



LEASE AGREEMENT

THIS AGREEMENT made in duplicate this day of _____, _____, 20__.

BETWEEN: The Chippewas of Georgina Island First Nation

Hereinafter called the LESSOR

PARTY OF THE FIRST PART

AND:

Hereinafter called the LESSEE

PARTY OF THE SECOND PART

WITNESS that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the Lessee, to be paid, observed and performed, the Lessor hereby leases unto the Lessee, for use the occupation as a RESIDENCE unfurnished, and for no other purposes, upon the following conditions:

The Lessee agrees not to allow the residence to be occupied by anyone other than the persons listed in this agreement without the knowledge and consent of the Lessor. It is understood that the following only may occupy the rented premises:

Name: _____ Date of Birth: _____

Band No. _____

TO HAVE AND HOLD the said demised premises for and during the term of one year to be computed from the 1st day of _____, and from thence forth next ensuing and fully to be complete and ended the 31 day of _____.

YEILDING AND PAYING therefore unto the Lessor, monthly in advance during the term herein granted, the sum of Three hundred forty-five dollars (\$345.00) payable as follows: \$ 345.00 + DEPOSIT upon signing the agreement, amounting to the first and last months rent of the above unit during the continuance of this agreement, \$ 345.00 rent on the first day of each and every month thereafter, the first of such payments to become due and payable on the 1st day of _____.

The Lessee covenants with the Lessor that the Lessee will pay all utilities in connection with the demised premises, including all electric, telephone, insurance costs for contents and shall heat the demised premises at their own expense.

Upon the execution of this agreement the Lessee shall pay to the Lessor the sum of \$ 345.00(LAST MONTH'S RENT)as the security deposit, acknowledged as received in full. The security deposit is to be used against any unpaid rent, unpaid utilities or to be applied towards any damage, as per the attaché Appendix "B" and forming part of this agreement, caused by the Lessee or by any persons permitted on the premises by him. The security deposit shall be returned to the Lessee upon completion of the rental term provided there are no unpaid utilities and an inspection of the premises confirms no damage to the premises has been done.

The Lessee covenants with the Lessor to pay rent, to maintain the premises in good condition and repair and in an ordinary state of cleanliness, and to repair damage caused by his willful or negligent conduct or that of persons permitted on the premises by him.

The lease may be renewed at the expiration of the 1 year term subject nevertheless to the approval of the Band Council or it's designated housing authority. The Lessee shall give the Lessor or its designated housing authority two months or 60 days notice in writing before expiration of the lease of his intention to renew or relinquish the lease.

The Lessor covenants with the Lessee for quiet enjoyment and to keep the premises in a good state of repair and fit for habitation during the herein term of the lease and will provide suitable means for heating of the premises except during the making of repairs, provided such repairs shall be made promptly subject only to delays beyond the Lessor's control, but should the Lessor make default in performing his obligations hereunder, he shall not be liable for indirect or inconsequential damages or damages for personal discomfort or illness.

The Lessee is to be responsible for obtaining tenants' insurance.

The Lessee will not do anything or permit to be done on the premises anything which may be annoying to the Lessor or which the Lessor may deem to be a nuisance on the said premises.

The Lessee shall promptly notify the Lessor of any repairs to be made by the Lessor and the Lessor shall be permitted to enter the premises for the purposes of viewing and making any such repairs. The Lessor by giving the Lessee 24 hours written notice.

The Lessee covenants not to assign or sublet the herein lease.

Provided that the Lessor may re-enter and retake possession on nonpayment of rent or nonperformance of covenants.

Provided that, when not in default hereunder, the Lessee may remove his fixtures, if such removal may be and is done without injury to the premises.

Provided that in event of damage by fire, lightning or tempest, rent shall cease until the premises are rebuilt.

The Lessee covenants with the Lessor that he will not at any time during the herein term of the lease, without the consent in writing of the Lessor use, or permit to be used, the premises for any business or for any other purpose than as a residence.

The Lessee covenants and agrees with the Lessor that he will not without the consent of the Lessor, erect or cause to be erected on the building or any part thereof any television or radio antenna (satellite) or any other device or apparatus whatsoever, and if any such television or radio antenna (satellite) or any other device or apparatus is erected without such written consent, to immediately remove the same upon request of the Lessor or their representative.

The Lessee further agrees that if any such television or radio satellite, device or apparatus is erected on the building he (whether with or without the consent of the Lessor) will at his own expense repair any damage done to the building or premises by erection, maintenance or removal thereof and will indemnify and save harmless the Lessor, his servants or agents from all liability for damages to person or property as a result of the erection, maintenance or removal thereof.

