXTERIOR

STAIR TO LANDING.

PLEASE RECALL WHEN READY

Final Inspection

- ☐ Pass ☐ Rejected ☐ Not Ready

Dave Duh
Signature of Building Official

14 FEB 2022
Date:

To schedule an inspection, please contact:

Village Office: PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0 Tel: 604-921-9333; Fax: 604-921-6643

Email: building@lionsbay.ca



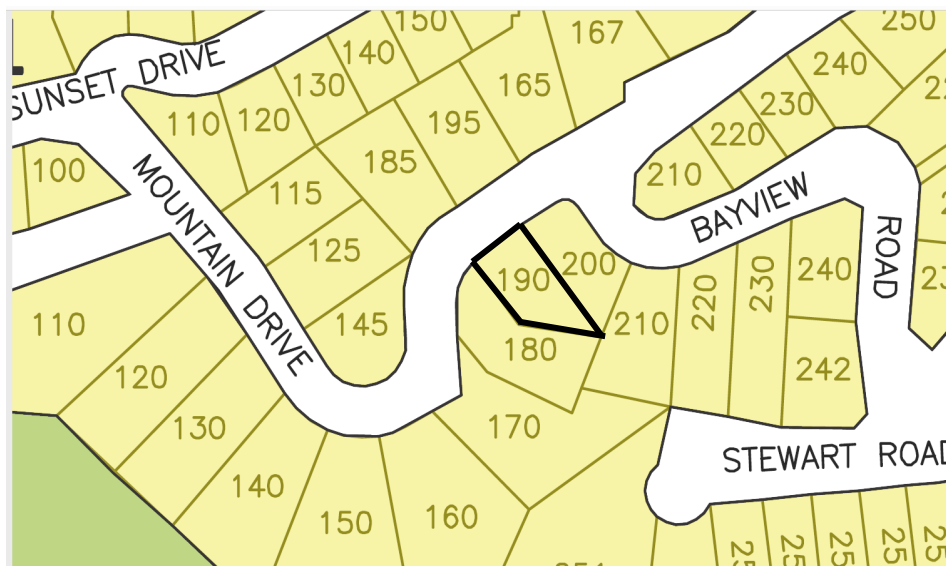
NOTICE

CONSIDERATION OF TEMPORARY USE PERMIT NO.3080.20.07

The Village of Lions Bay (the "Municipality") is considering issuing Temporary Use Permit No. 3080.20.07 (the Permit) for the property located at **190 Mountain Drive** and more particularly known and described as:

PID: 007-893-345
Lot 25, Block A, District Lot 1814, Plan 14230
(the "Lands")

The Lands are shown in bold outline on the map below.



PURPOSE:

In general terms, the purpose of the proposed permit is to authorize Short Term Rentals on the Lands, pursuant to section 4.6 of Part IV of Zoning and Development Bylaw No. 520, 2017, as amended.

INSPECTION OF DOCUMENTS:

A copy of the proposed permit may be inspected at the Reception Desk of Municipal Hall at 400 Centre Road, Lions Bay, BC, during regular office hours of 10:00 a.m. to 4:00 p.m., from Monday to Friday, excluding statutory holidays, or online at lionsbay.ca under "Planning and Development Services".

WRITTEN SUBMISSIONS

The Council of the Village of Lions Bay has delegated its authority to issue temporary use permits to the Chief Administrative Officer ("CAO"), who will consider issuing Temporary Use Permit No.3080.20.07 on March 28, 2022 at 4 pm. Before deciding whether or not to issue the Permit the CAO will consider written submissions on matters relevant to the issuance of the Permit, from persons who believe their interests may be affected by the Permit.

Comments may be submitted using the online Comment Form on the webpage noted above, or submitted via email to cao@lionsbay.ca, or via regular mail or in person at the Village Office, PO Box 141, 400 Centre Road, Lions Bay, BC, V0N 2E0, addressed to "CAO-TUP" and submitted **by 4 pm on Friday, March 25, 2022.**



VILLAGE OF LIONS BAY

TEMPORARY USE PERMIT TUP NO. 3080.20.07

ISSUED TO:

Owner: Registered Owner
Address: 190 Mountain Drive, Lions Bay, BC
Agent (if applicable): <i>per application</i>

(hereafter the Permittees)

1. This Temporary Use Permit ("TUP") is issued subject to compliance with all of the bylaws of the Village of Lions Bay ("the Municipality") applicable thereto, except those specifically varied or supplemented by this TUP.
2. This TUP is not a building permit. All buildings and structures over 10 square meters require a building permit.
3. This TUP applies to those lands within the Village described below and any and all buildings, structures, and other development thereon (the "Subject Property"):

PID: 007-893-345

Lot 25, Block A, District Lot 1814, Plan 14230

The Subject Property is identified on the Subject Property Map, attached as **Schedule 1** and forming a part of this TUP.

