



# MIDWEST PROPERTY MANAGEMENT

## ASPEN CREEK LEASE AGREEMENT Five Year

Tenant Code: \_\_\_\_\_

BETWEEN:

MIDWEST PROPERTY MANAGEMENT  
3400 Edmonton House, 10205 – 100 Avenue, Edmonton, AB T5J 4B5  
Telephone: (780) 420-4040 Fax: (780) 420-4011

called the "Landlord"

- and -

\_\_\_\_\_  
\_\_\_\_\_

called the "Tenant"

WHEREAS the Landlord is acting on behalf of the owner as property manager of the Aspen Creek development; and

WHEREAS the owner of the lands described as Plan 052 0952 (the "Lands") has developed or is currently developing the Lands into a manufactured home community known as Aspen Creek with home sites available for lease; and

WHEREAS the Tenant is desirous of leasing a home site in Aspen Creek and moving a manufactured home onto that site;

NOW THEREFORE in consideration of the covenants hereinafter set forth, the parties covenant and agree as follows:

### PREMISES

1. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord on the terms and conditions set out in this lease agreement (the "Lease") the following:

that portion of the Lands municipally described as \_\_\_\_\_, Leduc AB as highlighted in red on the site plan which is attached hereto as Schedule "A", inclusive of a concrete pad for parking two (2) vehicles (hereinafter referred to as the "Site").

### THE HOME

2. Unless purchasing a manufactured home already on the Site, the Tenant shall place, at the Tenant's sole expense, a manufactured home on the Site subject to the terms and conditions set out in this Lease. The manufactured home is hereafter referred to as the "Home". The Tenant agrees that, subject to the Landlord's express prior written consent to the contrary, the Home shall be a new manufactured home and shall meet the architectural requirements set out by the Landlord in the Aspen Creek Design and Landscape Guidelines attached hereto as Schedule "B" and forming part of this Lease (the "Design Guidelines").

The Tenant acknowledges receiving a copy of the Design Guidelines and acknowledges that these guidelines form part of this Lease.

The Tenant acknowledges that the concrete pad for vehicle parking may not be suitable by way of structure, strength or grade to accommodate the construction of a garage.

Tenant Initials: \_\_\_\_\_

Tenant Initials: \_\_\_\_\_

### OCCUPANTS

3. The Tenant agrees that the Home is to be occupied as a place of residence only by the Tenant, the Tenant's spouse or adult interdependent partner, the Tenant's minor children, and dependants of the Tenant.

The Landlord and Tenant agree that, in addition to the Tenant, the following persons may live on the Site:

- (i)
- (ii)
- (iii)
- (iv) those persons approved pursuant to this clause

("Approved Occupants").

The Tenant acknowledges and agrees that no other occupants will occupy the Site without the prior written consent of the Landlord.

### Pets

The Landlord acknowledges that the Tenant may keep a pet(s) on the Site with the prior written approval of the Landlord, provided that the Tenant has signed and follows the Rules and Regulations Regarding Pets, Aspen

Creek, attached hereto as Schedule "D", and forming part of this Lease. Notwithstanding any approval granted pursuant to this section, the Landlord may, in its sole discretion, revoke its approval at any time.

#### TERM OF TENANCY

4. The tenancy shall be a five (5) year fixed term tenancy beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Should the Tenant wish to renew this Lease, the Tenant must provide the Landlord with sixty (60) days written notice in advance of the expiry of this Lease of the Tenant's intention to renew. Any renewal is subject to the Landlord and Tenant executing, in writing, a Renewal Agreement.

#### RENT

5. Rent shall be payable monthly, in advance, as follows:

Year 1	\$	per month commencing	,	to and including	,
Year 2	\$	per month commencing	,	to and including	,
Year 3	\$	per month commencing	,	to and including	,
Year 4	\$	per month commencing	,	to and including	,
Year 5	\$	per month commencing	,	to and including	,

(the "Rent")

The Tenant shall pay the Rent, without any deductions whatsoever, to "**Midwest Property Management**" on the first day of each and every month of the term of this Lease. The Tenant shall supply post-dated cheques to the Landlord in advance to cover each twelve month period.

