

LEASE AGREEMENT

THIS TENANCY AGREEMENT dated as of the _____ day of _____, 20____.

BETWEEN the "Landlord":

**Waterloo Residences Inc.
64 Marshall Street
Waterloo, Ontario
N2J 2T4**

AND: _____ (the "Tenant")

AND: _____ (the "Guarantor(s)")

Note: This is the legal name and address of the Landlord to be used for the purpose of giving notices or other documents under the R.T.A. and this lease. Tenant acknowledges the name and address of the Landlord are subject to change and in such event, the Tenant will direct notices accordingly to the new Landlord.

1. **RENTED PREMISE:** The Landlord agrees to Rent to the Tenant and the Tenant agrees to Rent from the Landlord.

Unit #: _____ Room #: _____ Address: 64 Marshall Street, Waterloo, Ontario, N2J 2T4

Hereinafter referred to as the Rented Premises, and the following parking privileges for private passenger automobile (s).

PARKING: _____ (specify number of spaces, refer to paragraph 10. A) of this Agreement for Parking Arrangements)

2. **COVENANTS:** The Tenant agrees to abide by the covenants, agreements, and all provisions of this Agreement. It is agreed that the Landlord shall be entitled to enforce the provisions of this Agreement against the Tenant in a Court or Tribunal of competent jurisdiction in the event of a breach of performance thereof by the Tenant and the Landlord shall have the right to re-enter the Rented Premises and obtain vacant possession thereof in the event of non-payment of rent or breach of any of the covenants, agreements, or provisions of this Agreement by the Tenant.
3. **TERM:** The Tenant shall occupy the Rented Premises, subject to the present Tenant vacating, for a term beginning on the:
1st day of September, 2012 at 1:00 pm and ending the 3rd last day of August, 2015 at 1:00 pm, a three year term.

Notwithstanding, the Tenancy term is for three years (3 years) and does not end until August 28, 2015, the Tenant may without penalty:

**Give written notice up until January 31, 2013, to terminate the Tenancy as of August 28, 2013.
Give written notice up until January 31, 2014, to terminate the Tenancy as of August 28, 2014.**

If the landlord is unable to give possession of the Rented Premises on the commencement of the term for any reason, including, but not limited to construction delays or an over holding tenant, the Landlord shall not be subject liable to the Tenant or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall be abate until possession of the Rented Premises is offered by the Landlord to the Tenant. Failure to give possession at the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement. This Agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually occupies the Rented Premises.

4. **RENT (a)** The Tenant agrees to pay the landlord, at the Landlord's office or such place as directed in writing from time to time by the Landlord:

For Rented Premises per month: \$ _____

Rental cheques are payable to: **Waterloo Residences Inc.**

Rent paid by anyone other than the Tenant named in this agreement shall be deemed paid on behalf of the Tenant.

(b) (i) The rent amount specified in 4(a) includes a 2% discount when rent is paid no later than the 1st of each month which shall be apply during the initial term of this Agreement. When rent is paid after the due date the Tenant shall pay the sum of the monthly rent in 4 (a), divided by 0.98. Arrears of rent shall bear interest rate of 2% per month compounded monthly which is 26.82% per annum, calculated from the date following the date upon which the rent is due until paid and such interest shall be deemed as rent herein.

(ii) The Tenant here by grants permission to the Landlord to record and use personal information about the Tenant obtained during the course of the tenancy for the purposes of enforcing any term of this Tenancy Agreement, including collection of moneys owed to the Landlord. As well as obtaining a Customer Report in the event the Tenant is in arrears of rent, in breach of this agreement, or wishes to renew this Tenancy Agreement. The Landlord has the right to transfer such information to a database of tenant information, to be made available to the Landlord or its Agents.

(iii) All payments herein are to be made by cash, money order or certified cheque, unless otherwise directed by the Landlord, made out to **Waterloo Residences Inc.** If the Monthly Rental is paid by cheque and the cheque is not honoured at the bank upon which it is drawn, the Tenant shall pay the Landlord, in respect of the dishonoured cheque, the sum of \$30 as a service and administrative charge for each such cheque in addition to the aforementioned Monthly Rental.

