

Carol Hammer
c/o Keller Williams Golden Triangle Realty
Suite 9 - 871 Victoria St. N., Kitchener, Ont. N2B 3S4
Phone: 519-572-8088 Fax: 519-772-3760 Email: carolh@golden.net

Lease

This lease is entered into on _____, 2009, between Carol Hammer, Lessor, and _____, Lessee.

DESCRIPTION OF PREMISES AND TERMS: Lessor, for rents to be paid and for compliance with the rules and regulations, agrees to lease Room _____, _____ **308 Toll Gate Blvd.,** _____ Waterloo for a term beginning _____ **and ending at noon** _____ **2010.**

RENT: Lessee hereby agrees to pay for the full term of the lease as follows:

- A. \$ _____ on the first day of each month for the full term of the lease.
- B. First and last month's rent is due and payable upon signing of this lease, as follows: \$ _____ for the last month's rent, cheque dated today, plus a post dated cheque for the first month's rent.
- C. **All rents are plus heat, hydro and water and sewer.**

ALL CHEQUES PAYABLE TO CAROL HAMMER
--

CHECK-IN DATE/TIME

12:00 noon

- a. If said premises is not ready for Lessee at the beginning of the term described above or if by reason of holding over of a previous occupant, possession is delayed, or as a result of any other cause or reason beyond the control of the Lessor, the Lessee shall be unable to enter into and occupy the leased premises at the time above stated, the Lessor shall not be liable in damages, but the lessee shall be able to terminate the lease. Such termination shall be in writing.

ENTRY: Lessee understands said lease applies to **his/her room only** and all other areas are, unless otherwise stated, deemed to be common areas and may be used by the Lessee provided Lessee follows all the rules and regulations governing these areas.

- a. Lessee agrees that at all reasonable times during the term of this lease, the Lessor or his agents may enter the premises for the purpose of inspection, cleaning, repairs or for the showing of same to prospective tenants.
- b. Lessor agrees to provide 24 hours notice before entering the above-stated room of the lessee.

CHECK-OUTS: Each tenant will have his/her unit and room inspected with the same cleaning checklist they signed in with. The first two inspections are free thereafter and a charge of \$40.00 for each additional check-out will be administered.

SUBLEASING: Lessee agrees not to lease, sublet, or assign any part of the said premises without the advance written consent of the Lessor. Sublets must be of the same gender as the lessee, unless authorized in writing by the Lessor or agent.

UTILITIES: Utility charges for the gas, electricity, water and sewer will be paid for the Lessee.

- a. Lessor shall not be liable for damages for failure to furnish utilities or services occasioned by strikes, breakages of equipment, failure of source of supply, acts of God or by any cause beyond the control of the Lessor.

CARE OF PREMISES: Lessee shall keep the occupied premises, including the common areas such as the bathrooms, living room, kitchen and dining room in a clean condition.

- a. Lessee agrees not to put any nails or tacks into the walls. If tape is used on the walls, it must be removed upon vacating the premises. Any paint removed as a result, will require a complete “repaint” of the room. Thus a \$150.00 charge will apply. “Sticky Putty” should be used to put up anything on the walls. Do not screw or nail any shelves into the wall, otherwise they will be deemed attached and must stay with the premises.
- b. Lessee agrees to pay the Lessor \$50.00 per hour if the Lessor is required to clean or repair damages left to the premises by the Lessee.
- c. Carpets are to be cleaned upon termination of this Lease. Receipts may be requested as proof of service.
- d. Lessee is responsible for snow removal on driveway and sidewalks. All snow must be removed from sidewalks in front or side of house within 24 hr. of snowfall (as per the City of Waterloo requirements).

JOINT AND SEVERAL RESPONSIBILITIES: The term “Lessee” means all persons executing this Lease, including any undersigned parents or guardians.

1. Each Lessee shall be jointly responsible for the full performance of all the promises, covenants and conditions to be performed by the “Lessee.”

RULES AND REGULATIONS:

- a. \$500.00 reward for the information leading to the conviction of individuals causing damage to the property.
- b. Damage to kitchen, bathrooms and/or common areas will be shared by those who share the space.

- c. Cleaning of kitchen, bathroom, living/dining rooms will be done immediately after use. This includes wiping down shower walls after use, wiping counters and tables after use, cleaning dishes within 30 minutes after use. Weekly vacuuming, weekly cleaning of toilets and monthly cleaning of appliances.
- d. Each person is responsible for removing his/her own garbage to the street in accordance with the municipal by-laws. Garbage must be stored in its unit until removal to street or bin.
- e. Noise above the level of normal talking of a reasonable man will not be tolerated at any time.
- f. Parties must receive written approval from Carol Hammer.
- g. Tenants are responsible for all clogged drains and toilets. No garbage, refuse, sanitary napkins or tampons are to be flushed down the toilets or allowed to enter the drainage system.
- h. Overnight guests are allowed a maximum of **two** nights per week.
- i. Carol Hammer must approve any painting of walls in writing.
- j. No gas, regular BBQ's or propane tanks are to be stored in the building or on balconies.
- k. Bicycles are not allowed in hallways or any common areas in the building.
- l. Locks: neither the Lessee nor the Lessor shall alter the locking system on any door giving direct entry to the premises. It shall not be the responsibility of the Lessor to admit tenants who have been locked out by their own carelessness and a charge of \$25.00 is to be paid upon admittance. Any professional charges required will be paid the Lessee.
- m. The Lessee will not disconnect or otherwise interfere with the operation of smoke detectors.
- n. **Smoking is not allowed inside of the building.**
- o. **No open flames allowed (ie. Candles).**
- p. Vacancy is required 2 days before the end of the month to allow for lessor to clean and prepare for the next tenants. If a lessee has signed a new lease then they may ask permission to leave their belongings in the room.
- q. **NO PETS OF ANY KIND**
- r. Vacating: Fridge, stove, inside oven, inside freezer must be cleaned before vacating and all garbage removed from the premises. Otherwise a \$75.00 charge per student will apply. The lessor shall inspect the premises within 24hr. of vacating and the lessee shall return the room key and house keys. For any lost key, there is a \$25.00 charge per key.
- s. Lessee shall have up to Jan. 5th of each year to either sign a new lease for the following year or sign an N11 form indicating they will be vacating at the end of their lease. Said new lease or N11 to be signed by Jan. 15th yearly.

It is a criminal offence to disconnect or otherwise interfere with the operation of smoke detectors.

ADDITIONAL FEES:

1. Subletting fees: It is the sole responsibility of the lessee to sublet their room.
2. Cleaning/repair/maintenance: Personnel: \$50.00 per hour minimum and a minimum of one hour is charged.
3. \$50.00 administrative charge for returned cheques, late rents and missed move in times.
4. \$40.00 charge for garbage violations. Garbage must be put at the street weekly and at the termination of said lease.

INSURANCE: Lessor will carry fire and extended insurance on said building. Lessor will not provide insurance of any of the Lessee's personal property. It is recommended that the lessee insure any personal possessions.

Dated at _____ this _____ day of _____ 2009 .

LESSEE: _____ NAME
(PRINT): _____

Parent: _____ (PRINT): _____

LESSOR: _____ Carol Hammer