The Lessee further covenants and agree with the Lessor that, in case the premises shall be abandoned or vacated, the Lessor, in addition to all other rights hereby reserved to him, shall have the right to enter the same as the agent of the Lessee, either by force or otherwise, without being liable for any persecution therefore, and to relet the premises as an agent of the Lessee and to receive the rent therefore, Provided that, if the rent hereunder is overdue and the premises are vacant or abandoned, the Lessor shall be entitled to take immediate possession thereof.

The Rules and Regulations annexed hereto and marked Appendix "A" are applicable to the building and are binding on the Lessee, his family, visitors, guests, clerks and agents.

The Lessee shall give the Lessor prompt written notice of any accident or any other defect in the water pipes or heating apparatus, electric light or other wires.

The Lessee shall be liable for any damage done due to water being left running from taps, dishwashers, washing machines etc. in the premises.

Provided that, if the Lessee remains an occupant of the premises after expiration of the term hereby granted without a written agreement to the contrary and no such notice has been given, he shall not be deemed to be a tenant from year to year, but shall be a monthly tenant at a rental equivalent to the monthly payment of rent herein provided for, payable on advance, and shall apply to such monthly tenancy.

Provided that, upon the notice of termination of the herein lease being given, the Lessor shall have the right, at reasonable times during the daylight hours, to enter and show the premises to prospective tenants. Subject only in cases of emergency, at all other times the Lessor shall not be permitted to enter premises until he first supplied the Lessee with written notice given at least 24 hours before the time of such entry and such entry shall be made during the day light hours.

If the Lessee is obliged to vacate the premises on or before a certain date and the Lessor has entered into a lease with a third party to rent the premises, thereby causing the Lessor to be liable to such third party then the Lessee shall, in addition to any other liability hereunder, indemnify the Lessor the losses suffered of this failure to vacate.

In Witness whereof the said Parties have hereunto set their hands.

Witness

LESSOR
PARTY OF THE FIRST PART

Witness

LESSEE
PARTY OF THE SECOND PART

APPENDIX "A"

RULES AND REGULATIONS

1. The sidewalks and entry passage shall not be obstructed by any of the tenants or use them for any other purposes that for ingress and egress.
2. All tenants must observe strict care not to allow their windows to remain opened to admit rain or snow, any damage caused by such carelessness would be the responsibility of the tenant.
3. No tenants shall do, or permit anything to be done in the said premises or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the building, or on property kept therein, or obstruct or interfere with the right of other tenants or in any way injure or annoy them, or conflict with the laws relating to fire or with regulations of the fire department or with any insurance policy upon the building or any part thereof.
4. The water shall not be left running unless in actual use in the leased premises.
5. All glass, locks and trimming in or upon the doors and windows of the leased premises shall be kept whole, and whenever any part thereof become lost or broken, the same shall be immediately replace or repaired under the direction and to the satisfaction of the Lessor and his agents, and such replacements and repairs shall be paid for by the tenant of the said premises.
6. Tenants, their families, guests or visitors shall not make or permit any improper noise in the building or on the premises or do anything that will annoy or disturb or interfere in any way with other tenants or those having business therein.
7. No animals shall be kept in or about the premises.
8. No stores of combustible or offensive goods, provisions or materials shall be kept upon the demised premises.
9. Noise caused by any instrument or other devices that in the opinion of the Lessor may be calculated to disturb the comfort of other Lessees shall not be permitted by the Lessee in the demised premises.
10. No heavy furniture shall be moved over floors, halls, landings or stairs so as to mark same and the Lessee will be held responsible for any damage to the building caused by moving furniture in or out of said premises.
11. The premises must be left clean and in good condition at the expiration of the term.
12. The Lessor shall have the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the premises and for preservation of good order therein and the same shall be kept by the tenants, their families, visitors, guests, clerks and agents.
13. All vehicles are to be parked in their designated spot on the driveway (paved surfaces) only and driveways are not to be used for repairing vehicles nor are any vehicles not in operating condition allowed on the premises.

14. The Lessee shall keep sidewalks affronting the premises clear of ice and snow and shall keep the roadway affronting the premises free of any obstruction to allow for snow removal equipment
15. The landlord, as stipulated in the lease agreement, is to keep the premises in a good state of repair and fit for habitation. Repairs that are regarded as the landlords, responsibility are those having to do with the structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the tenant(s) or guests, which if not corrected, makes the premises unfit for habitation. The tenant must give the landlord reasonable notice and time to rectify the problem and the withholding of rent until repairs are corrected will not be accepted as justification for non payment of rent. In addition, there is no justification for the nonpayment of rent for minor deficiencies.
16. Decorating, such as painting, and minor repairs are the responsibility of the tenant but must notify the Lessor or their agent of such action. Inspections at least once a year, time permitting, will be carried out and repairs required listed. The landlord will bear the cost of repairs deemed the landlord's responsibility. Repairs deemed the tenant's responsibility, will be directed to the tenant to carry out to the satisfaction of the Lessor. Failure of the tenant to carry out the repair, within a reasonable time, will result in the landlord doing so and charging the cost to the tenant. Failure of the tenant to remit payment for the repairs is a breach of the lease agreement. Disagreements between the landlord and tenant's responsibility for repairs will be taken to the Housing Committee for a final decision.
17. The tenant, upon default made in rent, covenants and agreements contained in the Lease Agreement, will be given written notice, by the landlord, identifying the premises, the date such notice to the tenant personally, handing it to a person on the tenant's premises or sending it by registered mail. Tenants having been served notice of termination however have corrected the situation thereby avoid termination, and default again for any reason, will be served notice again with no opportunity to correct the situation. Termination will proceed.
18. Some reasons for **immediate eviction**
 - Tenants fails to pay one month's rent when due.
 - Tenant creates a disturbance or interferes with rights or other tenants or landlord.
 - Tenant has others residing in premises not declared on the lease.
 - Tenant carries out or permits illegal activities or business in the premises.
 - Tenant assigns or sublets the premises.
 - Tenant impairs the safety of other tenants.
 - Tenant fails to pay utilities when due.

Eviction at Expiration of Lease Term

- Tenant is usually late in rent and utilities payments.
- Tenant causes undue damage to property.

19. Eviction Procedures

Landlord sends notices as specified in (17) above that the lease will be terminated, effective 20 days from the date of the notice, with notification that the termination can be avoided if the tenant rectifies, within 15 days, the reasons for the termination” as outlined in the Notice of Rent or Lease Default. Any tenant disputing the reasons for termination must submit this in writing within 15 days. If tenant fails to rectify or correct the reasons for termination within the 15 days, the Housing Department will proceed to issue the eviction order that will specify a date that the tenant must vacate the premises. This eviction date will be 10 days following the Notice of Termination of Lease date. If tenant fails to vacate the premises, the landlord has the authority to change the locks and cut off services such as electricity, heating and water.

APPENDIX "B"
DAMAGE & CLEANING CHARGES (IF APPLICABLE)

FLOORING:	
Rug Replacement (due to damage)	\$ to be assessed
Vinyl Replacement (due to damage)	\$ to be assessed
WALLS & CEILINGS:	
Repairs to walls ie. Holes in drywall	\$ to be assessed
Wallpaper Removal	\$ 20.00 per hour
Painting over dark colours	\$ 80.00 per room
KITCHEN:	
Stove (cleaning)	\$ 40.00
Refrigerator (cleaning)	\$ 30.00
Counter Top Replacement due to burns/cuts	\$ 200.00
Sink, Drain Stoppers replaced	\$ 5.00 each
LIGHT FIXTURES:	
Breakage and/or Missing Parts	\$ 5.00 - \$ 50.00 and assessed
Light Bulbs burned out or missing	To be assessed
WINDOWS & DOORS	
Screen Door – repairs	\$ To be assessed
Glass Replacement	\$ To be assessed
Interior & exterior doors	\$ To be assessed
BATHROOM	
Cleaning of sink, tub, cabinets, etc.	\$ To be assessed
MISCELLANEOUS:	
Smoke detector and/or CO detector replaced	\$ 35.00 each minimum
Removal of debris, disposal of items left in unit	\$ 20.00 per hour
Re-keying of locks if keys not returned	\$ 35.00

I AUTHORIZE RECOVERY OF THESE CHARGES BY THE CHIPPEWAS OF
 GEORGINA ISLAND FIRST NATION AS ASSESSED.
 (PRICES SUBJECT TO CHANGE)

 DATE

 TENANT SIGNATURE

 DATE

 TENANT SIGNATURE

 DATE

 REPRESENTATIVE OF THE
 CHIPPEWAS OF GEORGINA ISLAND