

This Agreement to Lease dated this..... day of..... 20.....

**TENANT**.....  
(Full legal names of all Tenants)

**LANDLORD**.....  
(Full legal names of all Landlords)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** The "Premises" consisting of approximately.....square.....more or less on the.....floor of the "Building" known municipally as..... in the..... of....., Province of Ontario, as shown outlined on the plan attached as Schedule ".....".

2. **USE:** The Premises shall be used only for.....

3. **TERM OF LEASE:** The Lease shall be for a term of.....years ..... months commencing on the..... day of....., 20....., and terminating on the.....day of....., 20.....

4. **RENTAL:** At a rental of \$..... per annum, payable \$..... monthly in advance, on the..... day of each month during the said term, plus HST.

5. **DEPOSIT AND PREPAID RENT:** The Tenant delivers.....  
(Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to..... "Deposit Holder" in the amount of..... Canadian dollars (Can\$......) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the Landlord against the ..... and.....month's rent and HST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

6. **ADDITIONAL TERMS**

7. **SCHEDULES:** The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s).....

8. **IRREVOCABILITY:** This offer shall be irrevocable by.....until..... on the..... day of.....,20.....after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

It is further understood that all representations by the Landlord or any of the Landlord's representatives are set out in this Agreement.

9. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: ..... FAX No.: .....  
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: ..... Email Address: .....  
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

**INITIALS OF TENANTS(S):**

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**INITIALS OF LANDLORD(S):**

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