# **SCHEDULE A (Attachment)**

## **BOARDER & LODGING ACCOMMODATION LEASE AGREEMENT**

**LEASE AGREEMENT:** There shall only be one lease contract per unit to this agreement. Upon termination of tenancy or the absence of the main applicants; this agreement is null and void and all the boarder(s) must vacate the facilities and remove their belongings. Failing to remove their belongings the landlord shall have the right to dispose boarder(s) belongings at the boarder(s) expense.

The Boarder(s) shall not sublet the premises without the express consent of the Landlord. There shall only be a maximum of 3 people per unit living in the said premises that are covered under the full accommodation.

## **Boarder(s) All Inclusive Accomodation Rules:**

While under this lease agreement ALL applicants must be enrolled in Trent University or Fleming College or any accredited College Institution in Peterborough at all times. If any of the applicants is no longer a student the "All Inclusive Accommodation" will cease to exist and no longer apply and the Boarder(s) must pay all the inclusive utilities at their own expense as directed by the Landlord. The Boarder(s) agrees and acknowledges that the landlord shall have the right to request a student enrollment certificate at any given time as proof that they are currently enrolled in school.

The All inclusive accommodation contains *(water, hydro,existing high speed internet service, backyard lawn care maintenance, 24/7 outside perimeter security system )* It is the Boarder(s) responsibility to shovel the driveway. The use of Central AC and Dishwasher on both unit is not included in the lease agreement. The thermostat is shared between upstairs and downstairs units and it is the landlord's responsibility to designate or distribute it amongst the unit.

The All inclusive accommodation does not include the use of Electric Car Charger and all electrical outlets (at the external) of the premises cannot be used to plug in a vehicle or any equipment or devices for Electrical safety hazzard.

There are 2 Tandem Parking spaces designated for the Upstairs Unit and 1 Parking for the basement unit. Although the driveway can accommodate 4 vehicles it is the Boarder(s) responsibility to arrange it within the other unit. The Parking is only for the use of Boarder(s) and shall not be rented, sublet or used as occasional parking. Boarder(s) must adhere to municipal bylaws at all times.

Landlord shall have the right to inspect the property for proper upkeep including maintaining and calibrating the electric hot water tank and furnace. It is the boarder(s) responsibility to

report any anomalies to the landlord as soon as possible. For safety purposes Boarder(s) are not allowed to adjust the setting of the furnace thermostat or hot water tank and enter the furnace room or electrical panel room unless specifically directed by the Landlord. **Boarder(s) must carry a 1 million dollar content liability insurance at all times.** 

## Premises Security:

The premises is considered to be a legal 2 unit apartment (Upstairs and Basement Suite). The landlord at the best of his ability equipped the premises with the highest security system as possible for boarder(s) safety. At the same time it is the boarder(s) responsibility to follow security protocols at all times such as safeguarding and locking the entrance door and all windows when entering and exiting the premises. It is not the landlord's responsibility to monitor the inside of the premises.

Smoking and the use of fire related material such as plug in heaters or candles is strictly prohibited inside the premises as the property is equipped with an interconnected smoke alarm system that can go off in all the bedrooms when it is tripped.

## Internet Bandwidth:

Boarder(s) agrees that internet access to be use as normal service such as school work and shall not be use for streaming devices or business related activities including the use of servers. The bandwidth/speed is set and controlled by the internet service providers and speed may fluctuate from time to time depending on the hours and usage. The Boarder(s) further acknowledge that in the event of downtime or service outage to contact the service provider first to resolve issues before contacting the landlord.

In the event of service outages or disruption the entrance door may unlock and therefore it is the Boarder(s) responsibilities to secure all the entrance door at all times, follow landlords security outage instructions and not to compromise the safety of others living in the said premises.

Any urgent emergency boarder(s) to call the police or dial 911. Entrance doors must not be obstructed and must be accessible yet remain closed at all times under the city fire code.

