

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
(feet/metres)

"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.....
(Landlord/Tenant)

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):

.....




INITIALS OF LANDLORD(S):

.....

10. **EXECUTION OF LEASE:** The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement subject to minor adjustments. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.
11. **AGREEMENT IN WRITING:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
12. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
13. **BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.
14. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:



IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Tenant or Authorized Representative)	 (Seal)	DATE.....
..... (Witness)	..... (Tenant or Authorized Representative)	 (Seal)	DATE.....
..... (Witness)	..... (Guarantor)	 (Seal)	DATE.....

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Landlord or Authorized Representative)	 (Seal)	DATE.....
..... (Witness)	..... (Landlord or Authorized Representative)	 (Seal)	DATE.....

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and

written was finally accepted by all parties at..... this.....day of....., 20.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.

Co-op/Buyer Brokerage..... Tel.No.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement and I authorize the Brokerage to forward a copy to my lawyer.

.....DATE.....
(Landlord)

.....DATE.....
(Landlord)

Address for Service:
..... Tel. No.

Landlord's Lawyer.....

Address.....

Email.....

.....
Tel. No. . FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement and I authorize the Brokerage to forward a copy to my lawyer.

.....DATE.....
(Tenant)

.....DATE.....
(Tenant)

Address for Service:
..... Tel. No.

Tenant's Lawyer.....

Address.....

Email.....

.....
Tel. No. . FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To:Co-operating Brokerage shown on the foregoing Agreement to Lease:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all monies received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)

