

**APPENDIX TO LEASE (SECTION "B")
DESCRIPTION OF THE LEASED DWELLING**

DOUBLE OCCUPANCY (SHARED) UNIT

1. This Appendix forms an integral part of the present lease (the "Lease"), notably Section B thereof.
2. The lessor described in Section A of the Lease ("Landlord") hereby leases to the lessee described in Section A of the Lease ("Tenant") an undivided share of a double occupancy unit measuring approximately 310 square feet (the "Leased Dwelling"), for the term specified in Section C of the Lease, in the property located at the address indicated in Section B of the Lease (the "Property").
3. The Leased Dwelling will include the following approximate contents:
 - a. Two (2) beds (frame, headboard and mattress measuring approximately 54" x 75"), each with two (2) under bed drawers and a retractable desk (with a desk chair), separated by a partition wall (the "Beds");
 - b. Two (2) wardrobes;
 - c. One (1) shared small dining table;
 - d. One (1) shared bathroom; and
 - e. One (1) shared entrance closet.
4. The Leased Dwelling will be shared by Tenant and another person, each having its own lease with Landlord (the "Roommate" or "Roommates"). Tenant (and its surety(ies), as the case may be) will be responsible for the payment of the rent specified in Section "D" of the Lease, to the exclusion of the rent owing by the Roommate.
5. The parties agree that given the size of the Leased Dwelling, it may only be occupied by the Tenant and the Roommate.
6. Unless the Roommates have selected each other in advance, Landlord will assign the Roommates to the Leased Dwelling, as of the date of Tenant's occupancy of the Leased Dwelling, as a service to Tenant that is distinct from the Lease. While Landlord will attempt to accommodate any interest or personal preferences expressed by Tenant, Landlord assumes no responsibility in respect of the assignment of Roommates.
7. The Roommates will, acting reasonably, agree which of them will occupy which one of the Beds in the Leased Dwelling, and for what period of time during the terms of their respective leases, and this, without any responsibility or prior undertaking of Landlord.
8. Landlord will only have the obligation to deliver to Tenant the specifications of the Leased Dwelling described herein. While Landlord will attempt to accommodate any interest or personal preferences expressed by Tenant, the Leased Dwelling will be assigned to Tenant by Landlord, as of Tenant's date of occupancy, in Landlord's discretion and without any prior undertaking by Landlord as to the unit, floor, location, view or other specific feature of the Leased Dwelling that will be assigned to Tenant.
9. Common areas of the Property, accessory to the Leased Dwelling, are shared with third parties and include driveways, walkways, landscaped areas, doorways, hallways, stairwells and elevators, as well as kitchen areas, seating areas and computer stations designated for tenants of the Property (the "Common Areas").

Appendix to Lease (Section "B") - Description of the Leased Dwelling

10. Certain amenities and facilities are located on the Property, or may be added or removed in the future in the Landlord's discretion (the "Facilities"), but the Facilities do not form part of the Leased Dwelling or of the Common Areas. The Facilities may include one or more restaurants, bars, lounges, food or drink concessions, parking spaces or garages, retail and office sections, banquet and meeting rooms, and theatre and lecture spaces, which would be available to tenants of the Property, their guests and third parties, as well as game rooms, exercise, fitness and spa facilities, swimming pools, terraces, laundry rooms, which would be available only to tenants of the Property.
11. During the term of the Lease, Tenant may access or use any or all of the Facilities, where available, subject to all of the rules governing their use, including those set forth in the Appendix to Lease (Section "E") – By-laws of the Property, without the Facilities thereby becoming part of the Leased Dwelling or of the Common Areas.

**APPENDIX TO LEASE (SECTIONS "C" AND "D")
TERM OF LEASE AND RENT**

1. This Appendix forms an integral part of the present lease (the "Lease"), notably Sections C and D thereof.

I. Term of Lease and Occupation Date

2. Tenant agrees and understands that the significant size of the Property and the high number of tenants residing therein compels the Landlord to stagger occupation dates at the Property by new tenants. Consequently, **Tenant agrees and understands that it will only be able to occupy the Leased Dwelling within three (3) juridical days after the commencement date specified at Section C of the Lease, the whole without any compensation or reduction of the rent payable under the terms of the Lease (the "Occupation Date")**. Landlord will advise Tenant of the specific Occupation Date as soon as same has been determined.
3. While Landlord will attempt to accommodate Tenant, Landlord is not obliged to deliver the Leased Dwelling to Tenant prior to the commencement of the term specified in Section C of the Lease.
4. Subject to applicable law, if the Leased Dwelling is unfit for habitation at the Occupation Date or during the course thereof, Tenant's next payment(s) of monthly rent will be reduced by the amount proportionate to the number of days during which Tenant could not occupy the Leased Dwelling. The rent will not be reduced if Tenant notifies Landlord in writing that, in lieu of the rent reduction described herein, Tenant desires that Landlord provide it with equivalent alternative lodging (whether or not in the Property) for the period that the Leased Dwelling is unavailable, at no additional cost to Tenant, until such time as Landlord advises Tenant that the Leased Dwelling is ready for occupancy.