# This offer is conditional upon the following:

Boarder(s) acknowledges that following items must be delivered *voluntarily* to the landlord or the landlord's agent on or before the commencement date of the lease:

-11 Post-dated rent cheques for the duration of the lease or a pre-authorized withdrawal form from a bank

-International student may be required to subject to 1 year rent payment upfront

-\$300 key deposit payable to the landlord

-Copy of tenant's insurance with 1Million Dollar Liability

- Proof of registration with any applicable utility provider (hydro, water, gas) transferred to the Boarder(s) name (*if not a student*)

## International Students:

-International students who do not have proof of credentials may be subjected to 1 year rent lease upfront plus last month's rents deposit

-Utilities & Hydro also to be transferred to their name

-1 lease and no subletting

-\$300 Key deposit payable to the landlord

-Copy of tenant's insurance with 1Million Dollar Liability

- Proof of registration with any applicable utility provider (hydro, water, gas) transferred to the Boarder(s) name

Boarder(s) volunteers to provide the landlord or landlord's agent with ELEVEN (11) post-dated cheques for the duration of the lease made payable to the Landlord on or before the closing date. Landlord and Boarder(s) agree that the monthly rental payments are due on the (1st) day of each month. See international student arrangement for international students.

Boarder(s) agrees that should any cheque be rejected by the bank at any time, for any reason, that the cheque will be replaced within 2 days by a bank draft or certified cheque and must include a \$60 bank fee. Boarder(s) agrees not to withhold any part of the rent for any reason. Boarder(s) also acknowledge that late payments on rent are subject to rent termination.

The Boarder(s) agrees to provide the Landlord with a key deposit of \$300 for sets of electronic entrance keys/code and sets of bedrooms keys for upstairs relating to the premises and any related property of interest. The Landlord agrees that such deposit will be returned in full without interest upon expiration of the lease and upon return of full sets of keys. If the boarder(s) loses or damages any of the keys and/or door locks, they will be responsible for replacing them at their own expense before moving out.

The Landlord agrees to pay the real estate taxes and maintain fire insurance on premises. Boarder(s) acknowledges that the Landlord's insurance provides no coverage for the Boarder(s) personal property. The Boarder(s) agrees to obtain and maintain in full force at all times a standard Boarder(s) Content and Liability Insurance Policy protecting the Boarder(s) against loss, damages or theft of any Boarder(s) property and providing at least \$1,000,000.00 liability coverage. Boarder(s) agrees to provide proof of this insurance to the Landlord or his Agent before the starting date of the lease.

Landlords and his agents have a right to request a latest copy of the insurance policy at any given time to make sure the policy is in full effect during the tenancy. The Boarder(s) further

acknowledges that failure to comply with adequate home insurance policy may result in termination of this agreement.

No flame, gas, profane or any flammable material are allowed including BBQ burner or stove to be used inside or outside of the premises due to fire hazard.

Boarder(s) agrees to maintain and look after the property as would a prudent owner. Boarder(s) is responsible to pay for the full cost of repairs for any and all damages caused by the negligent or willful act by the Boarder or Boarder's guest. This includes damage to the Boarder(s) unit as well as any common areas such as (hallways, appliances, chattels, fixtures, stairways, patio and amenities etc.) Boarder(s) shall not be liable for damage caused by normal wear and tear.

Landlord represents and warrants that the appliances as listed in this Agreement to Lease will be in good working order at the commencement of the lease term. The Boarders agrees to be responsible for the first \$50.00 per incident of any minor repairs and will notify the Landlord immediately of any problems requiring maintenance and hereby agree to provide access to the property for Landlord to affect the same. The Boarder(s) agrees to perform regular minor maintenance such as replacement light bulbs, remove lint waste from clothes dryer ceiling traps, cutting grass lawn, snow removal and keep the premises in clean condition.

The following items are included in the rental: Stove, Fridge, Washer, Dryer, all existing window coverings and electrical light fixtures.

Boarder(s) shall comply with all the by-laws rules and procedures of Peterborough and shall indemnify and save harmless the Landlord against all actions, proceedings, costs, expenses, claims or demands which may be made against the Landlord as a result of any breach of such rules and regulations by the Boarder or the Boarder's guests. A copy of these rules and regulations will be provided to the Boarder(s) by the Landlord.

Boarder(s) agrees not to sublet the said property or use the property as a rental unit including Air-BnB, Student Lodging or Boarding, or any short- and long-term rental accommodation. The Boarder(s) further agrees that they are not allowed to conduct any business (residentials or commercial) business within the premises.

Boarder(s) acknowledges that any existing drapes, blinds, appliances, lighting fixtures, smoke detectors, doors or other similar types of fixtures in the rented premises shall not be removed without prior written approval of the Landlord.

Boarder(s) acknowledges that there is a "No Smoking" provision attached and the Boarder and his invited guests agree to abide by this provision inside the premises.

Landlord agrees to have the property professionally cleaned prior to the commencement of the lease at the Landlords cost and Boarder(s) agrees to have the property professionally cleaned at the end of the lease term at the Boarder cost.

