

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, Sharbat Lake, ON K0H 2P0

2. **TERM OF LEASE:** The lease shall be for a term of one year commencing April 1, 2013

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 \$2000 - \$1000 (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): BF



© 2011, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction of its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion.

Form 400 Revised 2011 Page 1 of 3

WEBForms™ Dec/2010

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)

(Seal)

DATE 03/22/13

(Witness)

(Tenant or Authorized Representative)

(Seal)

DATE 03/22/13

(Witness)

(Guarantor)

(Seal)

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)

(Seal)

DATE

(Witness)

(Landlord or Authorized Representative)

(Seal)

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 22nd day of March, 2013. B. Friedman
(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.....
..... Tel.No.

Address for Service.....
..... 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)

