

LEASE AGREEMENT

BETWEEN:

SASKATCHEWAN HOUSING CORPORATION

1920 Broad Street,
Regina, SK, S4P 3V6

as "Landlord"

AND:

▲ **[Name of Housing Authority]**

as "Agent"

AND:

▲ **[Name of Tenant]**

as "Tenant"

Collectively (the "Parties")

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LEASE AGREEMENT

This Lease Agreement made as of THE ____ DAY OF _____, 20__.

BETWEEN:

SASKATCHEWAN HOUSING CORPORATION

1920 Broad Street,
Regina, SK, S4P 3V6
as "Landlord"

AND:

▲ [Name of Housing Authority]
as "Agent"

AND:

▲ [Name of Tenant]
as "Tenant"

Collectively (the "Parties")

FOR VALUE RECEIVED AND ACKNOWLEDGED the Parties agree as follows:

DEFINITIONS

1. Definitions

The following definitions are applicable to this Lease. References in the definition to the singular shall be considered to include the plural as the context requires.

- a. **"Additional Rent"** – means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere under this lease
- b. **"Base Rent"** – means the monthly instalments payable by the Tenant as described in Section 7.a.
- c. **"Architect"** means such firm of professional and independent architects, engineers or surveyors as the Landlord may select from time to time engaged for preparation of construction drawings for the Building or for general supervision of architectural and engineering aspects and operations thereof or for the measurement of the Building of part or parts thereof and includes any independent consultant(s) from time to time appointed by Landlord or the Architect whenever such consultant(s) is acting within the scope of his appointment and specialty;
- d. **"Building"** means all buildings, structures, facilities and other improvements erected or to be erected on the Land, including all expansions, alterations, additions or relocations from time to time which may be made pursuant to Section 12Default;
- e. **"Commencement Date"** means the first day of the Term;
- f. **"GAAP"** means generally accepted accounting principles.

- g. **"Goods and Services Tax"** means a minimum transfer tax, value added tax, sales tax or any other type of transaction tax or levy that may be enacted or otherwise brought into existence at any time, including but not limited to the tax payable under Part IX of the Excise Tax Act (Canada) which obligates the Landlord to collect, remit and pay to any level of government or to any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency or any amount as a result of the Base Rent, Additional Rent or other charges to be paid by the Tenant to the Landlord pursuant to this Lease. Provided, however, this shall not include the income taxes payable by the Landlord as a result of this Lease pursuant to the Income Tax Act (Canada) as it is presently enacted.
- h. **"Hazardous Substances"** means:
- i. any material or substance declared or deemed to be hazardous, deleterious, caustic, dangerous, a dangerous good, toxic, a contaminant, a waste, a source of a contaminant, a pollutant or toxic pursuant to any federal, provincial or municipal law;
 - ii. any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - A. endangers the health, safety or welfare of persons or the health of animal life;
 - B. interferes with normal enjoyment of life or property; or
 - C. causes damage to plant life or to property;
 - iii. any substance which is hazardous to the environment, including persons or property and includes, without limiting the generality of the foregoing, the following:
 - A. radioactive materials;
 - B. explosives;
 - C. any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant.
- i. **"HVAC Costs"** with reference to a specified part of the Building means the cost of heating, ventilating and air conditioning the specified part, and includes but is not limited to cost of fuel, electricity, operation of air distribution and cooling equipment, labour, materials, non-capital repairs, maintenance, service and other such costs, and the reasonable costs incurred by the Landlord in making an allocation of the costs with reference to the specified part.
- j. **"Land"** means those lands as set out in Schedule B;
- k. **"Lease"** means this lease, any schedules, addendums and riders attached hereto, and every properly executed instrument which by its terms amends, modifies or supplements this lease;
- l. **"Lease Year"** means a period of twelve (12) consecutive calendar months during the Term beginning on the first day of January in each year and ending on the last day of December in each year, excepting that:

- i. the first Lease Year during the Term begins on the first day of the Term and ends on the last day of December of the year in which the first day of the term occurs, and may be a period less than twelve (12) consecutive calendar months, and
- ii. the last Lease Year during the Term begins on the first day of January of the year during which the last day of the Term occurs and ends on the last day of the Term, and may be a period less than twelve (12) consecutive calendar months.
- m. **“Operating Costs”** means amount payable by the Tenant to the Landlord under Section 8 and determined in Schedule C
- n. **“Permitted Occupants”** means the persons described in Schedule A of this Lease
- o. **“Premises”** or **“Leased Premises”** means those premises and parking leased by the Tenant as described in Section 2 ▲ [and shown for illustrative purposes outlined in red on the plan attached as Schedule ▲]
- p. **“Rent”** means the aggregate of all amounts payable by the Tenant to the Landlord under this Lease;
- q. **“Real Estate Taxes”** means the amount equivalent to all taxes, grants-in-lieu, rates, duties, levies and assessments whatsoever whether municipal, provincial, federal, school, library or otherwise charged upon the Premises and/or the Lands and/or Building, as the case may be, and all improvements now or hereafter thereon, or upon the Landlord, on account thereof, including all taxes, grants-in-lieu, rates, duties, levies and assessments for local improvements.
- r. **“SHC”** means Saskatchewan Housing Corporation
- s. **“Tenant Improvements”** means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant in the Premises and by other tenants in other premises (including the Landlord) including all partitions however affixed (including moveable partitions) and all wall to wall carpeting.
- t. **“Term”** means the period of time set out in Section 5 and where applicable any extension or renewal thereof.

GRANT OF LEASE

2. Premises

- a. The Landlord agrees to rent to the Tenant pursuant to the terms of this Lease the Land and Buildings described as follows:

Civic Address:

▲

▲, Saskatchewan

Legal Description:

▲

▲ [And shown for illustrative purposes outlined in red on the plan attached as Schedule ▲.]

3. Condition

- a. Except as otherwise set out in this Lease the Tenant agrees that they have had the opportunity to inspect the Premises and accepts the Premises on an "as is" basis.

4. Use of Premises

- a. The Tenant shall use the Leased Premises for the purpose of ▲ providing residential accommodation and Support Services to Permitted Occupants as defined in Schedule A and not to allow the Premises to be occupied by anyone other than the Permitted Occupants identified in this Lease. Should the Permitted Occupants require change over the term of the lease, the Tenant must apply to the Landlord for approval.
- b. The Tenant shall use the Premises in accordance with all applicable federal, provincial, municipal and other laws; to abide by the covenants, agreements, rules and regulations of this Lease.

TERM

5. Term

- a. The Term of this Lease shall be for a period of ▲ (▲) years, commencing on ▲ and ending on ▲ (the "Term") subject to extension, renewal or termination as herein provided.

6. Option to Renew

- a. Provided the Tenant is not in default under the terms of the Lease, the Tenant shall have the right of renewing this Lease for ▲(▲) additional period of ▲ (▲) year(s) upon the same terms and conditions, excepting as to renewal and excepting as to the rental rate, which shall be negotiated and agreed upon by the Parties at the time.

- b. This option shall be exercised by the Tenant giving the Landlord ▲ (▲) months written notice prior to expiration of the Term, of its desire to renew the Lease.
- c. Upon receipt of the written notice in Section 6.b, the Parties shall negotiate in good faith for a period of ▲ days in order to reach a mutual agreement on the terms and conditions of the renewal. In the event the Parties are unable to reach a mutual agreement within the ▲ day period this Lease shall expire at the end of the Term.
- d. The renewal term shall commence on the next day following the last day of the initial Term or any renewal term.

OR

- e. ▲ There shall be no right of renewing this Lease. The Parties may still otherwise mutually agree to renew on the same or similar terms and conditions which shall be negotiated and agreed upon by the Parties.

RENT

7. Base Rent

- a. The Tenant shall pay to the Landlord, or its Agent, the sum of ▲ dollars (\$▲) per month, payable in advance on the first day of each and every month during the term of this Lease. Acceptance by the Landlord or its Agent from time to time of other forms of payment is not a waiver of this requirement. Rent paid by someone other than the Tenant is deemed to be Rent paid on behalf of the Tenant.
- b. A proportionate part of such monthly payment will be apportioned pro rata on the basis of a 30-day month to calculate the amount payable for any irregular period.
- c. All payments shall be made payable to the Saskatchewan Housing Corporation.
- d. No acceptance of the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.
- e. Once every year, upon twelve (12) months written notice the Landlord may increase the Base Rent.

8. Additional Rent

- a. Except as otherwise herein expressly provided, the Tenant shall at its expense pay all costs, rates, taxes, , outlays and expenses of any nature and kind whatsoever relating to or affecting the Leased Premises and in connection with any business carried on therein or thereon, and specifically without limit the Operating Costs as determined under Schedule C.
- b. The Tenant shall pay Additional Rent to the appropriate authority, at the times and in the manner provided in this Lease or, if not so provided, as reasonably required by the Landlord. All such sums of money, charges and expenses whether or not designated as Additional Rent, shall be payable as such and the Landlord shall have all rights in respect of the recovery and payment of such sums as if they were Rent in arrears.

- c. In the event that any supplier amends its policy during the term of this Lease, or any renewals thereof, such that the payment to the supplier is required to be made by the Landlord, then the Tenant's reimbursement to the Landlord shall not constitute a rent increase
- d. Payment of Rent or any other payment due to the Landlord under this Lease shall be made to the Landlord at the address indicated in Section 28.

REPRESENTATIONS

9. Tenant Covenants

The Tenant covenants as follows:

- a. At the termination or expiration of this Lease, to yield up the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or other elements, and unavoidable casualty excepted.
- b. The Term herein granted shall expire by the passing of time without notice from either party to the other, PROVIDED ALWAYS that, in the event that the Tenant shall continue to occupy the Leased Premises after the expiration of the Term and if the Landlord shall accept the Rent without any further written agreement, the tenancy shall be a month to month tenancy at the rate herein mentioned and on the terms and conditions herein set out except as to the length of tenancy.
- c. To permit the Landlord or its Agents to exhibit the Leased Premises during the last six (6) months of the Term to any prospective tenant at any reasonable time during the Tenant's normal business hours.
- d. The Tenant will use the Leased Premises solely for purposes as determined in Section 4 and will not allow the Leased Premises to be used for any other purpose and not to commit, suffer or permit to be committed, any kind of nuisance, offensive acts or misconduct in or about the Leased Premises.
- e. The Tenant shall comply with all laws with respect to the operation, maintenance and use of the Leased Premises and will, at its own expense, pay all taxes, provide all permits, licenses or other approvals that shall be necessary with respect to the operations carried on by it in the Leased Premises.
- f. When it becomes noticeable or the Tenant reasonably should have become aware, the Tenant shall notify the Landlord of:
 - i. any damage to or any deficiency or defect in any part of the Leased Premises; and
 - ii. any pests, including, but not limited to, ants, cockroaches, bedbugs, mice or other vermin in the Premises of which the Tenant is aware.

The Tenant shall forthwith, after giving notice, supply the Landlord with all necessary information concerning the occurrence of such incident or defect and the Tenant shall co-operate with the Landlord or its Agent in the treatment of such deficiency or pest. All necessary work to restore the Leased Premises to its original state shall be borne by the responsible party as provided in this Lease.

- g. The Tenant shall not, during the Term, bring into the Building or upon the Leased Premises any equipment, machinery or other item whatsoever which may be so heavy as to damage the Building or the Leased Premises without having first obtained the consent, in writing, of the Landlord, which consent, if given, shall be subject to such conditions, directions and stipulations as the Landlord shall see fit to impose. Notwithstanding the Landlord's consent, any damage done to the Building or the Leased Premises by reason of the taking in, installation or removal of such equipment, machinery or other article during the time it or they are in the Leased Premises shall be made good and paid for by the Tenant.
- h. The Tenant shall not do, or permit to be done, upon the Leased Premises, anything which may make void or voidable any insurance on the Building against fire or other risk or casualty usually insured against or which may cause any additional or increased premium to be payable for such insurance. If additional or increased premium become payable by reason of the Tenant failing to comply with this Subsection, the Tenant will pay to the Landlord the amount of such increase in insurance premiums.

10. Landlord Covenants

The Landlord covenants as follows:

- a. The Landlord shall provide quiet enjoyment of the Leased Premises to the Tenant so long as all of the terms and conditions of the Tenant herein are complied with.
- b. The Landlord shall, at its expense, effect repairs or replacements due to normal wear and tear of a structural nature to the structural elements the Building including the roof, foundation, exterior walls, sidewalks, sewers, electrical or plumbing systems, heating systems, exterior doors and windows, landscaping and parking facilities unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administrative fee of 5% for the Landlord's overhead and supervision.
- c. The Landlord shall not be responsible for damage caused by the omission, negligence, malfeasance, misfeasance or neglect of the Tenant, its servants, employees, agents, invitees or assigns.
- d. The Landlord shall provide the Tenant with such keys as are required to gain access to the Leased Premises.

11. Inspection, Maintenance, and Repair

- a. The Tenant shall occupy the Leased Premises in a tenant-like manner. The Tenant shall be responsible for the normal day-to-day repairs and maintenance of the Leased Premises including, without limitation:
 - i. maintenance and repairs of all windows and exterior doors;
 - ii. maintenance and repairs to the interior of the Premises;
 - iii. maintenance and repairs to the exterior of the Premises;

- iv. ▲ maintenance and repairs of the heating, ventilation and air-conditioning facilities within the Premises;
- v. maintenance and repairs of the parking lots, driveways, sidewalks, walkways and landscaping located on the Lands; and
- vi. all pest control as directed by the Landlord.

. Excepting ordinary wear and tear and damage by fire, lightning, tempest, impact or aircraft, acts of God, structural defects, repairs becoming necessary by reason of structural defects, or from other causes over which the Tenant has no control.

- b. The Tenant shall ensure the Leased Premises is kept in a safe state and shall immediately notify the Landlord of any hazards.
- c. The Tenant shall provide to the Landlord upon request any records of maintenance and repairs required under this Section .
- d. The Tenant shall remedy any damage or waste due to negligence or lack of care upon the part of the Tenant, its officials, servants or agents.
- e. The Tenant covenants with the Landlord that the Landlord, its servants, Agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice received in writing from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's fixtures or other property or to the Tenant's business for such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus 5% of such cost for overhead and supervision.
- f. The Tenant covenants with the Landlord that the Landlord, its servants, Agents and workmen may enter the Premises to complete any repairs necessary to comply with the Landlord's repair obligations during the Tenant's normal business hours or as otherwise agreed to by the Parties.

12. Improvements, Alterations, and Additions

- a. Notwithstanding anything contained in this Lease, the Landlord shall have the right, at any time, to construct buildings and parking structures on the Lands and to make additions to, or subtractions from, and change, rearrange or relocate, any part of the Buildings (other than the Premises). The Landlord shall also have the right to enclose any open area, and to grant, modify or terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Lands or Buildings (other than the Premises), and to make changes to the parking areas and changes or additions to the systems, pipes, conduits, utilities and services serving the Premises, provided that in doing so:
 - i. the costs of any such activities which are not properly Tenant's Operating Costs or which are not necessitated by the activities of the Tenant or conditions in the Premises arising from the Tenant's actions shall be at the sole expense of the Landlord; and

- ii. access to the Premises will at all times be available.
- b. In doing any of the foregoing, the Landlord shall have the right to enter on the Premises and such entry shall not constitute re-entry hereunder. The Landlord shall make any changes as expeditiously as is reasonably possible and shall use reasonable commercial effort to minimize any disruption of the operation of the Tenant's business and, provided it complies with the foregoing, no claim for compensation shall be made by the Tenant by reason of inconvenience, nuisance or discomfort arising from such changes or from the Landlord's entry.
- c. Upon the Landlord substantially completing the changes contemplated herein, the Parties shall negotiate in good faith to amend this Lease to reflect the changes. For greater clarification, the Tenant is not obligated to lease any of the new improvements.

13. Tenant Improvements

- a. The Tenant shall not, nor permit others, to make any Tenant Improvements without the Landlord's consent, in writing, being first had and obtained, which consent shall not be unreasonably withheld. If the Tenant desires to change the locks or keys to the premises the Tenant shall ensure that the Landlord has access to the premises at all times. If the Tenant desires signal, communication, alarm or other utility or service connections installed or changed, the same shall be done at the sole expense of the Tenant and the Tenant shall obtain prior approval of the Landlord in writing.
- b. With any request for the Landlord's approval under Section 13, the Tenant shall submit to the Landlord details of the proposed work, including drawings and specifications. All repairs, alterations, replacements or improvements shall be performed in a good and workmanlike manner, and shall comply with all applicable laws, by-laws, regulations and orders enacted or made by any federal, provincial or municipal authority having jurisdiction and all requirements of the Landlord's fire insurance underwriters. The Tenant shall indemnify the Landlord and save it harmless for any costs, expenses, damages or increased insurance premiums which may result from the performance of any of the work.
- c. Prior to or upon termination or expiration of this Lease, the Tenant shall be entitled to remove any of its furniture, office equipment, machinery and any or all changes, alterations, additions and improvement incorporated into and made part of the Leased Premises, including, without limiting the generality of the foregoing, doors, demountable partitions, kitchen equipment, security systems and bathroom fixtures, whether made by the Tenant or by the Landlord on the Tenant's behalf and at the Tenant's expense. PROVIDED, HOWEVER that the Tenant shall first serve written notice to the Landlord prior to the end of the Term of its intention to remove its property, or the Tenant may elect to leave any or all of the said changes, alterations, additions and improvements without any liability on the Landlord's part to pay for them. The Tenant shall make good any damage occasioned to the Leased Premises, the Building or Lands by reason of the removal or any or all of the changes, alterations, additions and improvements.

14. Hazardous Substances

- a. The Tenant shall not, during the Term hereof, store or bring into the Building or upon the Land or the Leased Premises any hazardous materials or Hazardous Substances without the express written consent of the Landlord.

15. Assignment and Sublet

- a. Except as provided in this Lease the Tenant shall not assign or sublet or part with possession of any part of the Premises without the written consent of the Landlord.
- b. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on the Lease and will not be released from performing any of the terms, covenants and conditions of the Lease.
- c. If the Lease is assigned or if the Premises or any part of the Premises is occupied by anyone other than the Tenant, the Landlord will collect directly from the Tenant, any Rent owing under this Lease.
- d. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

16. Confidentiality

- a. The Landlord and Tenant acknowledge and agree that this Lease is a confidential document and all information as to the rental costs, including taxes, operating costs, total monthly or annual costs, any lease inducement and tenant improvement information provided to one another in connection with this Lease, is confidential. The Parties agree to treat all such information confidentially and not to disclose it to any third party except:
 - i. as may be necessary in the proper discharge of their respective obligations under this Lease. Any such disclosure shall be subject to the same confidential treatment and shall not be disclosed further without the express written consent of the Landlord and Tenant; or
 - ii. where required pursuant to an order by an authority having jurisdiction over the Parties or as otherwise required by law. The Parties hereby release and forever discharge one another and their respective officers, directors, employees, agents, successors and assigns, of and from all claims, damages, causes of action, debts, costs and demands whatsoever, arising or to arise by reason of such disclosure.
- b. The Tenant agrees with the Landlord that it will not register this Lease in this form in any land registry office and, if either Party desires to register a lease interest for the purpose only of giving notice of the Lease, the Parties hereto may execute a short form thereof solely for the purpose of supporting the lease interest. The Parties expressly agree that such a lease interest shall include no financial information regarding the Lease.

17. Schedules

- a. The Tenant has received, read, and understood the attached Schedules and agrees to comply with the Regulations.

