

# OFFER INFORMATION CLAUSES LEASES

LESSOR/LANDLORD: \_\_\_\_\_

LESSEE/TENANT: \_\_\_\_\_

LISTING BROKER: \_\_\_\_\_

CO-OPERATING BROKER: \_\_\_\_\_

KNOWN MUNICIPALLY AS (ADDRESS):  
\_\_\_\_\_

TOWN: \_\_\_\_\_ BOROUGH: \_\_\_\_\_ CITY: \_\_\_\_\_

TERM OF LEASE: 1 year

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

ANNUAL RENTAL: \_\_\_\_\_ MONTHLY RENTAL: \_\_\_\_\_

PAYMENT DATE (i.e. first of month, 15th of month, etc.) \_\_\_\_\_

DEPOSIT CHEQUE: \_\_\_\_\_

SUBMITTED (Please circle): Herewith / Upon acceptance

DEPOSIT APPLIES TO (ie. 1st & last month, etc.): 1st & Last

PREMISES TO BE USED FOR: RES

IRREVOCABLE DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ (AM/PM)

COMMISSION: As mentioned in MLS

LISTING BROKER'S FAX: ( ) \_\_\_\_\_

CO-OPERATING BROKER'S FAX: ( ) \_\_\_\_\_

1. It is understood and agreed that Lessee agrees to pay the cost of all utilities and hot water tank (rental) required on the premises during the term of the lease and any extension thereof.
2. It is understood and agreed that the premises shall be leased in its present condition, and shall include all existing electric light fixtures, fridge, stove, washer, dryer, built-in dishwasher, drapes, drapery tracks, vertical blinds, broadloom where laid, air conditioning.
3. Lessee shall have the option to renew this Lease for an additional one year, at a price that complies with the Rent Control Section of the Landlord and Tenant Act and such notice to exercise this action shall be given in writing to the Lessor at least 60 days prior to the expiry of this Lease.
4. The Lessee shall maintain the property and appliances in good condition and shall pay the first \$50.00 of the cost of each repair and the entire cost of repair of damage caused by the Lessee's willful damage or negligence. The Lessor shall be responsible for repair costs over \$50.00 per repair, provided that notice is given to them by the Lessee of any major repairs necessary.
5. This offer is conditional until midnight of \_\_\_\_\_ upon the Lessor receiving a satisfactory report back from all credit and other references supplied by Lessee, failing which this offer shall become null and void and the Lessee's deposit shall be returned in full without interest or deduction. This condition is provided for the benefit of the Lessor and may be waived at their sole option.
6. The Lessee agrees that no alterations be done to the exterior or interior of said premises without the written consent of the Lessor.
7. Lessee agrees to maintain the lawn, garden, shrubs, and trees on the premises in good condition and the sidewalks free of snow and ice at their cost.
8. Lessor shall pay the real estate taxes on the premises and maintain fire insurance on the premises. Lessee acknowledges that the Lessor's insurance on the premises provides no coverage on the

**Lessee's personal property.**

- 9. The Lessee hereby agrees to sign a House Lease/Apartment Lease within ten (10) days of acceptance of this offer or one day prior to the date set for occupancy whichever is earlier.
- 10. In the event the Lessor should offer the subject premises for sale, Lessor agrees that Lessee shall have the first right of refusal to purchase property.
- 11. This offer is conditional until midnight of \_\_\_\_\_ upon Lessee being able to inspect the property and find premises satisfactory for their needs, otherwise this offer shall become null and void and the deposit returned to the Lessee. This condition may be waived at the Lessee's sole option.
- 12. Lessee agrees to co-operate with the Lessor in allowing his representative to enter premises for the purpose of inspection, repairs and alterations at reasonable hours.
- 13. Lessee shall not sublet the entire premises or part thereof, without the consent and written approval of the Lessor.
- 14. Neither pets nor commercial activities are allowed on said property.
- 15. Lessee grants permission to Lessor to run a credit check on Lessee.
- 16. Lessee shall give the Lessor prompt written notice of any accident or other defect in the water pipes, gas pipes, or heating apparatus, telephone, electric or other wires.
- 17. It is also understood and agreed that 60 days prior to the expiry of the said lease, the Lessor or his agent shall be permitted access to the said leased premises for the purpose of inspection or to show new tenants or prospective buyers.

***See over for more clauses . . .***

18. The Lessor shall be entitled to show the said property during the lease period at a reasonable hour, provided 24 hours notice is given.
19. Lessee to provide Lessor with TEN (10) post-dated cheques on said property. **(NOTE: This cannot be enforced even if Lessee agrees).**
20. Lessor is not responsible for any accidents on the real property created by the Lessee's negligence, and if damage is caused, Lessee agrees to replace at own expense the damage caused by the Lessee's negligence.
21. Lessor and Lessee agree that the execution of this Agreement of Offer to Lease or any amendment thereto or any notice or waiver required to be given pursuant thereto may be delivered by a facsimile and such facsimile copy shall be deemed to have the same force and effect as an executed original.
22. SUB-AGENT CLAUSE (FOR LEASES)
23. SINGLE AGENCY CLAUSE (FOR LEASES)
24. **BUYER-BROKER COMPENSATED THRU LISTED BROKER (FOR LEASES) \*\*\***
26. DUAL AGENCY CLAUSE (FOR LEASES)