Rent is payable at: 4023 Aspen Way, Leduc AB - T9E 8P9

Rent includes costs of garbage collection and disposal, common area maintenance, and amenities.

#### Pro-Rated Rent

Where the Tenant moves onto the Site on a day other than the first day of a tenancy month, the Tenant's Rent for that month shall be pro-rated on the basis of the total rent otherwise payable for that month.

The Landlord acknowledges payment of pro-rated Rent in the amount of \$ \_\_\_\_\_ for the month of \_\_\_\_\_ based upon the Tenant's occupancy of the Site on the \_\_\_ day of \_\_, 20\_\_.

The Tenant agrees to pay a Late Processing/Administration Fee on any overdue or late payment of Rent, for any reason whatsoever, at the rate of \$25.00 plus \$5.00 per day for each day that the Rent remains outstanding. Tenant's cheques returned by the bank are subject to a returned cheque charge of \$30.00 plus \$5.00 per day until replaced by certified cheque, money order, debit, Visa or MasterCard. Cash payment will not be accepted at anytime.

#### Default

Overdue, non-payment, or late payment of Rent constitutes a substantial breach of the Lease for which the Landlord may terminate the Lease and recover possession of the Site in accordance with the Act.

#### UTILITIES AND SERVICES

6. The Tenant agrees to pay all charges for, and in connection with, utilities and services supplied to the Site including all hook-up charges. Without limiting the generality of the foregoing, the Tenant shall be responsible for all meter connections, disconnections or moving charges related thereto and for all natural gas, power, water, sewer, telephone, cable and any other services to the Site. The Landlord does not accept responsibility for damages that may occur due to the failure of utility services supplied to the Site. The Tenant shall be solely responsible for the provision of adequate CSA approved heat tapes and box insulation protection for the water and sewer lines servicing the Home from the Site to prevent freezing of such lines. The Tenant shall be responsible for any damage, including freezing, resulting from inadequate protection of water and sewer lines.

If any of the Community Facilities lines freeze because of negligence or failure to properly insulate the lines, the Tenant shall be entirely responsible for, and billed for the repair costs.

#### TAXES

7. The Landlord agrees to pay the municipal taxes levied against the Lands.

The Tenant agrees to pay any taxes, charges or other rates levied by the City of Leduc against the Home, and any appurtenances thereto. In the event any such taxes, rates, or charges are paid by the Landlord, the Tenant shall immediately reimburse the Landlord for these, and any amounts unpaid shall be treated as rent which is overdue, and the Landlord shall have the right to recover such amounts in the same manner as overdue or late Rent pursuant to this Lease with the same penalties and charges as set out above.

#### COMMUNITY FACILITIES

8. The Landlord in its sole discretion may provide certain community facilities and equipment for the recreation and use of all tenants of the Lands (the "Community Facilities"). Where such Community Facilities are provided, the Tenant may use these in accordance with the Rules and Regulations of Aspen Creek.

The Tenant agrees that the Community Facilities, or any of them, are for the use of the Tenant and Approved Occupants only. The Tenant and Approved Occupants using the Community Facilities shall do so at their own risk and agree that the Landlord, or anyone acting for the Landlord, is not liable for damage or injuries sustained in the use of the Community Facilities, howsoever incurred. The Tenant must inform Approved Occupants of the Rules and Regulations of Aspen Creek, including the Rules and Regulations governing the Community Facilities.

The Tenant acknowledges that access to the Community Facilities maybe suspended or otherwise restricted from time to time to allow for ongoing maintenance and repairs.