4. In addition to the existing provisions of Zoning and Development Bylaw No.520, 2017 as amended from time to time, or any bylaw replacing Bylaw No. 520, the Permittee may use the Subject Property for short term rental ("STR") use for the temporary commercial accommodation of paying guests for periods of less than one month.
5. If the Subject Property is within a Natural Hazard Assessment Area, as defined in the report titled "The Village of Lions Bay: A Natural Hazards Assessment Area Strategy for Coastal, Creek and Hillslope Hazards" prepared by Cordilleran Geoscience dated June 25, 2018 (the "Cordilleran Report"), the Permittee must provide potential STR guests with a written notice that the property is in a Natural Hazard Assessment Area

and may be at risk of hazards, including debris flow, debris flood, slope failure, landslide, rockfall and wildfire (collectively, the “Natural Hazards”). The Cordilleran Report can be viewed at the Village of Lions Bay website:
https://www.lionsbay.ca/sites/2/files/docs/related/lions_bay_nhha_final_v5maps.pdf

Example Notice:

“The property is within a Natural Hazard Assessment Area, which means that there is an unquantified risk that a natural hazard may occur during your stay. Possible hazards include debris flow, debris flood, slope failure, landslide, rockfall and wildfire. For more information on these hazards, potential guests can refer to the Municipality’s website at: https://www.lionsbay.ca/sites/2/files/docs/related/lions_bay_nhha_final_v5maps.pdf”.

6. The temporary use permitted under section 4 of this TUP shall be subject to the following conditions:
 - a) The Permittee shall deliver to the Village an executed Insurance, Release and Indemnity Agreement, in the form provided by the Village;
 - b) The Permittee shall obtain and maintain the insurance required by the Village, as contemplated in the Insurance, Release and Indemnity Agreement;
 - c) The number of STR guests at any one time shall not exceed ten [10], based upon rental of the entire principal residence to one party;
 - d) All parking for STRs must be provided on the Subject Property. The number of guest vehicles shall not exceed the number of guest vehicle parking spaces on the parcel, having regard to any parking spaces required for the Owner and/or Secondary Suite tenants;
 - e) Web listings for STRs shall specify the maximum number of guests and guest vehicles permitted on the Subject Property;
 - f) The Permittee shall notify guests that quiet times are between the hours of 10 pm and 8 am seven days per week and that the use of outdoor areas, hot tubs and swimming pools are restricted accordingly. A notice outlining quiet hours shall be posted in each short term rental unit;
 - g) No signs indicating the STR use are permitted on or off the Subject Property;
 - h) No building or land alteration in conjunction with the STR use may occur;
 - i) This TUP is non-transferable; and
 - j) If food is being served by the Permittee to STR guests, the Permittee must obtain and maintain all of the applicable permits and authorization from the relevant government authority to serve food.
7. Any costs incurred with respect to the requirements of this TUP will be at the sole cost of the Permittees.

8. The Subject Property described herein shall be used in strict accordance with the terms and conditions and provisions of this TUP.
9. Security in the form of a cash deposit, bond, irrevocable letter of credit or similar instrument satisfactory to the Municipality in the amount of \$2,500 is required in conjunction with the issuance of a TUP for STRs. This security may be drawn upon by the Municipality for:
 - a. Remedying any violation of the temporary use permit, a Municipal bylaw or the Insurance, Release and Indemnity Agreement;
 - b. Enforcing the temporary use permit, a Municipal bylaw, or the Insurance, Release and Indemnity Agreement;
 - c. Recovering any fine levied or judgment obtained against the Permittee; and
 - d. Reimbursing the Village for legal and other expenses incurred in connection with enforcing the temporary use permit, a Municipal bylaw, or the Insurance, Release and Indemnity Agreement.

If drawn upon by the Municipality, this security shall be replenished by the Owner within 30 days upon request.

10. Any application to amend this TUP shall be considered a new temporary use permit application.
11. In accordance with section 497(2) of the *Local Government Act*, the Permittee may apply to renew this TUP for a maximum of 3 years.
12. This TUP expires on [Insert date. One year from date of issuance.]

ISSUED THIS _____ DAY OF _____, 2022.

Peter DeJong
Chief Administrative Officer

Schedule 1

