

Aurora, Ontario L4G 6J1

229 Industrial Pkwy N TOWN OF AURORA LICENSEE CODE OF CONDUCT, 905-727-3123 ACKNOWLEGEMENT AND DECLARATION www.aurora.ca Bylaw Services

Please read carefully below:

l,	(full name), am the owner of the property located at
	(the "Property"), and I understand, agree,

and acknowledge that:

1. Statutory Declaration

- a. The Property is used and held primarily for residential purposes, as required by the Town of Aurora (the "Town") Short-Term Rental By-law No. 6426-22, as amended (the "Short-Term Rental By-law"). I understand that using the Property for commercial purposes, or purposes similar to that of a hotel, is prohibited.
- b. I will immediately inform the Town in writing if I no longer hold title to the Property, or if any other information contained within this declaration changes.
- c. I will notify the Town in writing of any cancellation or variation to the insurance coverage for the Property.
- d. This declaration is made in support of my application for a licence for the occasional use of the property for short-term rentals (the "Licence") in accordance with the Short-Term Rental By-law, and for no other purpose.

2. Short-Term Rental Licensing Terms

- a. The Property shall be operated in accordance with the Short-Term Rental By-law and all applicable laws and legislative instruments, including any municipal By-laws of the Town.
- b. A copy of the Licence must be posted inside the Property, visible for inspection by renters at all times.
- c. I am not permitted to and will not rent any part of the Property other than those identified on the Licence, based on the documentation and site diagram submitted to the Town.
- d. I shall be responsible for contraventions of any laws or regulations, including municipal By-laws, by individuals using the Property and may be subject to demerit points, fines, or other enforcement measures in relation to any such contraventions.
- e. The Town may carry out inspections of the Property for the purposes of:
 - i. determining compliance with any municipal By-laws,
 - ii. verifying complaints received under a By-law, and
 - iii. verifying compliance with an Order or Licence.
- f. I am responsible for renewing the Licence by submitting the required application and supporting documents prior to the expiry date of the Licence.
- g. I will inform the Town in writing of any changes to the Property that affect any information or terms of the License, the use of the Property as a Short-Term Rental, or have the potential of increasing any risk hazards to the users of the Short-Term Rental, within seven (7) days of such changes.
- h. False or misleading information submitted to the Town may result in the revocation of the Licence and further enforcement actions.
- i. Without liming anything else, I am responsible for ensuring that the Property and any activities on the Property are at all times in full compliance with all applicable Town By-laws, including but not limited to, the Noise By-law No. 6381-21, the Outdoor Burning By-law No. 5111-09, the Clean Communities By-law No. 6257-20, and the Parking By-law No. 4574-04. T.



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j. The Property must have operating smoke alarms and, if applicable, carbon monoxide detectors, in accordance with the Ontario Fire Code. I will test these alarms at least quarterly every year to ensure they are operational, and I will maintain a written log of all such inspections. I will also request that any renters immediately notify me if any alarms are not functioning properly.

3. Property and Application Information

- a. I, as the owner of the Property, have read and fully understand the requirements of the Short-Term Rental By-law, which governs the licensing, regulation, and governance of short-term rentals in the Town.
- b. I have provided to the Town, and undertake to continue to provide, all of the required information needed for the Licence, including the legal description, civic address, and contact information for all owners of the Property and of any other persons responsible for the Property.
- c. The short-term rental of the Property is not prohibited by any covenants, conditions, restrictions, or applicable rules that apply to the Property, and I have notified the relevant parties and obtained permission, where required.
- d. I have read and fully understand the provisions of the Demerit Point System in the Short-Term Rental By-law, Schedule A.
- e. I have paid all property taxes, fees, and fines owed to the Town as of today's date.
- f. The information provided in my Licence application is accurate, including the number and location of bedrooms to be rented on a short-term basis, which do not exceed the limitations set out in the Short-Term Rental By-law.
- g. The Property has all required health and safety features, including fire extinguishers, smoke detectors, and carbon monoxide detectors, which are fully charged, operational, and easily accessible.
- h. I will ensure that a responsible person is available 24/7 at the phone number provided and will respond within two (2) hours to any calls related to the Property.
- i. I will provide full access to the Property and all relevant documents for inspection during normal business hours, or, when the Property is rented, then upon request by the Town's Municipal Enforcement Officer, Chief Fire Official, Building Inspector, or Licensing Officer.
- j. I will keep all licences, documents, diagrams, and permits up to date and ensure no alterations are made without the Town's prior written approval.
- k. I will ensure that at all times there is no more than one (1) short-term rental on the Property.
- I. The occupancy of the Property shall not exceed the number of individuals listed on the Licence, and in no case exceed six (6) overnight guests.
- m. I will ensure that, at all time, there are no more than the permitted maximum number of bedrooms on the License, and in no case more than three (3) bedrooms, being rented at the Property.
- n. I will provide at least one off-street parking spot for every bedroom that is rented at the Property.
- o. There will be no sleeping accommodations within any vehicle, tent, or accessory building while the Property is used as a short-term rental.

4. Agreement and Acknowledgement:

- a. I will ensure that all short-term rental activity at the Property complies with all relevant laws, and I will provide all renters of the Property with copies of all relevant policies and By-laws.
- b. I understand that my Licence must be prominently posted in all advertisements for the shortterm rental of the Property.



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- c. I understand that a Licensing Officer has the authority to issue, renew, suspend, or revoke a Licence and impose terms and conditions on it.
- d. I acknowledge that I am responsible for any violations or illegal activities on the Property, whether committed by me, my agent, guests, or others, and that such violations may result in penalties, loss of Licence, or other significant actions.
- e. I understand that if there is found to be a contravention of the Short-Term Rental By-law, a Demit Point(s) may be added to my licence, and/or my Licence may be suspended or revoked.
- f. I understand that violations of the Short-Term Rental By-law are offences under the *Municipal Act, 2001*, as amended, and that a Demerit Point System has been established for suspending or revoking Licences.
- g. I understand that the Town will not be liable whatsoever for any economic or other losses resulting from or in relation to enforcement actions taken under the Short-Term Rental By-law.
- h. I agree that I may not make any claims against the Town in relation to decisions regarding the Licence, including its issuance, suspension, revocation, or conditions attached to the License.
- i. I agree to ensure the health, safety, and well-being of all guests and persons on the Property.
- j. I acknowledge that my personal information is being collected, and I consent to my personal information being shared with third parties for the purposes of implementing the licensing regime, and for administering and enforcing the Short-Term Rental By-law, and that this information will be posted on the Town's public website.

I, the undersigned, hereby acknowledge that I have read and fully understand the entirety of this document, and the all of the terms of the Town's Short-Term Rental By-law. I confirm that I am aware of my responsibilities, obligations, and legal requirements as the owner of the Property referenced in this document.

By signing below, I further acknowledge that I have had the opportunity to ask any questions and seek clarification, including independent legal advice, on any aspects of this document, and I expressly accept the terms as written.

I understand that this acknowledgment signifies my agreement to comply with all requirements set forth in this document and the relevant By-laws of the Town of Aurora.

Property Owner's Signature

Witness' Signature Name:

Date

Date

Personal information on this form is collected pursuant to the <u>Municipal Freedom of Information and Protection of</u> <u>Privacy Act</u> to administer the short terms rental program. For more information, please visit <u>www.aurora.ca/privacy</u>.