

**FAIRVIEW HEIGHTS CONDOMINIUM, PHASE IV**  
94 DAUPHIN ROAD, DOLLARD DES ORMEAUX, QUEBEC H9G 1W3

**NON-TRANSFERRABLE RENTAL AGREEMENT  
ADDITIONAL PARKING SPACE(S)**

The Administration of Fairview Heights Condominium Phase IV (hereinafter called The Administration) offers to lease to \_\_\_\_\_ (hereinafter called the Tenant) of \_\_\_\_\_ (address) the Premises listed below on an "as is basis" subject to the following terms and conditions:

**PREMISES:** The premises shall comprise of \_\_\_\_\_ (number) car parking spot(s), as outlined in red on the attached site plan, forming Schedule "A".

The Administration has the right to relocate the Tenant to a different location in the parking lot by providing thirty (30) days written notice.

**TERM:** The Lease shall be on a month-to-month basis commencing on \_\_\_\_\_ (date). Both the Tenant and the Administration have the right to terminate the month-to-month tenancy upon a thirty (30) day written notice sent to either one.

Notwithstanding the above, this Rental Agreement is automatically terminated upon termination of the Tenant's Co-ownership at Fairview Heights Condominium Phase IV.

**RENTAL:** The monthly rental shall be \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) due on the first day of the month.

**USE AND CARE OF THE PREMISES:** The tenant will use the premises for the parking of cars only. The Tenant shall not use the Premises, or allow same to be used, for any purposes other than the parking of cars.

No commercial vehicles may be parked on the Premises.

The Premises shall not be used for storage purposes, including the parking of non-operating vehicles.

The Tenant must use appropriate measures to prevent damage to the Premises and to its pavement and asphalt however caused (including, but not limited to, oil leaks) and shall repair at its own cost and expenses all damages in a timely fashion.

In accordance with Section VII.C of the By Laws of the Condominium "*Only cars that are operable shall be permitted in the parking space. No repair work can be performed on the car while it is in the parking space.*"

The Tenant shall immediately and without prior notice remove his/her vehicle from the parking space upon request by the Administration in order to facilitate snow removal and/or maintenance of the Premises. If the vehicle is to be left in the parking space at any time when the Tenant is absent from the Condominium, the Tenant must provide the Administration with keys and authority to move the vehicle, or authorize a neighbour to do so on his/her behalf.

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**DEFAULT CLAUSE:** Should the Tenant fail to fulfill any of the obligations outlined in this Rental Agreement after having received a ten (10) day prior written notice from the Administration to such effect, the Administration shall have the right to cure the default on behalf of the Tenant and to charge all sums so paid to the Tenant.

The Administration, in addition to any other rights, shall have the same remedies and may take the same steps for recovery of all sums which the Tenant is to pay or reimburse the Administration pursuant to the Rental Agreement, as it may have for the recovery of rental arrears under the terms of this Rental Agreement.

In any of the following events, namely:

1. If the Tenant fails to pay the Administration any instalment of Rent within five (5) days of written notification by the Administration
2. If the Tenant shall assign, sublease or permit the use of the Premises by others
3. If the Tenant vacates or abandons the Premises
4. If the Tenant defaults in performance of any of its other obligations under the Rental Agreement and fails to rectify such default within seven (7) days of receipt of written notification by the Administration

this Rental Agreement may be terminated forthwith at the option of the Administration upon written notice to the Tenant.

In the event that the Administration is required to retain the services of a solicitor to enforce the fulfilment by the Tenant of any obligation under this Rental Agreement, the Administration shall be entitled to demand from the Tenant an amount equal to all legal costs, expenses and disbursements incurred by the Landlord to enforce the fulfilment by the Tenant of such obligations.

**LANGUAGE CLAUSE:** The Tenant and the Administration specifically declare that they have requested that the present Rental Agreement as well as all notices to be sent pursuant thereto be drafted in the English Language. Les parties, par les présentes, déclarent qu'elles ont demandé que cette proposition soit rédigée en anglais seulement.

**SIGNED IN DOLLARD DES ORMEAUX THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2\_\_\_\_\_.**

For Fairview Heights Condominium Phase IV  
(Administration)

\_\_\_\_\_  
(Print Name) (Tenant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)