

**OFFER TO LEASE (GROSS LEASE)**

From: \_\_\_\_\_ The Lessee  
and: \_\_\_\_\_ The Indemnifier  
and: \_\_\_\_\_ The Indemnifier  
To: \_\_\_\_\_ The Lessor

The Tenant having inspected the Demised Premises, offers to lease from the Landlord, Suite # \_\_\_\_\_ at the Property known as \_\_\_\_\_ for a term of \_\_\_\_\_ months, commencing on \_\_\_\_\_ (the Commencement Date). At a rental of:

\$ \_\_\_\_\_ per month for the \_\_\_\_\_ months plus HST  
\$ \_\_\_\_\_ per month for the \_\_\_\_\_ months plus HST  
\$ \_\_\_\_\_ per month for the \_\_\_\_\_ months plus HST

payable monthly in advance on the 1<sup>st</sup> day of each month during the term.

A cheque for \$ \_\_\_\_\_ (including 13% H.S.T.) payable to the Lessor is attached to apply as a Deposit on account of Rent for the first month and as a Security Deposit against any damage to the Demised Premises. The Security Deposit will be a minimum of one month's rent plus HST and will be refunded by the Lessor to the Lessee upon satisfactory inspection of the Demised Premises after the Lessee has vacated the Demised Premises. The cheque is to be returned if the Offer is not accepted. The Lessee shall provide monthly post-dated cheques annually in advance on account of Rent plus HST.

The Demised Premises are to be used for office purpose only and for the business of \_\_\_\_\_

The Lease shall be prepared by the Lessor on the Lessor's usual form and executed by the Lessee within 5 days of receipt or prior to the Commencement Date whichever first occurs. In the event that the Lessee occupies the Demised Premises prior to executing the Lease, the Lessee agrees to be bound by the covenants and agreements contained in the Lease.

In the event that the Demised Premises is not ready for occupancy on the Commencement Date the Lessee agrees to an adjustment of the occupancy and Commencement Date accordingly. The Rent will abate to the extent of the delay and the Lessor will not be liable in any way.

I/We certify that on the \_\_\_\_\_ day of \_\_\_\_\_ the information provided on the attached Lessee Information Sheet that forms part of the Offer to Lease is accurate, and give permission to the Lessor or its agent to perform credit checks, to contact employers, present and previous Landlords and references. In the event that a satisfactory credit report is not obtained, this Offer to Lease shall be null and void and the Deposit returned.

The Lessee agrees to pay \$ \_\_\_\_\_ plus HST on account of Sign Board signage.

The Lessee agrees to pay any increase in Property taxes, maintenance and utilities over the base year of \_\_\_\_\_.

It is understood and agreed that there are no representations or warranties of any kind relating to this Offer to Lease, except as expressly set out.

This Offer to Lease shall be irrevocable by the Lessee until 4:30 P.M. \_\_\_\_\_ after which time if not accepted by the Lessor, the Offer to Lease shall be null and void, and the Deposit returned.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
LESSEE  
I have the authority to bind the corporation

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
INDEMNIFIER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
INDEMNIFIER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSOR  
I have the authority to bind the corporation

\_\_\_\_\_  
DATE