

Schedule A
Agreement to Lease – Residential

This Schedule is attached to and forms part of the Agreement to Lease Between:

TENANT (Lessee), _____ and

LANDLORD (Lessor), Jessica Ferrari Rosario Colosimo

For the lease of 2 Fieldway, Suite 213, Toronto, ON, M8Z0B9

Dated the _____ day of _____ 20_____.

1. **LEASE AGREEMENT** - Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the Parties.
2. **PERMITTED OCCUPANTS** - Only the persons named on the lease and rental application shall reside in the property. Any additional occupant shall not be permitted by the Landlord unless such occupant has been added as a Permitted Occupant pursuant to an amendment in writing to this Agreement to Lease and signed by the Landlord and Tenant. Should the Tenant cease to occupy the Premises for any reason, including death, it is acknowledged that the Permitted Occupants do not and will not occupy the Premises as tenants and will be deemed to be trespassers.
3. **BUILDING BY-LAWS/RULES** - Tenant and its family or any other person occupying the premises shall comply with and be bound by each and every provision of the Condominium Act, the declaration, by-laws and all rules and regulations of the Condominium. A copy of the rules and regulations of the Condominium will be provided to the Tenant upon acceptance of this Agreement to Lease.
4. **PAYMENTS** - Tenant will submit upon acceptance first & last months rent by certified cheque or bank draft & will provide postdated cheques for the balance of the lease prior to occupancy date.
5. **CHEQUES/NSF CHARGE** - The Tenant shall pay the Landlords bank service charge for any N.S.F cheques plus an additional charge of \$20.00 to the Landlord in the event of any N.S.F. cheques provided by the Tenant to the Landlord.
6. **UTILITIES** - Tenants agree to pay the entire cost of the electricity required on the premises during the term of the lease. Tenant further agrees to provide proof to the Landlord on or before the date of possession that the services have been transferred to the Tenant's name.
*Tenant is hereby advised that the keys will NOT be provided without proof of hydro account set-up, no exceptions.

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7. **INSURANCE** - Tenant acknowledges that the Landlord's insurance provides no coverage on Tenant's personal liability or personal property. Tenant agrees to obtain and maintain in full force at all times a standard Tenant's content and liability insurance policy protecting the Tenant against loss, damages or theft of any Tenant's property and providing at least \$2,000,000 liability coverage. Tenant agrees to provide proof of such insurance coverage to the Landlord on or before occupancy. Insurance must be maintained throughout the duration of the lease and any extension thereof and a copy of the tenants current policy must be produced to the Landlord at any time during the lease term upon request. *Tenant is hereby advised that the keys will NOT be provided without proof of insurance, no exceptions.

8. **SMOKING** - Due to the known health risks of exposure to second-hand smoke and the damages that may be caused by growing marijuana or cannabis plants, increased risk of fire and increased maintenance costs;
 - a) No Tenant, resident, guest, invitee or visitor shall smoke a Marijuana or other tobacco cigarettes, cigars, electronic cigarette or any similar product whose use generates smoke or vapors within the building and the Leased Premises. This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within 9 meters of doorways, operable windows and air intakes.
 - b) "Smoking" shall include inhaling, exhaling, burning or carrying of any tobacco or electronic cigarette or similar product whose use generates smoke or vapor.
 - c) No Tenant shall grow any Marijuana, Cannabis or similar plant in any part of the Leased Premises.
 - d) The Tenant acknowledges and agrees, as a fundamental term of this Agreement that no Cannabis shall be grown or cultivated or distributed at any time, by the Tenant or permitted in the Leased Premises. The Tenant acknowledges that the prohibition on Cannabis cultivation and distribution in the Leased Premises is based on concerns expressed by the Landlord on their behalf and on behalf of other tenants, if applicable, about excessive electricity consumption, excessive humidity levels resulting from the activity which, in turn, can produce mold; concerns about security at the Leased Premises; all of which are associated with the presence of Cannabis growth in the Leased Premises. The Tenant accepts and agrees that the Landlord's health, safety and property concerns described herein are appropriate and that if the Tenant or a person permitted in the Leased Premises breaches the prohibition on Cannabis cultivation and distribution, such breach shall be deemed to be a substantial interference with the reasonable