(c) The Tenant agrees to pay the sum of \$625.00 (Six Hundred and Twenty-Five Dollars), upon signing of this lease as prepaid rent to be applied towards the last month's rent used at the end of the term of this lease.

(d) The tenant agrees to make an additional \$200 key deposit to the Landlord, as insurance for the return of the key from the Rented Premises, which shall be reimbursed to the Tenant upon the termination of the lease if the key is returned.

(e) It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals thereof has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience the Tenant may experience as a consequence of the Landlord carrying out its statutory obligations pursuant to the R.T.A. or any other provincial, federal or municipal legislation and therefore the Tenant shall not seek damages or any abatement of rent in such circumstances.

5. **UTILITIES:** The tenant, in addition to the Monthly Rental, agrees to pay the following services applicable to the Rented Premises: **Specify YES/NO**

Electricity: _____ **Phone/Cable:** _____ **Internet:** _____ **Water (Hot/Cold):** _____ **Gas/Heating:** _____

The Tenant shall exercise reasonable care and diligence in the use of any utility supplied by the Landlord. The Tenant acknowledges that payment of charges by the Tenant for services as shown above constitutes a rental obligation of the Tenant and any unpaid charges may be collected as rent; furthermore, any money paid by the Tenant to the Landlord, even when specifically identified by the Tenant as "rent", may first be applied by the Landlord to any unpaid charges for the above services, and the Landlord shall have the same remedies in respect of a resulting shortfall in rent as in the case of non-payment of rent.

6. **USE:** (i) The Tenant agrees to use the Rented Premises as a residential dwelling and for no other purpose whatsoever.

(ii) The Tenant agrees not to conduct, permit, or suffer any act or activities on or about the Rented Premises for which consideration would normally be payable, including but not limited to activities such as the operation of babysitting or child care services, or the operation of any other business or commercial use. Specifically, the Tenant shall at no time seek compensation from the Landlord, howsoever arising, in respect of any interruption to any economic activity engaged in by the Tenant or members of the Tenant's household at the Rented Premises.

(iii) The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed in this Lease Agreement unless authorized by the Landlord in writing. The Landlord shall be deemed not to have Notice of such occupancy unless the Tenant complied with this term.

7. **CARE OF RENTED PREMISES:** The tenant agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for the costs of repair of damage to the Rented Premises or residential complex caused by the wilful or negligent conduct of the Tenant, other occupants of the Rented Premises or persons who are permitted in the residential complex by the Tenant. The Tenant is responsible for changing light bulbs, resetting breakers, unclogging toilets and unplugging sink drains. The Tenant shall not make any alterations including paint, wallpaper, nails or hang pictures without the Landlord's prior written approval and shall upon termination of the tenancy, remove any alterations and decoration and restore the Rented Premises to the same condition as it was in on the date of commencement of this Tenancy Agreement, reasonable wear and tear excepted.

The Tenant will be required to fill out a "**Pre-Move-In Inspection**" form prior to occupancy and submit it to the Landlord for review within 24 hours of move. If the "Pre-Move-In Inspection" form is not submitted to the Landlord within the time specified, then it will be assumed that the unit is in "pristine condition" and any future damages to the unit the Tenant will be responsible for.

8. **REPAIRS:** In the event of a breakdown of the electrical or mechanical systems, the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs with reasonable diligence. A written notice to the Landlord must be given for any repair or maintenance requests. Only employed contractors of the Landlord are allowed on the Rented Premises for repair or maintenance. The Tenant shall allow the Landlord reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake.

