

**LEASE AGREEMENT**

Name: <i>John Smith</i>	ID Type and #: <i>DL 012345</i>
Address: <i>South Fraser Way</i>	
City and Province: <i>Abbotsford, BC</i>	Postal Code: <i>V2T 1X8</i>

Company Name: <i>Smith Mortgages Ltd</i>	Incorporation #:
Nature of Business: <i>Mortgage and Insurance</i>	Website:
Address: <i>South Fraser Way</i>	
City and Province: <i>Abbotsford, BC</i>	Postal Code: <i>V2T 1X8</i>
Telephone #: <i>604-000-0000</i>	E-mail Address: <i>johnsmith@samplemail.com</i>

Unit # and Location: <i>Unit 2300 - The Mark Abbotsford</i>	Start Date (MM/DD/YYYY): <i>April 1, 2020</i>
Length of Agreement: <i>12 months</i>	Notice Period: <i>2 months</i>
Total Monthly Gross Rent: <i>\$1000</i>	Monthly GST: <i>\$50.00</i>
Security Deposit: <i>1 month total unit lease and fobs</i>	

<b>NOTES:</b> <i>Inclusive of: Utilities Fully-furnished office \$120 credits every month Complimentary Coffee and Tea</i>
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We are Backbone Offices Ltd. This Agreement incorporates our terms of business set out on pages 2 and 3 of this document which confirms you have read and understood. We both agree that we have had the option to have independent legal advice prior to sign this agreement. We would like to confirm that we both complied with those terms and our obligations as set out in them. Note that the Agreement does not come to an end automatically. See "Bringing Your Agreement To An End".

Name - Client (printed)

*John Smith*

Name - Landlord (printed)

*BackBone Offices*

Title (printed)

*President*

Title (printed)

*Leasing Manager*

Date (MM/DD/YYYY)

*March 1, 2020*

Date (MM/DD/YYYY)

*March 1, 2020*

SIGNED on your behalf (Client)

SIGNED on our behalf (Landlord)



# TERMS OF BUSINESS

## USING BUILDING CENTRES

### 1. We are Backbone Offices Ltds referred to as the Landlord.

These are our terms of this agreement. They apply to the property lease / services Agreement which you the client have signed (which we refer to simply as *your Agreement*). Your Agreement supersedes any previous Agreement you may have with us for the same services and contains all the terms we have agreed.

## STANDARD SERVICES INCLUDED IN YOUR STANDARD FEE

### 2. Amenities

We are to provide certain amenities for which you have agreed to pay in the center stated in your Agreement (also referred to in this Agreement as "Amenities"). Amenity availability & allowance for use are subject to change.

### 3. Services

We are to provide the services / space described on page one (1) of this Agreement.

## USING THE ACCOMMODATION

### 4. The Nature Of Your Business

You must only use the accommodation for purposes, and only for the business stated in this agreement or subsequently agreed upon. You must not carry on a business, which competes with our business of providing executive or conventional office accommodations or that is unethical or illegal. You must not use the Landlord's name or any of its associated companies in any way in connection with your business.

### 5. Taking Care of Our Property

You must take good care of all parts of the centre, and its fittings. You must not alter any part of it without written consent of the Landlord. You are liable for any damage caused by you or those under your authority in the center.

### 6. Office Equipment (applicable to full time clients office only)

If needed, you may install cables, IT or telecom connections that are allowed by the specific centre through licensed professionals with proper licenses and in coordination with the Landlord.

### 7. Security

If needed for your type of usage, a security access card will be provided to you. Any loss of entry cards must be reported to the Landlord. Any requests for additional cards will be charged extra.

### 8. Comply With the Law

You must comply with all relevant laws and regulations in the conduct of your business. You must do nothing illegal. You must not do anything that may interfere with the use of the center by us or by others cause any nuisance or annoyance, and increase the insurance premiums we have to pay or cause loss or damage to us or to the owner of any interest in the building, which contains your Accommodation. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to us for the execution of your Agreement and (b) any violation by you of the foregoing sentence shall constitute a material default by you hereunder, entitling us to terminate your Agreement.

### 9. Comply with Building Rules

You must comply with any building rules which are imposed generally on users of the centre whether for reasons of health and safety, fire precautions or otherwise.

### 10. Insurance (applicable to full time clients office only)

If you are a full-time office tenant, it is your responsibility to arrange insurance for your own property / contents, which you bring into the center and for your own liability to your employee(s) and to third parties. This insurance must be in the amount of \$2,000,000 and must name the Landlord as a named insured or an additional loss payee. You will provide us with a copy of the policy for our record.

In the case that the Client does not have insurance policy, the Landlord can choose to provide the Client with an insurance coverage (after given seven (7) days written / email notice) under the Landlord's own insurance policy. In such case, the Landlord will charge the Client for premium(s) accordingly.

## PROVIDING THE SERVICES

### 11. Access To Your Accommodation

In case of emergency, we can enter your accommodation at any time and as a matter of courtesy we will try to inform you in advance of such an occurrence.

### 12. Suspension Of Services

We may, by notice, suspend the provision of services (including access to the center) for reasons of political unrest, strikes, or other event beyond our reasonable control, in which event payment of the standard fee will also be suspended for the same period.

### 13. Our Liability

We are not liable for any loss as a result of our failure to provide a service as a result of mechanical breakdown, strike, delay, failure of team, termination of our interest in the building containing the center or otherwise unless we do so deliberately or are grossly negligent. We are also not liable for any failure until you have informed us about it in writing and given us a reasonable time to make it right. You agree (a) that we will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, your Agreement and / or your use of the services except to the extent that such loss, damage, expense or claim indirectly attributable to our deliberate act or our gross negligence (our liability); and (b) that our liability will be subject to the limits set out in the next paragraph. We will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss.

## YOUR AGREEMENT

### 14. The Nature Of Your Agreement

The whole of the center remains our property and in our possession and control. You acknowledge that your Agreement creates no leasehold estate or other real property interest in your favor with respect to the accommodation.

### 15. Sublet

The Agreement is personal to you and may be transferred (sublet) to a third party at any time provided that they meet the Landlord's approval, which may not be unreasonably withheld.

### 16. Duration

Your Agreement lasts for the period stated in it and will then automatically be extended for successive periods equal to twelve months if your agreement is a minimum of 1 year in term, and otherwise renews on a month to month basis if the term of your agreement is less than 1 year in term, until brought to an end by you or by us. All periods shall run to the last day of the month in which they would otherwise expire. In all respects your Agreement will renew on the same terms and conditions.

### 17. Bringing Your Agreement to an End

Either of us can terminate your Agreement at the end of the date stated in it, or at the end of any extension or renewal period. You can do this by giving written notice in accordance to the notice period (calendar months) of your agreement.

### 18. Ending Your Agreement Immediately

We may put an end to your Agreement immediately by giving you notice if:

- You become insolvent, go into liquidation or become unable to pay your debts as they fall due,
- You are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within ten days of that notice,
- Your conduct or that of someone at the center with your permission or at your invitation is incompatible with ordinary centre use.

If we put an end to the Agreement for any of these reasons it does not put an end to any then outstanding obligations you may have and you must:

- Pay for additional services you have used
- Pay the standard fee for the remainder of the period for which your Agreement would have lasted had we not ended it, or (if longer) for a further period of twelve months, and

- Indemnify us against all costs and losses we incur as a result of the termination.

## TERMS OF BUSINESS

### 19. When Your Agreement Ends

Upon your departure, we reserve the right to charge additional reasonable fee for any repairs needed above and beyond normal wear and tear. If you leave any of your own property in the centre we may dispose of it in any way we choose without owing you any responsibility for it or any proceeds of sale will be applied against towards the liabilities you have to the Landlord and balance remaining if it is under, you will pay us to offset your debts and if it is over will be calculated and after deducting all the relevant expenses, be reimbursed to you.

### 20. Notices

All formal notices must be in writing. Client is responsible to keep updated address & contact information on record at the centre.

### 21. Enforcing your Agreement

You must pay any reasonable and proper costs including legal fees,

### 22. Data Protection

We will not process, disclose or transfer any personal data in relation to you unless we consider it to be reasonable and to ensure that it is used only to fulfill your/our obligations under this agreement or for fraud prevention.

### 23. Applicable Laws

Your Agreement is interpreted and enforced in accordance with the laws of the local region, which the center in question is located. We both accept the exclusive jurisdiction of the courts of such jurisdiction where the centre is located.

### 24. Indemnifier:

This agreement is personally indemnified by the Agreement signer.

Print Name: \_\_\_\_\_

## FEES

In the following clauses any references to "fees" alone means all of the standard service fees.

### 25. Standard Services

All fees plus appropriate taxes are invoiced in respect of the services to be provided during the following month in advance in full on the 1st day (or such other day as we designate) of each month. No refund will be given for months of less than 30 days nor will any additional charge be levied for months of more than 30 days. For a period of less than a month, the applicable fee will be applied on a daily basis. You agree to pay promptly all (i) sales, use, excise and any other taxes, surcharges or license fee which you are required to pay to any governmental authority (and, at our request, will provide to us the evidence of such payment), and (ii) any taxes paid by us attributable to your accommodation, including, without limitation, any gross receipts, rent and occupancy taxes, surcharge fees or tangible personal property taxes. Where client has agreed to participate in our Direct Debit Program, payment of fixed and variable charges will be made automatically through this mechanism.

### 26. Additional Services

Fees for additional services, plus applicable taxes, in accordance with our published rates, which may change from time to time, are invoiced in arrears and payable on the 1st day (or such other day as we designate) of the month following the calendar month in which the additional services were provided.

### 27. Security Deposit

You will be required to pay a Security Deposit as stated in your Agreement. This will be held with us as security for performance of all your obligations under your Agreement. The Security Deposit, or any balance after deducting outstanding fees, and other costs due to us, will be returned to you within 30 days of the date you have settled your account with us in full. We may require you to pay an increased deposit if outstanding fees exceed the Security

Deposit held or you frequently fail to pay us when due.

### 28. Late Payment

If you do not pay fees when due, a service fee of \$40.00 plus 12% interest will be charged on all overdue balances. If you dispute a part of any invoice you must pay the amount not in dispute by the due date or be subject to late fees. The amount of interest and fees we charge will be the lesser of the amounts stated, or the Province's or Territory's legally enforceable maximum, whichever is the lesser. We also reserve the right to withhold services, including denying you access to your accommodation, while there are any outstanding fees and interest or you are in breach of your agreement.

### 29. Insufficient Funds Fee

You will pay a fee of \$40.00 or the maximum amount permitted by law for the return of any payment for insufficient funds.

### 30. Annual Increase

A per annum increase of 4% will be applied to the previous year's monthly gross rent on the anniversary date of the Agreement.

### 31. Operating Costs

This is the sum of strata fees of \$\_\_\_\_\_per month (including hydro, maintenance costs, access and usage of common amenities, management) and property taxes of \$\_\_\_\_\_ per month. This is a net Lease. Client is responsible for changes in the operating costs only to the extent that operating costs increase beyond that standard annual increase

### 32. Move in Fee (applicable to full time office clients)

A one time move in fee of Can. \$150 will be charged to the Client.

### 33. Restoration

At the end of the lease, the Client is responsible for making sure the unit is in great condition. If required the Landlord will repaint the walls, clean the suite, and re-polish the floors. This cost will be deducted from the security deposit and the balance will need to be paid by the Client if it is over and above the deposit amount.

### 34. Lease Porting

The Client can reasonably port their lease to another of the Landlord's owned vacant suite. The Client will have to pay for the brokerage fee, property management fee and other costs incurred by this change.

### 35. Default of payment

If the Client is in default of payment (rent or other charges) they need to bring it up to date with 24 hours of receiving email / written notice from the Landlord. Failure to do so will automatically authorize the Landlord to deny the Client access to the unit / building then seize and liquidate the contents in the unit within 5 business days of the initial default notice for the purpose of recovering the overdue payment (s) and cost.

### 36. Internet & Data Security

The Landlord will take reasonable precautions to maintain the internet, network and data security and will be held harmless for any breach or cost incurred in this regard. The Client is responsible for providing their own security, by installing their own firewall, and taking any other needed protective measures with respect to their network and data. You are responsible for protecting your data and internal network as well as getting your company covered with a Cyber Security Insurance Policy.

### 37. Privacy Policy

Video surveillance is used to enhance the security and safety of people and property on premises and ensure that there is no misuse within the premises. There is no reasonable expectation of privacy within this scope and information obtained through video surveillance will be used exclusively for security, law enforcement, and property management purposes.

Client Initial

J.S.

Landlord Representative Initial

B.B.