

Agreement to Lease Residential

Form 400
for use in the Province of Ontario

This Agreement to Lease dated this 22nd day of March 2013

TENANT (Lessee), Adam Robert Lake and Amy Melissa Cooke
(Full legal names of all Tenants)

LANDLORD (Lessor), Barry Friedman
(Full legal name of Landlord)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:

1037 Oak Lane South, Sharbot Lake, ON K0H 2P0

2. **TERM OF LEASE:** The lease shall be for a term of one year commencing April 1, 2014

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of

One thousand dollars

Canadian Dollars (CDN\$ 1,000.00),

payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance
(Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to Barry Friedman "Deposit Holder"

in the amount of \$2,000 - \$1,000 (already paid) - \$600 (repair work) = \$400.00

Canadian Dollars (CDN\$ 1,400.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the first and last month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for: single family dwelling

6. **SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input type="checkbox"/>	<u>N/A</u>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<u>N/A</u>	Condominium/Cooperative fees	<input type="checkbox"/>	<u>N/A</u>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:.....	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other:.....	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewerage Charges	<input type="checkbox"/>	<u>N/A</u>	Other:.....	<input type="checkbox"/>	<input type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S): AL

INITIALS OF LANDLORD(S):



7. **PARKING:** N/A

8. **ADDITIONAL TERMS:**

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s).....

Schedule 1

10. **IRREVOCABILITY:** This offer shall be irrevocable by.....until.....a.m./p.m on the.....
(Landlord/Tenant)

day of.....,20.....after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No.....(For delivery of notices to Landlord) FAX No.....(For delivery of notices to Tenant)

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given.

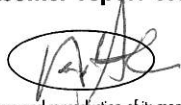
13. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

14. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

15. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

16. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S):



INITIALS OF LANDLORD(S):





17. **BINDING AGREEMENT:** This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Tenant or Authorized Representative)



DATE 03/22/13

(Witness)

(Tenant or Authorized Representative)



DATE 03/22/13

(Witness)

(Guarantor)



DATE

We/I the Landlord hereby accept the above Offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Landlord or Authorized Representative)



DATE

(Witness)

(Landlord or Authorized Representative)



DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at a.m./p.m. this day of, 20.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.

Co-op/Buyer Brokerage..... Tel.No.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Landlord)

..... DATE.....
(Tenant)

..... DATE.....
(Landlord)

..... DATE.....
(Tenant)

Address for Service.....

Address for Service.....

..... Tel.No.

..... Tel.No.

Landlord's Lawyer.....

Tenant's Lawyer.....

Address.....

Address.....

..... Tel.No. FAX No.

..... Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease: **Royal LePage Burloak Real Estate Services, Brokerage**
In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)



Schedule 1

1. **Tenants Insurance:** The Tenant shall during the entire Term hereof, at its sole cost and expense, take out and keep in full force and effect the insurance protecting the interests of the Tenant and the Landlord including:

(a) **"All Risks Coverage"** in an amount of not less than the full replacement cost of all property owned by the Tenant, or for which the Tenant is legally liable or installed by or on behalf of the Tenant, and located within the Building including, but not limited to, furniture, fixtures, installations, alterations, additions, partitions and all other Leasehold Improvements. Such insurance shall include a standard disputed loss agreement;

(b) **"Comprehensive General Liability Coverage"** including personal injury, broad form contractual liability, owners' and contractors' protective, contingent employers' liability, employers' liability, medical payments, products liability, completed operations, non-owned automobile liability, all coverages with respect to the Leased Premises. Such insurance shall contain severability of interests and cross-liability clauses;

(c) **"Tenant's Liability Coverage"** All Risks Tenant's Legal Liability insurance for the actual cash value of the Leased Premises including loss of use thereof;

(d) **Required Terms of Policy:** The following terms and conditions are applicable to the insurance policies specified under this paragraph:

(i) **Landlord to be Named as Insured:** the policies specified hereunder will name as insured, the Tenant and the Landlord;

(ii) **Waiver of Subrogation Rights:** the policies specified hereunder shall contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord, whether the damage is caused or contributed to by their act, omission or negligence;

(iii) **Non-Contributing Primary Policies:** all of the policies shall be non-contributing with and only apply as primary and not as excess to any other insurance available to the Landlord;

(iv) **Notification of Landlord of Default:** all of the policies shall contain an undertaking by the insurers to notify the Landlord, in writing not less than thirty (30) days prior to any change that reduces or restricts coverage, cancellation or termination.

(e) **Certificate of Insurance Coverage:** The Tenant agrees that certificates of insurance will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify

the Landlord in writing not less than thirty (30) days prior to any material change, cancellation or other termination thereof.

(f) **Loss or Damage:** Neither the Landlord nor the Landlord's agents (the Landlord") shall be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Leased Premises or damage to property of the Tenant or of others wherever located, whether or not resulting from (a) the negligence of the Landlord or those for whom they may in law be responsible; (b) the Landlord's failure to supply any services or utilities required by this Lease where the failure is beyond the Landlord's reasonable control; (c) the existence of any Hazardous Substances, which is or has been located, stored or incorporated in or on any part of the Building); or (d) the exercise by the Landlord of any of its rights under this Lease.

Without limiting the generality of the foregoing, the Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling ceiling fixtures and diffuser coverings, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Building, including pipes, sprinklers, appliances, plumbing works, roof, windows or the surface of any floor or ceiling of the Building or from any Lands adjoining the Building. In addition, the Landlord shall not be liable for any damage to or destruction of any negotiable instruments, cash or other valuable property belonging to the Tenant or others and stored or otherwise contained in the Leased Premises. All property of the Tenant kept or stored on the Leased Premises will be so kept or stored at the risk of the Tenant only and the Tenant shall indemnify the Landlord and save them harmless from any claims arising out of any damages to the same including, without limitation, any subrogation claims by the Tenant's insurers. The intent of this paragraph is that the Tenant (and all other Persons having business with the Tenant) is to look solely to its insurers to satisfy any claim which may arise on account of death, injury, loss or damage, irrespective of its cause.

(g) **Indemnification by Tenant:** The Tenant shall indemnify the Landlord and save them harmless from and against all loss, claims, actions, damages, costs, liability and expense in connection with loss of life, personal injury, damage to property (including any portion of the Building and its equipment, machinery, services and Leasehold Improvements) or any other loss or injury arising from or out of this Lease, or any occurrence on the Property or any part thereof, or the Tenant's occupancy of the Leased Premises, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be in the Leased Premises or the Building by the Tenant. If the Landlord is, without fault on its part, made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and pay all expenses and reasonable legal fees incurred or paid by the Landlord in connection with the litigation. The Tenant shall also pay all costs and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this Lease.