9. **RIGHT OF ENTRY:** The Tenant agrees that the Landlord, at the Landlord's sole discretion, shall be entitled to enter the Rented Premises for the purpose of making maintenance inspections, repairs and alterations, including renovations and pest control measures, regardless of whether the Tenant believes such inspections, repairs, renovations or measures are necessary, and the Landlord shall not be treated as a trespasser for the purpose of such entry; furthermore, the Tenant agrees that the Landlord may enter the Rented Premises in the manner specified under the R.T.A. for the purpose of exercising its rights to show or enter the unit hereunder or under the R.T.A. or to inspect such premises in preparation for a hearing before a court or tribunal. It is further agreed that the Landlord's exercise of a right of entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises

10. RULES AND REGULATIONS:

- A) PARKING:** Parking privileges are first come first serve basis. There are NO guarantees for parking spaces. A "Parking Rental Agreement" must be signed and submitted with full payment to the Landlord's office to secure a parking space.
- (i) Automobiles shall be parked only in such spaces which the Landlord may designate from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's automobile and the Tenant shall affix to the vehicle such identification as may be designated by the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of automobiles specified in paragraph 1 of this Tenancy Agreement. The Tenant shall not assign or sublet any parking space.
 - (ii) Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlord's property any commercial vehicle, recreational vehicle, trailer, boat or any other object.
 - (iii) In the event that the Tenant contravenes any of the provisions of sub-paragraph 10A.(i) or 10A.(ii) hereof, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or object, as the case may be, from the property of the Landlord at the Tenant's risk and expense. No action shall be taken against the Landlord in replevin, conversion, damages or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which he may incur in removing, storing or disposing of any vehicle, trailer, boat or object.
 - (iv) No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Landlord's property
 - (v) The Landlord accepts no responsibility of any Loss or Damages to vehicles, including contents that are parked on the Rental Premise. The Tenant is responsible to have their own insurance and up-to-date vehicle records.
- B) FIRE:**
- (i) The Tenant shall not do, bring or keep anything in the Rented Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the building or contents. The Tenant understands that if a fire occurs at fault of the Tenant, Subtenant, and Guests and the Rented Premises becomes uninhabitable, the Landlord will not be responsible for any compensation arising from the fire or provide alternate accommodations to the Tenant. The Tenant and Subtenant will be held responsible for all damages and the continuing obligation of this Lease Agreement.
 - (ii) Barbecuing on balconies or making of fires shall not be permitted in or about the Rented Premises. The Tenant shall not tamper with any carbon monoxide detectors, smoke alarms, heat detectors, or any part of the fire alarm system.
- C) NOISE:** The Tenant shall not cause, permit or suffer any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rented Premises by the Landlord or any other tenant.
- D) ACCESS:**
- (i) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises. Bicycles shall be kept only in areas designated by the Landlord.
 - (ii) The Tenant agrees not to permit or suffer any partition or fences to be erected on, in, or about the Rented Premises.
 - (iii) The Landlord shall have the right to limit access to the building by delivery services.
- E) PAINTING & ALTERATIONS:**
- (i) The Tenant shall not permit the painting of any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, or permit or make any alterations or changes in or about the Rented Premises without the prior written consent of the Landlord.
 - (ii) Wallpaper shall not be installed without prior written consent of the Landlord.
 - (iii) Spikes, hooks, screws, nails, or stick-on hangers shall not be put into or upon any woodwork of the Rented Premises.
 - (iv) No adhesive products or self-adhesive products shall be used within the Rented Premises, including, but not limited to: self-adhesive picture hangers, clothes hooks, refrigerator decorations and bathroom decals.
- F) ELECTRICAL LIGHT BULBS :** The Landlord shall furnish electric light bulbs in the fixtures and fuses in any panel box installed by the Landlord at the time the Tenant takes possession of the Rented Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall be responsible for ensuring that all electric light bulbs and fuses are in place and in an operable condition.
- G) SMOKE DETECTORS**
- The Tenant acknowledges receipt of smoke alarm maintenance information and agrees to immediately notify the Landlord in writing of any damage to or malfunction of any smoke detector supplied by the Landlord and the Landlord agrees to service same, provided:
- (i) The Landlord shall furnish a battery for each smoke detector requiring same at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant; and
 - (ii) If the malfunction is due to the Tenant's removal of or failure to replace the battery, or tampering or adjustments made thereto or removal thereof by the Tenant or his guests the Tenant shall reimburse the Landlord for any expenses incurred for replacement or servicing of the equipment and will be held liable for any potential damages incurred.