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13. **PHOTOS OF SUITE** - Tenant agrees to allow the Landlord, Landlord Representative or Bank appointed Appraiser to photograph the suite if required for future inspections, maintenance, marketing for lease or sale of the property or financing requirements as set out by the lender.
14. **SHOWING OF PROPERTY** - Tenant acknowledges that the Landlord has the right to enter the property during the lease term to show the rental property to a prospective purchaser should the Landlord decide to sell the property at any point during the lease term. Tenant further acknowledges the Landlords right to show the property to a prospective Tenant once notice has been given to the Landlord or 60 days prior to the end of the Lease. Landlord agrees to provide 24 hours notice to the Tenant of any such entry.
15. **ENTRY INTO SUITE** - The Landlord may enter the Leased Premises in accordance with written notice given to the Tenant at least 24 hours before the time of entry, said notice specifying the reason for entry, the day of entry and a time of entry between the hours of 8:00 am and 8:00 pm under the following circumstances:
- a) To carry out work in the Leased Premises;
 - b) To allow a potential mortgagee or insurer of the Leased Premises to view the Leased Premises;
 - c) To allow a potential purchaser to view the Leased Premises;
 - d) If the Leased Premises is listed for sale, to conduct an Open House at the Leased Premises, provided that the Open House time period shall not exceed 2 hours;
 - e) To permit measurements and photographs to be taken for the purpose of marketing the Leased Premises for sale on any MLS® system.
 - f. To permit any inspection required to satisfy any requirement under subsection 9(4) of the Condominium Act; and
 - g. For periodic maintenance inspections and for a condition inspection prior to the termination of the tenancy after the Tenant has given notice of their intention to terminate the tenancy.
16. **NUISANCE** - No noise of any kind, which in the opinion of the Landlord is deemed to disturb the comfort of any other occupants shall be permitted by the Tenant in the Premises or its environs, nor shall any noise whatsoever including the playing of musical instrument or sound equipment, television or verbal noise be repeated or persisted in after request to discontinue the same has been given by the Landlord, building security or property management. This prohibition shall be deemed to include all parties, disorderly or otherwise. Persistent complaints will not be

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tolerated and would be grounds for eviction.

17. **DAMAGES** - The Tenant shall be fully responsible for any damages to the unit, Building or Premises caused by his negligence or wilful damage and agrees to professionally repair any such damage at the Tenants expense.
18. **PLUMBING** - The tenant will be responsible to ensure that household and personal items are disposed of properly and not down the kitchen or bathroom drains and toilets. If the sink or toilet becomes backed-up, it will be the tenants responsibility to pay for the repairs. The Landlord will not be obligated to pay for repair damage caused by the Tenants negligence. The Landlord agrees to ensure that the plumbing is functioning properly and that all drains are cleared at the commencement of the lease.
19. **PLUMBING / DISPOSAL** - The Tenant agrees that the following items are to be disposed of properly and not down the drains or toilets including but not limited to grease, oils, paint, pet litter, food debris, large wads of toilet or paper towel, feminine products, hair and anything that could cause the plumbing to back-up, flood and or block the pipes natural flow.
20. **ALTERARTIONS TO PROPERTY** - The Tenant shall not make any alterations to, remodel or redecorate the Leased Premises without the Landlord's prior written consent and shall upon termination of the tenancy, remove any alterations and decorating and restore the Leased Premises to the same condition as it was on the date of commencement of this Lease Agreement, reasonable wear and tear excepted. This includes but is not limited to painting, wallpapering or installing flooring of any kind in the Leased Premises and not affixing, hooks, screws or nails into the walls or woodwork of the Leased Premises.
21. **MAINTENANCE OF THE PROPERTY** - Tenant agrees to maintain the interior of the premises in good condition, subject to the usual and customary wear and tear and will notify the Landlord immediately of any problems requiring maintenance. Furthermore, the Tenant agrees to return the suite to its pre-occupancy condition before vacating the premises. Nail holes on the walls from hanging pictures or any other items/objects shall be the responsibility of the Tenant and shall not be considered as part of wear and tear. Tenant agrees to fix all walls at his/her own expense at lease end. Tenant further agrees that upon vacating the unit it shall be clean, debris free and in the same manner as received upon occupancy.