#### **SECURITY DEPOSIT**

9. The Landlord acknowledges that the Tenant has paid a security deposit of \$ (the "Security Deposit"). The Tenant agrees that the Landlord may make deductions as may be allowed by law for:

- a. costs of repairing any damage to the Site caused by the Tenant or Approved Occupants, normal wear and tear excepted;
- b. costs of clearing or cleaning the Site if required, normal wear and tear excepted;
- c. payment of Rent owing to the Landlord by the Tenant upon the termination of this Lease, and;
- d. payment of any other liability or obligation owed by the Tenant to the Landlord.

The Landlord and the Tenant agree that interest payable on the Security Deposit will not be paid annually, but instead will be compounded annually and paid upon the termination or other expiration of this Lease.

The Tenant agrees that the Tenant shall not, under any circumstances, allow or direct that the Security Deposit be used for payment of the last month's Rent. The Tenant further agrees to make the regular monthly payment for the last month's Rent.

#### **INSPECTION REPORTS**

10. Prior to taking possession of the Site and at the end of the tenancy, the Landlord and Tenant agree to jointly complete an inspection of the Site and sign an Inspection Report in accordance with the *Act*. At the time of its completion, the Inspection Report shall be conclusive of the condition of the Site.

#### **OVERHOLDING TENANT**

11. In the event the Tenant shall continue to occupy the Site at and after the end or termination of the tenancy, the Tenant shall be deemed to be overholding on a day-to-day basis ("Overholding Tenant"). In addition to any other remedy available to the Landlord, the Overholding Tenant shall pay damages for use and occupation of the Site equal to One hundred (\$100.00) per day, for each day the Tenant occupies the Site following the end or termination of the tenancy. The Overholding Tenant will also be liable for any damages suffered by the incoming tenant(s) to the Site or suffered by the Landlord in respect to the incoming tenant(s) resulting from the failure of the Overholding Tenant to deliver up possession of the Site.

#### **RULES AND REGULATIONS**

12. The Tenant and Approved Occupants shall observe the Rules and Regulations, Aspen Creek ("Rules and Regulations"), attached hereto as Schedule "C" and the Rules and Regulations Regarding Pets, Aspen Creek, attached hereto as Schedule "D", if applicable, and forming part of this Lease, for the safety, care, and cleanliness of Aspen Creek, and for the comfort, convenience, safety and welfare of all tenants. The Tenant acknowledges that the Rules and Regulations and the Rules and Regulations Regarding Pets, if applicable, were disclosed and reviewed prior to the signing of this Lease. The Tenant further acknowledges and agrees that the Landlord may amend the Rules and Regulations and the Rules and Regulations Regarding Pets, Aspen Creek, from time to time, at the sole discretion of the Landlord provided that such changes or amendments conform to the *Act* and written notice of these changes is given to the Tenant.

#### **SITE INSPECTION**

13. The Landlord may enter upon the Site to make inspections, effect repairs, clean up, or work on the Site or adjacent common areas upon notice, or, in the case of an emergency, at anytime. Following notice of termination of tenancy, the Landlord shall have the right to enter on the Site to show it to prospective tenant(s), provided that such entry is made in accordance with the *Act*.

#### **QUIET POSSESSION**

14. The Tenant, upon paying the Rent at the time and in the manner aforesaid, and upon observing, keeping and performing each and every one of the covenants, agreements and conditions of the Tenant in this Agreement, shall and may peaceably and quietly possess and enjoy the Site during the Tenant's tenancy free from any interference by the Landlord.

#### **DISTRESS**

15. The Landlord retains its right to distrain for unpaid Rent or other arrears under this Lease.

#### **CARE AND APPEARANCE OF THE SITE**

16. The Tenant shall cooperate with the Landlord in the care and maintenance of Aspen Creek by keeping the Site and Home and all of the improvements and appurtenances thereto in a well-finished and maintained, clean and tidy state of good repair, the cost of which shall be borne by the Tenant. The Tenant shall promptly report to the Landlord any accident, break or defect in the water, heating or electrical services and equipment, including malfunctioning sump pumps (if any), service connections, blocked storm water drainage, damages to perimeter fencing, trees, shrubs.