H) SHADES &

BALCONIES :

- (i) No awnings, shades, flower boxes, aerals, satellite dishes, or other items shall be erected over or placed outside windows, doors, balconies or inside patios. Balconies or patios shall not be used for the hanging or drying of clothes or for storage. No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises, and no Tenant shall permit or tolerate such act.
- (ii) Drapes, blinds and drapery tracks where provided by the Landlord shall not be removed. The Tenant shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, or other similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.
- (iii) The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the Landlord's satisfaction and the Tenant shall not install or place carpeting of any kind on the balcony.

I) SIGNS:

No signs, advertisements or notices shall be posted or inscribed on or in any part of the building by the Tenant.

J) PETS:

(i) The Tenant shall not permit a dog, cat or other animal, bird, reptile, or pet of any kind to be kept or allowed on, in, or about the Rented Premises. The Tenant shall indemnify and save the Landlord harmless from any claims arising from injury to any person or damage to any property in the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the buildings wherein the Rented Premises are situated. Failure by the Landlord to enforce this provision is not deemed a waiver of this provision and the Tenant hereby acknowledges that the Landlord is not stopped from enforcing this provision at any time.

(ii) The Tenant hereby accepts liability for any and all claims and actions initiated by the Landlord, another tenant, a future tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the building where the Rented Premises are situated.

K) VERMIN:

The Tenant shall keep the Rented Premises free from vermin and in so doing shall procure and pay for any professional pest control service which may be necessary from time to time and a failure by the Tenant to comply with this provision shall be deemed to constitute a consent that the Landlord may enter the premises for the purpose of exterminating any such vermin and any costs thereof shall be payable to the Landlord by the Tenant. The Tenant hereby further consents to entry of the Landlord or an agent of the Landlord for the purpose of treating the Rented Premises for pest control purposes.

L) GARBAGE:

All garbage shall be wrapped in plastic or disposable garbage bags and tied and sorted if required and placed in the areas designated by the Landlord and at such times which it may designate, all in conformity with Health regulations and any applicable recycling regulations. It is expressly agreed and understood, however, that garbage shall not be stored outside the Rented Premises or balcony at any time unless in facilities designated by the Landlord.

M) NOXIOUS

SUBSTANCES:

The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Rented Premises or any part of the residential complex or lands upon which the residential complex is situate. The Tenant shall be liable to indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substances, such question will be determined having regard to Ontario or federal law or by a person whom the Landlord believes to be an expert qualified to determine the question.

N. DEFECTS:

The Tenant shall give the Landlord prompt written notice of any accident or defects such as, without limiting the generality of the foregoing, defects or accidents involving water pipes and fixtures, gas pipes and fixtures, heating apparatus, tub surrounds, electric lights or any other installations and shall be liable for any damages caused by failure to give such notice.

**O. LAUNDRY
ROOMS:**

The use of the washing machines and dryers shall be subject to any rules, regulations or Notices posted or provided by the Landlord and no laundry shall be hung in, around, or about any portion of the Rented Premises. Water lines to the washer shall be shut off when the washer is not in use.

P. REPAIRS &

REPLACEMENTS:

Except if repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements in the Rented Premises caused by the wilful or negligent conduct of the Tenant or persons permitted in the Rented Premises by the Tenant, including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets and plugged sink drains.

Q.

REFRIDGERATORS:

Ice shall not be scraped from any surface and electric defrosters shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the hand can bear. Any damage to the refrigerator shall be paid for by the Tenant.

R. APPLIANCES:

The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any space heater, dishwasher, air-conditioner, washing machine, clothes dryer, and refuse compactor, without first obtaining the written consent of the Landlord and paying to the Landlord the required charge for the use thereof. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if such appliances require repair; further, any damages or break-down to such appliances after "Pre-Move-In Inspection" report shall be paid for by the Tenant.

S. MOVING:

(i) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord.

(ii) The Tenant shall not damage any part of the building or Rented Premises by moving furniture or other articles in or out and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.

T. LOCKS

(i) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the building including that of the door giving direct entry into the Rented Premises, provided the Landlord gives the Tenant replacement keys.

