Lease Agreement

The Lease Agreement © http://w	ww.kw4rent.com/			:	www.kw4ren	
Dated the day of _	, 20				<u>imo@kw4iem</u>	<u>com</u>
BETWEEN: Fir Villag 251 Lester Street, Waterlo						
	address of the Landlord to be used lress of the Landlord are subject to					
AND:	(Tenant)	AND:		(Guara	ntor(s))	
1. RENTED PREMISES	The Landlord agrees to rent to the 201 Lester St		agrees to rent from the Waterloo	e Landlord Ontario	N2L 3W3	
(Unit No.) (Room N	No.) (Address)		(City)	(Province)	(Postal Code)
enforce the provisions of th event of non-payment of ren	t agrees to abide by the covenants is Agreement against the tenant in int or breach of any of the covenance by the Rented Premises, subject to	n Court or Tribunal of co nts, agreements, or provis	mpetent jurisdiction ir ions of this Agreemer	n the event of a breach on the by the Tenant.	e Landlord shall be of performance the	e entitled to reof in the
, ,	r, 2012 and ending on the 31st d	, , ,	• ,		Pate accomodation	required:
without penalty	ies term is for three years and doe		•	- N	Toving IN - Toving OUT -	. required.
give written notice up until Jar	nuary 31, 2013, to terminate the nuary 31, 2014, to terminate the	Tenancy as of August 3	31, 2014.		nitials:	
give written notice up until Jan	nuary 31, 2015, to terminate the	Tenancy as of August 3	61, 2015.		Tenant	Landlord
delays or an over holding to do so. The rent shall be aba commencement of the term	give possession of the Rented Pre enant, the Landlord shall not be su ate until possession of the Rented a shall not in any way affect the va whether such Tenant actually occu	abject liability of the Ten Premises is offered by the alidity of this Tenancy Ag	ant or occupants and s e Landlord to the Ten greement. This Agree	hall give possession as ant. Failure to give pos	soon as the Landlo ssession at the date	ord is able to
	to pay the landlord, at the Landlor	rd's office or such place a	_	rom time to time by the	Landlord:	
	d Premises per month		\$ 670			
	yable to Fir Village Inc. used for the rent for the last mo	onth before the tenancy	ends. It is a violation	of the law to use it fo	r anything else.	
Rent paid by anyone other t	than the Tenant named in this agramount specified in 4(a) include	eement shall be deemed	oaid on behalf of the T	enant.		
for the purposes of enforcin this Tenancy Agreement. (iii) If the Mo	ant here by grants permission to the gany term of this Tenancy Agree on the Rental is paid by cheque an	ement and to obtain a Cu d the cheque in not hono	stomer Report in the e ured at the bank upon	which it is drawn, the T	rears of rent or wis	hes to renew e Landlord, in
_	cheque, the sum of \$30 as a service deposit the sum of \$670 as prepared.		-	-		nthly Rental.
 (c) The Tenant agrees to deposit the sum of \$670 as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy. (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. 						
into account a reduction to	n the parties that the rent chargeal allow for any future disruptions of ant to the R.T.A. or any other provincumstances.	or inconvenience the Tena	int may experience as	a consequence of the L	andlord carrying o	ut its
5. UTILITIES The tenant, in	an addition to the Monthly Rental,	agrees to pay the followi	ng services applicable	to the Rented Premises	s: Specify YES/NO)
Electricity: YES	Internet/Phone/Cable: YES	Water (Hot/Cold): NO	Gas/Heating	g: NO		
Tenant for services as show	easonable care and diligence in the vn above constitutes a rental oblig even when specifically identified	ation of the Tenant and a	ny unpaid charges ma	y be collected as rent; f	furthermore, any m	
(ii) The Te	nant agrees to use the Rented Prenenant agrees not to conduct, permi	it, or suffer any act or act	ivities on or about the	Rented Premises for w		
normally be payable, include commercial use.	ding but not limited to activities so	uch as the operation of ba	bysitting or child care	e services, or the operat Tenant	-	siness or Landlord

Initials:

- 7. REPAIRS The Tenant shall advise Landlord in writing of any repairs or maintenance required to be done by the Landlord. 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.
- 8. CARE OF RENTED PREMISES The tenant will fill out Incoming Inspection Report within 24 hours of the move in date and submit it to the office. If the Landlord does not receive the report within 24 hours, it will be assumed the unit was in perfect condition and the Tenant will be responsible for any future damages to the unit.

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 and alterations including paint, wallpaper, nails or picture hangers without the Landlord's prior written approval and shall upon termination of the tenancy, remove and 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.

All damages in the unit will be charged according to the Damage Charge list available on the website www.kw4rent.com.

9. RIGHT OF ENTRY The Tenant agrees that the Landlord 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 in 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. It is further agreed that the Landlord's exercise of a right 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 In order to secure a parking spot, you must fill out and sign Parking Agreement form. Parking is available on a first-come first-served basis.
- **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.
 - (ii) The Tenant shall not remove any devices, such as smoke detector, heat detector, carbon monoxide detector, or any other devices related to fire alarm system
 - fire alarm system.

 (iii) Barbecuing on balconies or making of fires shall not be permitted in or about the Rented Premises.
 - (iv) If fire occurs due to negligence of any tenant/subtenant/guests of tenants or subtenants which would render the unit uninhabitable the Landlord would not be required to provide alternate accommodation for Tenant and Tenant would be required to pay for damages and also continue fulfilling all terms of the lease.
- C. NOISE The Tenant shall not cause, permit or suffer any noise or interference, which is disturbing to the comfort or reasonable enjoyment or 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 other purpose other than proper access to and from the Rented Premises. Bicycles shall only be kept in areas designated by the Landlord.
 - (ii) The Landlord shall have the right to limit any access to the building by any delivery services.

E. SHADES AND BALCONIES

- (i) No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises.
- (ii) Drapes 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 similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.
- F. SIGNS No signs, advertisements or notices shall be posted or inscribed on any part of the building by the Tenant.
- G. 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 building where in 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 in the Rented Premises are situated.
- **H. VERMIN** The tenant shall keep the Rented Premises free from vermin and in doing so 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 shall be payable to the Landlord by the Tenant. The tenant hereby further consents to entry of the Landlord or anyone designated by the Landlord for the purpose of treating the Rented Premises for pest control purposes
- I. 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. It is expressly agreed and understood, however, that garbage shall not be stored outside the Rented Premises at any time unless in facilities designated by the Landlord.
- **J. LAUNDRY ROOMS** The use of the washing machines and dryers shall be subject to 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.
- K. APPLIANCES The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if such appliances require repair.

	Tenant	Guarantor	Landlord
Initials:			

- L. LOCKS

 The Tenants shall not alter or add to the locking system on any entry or bedroom door of the rented premise without the written permission of the Landlord. In the event the Tenant locks himself out of the rented premise, the Landlord shall not be obligated to unlock the rented premise under a certain time frame. The tenant shall be responsible of all costs of re-entry, including but not limited to locksmith charges, and charges for damage howsoever caused. If the Landlord comes to unlock the doors, a charge of \$40 will apply.
- M. AMENDMENTS The tenant covenants and agrees to comply with each of the rules and regulations herein and, upon notice, and any additions and 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 Landlord. All subtenants must fill out Sublet Information Form and submit it to the Landlord. 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. All subtenants must be students, same gender as original tenant, unless otherwise approved in writing by the rest of the tenants of the unit.
- 12. ABANDONMENT OF PREMISES BY TENANT If the 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. 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 effect. 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 Tenant's 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 any member of the Tenant's family or to any other person while such property is on the Rented Premises or 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;
 - (iv) any damage caused by the attributable to the condition or arrangement of any electrical or other wiring; 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 property left in or on the Rented Premises or the premises of the Landlord subsequent to the Tenant giving up possession or 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 THIS AGREEMENT, HE SHALL GIVE WRITTEN NOTICE AS PER SECTION 3 OF THIS 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 provision 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
- (e) 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 vacate 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 for such over holding) 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.
- (g) The Tenant agrees to vacate the Rented Premises by 1:00p.m. on the final day of this Tenancy Agreement.
- (h) After service of Notice of Termination, the Tenant shall arrange with the landlord to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "Outgoing Inspection Report" will deemed acceptance by the Tenant of the Landlord's copy of the same.
- (i) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord.
- (j) The Rented Premises shall be left fit for immediate occupation by the new tenant, clean, undamaged, and with all furniture and refuse removed.
- 15. INSURANCE The Tenant is responsible for insuring all of its personal belongings and furniture at his 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 there by and each term, covenant, condition, or provision of this Agreement shall be valid and enforce to the fullest extent of the law.
- 17. RENTAL 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 opinion 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 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.

 Tenant Guarantor Landlord

greement.	Tenant	Guaranto	r Landlord
Initials:			

HERE IN CONTAINED SHALL I	r reference to the Tenant shall be deemed to in BE DEEMED TO BE JOINT AND SEVERAL	OBLIGATIONS.			NTS
consents to the terms, covenants, co the parties hereto with respect to th	ne Tenant acknowledges that, prior to signing to conditions and provisions herein. This Tenancy e subject matter hereof and there are not and s h respect to the subject matter hereof not conta	Agreement and the rental Application hall not be any verbal statements, repre	constitutes the entire	e agreement bety es, undertakings	or
	fy that I am the authorized individual with sign and correct and answered to the best of my cur		reement and all info	rmation	
In witness whereof the parties ha	ave executed these presents			(Landlard)	
Per:	(Tenant)			. (Landlord)	
Per:	(Guarantor)	Authorized S (I have authority to b	Signing Officer oind the Corporation		
RECEIPT OF TENANCY AGREEMI	ENT				
I/We hereby acknowledge receipt of a full have authority to accept a copy of this	Ill executed copy of this Tenancy Agreement a Fenancy Agreement on behalf of myself and G	nd the Rental Application herein this luarantors named herein:	day of	, 20	
(Tenant)	Print name of Tenant here				
-					
			Tenant	Guarantor	Landlor

Initials:

GUARANTEE

The guarantee © http://www.ky	wforrent.com/						
Dated the day of Landlord: Fir \	Village I	, 20 nc.					
Rented Permises: (Unit No.) (Room		201 Lester St (Address)	Waterl (City)		Ontario (Province)	N2L 3W (Postal Coo	
Guarantor:				Tenant:			
Guarantor's SIN / Passpo	ort or Drive	er's Licence #:					
Guarantor's Date of Birtl	n (YYYY/I	MM/DD):					
Permanent Home Address	ss:						
		(Address)	(City)		(Province)	(Postal Co	de)
Home Phone #:		Cell Pho	ne #:				
Email Address:							
Tenant, Guarantor is hereby ac Tenant in payment of Monthly Monthly Rental or perform the payment of legal fees on a solid forbearance granted to the Tenar or remedies against the Tenant other sums and the due perform Guarantee. If during the term of the Tenan against the Tenant, and the assi Agreement is terminated other accept from the Landlord a Ter of .the term of the Tenancy Ag covenants and provisos as are rexecution and the Guarantor sh pay to the Landlord forthwith a All such liability of the Guaran and receiving rent there from. In this Guarantee, whenever the include the several and vice ver The Guarantor shall continue to Agreement. This Guarantee shall	Rental or the said, covenar citor and clien ant or by any before pursuinance of all cocy Agreement gnee or truste than by surrent ancy Agreement remances are all fail to exert a liquidated do tor shall not be the Landlord, as masculine great. Whenever, to be liable and	performance of the Ten at and shall compensate at basis. The liability of the variation in or departure and enforcing its right overants in the Tenancy at the Tenant shall make at the tenant of the Rented Premisining unexpired from the tenancy tenant the tenancy tenant shall make and return such New amages an amount equal the diminished or affected however, may if it so detender is used it shall income the context so requires a bound by this Guarantee.	ant's covenants on the the Landlord for any the Guarantor hereund from the terms of the against the Guarar Agreement until laws an assignment for the buld surrender posses adlord, the Guarantor ses (hereinafter callede date of such surrender Agreement. If the Law Tenancy Agreement I to the entire Monthled by the Landlord remesires apply any amount of the terminant and the feminine and the first process of the feminine and the first process of the feminine and the feminine and the first process of the feminine and the feminine a	days or in the man damages that may a der shall not be release Tenancy Agreeme tor. Nothing but par ful termination of the general benefit of cosion, reject, disaffirm shall, forthwith upon the "New Tenancy der, disclaimer or tendlord shall tender to within seven (7) day Rental and additioning the demised present the demised	ner set forth in the Trise in consequence ased, discharged or Int. The Landlord shyment and satisfactive Tenancy Agreement and satisfactive Tenancy Agreement and is the Tenancy Agreement and is the Agreement for a mination at the same such New Tenancy ays after such tende and rent reserved by the mises or any part the characteristics and wherever the reliability shall be just attory or otherwise as the consequence of the reserved of the renting in reductives and wherever the reliability shall be just attory or otherwise as the consequence of the renting of the renting in reductives and wherever the reliability shall be just attory or otherwise as the consequence of the renting in reductives and wherever the reliability shall be just attory or otherwise as the consequence of the renting in reductive of the renting in reductive or otherwise attorior or otherwise as the renting in reductive or otherwise attorior o	Tenancy Agreement, he way of the Tenant's default in limited by any extension all not be bound to exhaus on in full of all Monthly ent shall release the Guarating order in bankruptcy's enancy Agreement, or if the Landlord at the Guarant term a equal in duration the Monthly Rental and with Agreement to the Guaranter, the Guarantor shall becay the New Tenancy Agreement to another Tenant of the tenancy agreement to the mount to be presented to another Tenant of the singular number is used boint and several.	will pay the said actuding of time or ust its recourse Rentals and antor from this shall be made the Tenancy tor's expense to the residue th the same intor for come liable to ement. For Tenants baid by or litt shall
					Initials:		
By clicking this box, I document is true and correct an				er/authority to enter	into an agreement	and all information provi	ded in this
IN WITNESS WHEREC	F the Guar	rantors hereunto set	their hands this	day o	f		
					Guarantor		
Note: Please, with this form a	ttach a cop	oy of your legal doo	cument with the	signature.			