

SCHEDULE "B" TO THE AGREEMENT TO LEASE

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

TENANT, _____
LANDLORD, _____

For the Lease of: 40 Alexander Street Toronto, Ontario M8V 2K8

Notwithstanding anything in the preceding attached printed form to the contrary, the following terms and conditions shall apply to the Agreement to Lease.

The Landlord and Tenant agree that the Ontario Standard Form of Lease will be signed with or after acceptance of the agreement by the Landlord and Tenant.

The following people will be the only people occupying the premises:

Tenant agrees and warrants that only those persons named in this agreement and accompanying rental application shall reside at the premises and that no other person shall be permitted to reside at the premises without the prior written consent of the landlord.

INCLUDED: The Landlord agrees that the following appliances will remain on the premises & are included for the use of the Tenant. Said appliances will be in good working order: Fridge, stove, dishwasher, microwave/exhaust, washer, dryer, electrical light fixtures and existing blinds, Ring doorbell / security system (no contract included).

Furniture included:

- Backyard furniture: outdoor couch and two chairs, 6 outdoor dining chairs, hammock frame only.
- Consolle in dining area and wall mounted TV stand

The Tenant agrees to maintain said appliances and furniture in a state of ordinary cleanliness at the Tenant's own cost.

Tenant's responsibilities:

- Monthly base rent payments
- Tenant's insurance: contents/fire/liability insurance as outlined below
- Cable/Internet/Phone
- Garbage and recyclables removal
- Light garden clean-up (ie. lawn mowing) & snow removal of the sidewalk/driveway (tools provided by the Landlord)

Landlord's responsibilities:

- Municipal taxes
- Property insurance
- Utility costs: Hydro, Heat, Water/Garbage, and any rentals
- Semi-annual garden clean-up

Tenant Initials _____

Landlord's Initials _____

The Tenant agrees not to decorate or make any alterations or additions to the premises (including but not limited to painting the unit) without written consent of the Landlord.

The Landlord & Tenant agree that the back shed is used for Landlord storage and is not to be accessed by the Tenant.

The Tenant agrees that they will be required to pay an increase in utility costs if they are found to be using an excess of electricity from sources such as from hosting servers or mining cryptocurrencies.

The Tenant agrees to adhere to the Toronto City By-laws and Municipal Code during the entire lease period.

The Tenant and Landlord agree to adhere to the Legislation outlined by the Residential Tenancies Act; Ontario Landlord and Tenant Board during the entire lease period. The Tenant's agent will send a link of the Ontario Residential Tenancies Act to their client so that the Tenant is familiar with both the Landlord and Tenant rights and responsibilities.

The Tenant agrees to notify by text to phone or email, and provide to the Landlord, any mail not addressed to the Tenant during the term of the tenancy.

The Tenant shall give the Landlord prompt notice by text to phone and e-mail of any accident or defect in the mechanical systems that includes but is not limited to: water pipes, heating apparatus, electrical issues, and so on.

The Tenant acknowledges and accepts that they are not permitted to sublease the property on AirBnB, Vrbo or any other short term rental website that serves a similar function, during the term of this lease or any extension thereof.

The Tenant agrees to be responsible for replacing minor items, such as light bulbs and furnace filters, at the Tenant's own expense; and to maintain smoke detectors, CO detectors and fire extinguisher (if applicable) in an operable mode at all times, replacing any batteries as needed and never disabling them.

The Tenant agrees to pay the Landlord an amount of TWENTY DOLLARS (\$20.00) for each returned/non payment cheques for administration fees during the lease period.

The Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's own cost.

The Landlord shall pay real estate taxes & maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property. The Tenant agrees to maintain "Tenant's insurance package" (fire insurance package, liability accommodation & belonging insurance coverage) including no less than \$2 million dollars liability, during the term of the lease & provide the Landlord with proof of the same FIVE days prior to occupancy. Keys to the property will be released on the aforementioned occupancy date once Certificate of Insurance & confirmation of utilities transferred are provided by the Tenant to the Landlord.

The Landlord agrees to provide the Tenant/s with two sets of keys (or fobs) to access the unit and that the Tenant agrees to return all the keys and fobs to the Landlord upon the termination of the Lease.

