

BASE 10 RESIDENTIAL LEASE AGREEMENT (Rev Feb 11, 2021)

THIS AGREEMENT, dated the _____ day of _____, 20____, is made
BETWEEN:

VAN MAREN BASE 10 PARTNERSHIP No. 2, a British Columbia
partnership having an office address at #202 45793 Luckakuck Way,
Chilliwack, B.C. V2R 5S3

(hereinafter called the "Landlord")

OF THE FIRST PART;

AND:

_____ of _____ (Include all persons over 19
years of age who will be living at the Premises)

(hereinafter called the "Tenant")

OF THE SECOND PART.

THE PREMISES

WITNESSES that in consideration of the rents, covenants, conditions and agreements herein reserved and contained, the Landlord demises and leases unto the Tenant those lands and premises situated on Tzeachten Indian Reserve having a civic address of Unit # _____, 46150 Thomas Road, Chilliwack, B.C. (the "Premises")

THE TERM, RENT AND SECURITY DEPOSIT

1. The tenancy created by this agreement starts on the _____ day of _____ 2021: SELECT

A or B:

_____ A.) and continues on a month-to-month basis until ended as provided for herein.

_____ B.) and is for a fixed term ending on _____.

(such period being hereinafter called the "Term")

IF YOU CHOOSE B, THEN SELECT C OR D:

_____ C.) at the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end the tenancy at least one clear month before the end of the Term.

_____ D.) at the end of this time, the tenancy is ended and the tenant must vacate the Premises

The Tenant will pay rent of \$ _____ each month to the Landlord on the 1st day of each month during the Term subject to rent increases provided by the Landlord from time to time.

The Tenant is aware that the Residential Tenancy Act of British Columbia (“RTA”) does not apply to this Agreement and so rent increase amounts are not governed or restricted by the RTA or its Regulations.

1.1. The following services and facilities are included in the rent: water, sewer, garbage collection, snow removal, in-suite laundry, fridge, stove and over, range hood/microwave, window blinds and 2 car garage plus driveway parking. [Note: change this for suites]

1.2. The Tenant is required to pay a security deposit of \$1,000 concurrently with signing this Agreement (the “Security Deposit”)

1.3. The Landlord agrees to keep the Security Deposit during the tenancy and to return it to the Tenant, without interest, within 15 days of the end of the tenancy unless the Tenant is in default hereunder in which case the Landlord may apply the Security Deposit to the cost of curing the default. In the event that some or all of the Security Deposit is applied by the Landlord to the cost of curing a default, then the Tenant shall, forthwith upon request of the Landlord, replenish the Security Deposit amount so that it is the amount specified in section 1.2.

TENANT'S COVENANTS

2. The Tenant covenants and agrees as follows:

2.1 To pay rent as set out on the due date and to pay for electricity, gas, water/sewer (if applicable) telephone and cablevision. The Tenant shall pay the rent by Pre-Authorized Debit Order.

The Tenant shall also pay the Landlord an additional Forty-five Dollars (\$45.00) for each cheque or deposit which is returned to the Landlord due to there being insufficient funds in the account of the Tenant to cover such cheque and the Tenant will also pay Forty-Five Dollars (\$45.00) for each rent cheque that is not delivered to the Landlord by the first of each and every month of this Sublease.

In the event that the Tenant fails to pay rent in any given month, on or before the due date, the Tenant shall be required to pay to the Landlord a penalty of Forty-Five Dollars (\$45.00) for the delivery of any notices without prejudice to any other available remedies of the Landlord.

2.2 To maintain reasonable health, cleanliness and sanitary standards throughout the Premises and grounds and to repair damage caused to the Premises by Tenant’s wilful or negligent act or omission or that of a person permitted on the Premises.

2.3 Not to assign or sublet without consent of the Landlord, which consent may not be arbitrarily withheld.

- 2.4 Not to do or permit to be done any act or thing whatsoever which may be illegal or a nuisance or which may increase the rate of insurance against loss by fire or liability upon the Premises, or invalidate any policy or insurance of any kind in respect of the same.
- 2.5 Not to suffer or permit during the Term or any renewal thereof any builders liens or other charges or encumbrances to be registered or form a charge against the Premises and in the event of such builders liens, charges or encumbrances, the Tenant will forthwith procure the discharge thereof by payment or by the giving of security or by the taking of such proceedings as may be required or permitted by law.
- 2.6 Not to make any alterations to any structure on the Premises nor install any plumbing, piping, wiring or heating apparatus without the written permission of the Landlord first had and obtained; provided, however, that the Tenant shall be responsible for:
- a) replacing any broken or burned out light bulbs;
 - b) clearing plugged drains;
 - c) repairing leaking faucets (due to misuse or abuse);
 - d) window cleaning and breakage;
 - e) repairing or replacing any switches, fuse and tap washers (due to misuse or abuse);
 - f) repairing or replacing window locks and screens;
 - g) interior pest control;
 - h) remedying any damage to fixtures and appliances on the Premises (due to misuse or abuse);
 - i) cleaning window blinds and repairing any damage done to them.
- 2.7 To indemnify and save harmless the Landlord from and against all and any manner of actions, causes of actions, damages, loss, costs or expenses which the Landlord may sustain, incur or be put to by reason of the use of the premises by the Tenant and any act or omission of the Tenant or any failure of the Tenant to observe and comply with any of the covenants and conditions of this Sublease.
- 2.8 To leave the Premises in good repair, reasonable wear and tear only excepted. Prior to vacating the Premises, Tenant will do a thorough cleaning of the Premises.
- 2.9 To use the Premises as residential occupation and for no other purpose and that no more than ____ people may inhabit the Premises.
- 2.10 To comply at all times with the Bylaws, Rules and Regulations from time to time of Base 10 Homeowners Corporation as well as well as all Tzeachten First Nation rules and bylaws. The Base 10 Homeowners Corporation Bylaws can be found at: <https://www.base10living.com/documents/>. In the event of any conflict between this Sublease and the posted Base 10 Bylaws, this Sublease will govern.
- 2.11 Unless specified below the Tenant shall not be entitled to have any Pets on the Premises. ~~Pets Permitted (select appropriate option):~~ ____ Dog (under ____ cm height) ____ Cat ____ Other (specify: _____)

- a) If the Tenant is given permission for Pets on the Premises, they will provide the Landlord with a Pet Damage Deposit of \$200.
- 2.12 To maintain the Premises as a "**Non-smoking**" residence at all times.
- 2.13 To permit the Landlord periodic (i.e. not more frequently than every 3 months) access to the Premises at any time during the Term on not less than 24 hours prior notice to conduct periodic inspections.
- 2.14 To permit the Landlord access to the Premises to show the Premises to prospective new Tenants on not less than 24 hours prior notice at any time during the final 60 days of the Term.
- 2.15 To have all floor surfaces professionally cleaned at the end of the Term.
- 2.16 To obtain at its own expense a Tenant's contents and liability insurance policy, and in any event, the Tenant agrees to provide to the Landlord the insurance policy number and summary of coverage for the Tenant's insurance policy.
- 2.17 That the Landlord shall not be liable to the Tenant for any damage to the Tenant's personal property arising from the actions of the Landlord or its agents, except in the case of the Landlord's gross negligence.
- 2.18 To check any smoke detectors in the Premises on a monthly basis and not to disconnect any smoke detectors at any time.

RESIDENTIAL TENANCY ACT NOT APPLICABLE

3. The Landlord and the Tenant agree that the provisions of the Residential Tenancy Act of BC and its Regulations do not apply to this Sublease due to the Unit being located on Tzeachten First Nation Reserve lands.

ENDING THE TENANCY

- 4. The Landlord may terminate this Agreement and end the tenancy created hereby if:
 - a.) The Tenant does not pay rent hereunder and such failure continues following 5 days written notice to the Tenant;
 - b.) The Tenant is in breach of any of the other Tenant covenants herein contained and such default continues following 15 days notice to the Tenant.

In the event of an early termination, the Tenant shall forthwith vacate the Premises. The Tenant acknowledges and agrees that notwithstanding termination of this Sublease, the Tenant is responsible to pay the monthly rent payable hereunder together with any applicable utility payments until the earlier of end of the Term and such time as the Premises have been re-rented by the Landlord to a qualified and suitable Tenant and a written sublease agreement with such party has been entered into.