In the event the Landlord wishes to sell the premises or if the Boarder does not renew the lease at least sixty (60) days prior to the last day of the current lease, the Landlord or Landlord's agent shall have the right to show the property to prospective tenants or buyers by appointments between 9am and 8pm upon reasonable notice to the boarder(s).

The Landlord shall have the right to visit the unit two (2) times per month, upon notice to the boarder(s), to inspect and calibrate furnace and hot water tank and to inspect the premises to verify that the unit is being maintained and cared for.

The applicants warrant the identity of the Boarder(s) and swear that the application is accurate and true. The Boarder(s) acknowledge that any violations, misrepresentations, on their application can result in termination of this agreement.

The Landlord and Boarder(s) acknowledge that this is a 1 year lease and the Landlord reserves the first right of refusal on the renewal and/or continuation of this agreement.

The Boarder(s) acknowledge that all utility bills must be transferred to their name and all the requirements (Content Insurance, Key Deposit) must be submitted before moving in. \* (for non student)

The applicants understand that they should pay the monthly rent voluntarily in advance except for the last rent deposit that the monthly rent portion is not refundable upon early termination of this said agreement.

### Housekeeping Rules:

The Boarder(s) agrees to adhere the following:

- Not to make any decorating changes to the premises without the express written consent of the Landlord or Landlord's authorized agent.
- Not to flush hygiene items into the toilet bowl to prevent toilet clog. Upon toilet clog the boarder(s) must use a toilet plunger/flusher first by themselves that was provided by the landlord before contacting the Landlord.
- Not to use or store any item inside the upstairs and downstairs upper rangehood countertop kitchen cabinet on top of the kitchen range-hood or alter any electrical

wiring inside it due to electrical safety hazard. The cabinet and all electrical equipment must not be modified and the cabinet must remain closed at all times.

- Must pull the door directly shut when exiting or leaving the premises and must make sure the door is properly locked when exiting behind including the bedroom doors.
- Not allowed to remove or move the fire extinguishers and must be directly accessible at all times during an emergency.
- Not allowed to use candles or any flammable materials including electric heaters or plug in heaters inside the house.
- Must turn the bathroom fan on when showering and must turn the kitchen rangehood fan when cooking.
- Not to leave dirty dishes or plates in the kitchen or inside the bedroom to prevent unwanted breeding infestation of insects (mice or rodents etc).
- Must keep all the garbage properly contained to prevent unwanted animals in the lawn and to also prevent unwanted infestation of insects in the yard.
- Must follow Peterborough proper garbage disposal schedules, wet food and recycle bin disposal.
- To shovel snow in the driveway during wintertime
- To report to the landlord at the earliest possible time any anomalies in and front and back yards.
- Agrees that facilities are strictly for residential purposes only and not to be used for any kind of personal or commercial business.
- Not to store any personal belongings of any kind at the backyard including the shed, underneath the backyard porch or use the backyard as storage of any kind.
- Must be courteous respectful and be considerate to neighbours at all times
- Not allowed to store personal belongings inside the furnace room.
- There is strictly no smoking allowed inside the premises due to fire alarm

- Not allowed to access the electrical panel without express authorization of the Landlord or Landlord Agents
- Must not operate central AC and Dishwasher
- Agrees landlord and his agents exclusive entry to the premises including the Basement bedroom where the electrical panel is located during an emergency. The Landlord and his agents shall have exclusive access to the property including the electrical panel at any given time during the emergency without the express consent of the boarder(s) living in the premises.
- Agrees not to erect an inground or above ground swimming pool including erecting animal enclosure of any kind in the backyard.
- Not to cover the grass lawn or do anything to kill the grass.
- Agrees to respect "Upstairs/Downstairs" Boarder(s) quiet enjoyment and privacy at all times. It is encouraged to settle any dispute between neighbours amongst themselves and that Boarder(s) to settle their own differences as a grown adult.
- To lock their respective bedroom at any given time to prevent unwanted theft. Lock all the windows and doors when exiting the premises and not tamper with security systems in place.

### Acknowledgement:

Boarder(s) agrees and warrants that a violation of this agreement including housekeeping rules can be grounds for termination of this lease agreement including eviction.

### Main Applicant (Responsible For Providing Monthly Checks)

Boarder(s) Name: (	(Main Applicant)	
Boarder(s) Name:		
Boarder(s) Name:		