Tenant Initials _____

Landlord's Initials _____

If the lease term is renewed or continues on a month-to-month basis once the lease term expires the Tenant will renew the insurance policy for the entire time the Tenant occupies the property.

The Tenant agrees that any occupants of the premises and, including without limitation, any visitors, guests and business invitees shall not smoke or vaporize tobacco marijuana, and any illicit drugs anywhere in or upon the premises rented by the Tenant.

It is understood that the Tenant shall not smoke in or on the property. **Tenant Initials:** _____

The Tenant is responsible for cleaning out the property prior to vacancy. The property will be inspected prior to vacancy, if the property has not been cleaned, debris and garbage not removed; the Tenant agrees to pay for a cleaning service. Cleaning services must be paid for prior to vacancy.

The Tenant and any occupants of the premises and, including without limitation, any visitors, guests and business invitees shall not sell, distribute, cultivate, propagate or harvest any cannabis or cannabis plants within the meaning of the Cannabis Act, S.C. 2018, c. 16 and the Cannabis Act, 2017, S.O. 2017, c. 26 as amended from time to time, anywhere in or upon the premises rented by the Tenant, the building where Tenant's premises are located or in any of the common areas or adjoining grounds of such building. Contravention of this provision shall be deemed to be a material breach of the lease and grounds for termination of the lease.

The Tenant and/or any guests on the premises agree to be responsible for all damages whatsoever caused by his/her willful or negligent conduct. This includes damage to any items left for the Tenant's use or damages resulting from his/her failure to notify the landlord promptly of any defect or damage within the rental premises requiring repairs.

The Tenant agrees not to carry on any type of business and/or criminal type activity within the premises.

The Tenant agrees to allow the Landlord and/or sales representative access to the premises at mutually agreeable times, during the last two months of the tenancy, for the purpose of showing potential Tenants or Purchasers.

The Tenant(s) is responsible for all damages *beyond normal wear and tear*, and applications of paint and or wall coverings without specific written permission of the Landlord is considered a damage to the property and the cost of returning the premises to the original state is at the Tenant(s) expense. Furthermore, the Tenant and any guest on the premises agree to be responsible for all damages whatsoever caused by his/her willful or negligent conduct. This includes damage to any items left for the Tenant's use or damages resulting from his/her failure to notify the landlord promptly of any defect or damage within the rental premises requiring repairs.

The Landlord and/or representative may enter the premises following written notice given to the Tenant at least 24 hours' in advance, to carry out repairs or to allow a potential mortgagee, insurer, or purchaser to view the premises. Such notice must specify the reason for entry, the day of entry, and a time between the hours of 8 a.m. and 8 p.m. Notice is not required in cases of emergency or if the Tenant consents to the entry at the time of entry.

The Tenant acknowledges that the Feature Sheets and marketing materials provided by the Listing Broker with respect to this property were ordered and obtained for their respective purposes. The Listing Broker makes no representations or warranties regarding these materials and/or their content. Any reliance on

Tenant Initials _____

Landlord's Initials _____

the materials is at the Tenant's sole risk. The Tenant agrees to indemnify and hold harmless the Landlord, the Listing Broker and its Sales Representatives for any errors, omissions and any representations, express or implied, contained in the materials.

It is understood and agreed the TENANT shall upon acceptance of this Agreement of Purchase to Lease (a) Deliver a certified cheque or bank draft to Babiak Team Real Estate Brokerage Ltd on account of the deposit or (b) Deliver an uncertified cheque and then exchange it for a certified cheque or bank draft by 7:00 p.m. on the first business day following the date of acceptance, failing which the Landlord reserves the right in his/her sole discretion to declare this Agreement to Lease null and void by giving notice by email, fax or hand delivery to the Buyer or his agent.

The parties to this agreement hereby acknowledge and agree that the deposit holder, Babiak Team Real Estate., shall place the deposit into its non-interest-bearing real estate trust account, and no interest shall be earned, received, or paid on deposit.

NOTICES: When not in multiple representation notices pursuant to this Agreement can be received by the Landlord electronically at babiakoffice@gmail.com

Tenant Initials _____

Landlord's Initials _____