II. Payment of Rent and Requirement of Surety

5. The first month's rent is immediately due upon signature of the Lease.
6. Tenant must pay its rent (Section D of the Lease) on the first day of every month during the term of the Lease (Section C of the Lease), without reduction or set-off, except where permitted by law, at Landlord's rental office at the Property, or at any other location Landlord may designate from time to time. The total rent due to Landlord for the term of the Lease has been divided so as to produce twelve equal (12) monthly rent payments, even if any given month of the term (notably the last) includes fewer days than the others, and Tenant does not have any right to compensation or reduction of rent by reason of any month of the term containing less days than another.
7. If Tenant's independent creditworthiness has not been established to Landlord's satisfaction, Landlord enters into the Lease on the condition that Tenant concurrently provides Landlord with one or more sureties that agree to be solidarily bound with Tenant to execute all of the obligations of Tenant under the Lease, without the benefit of division or discussion.

**APPENDIX TO LEASE (SECTION "E")
BY-LAWS OF THE PROPERTY**

I. Application of these By-laws

1. These By-laws form an integral part of the lease and its appendices, the whole of which represent the entire agreement between Landlord and Tenant (defined at Section A of the lease), except where otherwise specified, and exclude any oral representations made by any party (the "Lease").
2. These By-laws apply to Tenant (and its guarantor(s)) as of the date of execution hereof and survive throughout the duration of the Lease and following its termination, to the extent applicable.
3. Even where not specifically indicated, these By-laws (and the sanctions for their violation: Section VII, below) apply to Tenant, as well as to its guest(s), as the case may be, in respect of the Leased Dwelling and the Property (defined at Section B of the Lease and the Appendix thereto). Tenant is required to ensure that its guest(s) are made aware of these By-laws and the sanctions for their violation.
4. Landlord reserves the right to unilaterally amend these By-laws in writing, in its discretion, with appropriate notice to Tenant. Any other amendments to the Lease shall be evidenced in writing and signed by all parties to the Lease.

II. Use of the Leased Dwelling

5. Tenant acknowledges that the Property will be predominantly leased by Landlord as a student residence.
6. Tenant must use the Leased Dwelling (as well as the contents thereof that are provided by Landlord) and the Property (including the Common Areas and the Facilities, where applicable) with prudence and diligence, for lawful purposes and in respect of the Property's character as a first class establishment.
7. Tenant must not change the form, layout or destination of the Leased Dwelling. Tenant must not add or remove wall partitions, nor may it construct or use a waterbed or any structure without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.
8. Landlord will furnish the Leased Dwelling in accordance with Section B of the Lease and the Appendix thereto. The contents so provided remain the property of Landlord. Tenant is responsible to maintain the contents of the Leased Dwelling and to repair all damage caused thereto, subject to normal wear and tear. Tenant may not rearrange the property provided by Landlord within the Leased Dwelling nor may it remove any such property from the Leased Dwelling or the Property, whether during the Lease or following its termination. Storage for unwanted property supplied by Landlord is not available.
9. Tenant must maintain the Leased Dwelling in a clean and sanitary condition.
10. Tenant must make lesser maintenance repairs to the Leased Dwelling, including changing light bulbs with compact fluorescent bulbs. Tenant must inform Landlord, within a reasonable delay, of any serious defect, deficiency or deterioration that requires its intervention.
11. Tenant may not paint or apply wall paper to the walls or any surface in the Leased Dwelling or the Property without the prior written consent of Landlord.