If, in the opinion of the Landlord, the appearance of the Home or of any of the improvements or attachments upon the Site detracts from the overall appearance of Aspen Creek, then the Tenant shall, within 15 days of receipt of written notice from the Landlord to that effect, remedy the defects or unsightliness to the reasonable satisfaction of the Landlord or in the alternative, at the option of the Landlord, the Tenant shall forthwith remove the offending structure, attachments, garbage, accumulations, refuse, junk, machinery, parts, equipment and similar items from the Site.

Any sewer, toilets, or sink drain line blockage caused by any items flushed or drained by the Tenant shall be repaired at the sole cost of the Tenant. The Landlord will not be responsible for plugged sewer lines between the Tenant's Home and the main sewer line. No Tenant nor Approved Occupants shall interfere with or dump refuse into manholes, sewer lines, or other similar facilities. All plumbing work and repairs on the Site must be done by a qualified plumber, holding valid certification from the municipality or province as required and approved in advance, by the Landlord to service the Site.

Should the Tenant fail to perform any of the Tenant's obligations set out herein, the Landlord may perform such repairs, maintenance, or other obligation and the costs incurred by the Landlord in doing so shall be added to and form part of the Rent.

### **INSURANCE, INDEMNITY AND WAIVER**

17. The Tenant shall obtain and maintain a policy of insurance with a minimum coverage of \$1,000,000.00 per occurrence against injury or death to any person occurring on the Site, Community Facilities, or the Lands and against loss or damage relating to property of the Tenant, or of any other person, including the Landlord. The Tenant shall provide the Landlord with a copy of the policy of insurance as requested from time to time. The Tenant shall name the Landlord as an additional insured on this insurance policy.

Tenant Initials: \_\_\_\_\_

Tenant Initials: \_\_\_\_\_

The Tenant shall indemnify and save harmless the Landlord from and against all fines, liens, suits, claims, demands and actions of any kind or nature to which the Landlord shall or may become liable for or suffer by reason of any breach, violation or nonperformance by the Tenant of any covenant, term or condition hereof or by reason of any injury or death occasioned or suffered by any person or persons or any property by means of any wrongful act, neglect or default on the part of the Tenant, Approved Occupants, the Tenant's guests, visitors, servants, agents and invitees, or any other person for whom the Tenant is responsible.

The Landlord is not responsible for damages, inconvenience, or fumigation costs due to insect infestation, contemptuous pestilence, or odors.

The Tenant hereby waives and releases the Landlord from any liability for any loss or damage of any kind by reason of:

- i) any failure or disruption of any utility or services supplied to the Site; or
- ii) the temporary closure or disruption of any utility roadway or other means of access to the Site; or
- iii) the completion of repairs relating thereto

if the failure or disruption results from an order received by any governmental or regulatory authority, or is caused by construction activity related to the Aspen Creek development, or is caused by normal wear and tear or acts of God.

The Landlord shall not be liable or responsible in any way for any personal injury of any nature whatsoever that may be suffered or sustained by the Tenant, Approved Occupants, guests, visitors, servants, agents and invitees, or for any injury to or loss of any property belonging to the Tenant, Approved Occupants, the Tenant's guests, visitors, servants, agents, and invitees, or to any other person while such property is on or about the Lands, in the Home, or on the Site and the Tenant acknowledges that the Tenant shall use the Site and any and all of the Community Facilities within Aspen Creek entirely at the Tenant's own risk.

The Tenant shall be liable for any and all damage caused by the Tenant and Approved Occupants, invitees and guests to the Community Facilities, the Site, or the Lands. In the event of damage to the Site or the Lands, the Landlord shall have the right to terminate the tenancy based upon a substantial breach of this Lease.

### **SITE YIELD UP AND TERMINATION**

18. Subject to Article 20 below, at the time of termination of the Lease, the Tenant agrees to peaceably surrender and give up vacant possession of the Site and remove all of the Tenant's property thereon without notice from the Landlord.

The Tenant shall not remove the Home from the Site until all Rent, utilities, or other monies owing to the Landlord are paid in full to the Landlord. Where there are monies owing for taxes or utilities or to others under this Lease, the Tenant shall not remove the Home from the Site until all such monies are paid in full or provided for and the Landlord is provided with proof thereof.

The Tenant agrees that disconnection of all utilities and the removal of the Home from the Site shall be performed only by qualified tradesmen and home movers approved in writing, in advance, by the Landlord.

If the Home is to be removed from the Site or the Lands, the Tenant agrees that upon removal of the Home, the Tenant shall, at the Tenant's cost, leave the Site clean, level, with all debris removed and sewer pipes capped, and electrical, gas, water, TV, and phone lines disconnected by the proper authorities.

All improvements to the Site, including fences, sheds, garages, and gardens, shall become the property of the Landlord upon the Tenant vacating the Site or, if the Landlord so directs, shall be removed by the Tenant at the Tenant's cost prior to the Tenant vacating the Site.

### **SUBLETTING**

19. In this section,

- i) "Renter" means a sub-tenant(s), or any persons, other than a Purchaser, occupying the Site in absence of the Tenant whether under a formal sublease or otherwise; and
- ii) "Landlord" shall not include the Community Manager or maintenance employees of the Landlord.

No Tenant shall sublet the terms hereby granted, or any part thereof, nor part with the possession or control of the Site or part thereof, nor leave guests or visitors in charge of the Site without the prior written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.

The Renter must comply with this Lease and all Design Guidelines and Rules and Regulations governing Aspen Creek and must sign an agreement acknowledging the undertaking to comply with and sublet this Lease before taking possession of the Home and Site.

The Renter must pay a non-refundable sub-lease application fee of \$250.00. The parties acknowledge that this charge represents the reasonable administrative costs and expenses incurred by the Landlord for credit checks, reference checks, accounting and other matters that may be performed as a result of the subletting request. This charge is payable regardless of whether or not the Landlord approves the Renter and it shall be paid prior to each and every request to approve a Renter.

Breach of the terms of this Lease or Design Guidelines or any Rules and Regulations hereto by the Renter shall be deemed to be a breach of this Lease by the Tenant. Notice of any breach given to a Renter shall be deemed to be notice given to and received by the Tenant. For further clarification, it shall be the responsibility of the Renter to inform the Tenant of any such notice.

The Tenant shall continue to be liable to pay for all Rent or other monies or charges incurred by the Renter pursuant to this Lease, and the Tenant shall remain liable for any violation of the Lease or Design Guidelines or any Rules and Regulations hereto by the Renter.

Should a Renter wish to further sublet the terms hereby granted, or any part thereof, or to sublet or part with the possession or control of the Site or part thereof, to a subsequent Renter, or leave guests or visitors in charge of the Site, the Tenant agrees that the above provisions shall apply *mutatis mutandis* to any subsequent Renter.

#### **SALE OF HOME**

20. If the Tenant wishes to sell the Home, the Tenant shall notify the Landlord at the time of listing the Home for sale and shall provide the Landlord with any relevant information thereby requested. No "For Sale" or other similar signs shall be placed upon the Lands or upon the Site. The Tenant agrees that prior to the Home being sold, it shall not be left unoccupied without the written approval of the Landlord.

Upon the sale of the Home, the Tenant acknowledges and shall inform the Purchaser(s), as defined below, that the Purchaser must complete and sign all documents required by the Landlord before taking possession.

#### **ASSIGNMENT**

21. In this section,  
 i) "Purchaser" means an individual who purchases the Home from the Tenant; and  
 ii) "Landlord" shall not include the Community Manager or maintenance employees of the Landlord.

No Tenant shall mortgage or assign the terms hereby granted, or any part thereof, nor part with the possession or control of the Site or part thereof, nor leave guests or visitors in charge of the Site without the prior written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.