(ii) In the event the Tenant or his guest(s) locks himself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Premises.

U. GENERAL:

(i) The rules, regulations and posted notices governing the use of any additional services by the Landlord shall be observed and adhered to. Such services may include, but shall not be limited to, study rooms, games rooms, conference rooms, exercise rooms, recreational areas and similar services which are for the exclusive use of the Tenant.

(ii) The Tenant shall not violate, or permit or tolerate violation of any Federal, Provincial or Municipal statutes, laws, by-laws, or regulations.

(iii) If the Rented Premises are subject to the Condominium Act, the Tenant agrees to be bound by the Declaration, by-laws, rules and regulations of the Condominium Corporation and the said Act.

V. AMENDMENTS:

The Tenant covenants and agrees to comply with each of the rules and regulations herein and, upon notice, and any additions or amendments thereto.

11. **ASSIGNMENT OR SUBLETING:** The Tenant agrees not to lease, sublet or assign to another student any part of said premises without the advanced written consent of the Landlord. The Landlord shall not unreasonably refuse consent to sublet said premises. No assignment shall occur until the Tenant and Assignee have completed documentation (Sublet Agreement) reasonably required by the Landlord in respect of the assignment. In all cases, no consent to a sublet shall be granted by the Landlord unless the Tenant first provides to the Landlord a copy of an executed written sub-tenancy agreement specifying the date of termination of the sub-tenancy and specifying that the sub-tenancy agreement shall not be amended by the parties without first obtaining the written consent of the Landlord thereto. The Tenant acknowledges that, in the event the Rented Premises is sublet, the Tenant shall continue to be bound by all of the provisions of this Tenancy Agreement, including the obligation to pay rent, until such time as the tenancy is terminated. The Tenant further acknowledges that any subtenant must vacate the premises and the Tenant must deliver vacant possession of the Rented Premises upon termination of this Tenancy Agreement. It is acknowledged that any rent paid by the subtenant to the Landlord shall be deemed to be paid on behalf of the Tenant but only during the term of the sub-tenancy approved by the Landlord. All Sub-Tenants must fall under the same criteria as original Tenant, being a student and same gender, unless agree in writing by the remaining Tenants occupying the Rented Premises.

12. **ABANDONMENT OF PREMISES BY TENANT:** If rent is unpaid after the due date, and if it appears to the Landlord that the Tenant has vacated or abandoned the premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent the Rented Premises. The Rented Premises shall be deemed to have been vacated or abandoned if an inspection reveals the Rented Premises to be substantially barren of the Tenant's furnishing and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned. The Tenant agrees to pay to the Landlord any costs incurred for storage fees, redecorating and cleaning, in addition to any arrears of rent and damages and legal costs. Upon re-entry by the Landlord upon termination of the tenancy or upon the abandonment or vacating of the Rented Premises by the Tenant, or pursuant to a Court or Tribunal Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found at the Rented Premises or its environs in accordance with the provisions of the R.T.A.

13. **LIABILITY:** Landlord shall not in any event whatsoever be liable or responsible in any way for:

(i) any personal injury or death that may be suffered or sustained by the Tenant, an occupant, or any member of the Tenants' family, his agents or guests, or any other person who may be upon the Rented Premises or the premises of the Landlord; or

(ii) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenants' family or to any other person while such property is on the Rented Premises or on the premises of the Landlord; or

(iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or

(iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or mechanical break-down; or

(v) any damage caused by anything done or omitted to be done by any tenants of the Landlord; or

(vi) any damage to or loss of any property left in or on the Rented Premises or the premises of the Landlord subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other Tenants of the Landlord, or any other person; or

(vii) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", being such as but not limited to, the following: severe storm, lightning, flood, infestation of vermin or insects, etc.

14. TERMINATION OF TENANCY AT END OF TERM:

(a) IF EITHER THE TENANT OR THE LANDLORD DESIRES TO TERMINATE THE TENANCY AT THE END OF THE TERM OF THIS AGREEMENT, HE / SHE SHALL GIVE WRITTEN NOTICE IN ACCORDANCE TO PARAGRAPH 3 OF THIS LEASE AGREEMENT.