Initials of Tenant(s) and Surety(ies)
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12. Tenant must not hang or erect anything on or about the interior or exterior of the Leased Dwelling or the Property, nor place posters, flags, sheets, stickers, decals, nails, hooks, or any other object on interior or exterior walls, ceilings, doors, windows or other surface area of the Leased Dwelling or the Property, except as provided in this section, without the prior written consent of Landlord. Tenant must secure posters to walls in the Leased Dwelling using a material that will not leave any traces. Tenant must secure framed pictures and heavy wall hangings using proper picture hanging hooks that do not penetrate dry wall boards.
13. Certain spaces in Common Areas may be designated by Landlord for posting signs, posters, or other items, all of which must be approved by Landlord, in writing, prior to posting.
14. Tenant may not attach aerials, masts, other short wave radio transmitting equipment, video antennae or satellite dishes to any component of the Property or the Leased Dwelling.
15. Tenant may not use major appliances (such as washers, dryers, dishwashers, etc.) or heating devices (including space heaters) in the Leased Dwelling.
16. Tenant may not bring live or live-cut Christmas trees onto the Property.
17. Tenant must not alter, change or add locks to the Leased Dwelling under any circumstances. Keys and electronic access cards are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Tenant must not duplicate keys. Tenant must reimburse Landlord for Landlord's costs for replacing any lost, missing or damaged key or electronic access card, or, in Landlord's sole discretion, for installing new locks on the Leased Dwelling due to a lost key. Landlord may, from time to time and without prior notice, change locks on the Leased Dwelling for security purposes, in which event Tenant will be instructed to exchange keys at Landlord's office on the Property.
18. Tenant may only use the Leased Dwelling for residential purposes and must not conduct any commercial or business activity in the Property.
19. Upon the termination of the Lease, Tenant will remove all of its movable effects and will leave the Leased Dwelling in the condition in which it was received. Specifically, Tenant will sweep the floors and/or clean the carpets, clean the Leased Dwelling, including plumbing fixtures and sinks, and remove all garbage. Tenant will fasten and lock all doors and windows, and it will return to the keys to the Leased Dwelling to Landlord. Tenant will also notify Landlord of the address where future notices may be delivered to Tenant, as the case may be. Tenant will also comply with all other Leased Dwelling departure procedures established by Landlord.

III. Respect of other Tenants

20. Tenant and its guest(s) shall act in such a way as not to disturb the normal enjoyment of the other tenants in the Property and/or of Landlord.
21. Tenant expressly understands that given the size of the Leased Dwelling, the latter's occupancy is limited to Tenant. Tenant's guests must adhere to the By-laws and to the right to privacy and peaceful enjoyment of the Leased Dwelling by Tenant's roommate and/or neighbours.
22. **Smoking of any kind is not allowed on the Property**, including the Leased Dwelling, unless otherwise designated by Landlord.

23. **Pets or animals (including all mammals, reptiles, birds, fish, and insects) are not allowed on the Property or the Leased Dwelling** without the express written consent of Landlord. Nothing herein shall be construed to prohibit animals required to assist disabled persons (such as seeing eye dogs) in the Property.
24. Tenant must turn down the volume of all radios, televisions, stereo equipment, and any other appliances or items which generate noise or sound, to a level that does not annoy or interfere with the quiet enjoyment of the other tenants.
25. Tenant may not play any percussive musical instruments in the Leased Dwelling or at the Property unless part of a scheduled activity at the Property consented to in advance by Landlord. Tenant may play acoustic instruments in the Leased Dwelling at a level that does not annoy or interfere with the quiet enjoyment of the other tenants, or with headphones.
26. Under no circumstances shall the consumption of alcohol take place nor any open container of alcohol be permitted in the Property except inside the Leased Dwelling or such other place as expressly permitted by Landlord, and this, only to the extent permitted by law.
27. Tenant must comply with "Quiet Hours" in the Property, namely from Sundays through Thursdays, from 10:00 p.m. until 10:00 a.m. the next morning, and Fridays and Saturdays from 12:00 midnight until 10:00 a.m. the next morning, or as otherwise posted.
28. Tenant must not participate in recreational or sporting games in any form in the Property, except in designated areas, as the case may be.
29. Tenant must not use incense or odour-producing items in or about the Leased Dwelling or the Property.
30. Solicitation and/or canvassing of any kind, without the prior written consent of Landlord, will not be permitted in the Leased Dwelling or about the Property.
31. Tenant must place all trash and refuse in areas designated by Landlord and must not leave any trash or refuse in any of the Common Areas of the Property, or in the Leased Dwelling for a prolonged period. Tenant must not deposit trash from the Leased Dwelling in litter receptacles located throughout the Property since these are intended for litter. Tenant must deposit items to be recycled in the appropriately designated recycle bins, when available.

IV. Safety

32. Tenant must respect all legislation pertaining to the safety of the dwelling.
33. At certain times, guests of Tenant must surrender valid identification and sign in prior to entry into the Property.
34. Tenant must heat the dwelling to a minimal temperature of 18°C at all times.
35. Tenant must use fire warning devices and safety equipment only in case of emergency. The sounding of a fire alarm is to be taken seriously. In the event of an alarm, tenants are to vacate the Property immediately, in line with posted directions, and are only to return when so notified by Landlord's staff or by an appropriate public authority. Tenant shall not intentionally sound an alarm outside of an emergency situation, nor tamper with or alter smoke detectors.

36. At the commencement of the Lease, Landlord will test the smoke detectors in the Leased Dwelling to ensure proper operation and functional batteries. Tenant must periodically test (and replace, as needed) the batteries in the smoke detectors located in the Leased Dwelling.
37. Tenant must not store or use charcoal stoves, wood burning stoves or barbecue grills in the Leased Dwelling or the Property. Landlord may make barbecue grills available for use in designated areas, and Tenant must leave such grills and the grill area clean for use by others.
38. Tenant must not use any candles in the Leased Dwelling.
39. Tenant must not overload electrical circuits.
40. Tenant must not obstruct windows or doors. Tenant must not place foil, plastic or other similar materials over windows. Window screens, if any, must remain permanently in place.
41. Tenant must not throw, drop, or suspend any object (including Frisbees, balls, or paper gliders) from windows, balconies or terraces in the Property.
42. Tenant must not obstruct any of the Common Areas at any time. Tenant must park and store bicycles only in the areas provided for same. Tenant must not chain bicycles to any exterior railings, trees, light poles, or any other structure in the Common Areas.
43. The following items are prohibited on the Property:
 - a. Construction barriers, street signs, newspaper machines or similar objects.
 - b. Darts, dart boards, and liquid-filled furniture.
 - c. Dangerous, flammable and/or explosive substances, chemicals and materials including, but not limited to, automobile batteries, oils, gasoline, benzene, propane and acids.
 - d. Handguns, firearms, fireworks, and dangerous items or weapons including, but not limited to, pistols, rifles, BB guns, paintball guns, hand billies, nunchakus, switchblades, or explosives.
 - e. Illicit drugs or drug paraphernalia.
 - f. Motorcycles, motor scooters, mopeds, or other internal combustion engines, other than in designated parking areas.
44. Tenant must not use, sell or distribute illicit drugs at the Property. For the protection of all tenants, Landlord may employ the use of contraband inspection services utilizing contraband detection dogs as a means of enforcing the Lease's prohibition against drugs and/or weapons, to the extent permitted by applicable law.
45. Tenant must not gamble anywhere at the Property, unless in a specified zone, as the case may be.
46. Hazing by any club, group, organization or individual is strictly forbidden. Tenant must not engage in any hazing activities. Hazing includes any act (i) that subjects a person to bodily damage or physical harm or the likelihood of bodily damage or physical harm, or (ii) that requires, encourages, authorizes or permits a person to be subjected to any activity that is degrading, or (iii) that constitutes hazing under applicable law.

V. Onsite Facilities Excluded from Lease

47. Subject to Section B of the Lease and the Appendix thereto ("Description of the Leased Dwelling"), these By-laws will also apply to Tenant's use of any of the Facilities. Additional specific rules for the use of the Facilities may be posted by Landlord at such locations and/or may be provided by law, and Tenant agrees to abide by those additional specific rules as if they were contained herein (the "Facilities' Rules"). In addition to Landlord's other possible sanctions, as provided herein or by law, the violation of any of the Regulations or of any of the Facilities' Rules will entitle Landlord, in its sole discretion, to revoke the privileges of Tenant or its guest(s) to access or use any of the Facilities.
48. Tenant and its guest(s) acknowledge that Landlord shall have no obligation to supervise use of any of the Facilities and that Tenant and its guest(s) assume all risks of use of the Facilities by Tenant and/or any guest of Tenant, to the extent permitted by law.

VI. Mandatory Insurance for the Leased Dwelling

49. Throughout the duration of the Lease and its renewals, Tenant is required to maintain, at its own cost, insurance for liability and damage to property of Tenant and Landlord for the perils of theft, fire, explosion, sewer backup, smoke and water damage, among other damages for which Tenant could be held liable, in a minimum coverage amount of one hundred thousand dollars (\$100,000).
50. Such insurance policy shall designate Landlord as an additional insured.
51. Tenant shall provide Landlord with a copy of such insurance policy.
52. Tenant may choose to have Landlord obtain for it, solely as Tenant's mandatory, an insurance policy that respects the requirements described in this section VI, in which case a monthly amount for the insurance policy so obtained will be added to and will form part of Tenant's total monthly rent, as indicated in Section D of the Lease.

VII. Sanctions for Violation of Lease or By-laws

53. Any failure of Tenant and/or its guest(s) to respect any of these By-laws or any federal, provincial or municipal legislation applicable to the Lease or to the Property will constitute a breach of the Lease by Tenant and will entitle Landlord to seek any or all of the remedies available to it at law, including the cancellation of the Lease, specific performance of an obligation thereunder and/or a claim in damages, and this, in addition to any other criminal, penal, academic or other sanction that may apply to Tenant and/or its guest(s) in the circumstances.
54. The violation of any of these By-laws by Tenant or its guests will also oblige Tenant to immediately pay Landlord (i) an administrative fee of twenty-five dollars (\$25) as compensation for Landlord's obligation to address and/or remedy each violation, as well as (ii) any and all other costs (including NSF charges, legal and lawyer's fees and disbursements) incurred by Landlord to remedy each violation.
55. Any failure on the part of Landlord to enforce these By-laws, or to do so in a timely manner, shall not constitute a waiver of Landlord's rights pursuant to the Lease, these By-laws or law.
56. Tenant is requested to notify Landlord of any perceived violations of these By-laws by any third party and to contact Landlord for any questions as to the implementation of the Lease or these By-laws.

Appendix to Lease (Section "E") – By-laws of the Property

57. The Lease and these By-laws purport to respect the mandatory lease provisions of the *Civil Code of Quebec* and other applicable legislation, but in the event that any provision of the Lease or these By-laws is declared invalid by a Court of proper jurisdiction, such provision shall be deemed to be amended to conform to applicable law, and the remainder of the Lease and these By-laws will remain in full force and effect.
58. The Lease and these By-laws are governed by the laws of Quebec and Canada, and any dispute pertaining thereto shall be submitted exclusively to the Court of competent jurisdiction in Montreal, Quebec.

The parties have agreed that the Lease, the By-laws and all other related documents be drafted in English, having been offered and having refused the possibility to execute these documents in French. *Les parties ont convenu que le Bail, les Règlements ainsi que tout autre document qui y est relié soient rédigés en anglais, ayant été offert et ayant refusé la possibilité d'exécuter ces documents en français.*

A French copy of these by-laws is available on request.

If Tenant has submitted a rental application and related documents in connection with the conclusion of the Lease, Tenant acknowledges that Landlord has relied on the said application and documents as an inducement for entering into this Lease, and Tenant warrants to Landlord that the facts stated therein are true to the best of Tenant's knowledge.

THE UNDERSIGNED TENANT(S), HAVING REQUISITE CAPACITY AND DISCERNMENT, HAS/HAVE READ AND UNDERSTOOD THE LEASE, ITS APPENDICES AND THE BY-LAWS PRIOR TO SIGNING BELOW AND AGREE(S) TO BE BOUND BY THE LEASE (AND ITS RENEWALS), ITS APPENDICES AND THE BY-LAWS (AND THEIR AMENDMENTS).

SIGNED IN Montreal, THIS DAY OF 15 May, 2016.



Tenant:

Name:

Date of birth:

Name:

Date of birth:

SURETY AGREEMENT

The undersigned surety(ies), having requisite capacity and discernment, has/have read and understood the Lease and the By-laws prior to signing below.

The undersigned surety(ies) guarantee(s) and agree(s) to be solidarily bound with the aforementioned Tenant(s) for the execution of all of the obligations of Tenant(s) under the Lease (and its amendments and renewals, as the case may be) and the By-laws (and their amendments, as the case may be), including, but not limited to, the payment of rent and all other amounts owing to Landlord.

The undersigned surety(ies) voluntarily renounce(s) to the benefit of division and discussion and acknowledge(s) that Landlord enters into the Lease with Tenant on the condition of the granting of this surety.

If the undersigned surety(ies) has/have submitted an application in connection with the conclusion of this Surety Agreement and/or the Lease, the undersigned surety(ies) acknowledge(s) that Landlord has also relied on the said application as an inducement for entering into this Surety Agreement and the Lease, and the undersigned surety(ies) warrant(s) to Landlord that the facts stated therein are true to the best knowledge of the undersigned surety(ies).

The undersigned parties have agreed that this Agreement and all related documents be drafted in English, having been offered and having refused the possibility to execute these documents in French. *Les parties ont convenu que cette Entente ainsi que tout autre document qui y est relié soient rédigés en anglais, ayant été offert et ayant refusé la possibilité d'exécuter ces documents en français.*

SIGNED IN _____, THIS _____ DAY OF _____, 20_____.

Surety:

Name:

Relationship to Tenant:

Telephone number:

E-mail address:

Name:

Relationship to Tenant:

Telephone number:

E-mail address: