

**RENTAL AGREEMENT – Evergreen**

THIS RENTAL AGREEMENT MADE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN**

**STURM CAPITAL CORP.**

244 California Place NE

Calgary, AB T1Y 6S9

Attn: Wynn Sturm Cell: 403-667-4045

Wynn’s Email: wynn@marathonprop.com Alternate Email: lana@marathonprop.com  
(the "Landlord")

**AND**

*Tenant 1*

*Tenant 2*

|              |
|--------------|
| Name: _____  |
| Phone: _____ |
| Cell: _____  |
| Email: _____ |

|              |
|--------------|
| Name: _____  |
| Phone: _____ |
| Cell: _____  |
| Email: _____ |

(the "Tenant(s)")

**PREMISES**

1. The Landlord grants and the Tenant takes a month to month rental of the residential premises known as Unit # \_\_\_\_\_, \_\_\_\_\_, Rocky Mountain House, Alberta, (the “premises”) commencing \_\_\_\_\_.
2. The Tenant shall pay to the Landlord the amount of \$\_\_\_\_\_ per month on the first day of each month, commencing \_\_\_\_\_ and shall provide post-dated cheques for the first of each month following to be provided at the beginning of the tenancy up to and including \_\_\_\_\_. The Tenant will provide proof of Tenant Pac insurance for the said suite. \_\_\_X
3. Then Tenant shall pay to the Landlord a security deposit in the sum of \$\_\_\_\_\_, to be paid on or before the first day of occupancy by the Tenant.

**THE TENANT DOES HEREBY COVENANT AS FOLLOWS:**

1. The Landlord shall not be liable for failure to deliver possession of the premises at the time stipulated as the date of commencement of tenancy. Such failure shall not excuse the Tenant’s obligation hereunder, except in the event of delay, the rent stipulated to be paid shall be abated for the period from the date of commencement specified in this Rental Agreement to the day possession is tendered to the Tenant.
2. The provisions of the *Residential Tenancies Act, 2006*, specifically section 19(1) statutory clauses as per the *Residential Tenancies Regulations, 2007* form part of the within month to month Rental Agreement.
3. To jointly and severally promise to pay rent in accordance with the Agreement between the Tenant and the Landlord.

4. To pay all power bills as they become due during the Term of the Rental Agreement.
5. To pay for cost of telephone connection and telephone bills as they become due during the Term of the Rental Agreement.
6. To pay all cable television bills as they come due during the Term of the Rental Agreement.
7. To not install television satellite dish(es) without the express written permission of the Landlord.
8. Not to transfer, or assign or sublet the whole or any part of the said Premises without written consent of the Landlord.
9. To indemnify the Landlord from all liabilities, fines, suits, claims, demands and actions, of any kind for which the Landlord shall or may become liable or suffer by reason of any breach, violation, or non-performance by the Tenant of covenant, term or provision of this Rental Agreement or by reason of a death or injury resulting from, occasioned to or suffered by any person or any property by reason of the act, neglect or default on the part of the Tenant or his family or his household or his guests; such indemnification in respect of breach, violation or non-performance, damage to property, injury or death, occurring during the term of the Rental Agreement shall survive the termination of the Rental Agreement
10. To give to the Landlord prompt written notice of all accidents to or defects in the water pipes, gas pipes, heating apparatus, telephone, electric lights and wires, and also of all accidents to and defects in the refrigerator, stove and other appliances provided by the Landlord, as well as any defects or breakage of structure, equipment or any other fixtures on the said Premises, and no alternations, additions or redecorating will be undertaken by the Tenant without the written consent of the Landlord.
11. Not to keep any animals of any description on the said premises.
12. That the premise is a non-smoking premise and there will be no smoking inside the building. In addition, any evidence that smoking has occurred inside the building will result in the relinquishment of the entire damage deposit plus any additional costs for cleaning and or damages. \_\_\_\_\_X
13. Not to operate any vehicles on the yard and lawns of the demised premises.
14. That no more than \_\_\_ people shall reside in the suite at any given time without the express written permission of the Landlord.
15. All personal property placed in the rental premises or in any other portion of the said building or any place surrounding the same shall be at the risk of the tenant or parties owning the same. The Landlord shall in no event be liable for the loss, destruction, and theft of/or security to such property.
16. To take good care of the Premises and keep them clean and in good condition; and to at all times during the term keep clean and in good order and condition all fittings and fixtures in the Premises, and not make any changes or alterations to the Premises without the consent in writing of the Landlord.
17. Waterbeds are not allowed unless full insurance coverage is provided and written proof of same is supplied to the Landlord.
18. That all covenants in this Rental Agreement entered into by more than one Tenant shall be construed as both joint and several.
19. If the Tenant intends to vacate the Premises, he shall provide notice to the Landlord in writing of his intention to do so not less than one full calendar month before his intention to do so and provided always and it is agreed that the Tenant shall remain fully responsible for all damages occasioned to the Apartment, and the Tenant authorizes the Landlord to set-off the damages for rent or property against the security deposit.
20. To deliver to the Landlord all keys to the Premises which he has in his possession upon termination of the Rental Agreement.
21. To vacate the Premises before 1:00 p.m. on the last day of tenancy.

22. The Landlord and his agents may at all reasonable times enter the Premises to inspect their condition.
23. To arrange for daily inspection of the Premises when accommodation is unattended for more than 48 hours.
24. The Landlord shall not be responsible for any loss, injury or damage from any cause to the Tenant, any member of the Tenant's family, any guest or invitee of the Tenant, or any other person, or to any property at any time within the said rented Premises, or any other portion of the building or grounds adjacent.
25. The Landlord or his agent shall be under no liability to the Tenant due to any discontinuance of heat, hot water, or for the discontinuance of any other service caused by accidents or by rain, snow or steam that may leak into or flow from any part of the said Premises through any defects in the roof, plumbing or any other source.
26. This Rental Agreement is not in effect unless it has been approved and executed by the Landlord.
27. This Rental Agreement, when executed contains the entire agreement between the parties hereto and neither party shall be bound by any oral statements or representations, by way of inducement or otherwise not herein contained.
28. Should the Tenant, a registered occupant or a guest violate or fail to abide by the conditions of occupancy, the statutory conditions and/or the rules and regulations posted on or about the building; the Tenant agrees to pay for any and all cleaning, repair and/or service cost immediately after services have been performed where damage and/or neglect or a malicious act and, the Tenant agrees that the Landlord shall be entitled to pursue possession of the Premises in accordance with the Act and this Lease.
29. The Landlord recognizes that you may need to have your rental cheque held for a day or two. If this is the case please advise the Landlord. Should any cheque come back NSF, the Tenant will be charged \$50.00 for the inconvenience.

**DATED at the Town of Rocky Mountain House, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. , 20\_\_\_\_\_.**

***Tenant 1***

|                       |  |
|-----------------------|--|
| _____                 | _____  |
| Tenant (Printed Name) | Landlord / Agent for Landlord (Printed Name) |
| _____                 | _____  |
| Tenant (Signature)    | Landlord / Agent for Landlord (Signature)    |

***Tenant 2***

|                       |  |
|-----------------------|--|
| _____                 | _____  |
| Tenant (Printed Name) | Landlord / Agent for Landlord (Printed Name) |
| _____                 | _____  |
| Tenant (Signature)    | Landlord / Agent for Landlord (Signature)    |

Approved Date: \_\_\_\_\_