(b) A valid Notice of Termination of tenancy given by the Tenant shall be irrevocable upon receipt by the Landlord and shall not be withdrawn, rescinded or amended by the Tenant without the express written consent of the Landlord.

(c) If either party has given notice of termination of this Agreement or if the parties have agreed that the tenancy will be terminated, the Rented Premises may be shown to prospective tenants in accordance with the provisions of the R.T.A. Should the Tenant effectively deny the Landlord entry rights under the R.T.A. or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including but not limited to lost rent.

(d) In the event the Tenant is required by law or agrees to vacate the Rented Premises on or before a certain date and the Landlord enters into a Tenancy Agreement with a third party to rent the premises for a term commencing immediately after such date and if the Tenant fails to give the Landlord vacant possession of the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant shall (in addition to all other liability to the Landlord) indemnify the Landlord for all damages suffered thereby including, without limiting the generality of the foregoing, for all legal costs incurred by the Landlord on a solicitor and-client basis and for damages incurred by the incoming tenant in respect of such over holding.

(e) The Tenant agrees to vacate the Rented Premises by 1 o'clock p.m. on the final day of this Tenancy Agreement or any renewal thereof.

(f) After service of Notice of Termination, the Tenant shall arrange with the Landlord or his agent to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "**Outgoing Inspection Report**" will be deemed acceptance by the Tenant of the Landlord's copy of same.

(g) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord. Failure to comply with this provision shall render the Tenant liable to a lock replacement charge in addition to any other liability imposed upon the Tenant by this Agreement or by law.

(h) The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all personal furniture and refuse removed. Any furniture belonging to the Landlord shall be returned in the same condition before possession of unit. Any damages to the furniture, appliances, and rental unit shall be charged to the Tenant.

15. **INSURANCE:** The Tenant shall, during the entire period of this tenancy and any renewal thereof, be responsible for obtaining insurance for all of his/her personal belongings, furniture and chattels at his/her sole cost and expense.

The Tenant expressly agrees to indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in the Rented Premises, the use thereof by the Tenant, or occasioned wholly or in part by any act or omission of the Tenant, or by anyone permitted to be in the Rented Premises or the building by the Tenant.

16. **SEVERABILITY:** If any term, covenant, condition or provision of this Tenancy Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Agreement, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition, or provision of this Agreement shall be valid and enforced to the fullest extent of the law.

17. **RENATAL APPLICATION:** The Tenant acknowledges receipt of a copy of the Rental Application which is deemed to be incorporated herein and to form part of this Tenancy Agreement. The Tenant warrants the truth of all facts contained therein, and agrees that any misstatement or omission in the said Rental Application constitutes a material misrepresentation rendering this Tenancy Agreement voidable at the option of the Landlord.

18. **GUARANTOR'S LIABILITY:** In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and the Landlord, shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be a party to this Tenancy Agreement. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.

19. **OBLIGATIONS ARE JOINT AND SEVERAL:** Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of each party hereto. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all Tenants to this Agreement. ALL COVENANTS OF THE TENANTS HEREIN CONTAINED SHALL BE DEEMED TO BE JOINT AND SEVERAL OBLIGATIONS.

20. **ENTIRE AGREEMENT: The Tenant acknowledges that, prior to signing this Tenancy Agreement, the Tenant has read this Tenancy Agreement and consents to the terms, covenants, conditions and provisions herein.** This Tenancy Agreement and the Rental Application constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter hereof not contained herein. This Agreement may not be amended or modified in any respect except by written instrument.

IN WITNESS WHEREOF the parties hereto have executed these presents:

Per: _____ (Tenant)

Per: _____ (Landlord)

Authorized Signing Officer / Agent

Per: _____ (Guarantor)

RECEIPT OF TENANCY AGREEMENT:

I/We hereby acknowledge receipt of a fully executed copy of this Lease Agreement, herein this, _____ day of _____, 20_____.

I have authority to accept a copy of this Tenancy Agreement on behalf of myself and Guarantors named herein:

(Tenant)

Sign Name of Tenant Here

Print Name of Tenant Here