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- 22. MAINTENANCE OF APPLIANCES / FIXTURES** - The following appliances belonging to the Landlord are to remain on the premises for the Tenant's use: existing fridge, stove, dishwasher, microwave, stacked washer and dryer, electrical light fixtures and window coverings (if applicable and installed at the beginning of this lease term). Landlord also represents and warrants that all the appliances as listed in this Agreement to Lease will be in good working order at the commencement of the lease term. The Tenant agrees to clean and maintain said appliances in normal working condition. The Tenant also agrees to cover the cost of any minor maintenance required such as light bulbs, fuses or filters needed within the suite during the lease term. The Landlord shall be responsible for all major repair costs, provided that the repair necessary is not caused by the Tenants willful damage or negligence. Should it be determined that the Tenant was negligent, he/she will be responsible for the cost of the repair including the first \$80.00 for the service call. The Tenant must also give prompt notice to the Landlord of any major repairs necessary.
- 23. CLEANING** - The Landlord agrees to have the unit cleaned including but not limited to the kitchen, bathrooms, floor and all appliances on or before the lease commencement date. The Tenant agrees to return the unit cleaned, including but not limited to the kitchen, bathrooms, flooring, carpeting and all appliances. The unit shall be left debris free and in the same condition as received upon vacating. Failure to meet the conditions above will result in a cleaning fee payable by the Tenant at the end of the lease term in an amount up to \$250.00.
- 24. LINT TRAP MAINTENANCE** - Tenant is responsible to clean the lint trap located within the clothes dryer after every drying cycle. The Tenant is also responsible to clean the lint trap located on the ceiling above the dryer once a month. Failure to do so is a liability and is a liability and is a fire hazard.
- 25. FILTER MAINTENANCE** - Tenant is responsible to ensure the filter in the heating/cooling systems is cleaned and changed as per the buildings maintenance schedule and allows access as required into the suite by the building property management and or Landlord/Representative. The Tenant agrees to move any furniture or items that may be obstructing the heating/cooling unit for the building property management to maintain said system. Tenant is hereby advised that they shall be fully responsible and to pay close attention to the property management/Condominium Corporation postings either throughout the building or by electronic notification of when to move any furniture or items that may block the fan coil heating/cooling unit. The Landlord is in no way liable or responsible to notify the Tenant of

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these requirements. Any fines by the property management/Condominium Corporation for failure to move furniture or items shall be paid by the Tenant within 14 days of receipt.

26. **CHANGES OR ALTERATIONS BY LANDLORD** - There are no representations, covenants or undertakings by the Landlord to repair, remodel or decorate any part of the Premises or install any equipment, fixture or items except as may be contained in this Agreement to Lease or via Amendment.
27. **INJURY** - The Landlord shall not in any event whatsoever be liable or responsible for any damage, loss, personal injury, or death that may be suffered or sustained by the Tenant or any other person who may be upon the rented premises. The Tenant agrees and covenants to indemnify, save harmless, and fully release the Landlord from any and all liability caused or arisen from the above.
28. **SUITE BREAKDOWNS** - In the event of any breakdown of appliances, electrical, mechanical, heating or plumbing system, the Landlord will not be liable or responsible for damages to tenants personal effects, personal discomfort or any illness arising there from. The Landlord/Representative does not have direct control with respect to repair times or parts for the appliances, electrical, mechanical, heating or plumbing system within the suite but the Landlord/Representative will carry out all necessary repairs in a timely manner.
29. **BUILDING BREAKDOWNS** - In the event of any breakdown of the building amenities, elevators or breakdown general facilities included with the building and connected to the suite, the Landlord/Representative shall not in any event whatsoever be held liable or responsible for any compensation, reductions, rebates, refunds to the rental rate, damages, personal discomfort or inconvenience arising there from. The Tenant agrees that the Landlord/Representative does not have control or authority with respect to the building amenities, elevators and general facilities included with the building. The Tenant agrees to fully release the Landlord/Representative from any and all liability caused or arisen from the above.
30. **KEYS** - The Tenant must give the Landlord keys to all locks at the end of the lease term. Locks may NOT be changed or additional locks installed without the Landlord's prior written consent. It is agreed and understood that any keys or fobs given to the Tenant for the Leased premises

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36. **AMENDMENT OR WAIVER** - No amendment or waiver of any part of the Agreement to Lease shall be effective unless agreed to in writing by the Tenant and the Landlord.

37. **INDEMNIFICATION** - The Tenant shall indemnify and save the Landlord harmless against any and all claims, actions, damages, losses, liabilities, costs and expenses in connection with the loss of life, personal injury or damage to property arising from or out of the occupancy or use by the Tenant or any other occupant of the Leased Premises or occasioned wholly or in part by any act or omission of the Tenants, its invitees, licensees or anyone permitted or authorized by the Tenants to be on the Leased Premises or arising out of any breach or non-performance by the Tenant of any provision of this Lease.

38. **ADDITIONAL TERMS** –