LANDLORD'S COVENANTS

- 5 The Landlord covenants and agrees as follows:
 - 5.1 For quiet enjoyment;
 - 5.2 To provide and maintain the Premises in such a state of decoration and repair as to comply with health and safety standards, including housing standards, as required by law, and having regard to the age, character and locality of the Premises. Without limiting the generality of the foregoing, the Landlord agrees to provide and maintain the Premises in good repair.
 - 5.3 To pay property taxes, and local or other assessments levied by any governmental authority on the Premises.
 - 5.4 To keep the Premises insured against loss or damage by fire in such reasonable amounts as the Landlord may determine.

MUTUAL COVENANTS

- 6. The Landlord and the Tenant further agree:
 - 6.1 That if the Term hereby granted is at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors, or becomes bankrupt or insolvent, or takes the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current month's rent will immediately become due and payable and the Term will immediately become forfeited and void.
 - 6.2 That if the Premises or any part thereof is at any time during the Term burned down, or damaged by fire, or tempest, otherwise than by an act of the Tenant, or its invitee or any other party for whom the Tenant is responsible at law, so as to render the same unfit for the purpose of the Tenant then and so often as the same happens, the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injuries sustained and all remedies for recovering the same will be suspended and abated until the Premises will, at the option of the Landlord, have been rebuilt, or made fit for the purpose of the Tenant.
 - 6.3 That the Landlord shall not be liable for any loss, injury or damage caused to or suffered by the Tenant or the Tenant's family, friends, guests, visitors, invitees or any other persons on or in the Premises or to vehicles or their contents or any other property thereon, resulting from any cause whatsoever, and without limiting the generality of the foregoing, the Landlord shall not be liable for any injury, loss or damage incurred by any such persons during the period of occupation of the Premises by the Tenant pursuant to this Lease.

NOTICES

- 7. Any notices to be given pursuant to this Lease shall be given in writing and shall be sufficiently given if posted by prepaid registered post or delivered personally to the Landlord or the Tenant entitled to receive such notice at the respective addresses hereinafter set forth and if given by registered post shall be deemed to

be received on the third day after the date of mailing. Notices shall be given at the following addresses unless written notice of change in address is given:

To the Landlord:

#202 45793 Luckakuck Way, Chilliwack, B.C. V2R 5S3
Attention: Base10 Rentals (Rentals-B10@vanmarengroup.com)
Phone: 604 847-0700

TO THE TENANT: To the Tenant:

Unit No. , 46150 Thomas Road, Chilliwack, BC V2R 6B3

Email Address:

Phone Number:

RECEIPT OF SUBLEASE

8. The Tenant hereby acknowledges receipt of a true copy of this Sublease and acknowledges that he/she has had the opportunity to read the entire Lease and to obtain independent legal advice.

NUMBER AND GENDER

9. Wherever the singular or masculine are used in this Lease, the same shall be deemed to include the plural or the feminine, or the body politic or the body corporate.

ENUREMENT

10. This Sublease shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, where the context or the parties so require.

JOINT AND SEVERAL

11. Where the Tenant named in this Sublease is more than one party the covenants, liabilities and obligations of the Tenant shall be joint and several upon the parties named as Tenant.

ADDITIONAL PROVISIONS

12. The Tenant, any member of the Tenant's household, and any person(s) affiliated with the Tenant or invited onto the Premises by the Tenant shall not engage in any criminal activity on the Premises including, but not limited to:

- Any drug related criminal activity
- Solicitation (sex trade workers and related nuisance activity)
- Gang activity
- Unlawful use or storage of a firearm

- Breach of any Tzeachten First Nations Bylaws or Base 10 Homeowners Corporation Rules and Bylaws
- Any criminal activity that threatens the health, safety or welfare of the Landlord, other residents or persons on the Premises or the building of which the Premises forms a part.

A violation of this section shall be deemed a serious violation and material non-compliance with this Sublease. It is understood and agreed that a violation shall be good cause for a notice to end this Sublease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Landlord
VAN MAREN BASE 10 PARTNERSHIP No. 2,
by its Managing Partner ERIC VAN MAREN BASE 10 HOLDINGS LTD.

By: _____

Authorized Signatory

Tenant(s)
Complete list of Tenants:

Name	Signature

Witness to Tenants Signatures

Name of Witness: