

RESIDENTIAL LEASE

THIS LEASE made the _____ day of _____, 200..., between
BOGDAN LAWRO & CHRIS CZUPIEL (“the Landlords”) and
_____ (collectively the
“Tenant”)

IN CONSIDERATION of the rents reserved and the covenants and agreements
contained in this lease on the part of the Tenant, the
Landlords lease to Tenant for use of occupation as residential vacation property, and
for no other purpose, the premises forming part of the unknown and described as: The
Cranberry Resort, 11 Dawson Drive, Unit 713, Collingwood, Ontario (Apple Cedars) (Hwy 26 west , Collingwood, referred to in this lease as the “Premises” together with the
following privileges:

- 1st bedroom: double size bed (2 can sleep)
- 2nd bedroom: double size bed (2 can sleep), and a colour TV
- Great Room: futon (2 can sleep), colour TV/VCR, DVD player, CD player, radio, fireplace;
- Kitchen: fully equipped with fridge, stove, dishwasher, microwave oven, dishes, utensils, pots and pans,
- Bathroom: full size bathtub, shower, lighted make-up area, with numerous outlets (towels and bedding supplied).

The Tenant agrees to pay \$_____ for the use of the Premises for a term of _____ - _____; from the _____ day of _____, 200..., to the _____ day of _____, 200... . This amount includes GST, use of all utilities, except for the long distance telephone charges. The Tenant agrees to pay \$_____ at the time of booking and the remaining \$ _____ no later than two weeks prior to the commencing date of rental. In addition, the Tenant agrees to submit \$_____ as a damage deposit, which is to be paid no later than two weeks prior to commencing date of rental, to be

refunded after the inspection of the unit by the Landlords following the end of the rental period.

1. **Tenant covenants**

The Tenant covenants with the Landlord as follows:

1. **Rent** – to pay rent;
2. **Occupants** - a maximum of six(6) persons are permitted to reside on the premises and the Landlord shall not be liable for any damages or injustice as a result to the Tenant 's breach of the provision;
3. **Indemnity** – that the Tenant will indemnify the Landlord from all liabilities, fines, suits, claims, demands and action, of any kind from which the Landlord shall or may become liable or suffer of reason of any breach, violation or non performed by the Tenant of covenant, term or provision of this lease or by reason of a death or injury resulting from, occasioned to or suffered by any person or any property by reason of the act, neglect or default on the part of the Tenant or his family or his household or his guests, such indemnification in respect of breach, violation or nonperformed , damage or property, injury or death, occurring during the term of the lease shall survive the termination of the lease.
4. **Defects** – that the Tenant will give to the Landlord prompt written notice of all accidents to or defects in the water pipes, gas pipes, heating apparatus, telephone, electric lights and wires, and also of all accidents to and defects in the refrigerator, stove, washer and dryer, and other appliances or to premises in general provided by the Landlord. Should the Tenant fail to notify the Landlord of said damages upon same arising the Tenant shall be liable for all costs to repair same.
5. **Escape of gas or water** - that the Tenant shall be liable in the his/her default or neglect for all damage done by reason of water or gas escaping from the use of defective electrical appliances or the careless use of electrical appliances;
6. **Use of Premises** – that the Tenant will not pay at any time during the term except with the leave of the Landlord use or permit the Premises to be used for any purpose except as a vacation property, he/she will not permit the Premises to be occupied by any person except those listed in the application for rental accommodation; that he/she will not either by himself/herself or by his/her own acts or that of his/her family or his/her servants, agents, or guests, do upon the Premises anything which in the opinion of the Landlord is objectionable , or will injure the reputation of the Premises, or is unreasonable disturbing to other tenants of the building in which the Premises are situate; provided that on breach to this clause the Landlord shall have the option by giving notice in writing to the Tenant to cancel this lease at which time the Tenant shall forthwith deliver up the Premises to the Landlord;
7. **Rules and Regulation** – that the rules and regulations set out in the

attached Schedule "A" with such variations, modifications and additions as shall from time to time be made by the Landlord and/or the Condominium Corporation or its property management [and any other, and further reasonable rules and regulations made or that may be made by the Landlord] and communicated to the Tenant in writing shall be observed by the Tenant, his/her agents, servants and employees, and all regulations now and hereafter in force shall be read as forming part of the terms and conditions of this lease as if they were embodied herein;

8. **Fixtures** - that he/she will not remove any of the fixtures, goods or chattels from the Premises;

9. **Entry for repairs and alterations** – to allow the Landlord, his servants, workmen and agents to enter the Premises or any part of them at all responsible times to examine the Premises to make repairs or alterations to the Premises and the Landlord's equipment in them as the Landlord may see fit to make and for the purpose of repairing adjoining or contiguous premises;

10. **Joint and several covenants** – that all covenants in this lease entered into by more than one tenant shall be constructed as both joint and several;

11. **Keys** – keys can be obtained by contacting Bob at (905) 602-4919 or Chris at (905) 502-0264. The Tenant covenants that he/she on termination of the lease deliver to the Landlord all keys to Premises, which he/she has in his/her possession;

12. **By-Law** – that he/she will comply with all status, regulations, and bylaws of any federal, provincial or municipal authority which in any way affect the Premises or their use and occupation, and that provisions of the Health Act, R.S.O and the rules and regulations of the Board of Health shall be applicable to the Premises;

13. **Fuel** – that no wood, coal, oil, gasoline, or other fuel or combustible material for heating, lighting, illuminating, or cooking, and no stove, burner, heater, dishwasher, or air-conditioning, unit, except as provided or approved in writing by the Landlord shall be brought into the Premises or used in them;

14. **Care of Premises** – that he/she will take good care of the Premises and keep them clean and in good condition; that he/she will at all times during the term keep clean and in good order and condition all fitting and fixtures in the Premises: and that he will not make any changes or alterations to the Premises; the Tenant agrees to leave the premises in a clean and tidy manner and will not leave unwashed dishes and utensils;

15. **Parking** – to park his/her automobile in the area allotted to him/her and not to use any other parking spaces provided in connection with the building not permit any car of the Tenant or of any member of his household or of any guest or invitee to be placed so as to interfere with access to and egress from parking spaces or the various

entrances to or exits from the building in which in the Premises are situate, or to be placed in areas where parking is forbidden;

16. **Pets** - The tenant shall not be permitted to have any pets on the premises whatsoever

2. Agreements

It is agreed between the Landlord and the Tenant:

1. **Death or injury** – that the Landlord shall not be liable [or responsible] in any way for the death of or personal injury suffered by the Tenant or by any employee of the Tenant or any member of the Tenant's family, his agents or the guests or others persons who may be upon the Premises or in the building in which the Premises are situate or for loss of or damage or injury to property including cars and their contents belonging to the Tenant or to any member of the Tenant's family or to any other person while such property is on the Premises and the Landlord shall not be liable for damage to property caused by steam, water, rain or snow which may leak into or issue from the Premises or other premises of the Landlord or from the water, steam, sprinkler, drainage pipes, or plumbing works on the Premises or any other premises of the Landlord or from any other place or for drainage caused by, or attributable to the condition or arrangement of electrical [or other] wiring or for damage caused by anything either done or omitted by other tenants of the Landlord;

2. **Inspection** – that the Landlord and his agents may at all reasonable times enter the Premises to inspect their conditions;

3. Security deposit

The Landlord acknowledges receipt from the Tenant on the executive this lease of the sum of \$_____ to be held by the Landlord not to be applied on account of rent, but to be retained by the Landlord as liquidated damages (in addition to all other rights or remedies the Landlord may have) for the Landlord's trouble and expense in the event the Landlord shall determine that the Tenant has damaged the Premises or its contents of the property surrounding the resort.

4. Binding effect

This lease and everything contained in it extend to and bind and ensure to the benefit of its heirs executors, administrators, successors and assigns (as the case may be) of the parties to it, subject to the consent of the Landlord being obtained, to an assignment or sublease by the Tenant, and where there is more than one Landlord or Tenant or where the Landlord or Tenant is a male, female or a corporation, the provisions of this lease shall be read with all necessary grammatical changes. All covenants contained in this lease shall be deemed joint and several

WITNESS our hands and seals,
SIGNED, SEALED AND DELIVERED
In the presence of:

BOGDAN LAWRO OR

CHRIS CZUPIEL

**Per:
Landlord**

**Telephone - Home:
Cell:**

Tenant:

Address:

**Telephone - Home:
Cell:**

Credit card type, no, and expiry date