- b. For great clarity the Schedules which attach to and form part of this Lease include ▲
[delete those that don't apply]:
- i. SCHEDULE A – ADDITIONAL TERMS
 - ii. SCHEDULE B – LEGAL DESCRIPTION/PLAN
 - iii. SCHEDULE C – OPERATING COSTS
 - iv. SCHEDULE D – RULES AND REGULATIONS
 - v. SCHEDULE E – SASKATCHEWAN HOUSHOLD INCOME MAXIMUMS & MAXIMUM RENTS
 - vi. SCHEDULE F – FIRE SAFETY
 - vii. SCHEDULE G – LANDLORD'S WORK
 - viii. SCHEDULE H – TENANT'S WORK

INSURANCE

18. Tenant's Insurance

The Tenant, at its expense, will maintain, throughout the Term and any period when it is in possession of all or any portion of the Premises, the insurance as described below:

- a. The Tenant will cause each insurance policy to:
 - i. be primary, non-contributing with, and not in excess of, any other insurance available to the Landlord or any mortgagee; where the Landlord, its Agent and the mortgagee are added as additional insureds, the insurance policy will contain a waiver in respect of the interests of the Landlord, its Agent and the mortgagee of any provision in any such insurance policies with respect to any breach or violation of any warranties, representations, declarations or conditions in such policies, and be in a form and with insurers satisfactory to the Landlord and the mortgagee; and
 - ii. upon request from the Landlord or upon the placement, renewal, amendment or extension of all or any part of the insurance, the Tenant will immediately deliver to the Landlord certificates of insurance signed by the Tenant's insurers evidencing the required insurance.
- b. The Tenant's Insurance shall contain the following:
 - i. Machinery insurance on all objects owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises with reasonable deductibles.
 - ii. The insurance under this Section will insure all property owned by the Tenant or for which the Tenant is legally or contractually liable, located within the Building, in an amount not less than the full replacement cost thereof and twelve (12) months direct or indirect loss of earnings, including prevention of access to the Premises or the Building.
- c. Liability Insurance:

- i. ▲ Five Million Dollars (\$▲5,000,000) inclusive limits occurrence form commercial general liability (CGL) insurance. This insurance will include coverage for bodily injury or property damage, owners' products and completed operations, intentional acts to protect persons or property, personal injury, advertising liability, employers' liability, blanket contractual liability coverage, provision of cross liability, severability of interests and non-owned automobile liability form; pollution liability coverage on at least a sudden and accidental basis and Tenant's legal liability broad form (TLL) insurance.
- d. Automobile Insurance:
 - i. Two Million Dollars (\$2,000,000) inclusive limits automobile liability insurance on an owner's form, covering all licensed vehicles operated by or on behalf of the Tenant.
- e. Crime Insurance:
 - i. Insurance for all damage sustained due to break and enter of the Premises.
- f. Other Insurance:
 - i. Any other form of insurance and with whatever higher limits that the Landlord or the mortgagee requires from time to time.
- g. Any insurance cancelled under Section 18 of this Lease shall be endorsed to provide to the Landlord, its Agent and its mortgagee thirty (30) days advance written notice of cancellation or material change and shall name the Landlord, its Agent and its mortgagee as additional insureds with regard to the operations of the named insured.
- h. If any insurance policy upon the Building or any part thereof shall be cancelled or shall be threatened by the insurer to be cancelled, refused to be renewed or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Premises or any part thereof by the Tenant or by anyone permitted by the Tenant to be upon the Premises, and if the Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice thereof by the Landlord, the Landlord may, at its option, either:
 - i. re- enter and take possession of the Premises forthwith by leaving upon the Premises a notice in writing of its intention so to do and thereupon the Landlord shall have the same rights and remedies as are contained in Sections 30 and 31; or
 - ii. enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, and the Tenant shall forthwith pay the cost thereof to the Landlord, plus an administrative fee of 5% and the Landlord shall not be liable for any loss or damage caused to any property of the Tenant or of others located on the Premises as a result of any such entry.
- i. The Tenant shall promptly furnish to the Landlord copies of insurance policies or other evidence satisfactory to the Landlord of such insurance and any renewals thereof. If the Tenant fails to take out, renew or keep in force any of the policies of insurance required to be taken out and maintained by the Tenant under Section 18, the Landlord may do so as agent of the Tenant and the Tenant shall reimburse the Landlord any amount so paid by the Landlord as agent of the Tenant plus an administrative fee of 5% promptly upon demand by the Landlord.

19. Landlord's Insurance

- a. The Landlord shall at all times throughout the Term, carry:
 - i. broad form property of every description (POED) insurance on the Building and Comprehensive Boiler and Machinery insurance on the equipment contained therein and owned by the Landlord (specifically excluding any property with respect to which the Tenant and other tenants are obliged to insure pursuant to Section 18 or similar sections of their respective leases), such insurance endorsed to cover the gross rental value of the Building, all in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a reasonably similar building, having regard to size, age and location. Without limiting the generality of the foregoing, the Landlord shall be entitled to effect and maintain during the Term, property and business interruption insurance that would provide for, to the extent available on commercially reasonable terms, environmental or other building accreditation recertification costs, sustainable re-engineering or sustainability design costs incurred after a loss, the incremental costs of debris removal and recycling after a loss, and any additional reconstruction costs associated with reconstruction of the Building to a leading energy conservation and/or sustainability standard equivalent to or greater than any certification or designation of the Building at the time of the damage;
 - ii. commercial general liability (CGL) insurance with respect to the Landlord's operations (if any) in the Building in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a reasonably similar building, having regard to size, age and location; and
 - iii. such other form or forms of insurance as the Landlord or the mortgagee reasonably considers advisable.
 - iv. Notwithstanding the Landlord's covenant contained in this Section and notwithstanding any contribution by the Tenant to the cost of the Landlord's insurance premiums provided herein, the Tenant acknowledges and agrees that:
 - A. the Tenant is not relieved of any liability arising from or contributed to by its acts, fault, negligence or omissions;
 - B. no insurable interest is conferred on the Tenant under any policies of insurance carried by the Landlord; and
 - C. the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord.

INJURY TO PERSON OR PROPERTY

20. Indemnity by Tenant

- a. Notwithstanding any other terms, covenants and conditions contained in this Lease, the Tenant shall promptly indemnify and hold completely free and harmless the Landlord from and against any and all manners of actions, causes of action, suits, debts, loss,

costs, dues, accounts, covenants, contracts, claims and demands of any and every nature, including professional fees, (the "Claims") in connection with any injury or any loss or damage to property:

- i. arising from or out of this Lease, or any alterations in, to or for the Premises, or any occurrence in, upon or at the Premises, or the occupancy or use by the Tenant of the Premises, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act or omission of the Tenant or by any person permitted to be on the Premises by the Tenant; and
 - ii. arising from, relating to or occurring in, upon or at any part of the Land or Buildings (other than the Premises) occasioned in whole or in part by any fault, default, negligence, act or omission by the Tenant or any of the directors, officers, servants, employees, contractors, agents, invitees and licensees of the Tenant and all other persons over whom the Tenant may reasonably be expected to exercise control, and is in law responsible.
- b. If the Landlord shall be made a party to any litigation commenced by or against the Tenant, the Tenant shall promptly indemnify and hold harmless the Landlord and shall pay the Landlord all costs and expenses, including, without limitation, any professional, consultant and legal fees (on a solicitor and his/her own client basis) that may be incurred or paid by or on behalf of the Landlord in connection with such litigation, as Rent, on demand. The Landlord may, at its option and at the Tenant's expense, participate in or assume carriage of any litigation or settlement discussions related to the foregoing or any other matter for which the Tenant is required to indemnify the Landlord under this Lease. Alternatively, the Landlord may require the Tenant at the Tenant's expense to assume carriage of and responsibility for all or any part of such litigation or discussions, subject to the Tenant at all times keeping the Landlord up to date in writing as to the status thereof.

21. Limitation on Landlord's Liability

The intent of this Section is that the Tenant, and any persons having business with the Tenant, is to look solely to the Tenant's insurers to satisfy any Claims which may arise on account of injury, loss or damage, irrespective of the cause.

- a. The Tenant agrees that the Landlord shall not be liable or responsible in any way to the Tenant or any other person for:
 - i. any injury arising from or out of any occurrence in, upon, at or relating to the Building or Lands or any part thereof or any loss or damage to property (including loss of use thereof) of the Tenant or any other person located in the Building, or the Lands or any part thereof from any cause whatsoever;
 - ii. Without limiting the generality of the foregoing any injury to the Tenant or any other person or loss or damage to property resulting from: fire; smoke; explosion; falling plaster, ceiling tiles, fixtures or signs; broken glass; steam; gas; fumes; vapours; odours; dust; dirt; grease; acid; oil; any Hazardous Substance; debris; noise; air or noise pollution; theft; breakage; vermin; electricity; computer, utility, communication or electronic equipment or systems malfunction, breakdown or stoppage;

electromagnetic radiation; electrical injury; water; rain; flood; flooding; freezing; tornado; windstorm; snow; sleet; hail; frost; ice; excessive heat or cold; sewage; sewer backup; toilet overflow; or leaks or discharges from any part of the Building (including the Premises), or from any pipes, sprinklers, appliances, equipment (including, without limitation, heating, ventilation and air-conditioning equipment) electrical or other wiring, plumbing fixtures, roof(s), windows, skylights, doors, trapdoors, or subsurface of any floor or ceiling of any part of the Building, or from the street or any other place, or by dampness or climatic conditions, or from any defect in the Building or any part thereof, or from any other cause whatsoever;

- iii. any injury, loss or damage caused by other tenants or any persons in the Building, or by occupants of adjacent property thereto, or by the public, or by construction or renovation, or by any private, public or quasi-public work, or by interruption, cessation or failure of public or other utility service, or caused by Force Majeure;
 - iv. any injury to the Tenant or any other person or any loss or damage suffered to the Premises or the contents thereof by reason of the Landlord or its representatives entering the Premises to undertake any work therein, or to exercise any of the Landlord's rights or remedies hereunder, or to fulfill any of the Landlord's obligations hereunder, or in the case of emergency;
 - v. any injury, loss or damage insured against or required to be insured against by the Tenant under Section 18.
 - vi. any injury, loss or damage caused by an act or omission (including theft, malfeasance or negligence) on the part of the agent, contractor or person from time to time employed by the Tenant to perform janitor services,
 - vii. security services, supervision or any other work in or about the Premises or Lands or Building;
 - viii. any loss or damage, however caused, to merchandise, stock-in-trade, money, securities, negotiable instruments, papers or other valuables of the Tenant;
 - ix. any injury, loss or damage resulting from interference with or obstruction of deliveries to or from the Premises; or
 - x. any injury or damages not specified above to the person or property of the Tenant, its agents, servants or employees, or any other person entering upon the Premises under express or implied invitation of the Tenant.
- b. The Tenant expressly releases the Landlord for any injury or loss or damage to property caused by perils insured against or required to be insured against by the Tenant pursuant to the provisions of Section 18 hereof. Without limiting the generality of the provisions of this Section ;
- i. all property of the Tenant kept or stored on the Premises shall be so kept or stored at the risk of the Tenant only, and the Tenant shall promptly indemnify and hold harmless the Landlord from and against any and Claims arising out of or in connection with any loss of or damage to such property, including loss of use thereof, and including, without limitation, any subrogation claims by the Tenant's insurers, and any injury referred to in this Section .

DESTRUCTION

22. Limited Damage to Premises

- a. If all or part of the Premises are rendered untenable by damage from fire or other casualty which, in the reasonable opinion of the Landlord's Architect, can be substantially repaired under applicable laws and government regulations within 180 days from the date of such casualty (employing normal construction methods without overtime or other premium), the Landlord and the Tenant, as the case may be, according to the nature of the damage and their respective obligations to repair, shall repair the damage with all reasonable diligence.

23. Major Damage to Premises

- a. If all or part of Premises are rendered untenable by damage from fire or other casualty which, in the reasonable opinion of an architect acceptable to Landlord and Tenant, cannot be substantially repaired under applicable laws and governmental regulations within 180 days from the date of such casualty (employing normal construction methods without overtime or other premium), then either Landlord or Tenant may elect to terminate this Lease as of the date of such casualty by written notice delivered to the other not more than 10 days after receipt of such architect's opinion, failing which the Landlord or the Tenant, as the case may be, according to the nature of the damage and their respective obligations under this Lease, shall repair such damage with all reasonable diligence.

24. Abatement

- a. If Landlord is required to repair damage to all or part of the Premises under Sections 22 or 23, the Rent payable by Tenant hereunder shall be proportionately reduced to the extent that the Premises are thereby rendered unusable by Tenant in its business, from the date of such casualty until 5 days after completion by Landlord of the repairs to the Premises (or the part thereof rendered untenable) or until Tenant again uses the Premises (or the part thereof rendered untenable) in its business, whichever first occurs.

25. Major Damage to Building

- a. If all or a substantial part (whether or not including the Premises) of the Building is rendered untenable by damage from fire or other casualty to such a material extent that in the reasonable opinion of Landlord the Building must be totally or partially demolished or reconstructed whether or not to be reconstructed in whole or in part, Landlord may elect to terminate this Lease as of the date of such casualty (or on the date of notice if the Premises are unaffected by such casualty) by written notice delivered to Tenant not more than 60 days after the date of such casualty, in which event:
 - i. the Tenant shall deliver up possession of the Premises to the Landlord within 30 days after delivery of the notice of termination; and
 - ii. Rent shall be apportioned and paid to the date upon which possession has been delivered up,

but otherwise, the Landlord or the Tenant, as the case may be, according to the nature of the damage and their respective obligations under this Lease, shall repair such damage with all reasonable diligence.

- b. The Landlord covenants and agrees that its right to terminate as contained in this Section shall not be exercised in a discriminatory manner against the Tenant.

26. Limitation on Landlord's Liability

- a. Except as specifically provided in the Sections 22, 23, 24, and 25 and except where there is damage to the Premises or access to the Premises is hindered, there shall be no reduction of Rent and Landlord shall have no liability to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty, howsoever caused, or from the making of any repairs resulting therefrom in or to any portion of the Building or the Premises. Notwithstanding anything contained herein, Rent payable by Tenant hereunder shall not be abated, if the damage is caused by any act or omission of Tenant, its agents, servants, employees or any other person entering upon the Premises under express or implied invitation of Tenant.

NOTICES

27. Notice to Tenant

- a. All notices under any clause, covenant, term or condition of this Lease which are required to be given to the Tenant may be given by mailing the same in a registered letter addressed to the Tenant at:



which said notices shall be presumed to have been received on the date shown on the postmaster's receipt for such letter. Such addresses may be changed from time to time by either party by serving notices as above provided.

28. Notice to Landlord

- a. All notices under any clause, covenant, term or condition of this Lease which are required to be given to the Landlord may be given by mailing the same in a registered letter addressed to the Landlord at:



Executive Director, Housing Operations
Saskatchewan Housing Corporation
11th floor, 1920 Broad Street
REGINA, SK S4P 3V6

which said notices shall be presumed to have been received on the date shown on the postmaster's receipt for such letter. Such addresses may be changed from time to time by either party by serving notices as above provided.

DEFAULT

29. Interest on Amounts in Default

- a. If the Tenant fails to pay when due and payable any Rent as required under this Lease, the unpaid amounts will bear interest from the due date thereof to the date of payment at the Bank of Canada Overnight Rate Target, plus four per cent (4%) per annum and such interest shall be calculated and payable by the Tenant as Rent.

30. Right of Landlord to Perform Covenants

- a. Should the Tenant fail to perform any of the covenants or obligations of the Tenant under this Lease, the Landlord may give to the Tenant written notice of such default and, should the tenant fail to commence to remedy the default within fifteen (15) days after giving such written notice or such other length of time as the Landlord may agree with, in writing, and thereafter proceed with and complete the remedying of such default with due diligence, the Landlord may, from time to time, in its discretion, acting reasonably, take such action as is reasonably necessary to remedy such default. All expenses incurred and expenditures made by the Landlord acting under this Section to remedy such default shall be paid by the Tenant with thirty (30) days after demand for payment by the Landlord.

31. Termination and Surrender

- a. If the Rent due hereunder or any part thereof should be in arrears and such default continues for a period of fifteen (15) days, the Landlord may give to the Tenant a notice in writing requiring the Tenant to remedy the default within a period of fifteen (15) days from the date of receipt of said notice and, in the event that the Tenant fails to do so, the Landlord, in addition to any other remedies available to it under the law, may terminate this Lease upon written notice to the Tenant and may re-enter upon and take possession of the Leased Premises.
- b. Upon termination of this Lease, the Tenant shall peacefully surrender and deliver vacant possession of the Premises and all appliances, fixtures and all personal property owned by the Landlord comprising the same, including keys, to the Landlord in the same condition they were in at the commencement of this Lease, reasonable wear and tear only excepted.

32. Remedies Cumulative

- a. No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof; whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.

MISCELLANEOUS

33. Construction

- a. This Lease shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- b. Its provisions shall be construed as a whole according to their common meaning and not strictly for or against Landlord or Tenant.
- c. The words Landlord and Tenant shall include the plural as well as the singular.
- d. Time is of the essence in this Lease and each of its provisions.
- e. The captions of the Sections are included for convenience only, and shall have no effect upon the construction or interpretation of this Lease.
- f. This Lease shall be deemed to be executed under seal by all Parties to this Lease even though a party may not affix its seal.
- g. Provisions which, by their nature and effect are necessary to survive the termination or expiration of this Lease shall do so

34. Set-Off and Abatement

- a. All monies payable pursuant to this Lease by the Tenant shall be payable immediately when due and shall be paid to the Landlord in the manner provided herein without set off or abatement. The Tenant covenants and agrees that whenever it is in default hereunder the Landlord may, at its option, apply all sums received from or due to the Tenant against amounts due to the Tenant against amounts due and payable hereunder in such manner as the Landlord sees fit regardless of any designations or instructions by the Tenant to the contrary.
- b. In the event the Landlord is liable for any payment or reimbursement to the Tenant then the Landlord has the right to set-off such reimbursement or liability against liabilities of Tenant to Landlord, except as otherwise provided in this Lease.

35. Force Majeure

- a. If, at any time during the currency of this Lease, owing to any cause beyond its reasonable control, or because of any law, bylaw or regulation passed or made by any authority having jurisdiction or because of inability to obtain any permission or authority required for such purpose, the Landlord is unable to carry out or perform, or is delayed or restricted in carrying out or performing, any obligation in this Lease to supply or provide any service or utility, or to do any work or to make any repairs, the Landlord shall not be held responsible for failing to carry out or perform such obligation, and the Tenant shall not be entitled to compensation for any nuisance, inconvenience or discomfort arising from such failure.

36. Relationship of Parties

- a. Nothing contained in this Lease shall create any relationship between the Parties hereto other than that of landlord and tenant, and it is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

37. Entire Agreement

- a. This Lease, its schedules and any subsequent amendments contain the entire agreement between the parties. There are no undertakings, representations or promises expressed or implied between the parties other than those contained in this Lease, its schedules and any subsequent amendments.

38. Amendment or Modification

- a. This Lease may be amended at any time by the Parties. Unless otherwise specifically provided in this Lease, no amendments or changes to, or modification of, this Lease will be valid unless in writing and signed by both parties.

39. Severability

- a. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provisions of this Lease.

40. Waiver

- a. Waiver by the Landlord of the Tenant's failure to comply with any terms of this Lease shall not be deemed to be a waiver of any subsequent failure to comply nor a waiver of any other terms of this Lease. Waiver by the Landlord of the Tenant's failure to comply with this Lease shall not be construed to be modification of the terms of this Lease unless stated to be such in writing and signed by the Landlord.

41. Successors Bound

- a. This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

42. Unavoidable Delay

- a. Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed or restricted in the fulfilment of any obligation hereunder in respect to the supply or provision of any service or utility, the making of any repair, the doing of any work or any other thing (other than the payment of monies required to be paid hereunder) by reason of:

- i. strikes or work stoppages;
- ii. being unable to obtain any material, service, utility or labour required to fulfil such obligations; or
- iii. other unavoidable occurrences,

then the time for fulfilment of such condition and obligation shall be extended during the period in which such circumstances operates to prevent, delay or restrict fulfilment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

43. Counterparts

- a. This Lease may be executed in counterparts and the counterparts together shall constitute an original.

44. Independent Legal Advice

- a. The Tenant acknowledges that the Landlord hereby advises the Tenant to obtain advice from independent legal counsel prior to signing this Lease. The Tenant further acknowledges that any information provided by the Landlord is not to be construed as legal, tax or any other expert advice and the Tenant is cautioned not to rely on any such information without seeking legal, tax or other expert advice.
- b. The Landlord and the Tenant understand, acknowledge and agree that this Lease has been freely negotiated by both parties and that, in any dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

IN WITNESS WHEREOF the parties have set their seals as attested to by the hands of their proper officers in that respect on the date first above written.

SIGNED, SEALED AND DELIVERED, by the Landlord this ____ day of _____, 20____

SASKATCHEWAN HOUSING CORPORATION

Witness (or c/s)

Per: _____



Per: _____

Witness (or c/s)



SIGNED, SEALED AND DELIVERED, by the Tenant this ____ day of _____,
20____



Witness (or c/s)

Per: _____



Witness (or c/s)

Per: _____



SCHEDULE A – ADDITIONAL TERMS

1. General

- a. This Schedule is attached to forms part of the Lease Agreement between SHC and ▲, dated ▲.
- b. The following provisions are specifically incorporated into the referenced sections of this Lease constituting an integral part of the Lease and is to be read, interpreted and coordinated with all other parts. Where the amendments, additions, and modifications in this Schedule specifically reference a change to the Lease those amendments, additions, and modifications shall govern.
- c. ▲The Tenant shall operate the Premises in accordance with the terms of the agreement entered into or to be entered into by the Tenant with the Ministry dated ▲ (the “Contract for Service”).
- d. ▲The Tenant acknowledges that the Landlord has entered into this Lease with the Tenant only by reason of the Tenant’s contractual arrangement with the Ministry pursuant to the Contract for Service.

2. Definitions

- a. **“Permitted Occupant”** means:
 - i. Approved persons who meet the eligibility criteria established by the ▲Ministry of Social Service or the Landlord from time to time;
 - ii. ▲a Hard-to-house household with a gross annual household income equal to or less than the Saskatchewan Household Income Maximum (SHIM), and no other principal place of residence in Canada; and
 - iii. ▲
- b. **“Housing Income Limit”** means the maximum, gross annual income that a household may have during occupancy of an affordable rental unit as established by SHC from time to time. As at the time of execution these amounts are set out in Schedule E.
- c. **“Hard-to-house”** means persons who are unable to access or maintain stable housing due to one or more characteristics that create unusual barriers to housing. These persons often need support services in order to access and maintain a stable housing situation. They include, but are not limited to, households with persons who experience physical disabilities, mental health issues, addictions issues and behavioral issues, or a number of these issues concurrently.
- d. **“Support Services”** means those services as determined in 3.a.

3. Service Provision

- a. The Tenant shall provide the following services to the Permitted Occupants:
 - i. ▲

- b. Should the Support Services require change over the term of the lease, the Tenant must apply to the Landlord for approval.

4. Reporting Requirements

- a. Annual outcomes reporting will be required by Tenant of the Permitted Occupants identified in this agreement.
- b. The following outcomes are agreed upon by the Tenant and SHC.
 - i. ▲ Describe outcomes.

5. Maximum Rents

- a. Maximum rents charged by Tenant to Permitted Occupants are set out in Schedule E.

6. Security

- a. ▲ It shall be the responsibility of the Tenant to provide security during all hours the Leased Premises is occupied by the Tenant.

SCHEDULE B – LEGAL DESCRIPTION

▲ [insert outline of property]

DRAFT

SCHEDULE C – OPERATING COSTS

1. General

- a. This Schedule is attached to forms part of the Lease Agreement between SHC and ▲, dated ▲.
- b. The Parties may negotiate and modify any amounts payable hereunder by mutual agreement evidenced in writing and signed by both parties. For greater clarity, the budget as contemplated under 4.b should speak to such modifications.

2. Operating Costs

- a. Operating Costs means all costs payable by the Tenant, without duplication of the Landlord, incurred in, maintaining in good repair and operating, the Land and Building, including without limitation, the total costs of:
 - i. HVAC Costs and cost of all utilities, including fuel, gas, electricity, light, heat, power, telephone, water and sewage;
 - ii. Janitorial and cleaning cost, including window cleaning and washing, snow removal, garbage and waste collection, recycling and disposal;
 - iii. Lighting, public utilities, loud speakers, public address and musical broadcasting systems, telephone, policing, supervising, traffic control and security;
 - iv. Salaries and other remuneration including contribution towards usual fringe benefits, unemployment insurance and pension plans for the benefit of personnel and staff employed exclusively to provide management, maintenance and operating services or if not so employed, the costs allocated by the Landlord, acting reasonably and equitably, based upon the portion of the time spent by such personnel and staff on the management, maintenance and operation services, and such reasonable consultants' fees as the Landlord may incur in the operation and management of the Land and Building;
 - v. The costs incurred after the commencement date for maintaining all fixtures, equipment and facilities including all fixtures and equipment used for heating, ventilating and air conditioning the Building and maintenance of foundation, exterior weather walls, structural subfolders and roofs, the structural portions of bearing walls and structural columns and beams;
 - vi. The costs incurred in meeting the obligations under Schedule F – Fire Safety
 - vii. The costs incurred for the maintenance and repair of the following:
 - A. ▲ [list chattels – general description and serial number if available]

3. Deductions and Exemptions

- a. The following are excluded or deducted from, as the case may be, from the Operating Costs:

- i. Net proceeds received by the Landlord from insurance policies taken out by the Landlord to the extent that such proceeds relate to the cost and expenses incurred in the maintenance and operation of the Building;
- ii. All costs under Section 10 of the Lease Agreement.
- iii. Any cost or expenditure incurred by the Landlord with respect to any work intended primarily to substantially upgrade, update, expand or enlarge the Building or its facilities or systems, or primarily for the purpose of creating an improved building, or a new and distinct capital asset.

4. Calculation and Adjustment

- a. Where any Operating Costs become due and payable to the Landlord, the Tenant covenants with the Landlord to pay promptly to the Landlord when demanded or otherwise due hereunder the Tenant's Operating Costs in the manner provided herein.
- b. During and for each Lease Year the Tenant will prepare an operating budget and submit it to the Landlord for approval at such time and in such form and containing such information as the Landlord may from time to time require.
- c. If the Tenant has over-paid the Operating Costs, the Landlord shall provide the Tenant with a credit of the amount of such over-payment against the estimated amount of the Operating Costs for the ensuing rental year or pay the excess to the Tenant if the Term has expired, as the case may be, so long as in either case the Tenant is not otherwise indebted to the Landlord or in default under any other provisions of this Lease, in which event the amount of the over-payment may be applied by the Landlord to remedy the default or satisfy the indebtedness, as the case may be.
- d. Notices or statements by the Landlord stating the amount of any estimate, re-estimate, or determination of the Operating Costs or monthly instalments in respect thereof payable shall include reasonable particulars of the calculation thereof. In the event of a dispute as to the amount of the Operating Costs payable, the Tenant shall nonetheless be required to make the payments stipulated under this Lease, and a report by the Landlord's auditor, acting reasonably and equitably, who shall be deemed to be acting as an expert and not as an arbitrator, as to the Operating Costs shall be conclusive as to the amount thereof for any period to which such report relates.

SCHEDULE D – RULES AND REGULATIONS

1. Maintenance

- a. The Tenant shall maintain and preserve in good order and condition the lawn, garden, plants and trees belonging to the Premises.
- b. The Tenant shall use the yard entrance and walks in a proper manner. The Tenant shall keep the walks, yard, parking space, if applicable, recycling and garbage disposal areas clean and tidy at all times.
- c. The Tenant shall not allow refuse, garbage, or other loose, objectionable, or unsanitary material to accumulate in the unit and will upon termination of this Lease remove all rubbish, and garbage and waste material and leave the Premises in a clean and sanitary condition.
- d. The Tenant shall not bring or store any machinery, equipment, article, or accumulation of things that by reason of its combined weight, size, volume, or use might damage or overload the floors of the Premises.
- e. The Tenant shall bag and seal all garbage and place in designated garbage containers and shall dispose of items designated as recycling in the manner directed by the Landlord.
- f. The Tenant shall use the plumbing fixtures only as intended. The Tenant must keep all drains free and unobstructed at their expense.
- g. Only small picture hooks or small nails may be used for the hanging of pictures. The use of tin foil on windows is strictly prohibited.
- h. The Tenant shall report immediately to the Landlord any and all damage to the Premises.

2. Safety

- a. The Tenant must keep and observe all health, fire, and police regulations of the province and municipality.
- b. The Tenant shall maintain the Premises in an orderly condition and do nothing that will prevent escape in the event of fire such as obstructing doorways and windows. The Tenant will not accumulate or store material in the Premises in a manner that creates a fire hazard.
- c. The Tenant shall not disable or tamper with safety devices such as, but not limited to smoke or carbon monoxide detectors, fire sprinklers or alarms. The Tenant shall not tamper with or alter any electrical wiring or electrical panel. No additional locks shall be placed upon any door of the Premises without the written consent of the Landlord.
- d. The Tenant shall not increase the risk of harm to persons or property by propping open or in any way disabling security or fire doors: placing anything in windows, on window ledges or on balcony rails that could cause personal injury; or failing to close windows or doors to prevent damage to the Premises from frozen plumbing or heating lines, rain or other causes.
- e. The Tenant shall not keep combustible material or flammable liquid on the Premises.

3. Consideration of Others

- a. No animal shall be brought in or kept in the Premises, except with the written permission of the Landlord.
- b. The Tenant shall not cause a noise disturbance or permit a disturbance of any sort to be caused.
- c. No unlicensed vehicle is allowed on the Premises. No overhauling of any vehicle is allowed on the Premises nor is the area surrounding the Premises to be used for the storage or repair of vehicles.

4. Management

- a. The Tenant shall not install, permit, nor allow anyone to install any placard, notice, plate or sign for advertising purposes, special light fixtures, ventilating fans, air conditioning units, fire pits, trampolines, swimming pools, large appliances, satellite dishes, or any mechanical equipment in or upon the unit without the written permission of the Landlord.

SCHEDULE E – SASKATCHEWAN HOUSHOLD INCOME MAXIMUMS & MAXIMUM RENTS

Effective Date: ▲

1. Saskatchewan Household Income Maximums

(Maximum based on Bedroom Count)

One Bedroom	Two Bedroom	Three Bedroom	Four + Bedroom
\$37,500	\$46,000	\$55,500	\$67,000

2. Saskatchewan Household Income Maximums for Disabilities

(Maximum based on Bedroom Count)

One Bedroom	Two Bedroom	Three Bedroom	Four + Bedroom
\$43,100	\$52,900	\$63,800	\$77,100

- a. For purposes of determining if a household qualifies for the Saskatchewan Household Income Maximums for Disabilities, a member of the household must have a sustained or permanent physical disability that has a housing related impact or a cognitive disability.
- b. The household member with the disability must be able to live independently, either alone or with family support.

3. Saskatchewan Household Rent Maximums

Amended: ▲

To take effect January 1, 2020 – new placements January 1, 2021 – existing tenants or as otherwise required by *The Residential Tenancies Act, 2006*

One Bedroom	Two Bedroom	Three Bedroom	Four + Bedroom
\$▲	\$▲	\$▲	\$▲

SCHEDULE F – FIRE SAFETY CHECKLIST

1. Fire Safety

- a. The tenant agrees to complete the fire safety checks contained in this Schedule.

2. Daily Fire Safety Checks

- a. Dryers free of lint (common) laundry rooms.
- b. Maintain fire separation doors; ensure that they close and latch properly and are not wedged open.
- c. Ensure fire alarm system is operating properly; confirm that the primary power is on and check status of primary and remote trouble signal indicators. If any of these indicators are activated, investigate and call in a qualified technician immediately to repair as required.

3. Weekly Fire Safety Checks

- a. Pull stations have not been tampered with and indicator lights are on.
- b. Fire separation doors close and latch properly.
- c. Fire evacuation plan is in place and has not been tampered with or removed.
- d. Check portable fire extinguishers; repair or replace if needed.

4. Monthly Fire Safety Checks

- a. Check emergency lighting (30 second test).
- b. Vacuum smoke detectors where required.

5. Quarterly Fire Safety Checks

- a. Check smoke alarms (if 9-volt battery type) and maintain written records.

6. Yearly Fire Safety Checks

- a. Fire alarm systems tested and inspected by a qualified technician.
- b. Portable fire extinguisher tested and inspected by a qualified technician or service agency.
- c. Check in-suite hardwired smoke alarms, or tamper-proof smoke alarms with 10-year batteries, along with interconnected smoke alarms in common areas.
- d. A qualified technician must perform an annual inspection, testing and maintenance of sprinkler and standpipe systems.
- e. Test emergency lights; lights must stay illuminated for a minimum of 30 minutes by means of alternative power source (batteries/generator).