Where the Purchaser leaves the Home on the Site, the Purchaser must comply with the remaining term of this Lease and all Design Guidelines and Rules and Regulations governing Aspen Creek and must sign an agreement acknowledging the assignment and undertaking to comply with this Lease or, at the Landlord's discretion, enter into a new lease with the Landlord, before taking possession of the Home and Site. The Purchaser must pay a non-refundable lease assignment application fee of \$250.00. The parties acknowledge that this charge represents the reasonable administrative costs and expenses incurred by the Landlord for credit checks, reference checks, accounting and other matters that may be performed as a result of the lease assignment request. This charge is payable regardless of whether or not the Landlord approves the Purchaser and it shall be paid prior to each and every request to approve a Purchaser.

#### **NOTICE**

22. Any written notice provided for in the Lease shall be given in accordance with the provisions of the Act.

#### **ADDITIONAL PROVISIONS**

23. The Tenant agrees that where there is more than one person who has entered into this Lease, each is responsible for fulfilling all of the terms and conditions contained herein, including, but not limited to full payment of Rent. The Landlord shall be entitled to seek its remedies against any or all persons referred to as the Tenant for the performance of the Tenant's obligations under this Lease.

The Tenant acknowledges that the Landlord is acting in the capacity of property manager and is executing this Lease and receiving monies payable pursuant to this Lease as agent for the owner of the Lands. Accordingly, this Lease shall be subject to the condition that the liability of the Landlord is limited to any funds made available to it by the owner of the Lands.

Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant shall not operate as a waiver of the Landlord's rights in respect of any subsequent default, breach or non-observance.

The Tenant shall be liable for all costs incurred by the Landlord as a result of default or breach of this Lease including costs for collection of amounts owing to the Landlord and costs for legal services paid by the Landlord, direct or indirect, on a full indemnity basis.

The parties agree that all terms of this Lease shall be binding upon any successors of either party, or that wherever singular or masculine terms are used, they shall also include plural or feminine if circumstances require.

The Tenant acknowledges that this Lease confers on the Tenant a leasehold interest only and in no manner whatsoever creates an interest in the Lands in favour of the Tenant beyond the terms of this Lease.

The Tenant acknowledges that the Landlord will not permit any registrations of any kind whatsoever, including caveats or notice of security interest upon the Landlord's title to the Lands. The Tenant agrees to advise the Tenant's lender of this clause.

The parties agree and confirm that the Home is not a fixture.

The headings herein form no part of this Lease and shall be deemed to have been inserted for convenience of reference only.

Time shall be of the essence in this Lease.

**This Lease contains the entire agreement between the Landlord and the Tenant and the Tenant acknowledges that the Tenant is not relying upon representations, other agreements, or understandings except as are set out in this Lease. This Lease may be amended only by agreement in writing signed by the Landlord and the Tenant or as permitted by the Act.**

**SCHEDULES**

The following Schedules are attached to and form part of this Lease:

- SCHEDULE A – SITE PLAN  SCHEDULE D - RULES & REGULATIONS REGARDING PETS, ASPEN CREEK
- SCHEDULE B – ARCHITECTURAL & LANDSCAPE GUIDELINES, ASPEN CREEK  \_\_\_\_\_
- SCHEDULE C – RULES & REGULATIONS, ASPEN CREEK  \_\_\_\_\_

**THE TENANCY CREATED BY THIS LEASE IS GOVERNED BY THE *MOBILE HOME SITES TENANCIES ACT* AND IF THERE IS A CONFLICT BETWEEN THIS LEASE AND THE ACT, THE ACT PREVAILS.**

This Lease is signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**MIDWEST PROPERTY MANAGEMENT**

Per: \_\_\_\_\_  
Signature of authorized Agent of the Landlord

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Tenant

The Tenant acknowledges receiving a duplicate copy of this Lease, signed by the Landlord, and Schedules noted above this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant