

PROPERTY DUKE MARKHAM

EXCLUSIVE FOR 15 DAYS

BETWEEN

(2762419 Ontario Inc.)

Further Referred In this Agreement as "Property Duke Markham " & LANDLORD/OWNER



RENTAL LISTING AGREEMENT

Landlord / Owner Name (Required)

Date (Required)

E-Mail (Required)

Phone Number (Required)

Government ID For The Landlord / Owner (Required)

Additional Landlord / Owner? (Required)

☐ Yes ☐ No

Address Of The Property To Be Rented / Leased (Required)

Street Address

Address Line 2

City

State / Province / Region

Zip / Postal Code

Current Status Of Property?

☐ Rented ☐ Vacant ☐ Under Renovations

Date of Occupancy (Required)

Listing Price of the property (Required)

INFORMATION OF PROPERTY TO BE LEASED

Number of Bedrooms in property?

Number of Washrooms in property?

Finished Basement?

☐ Yes ☐ No

Is the property located in a condo Building or setup?

☐ Yes ☐ No

Approx Square Footage

Locker Unit Level

Number of Parking Spaces

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UTILITIES / FURNISHINGS | SELECT IF INCLUDED

Type of Furnishings

☐

Unit Furnished

☐

Unfurnished

☐

PARTIALLY FURNISHED

☐

Electricity

Electricity Provider

☐

Water

Water Provider

☐

Gas

Gas Provider

☐

A/C Power

A/C Unit

☐

Heating Unit

Electricity Provider

Type of Heating Unit

☐

Forced Air

☐

Electrical Heating

☐

Hot Water Tank

☐

Heating Power

☐

Central HVAC System

☐

On-Site Laundry

☐

En Suite

☐

Shared (Pay Per Use)

☐

Guest Parking

☐

Pay Per Use Guest Parking

☐

Microwave

☐

Dishwasher

☐

Wine Cooler

☐

Ice Maker

☐

Alarm System

☐

Code

☐

Other Window Coverings

☐

Phone

☐

Cable

☐

Internet

Notes (If Any of the utilities are included in rent)

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TERMS AND CONDITIONS (REQUIRED)

Section 1 - Services to be Provided by Property Duke Markham Inc.

1.01 The Owner hereby engages Property Duke Markham Inc. as its exclusive authorized representative for the purposes described in this Agreement.

1.02 Property Duke Markham Inc. shall have the authority to:

- i. Advertise the Property for lease, including on digital platforms, and may include relevant details about the Property. The Owner acknowledges that Property Duke Markham Inc. has sole discretion over all marketing decisions.
- ii. Place "For Lease" and "Leased" signs on the Property.
- iii. Conduct viewings of the Property for potential tenants.
- iv. Make reasonable efforts to screen potential tenants.
- v. Once the Owner has agreed to an Offer to Lease, Property Duke Markham Inc. will finalize the Residential Tenancy Agreement (Standard Form of Lease), acting as the Owner's agent and on their behalf, without incurring liability under the Lease. The Lease shall comply with the Residential Tenancies Act, 2006 and any other applicable laws.
- vi. After executing the Lease, Property Duke Markham Inc. will ensure tenant insurance and utility transfer confirmations, if applicable, before the lease begins.

Section 2 - Agreement Terms

2.01 The Owner retains the final decision-making power to accept or reject any tenant application, as per their discretion.

2.02 The term of this Agreement will be for fifteen business days starting at 12:01 a.m. on the Effective Date (the date Property Duke Markham Inc. signs the Agreement, as marked on the Signature Date). This term will automatically renew day-to-day until the Agreement concludes unless terminated as outlined in Section 2.03.

2.03 The Owner may terminate this Agreement by providing written notice to Property Duke Markham Inc. The termination will take effect either on the third business day following the notice or at the end of the current term. Any outstanding obligations, such as fees due, will remain in effect even after termination.

2.04 The Owner agrees to pay Property Duke Markham Inc. a one-time setup fee of \$149 and a fee equal to one month's rent, plus applicable taxes, under the following conditions: (i) upon receiving a signed Offer to Lease within 5% of the listed price, (ii) when the Owner signs an Offer to Lease regardless of the listed price, (iii) if the Owner terminates the Agreement, or (iv) if the Owner breaches the Agreement. The Owner will owe these fees even if the Offer to Lease is not accepted.

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TERMS AND CONDITIONS (REQUIRED)

2.05 During the Agreement's term, the Owner agrees not to independently advertise or lease the Property outside of Property Duke Markham Inc.'s efforts. Breaching this term will trigger the payment obligations stated in Section 2.04.

2.06 The term of this Agreement may be delayed if Property Duke Markham Inc. cannot access the Property or if the Property is not suitable for habitation due to issues beyond Property Duke Markham Inc.'s control, such as damage, legal prohibitions, or other extraordinary circumstances.

2.07 The Owner must provide Property Duke Markham Inc. with a full set of keys and permit photo and virtual tour creation of the Property before the Effective Date. The Owner must also ensure all utilities are functional.

2.08 In the event of a delay or pause, the term will resume only once Property Duke Markham Inc. confirms, via email, that the Property meets the Owner's obligations and is available for viewings.

2.09 Property Duke Markham Inc. will not be held responsible for any failure to fulfill its obligations due to reasons described in Sections 2.06 or 2.07.

2.10 The Owner authorizes Property Duke Markham Inc. to deduct fees directly from any funds collected from tenants.

2.11 Property Duke Markham Inc. will transfer any funds collected on behalf of the Owner, minus applicable fees, once the Lease begins and tenants take possession.

****Section 3 - Owner's Representations and Warranties Regarding the Property****

3.01 The Owner confirms they have obtained valid insurance coverage for both property and liability before the Effective Date.

3.02 The Owner affirms that spousal consent is not required to enter into this Agreement under applicable family law.

3.03 The Owner warrants that they have the legal authority to execute this Agreement and lease the Property, and have complied with all local laws, zoning regulations, and property restrictions. Failure to obtain necessary permissions constitutes a breach of the Agreement and triggers payment obligations under Section 2.04.

3.04 If a tenant cannot occupy the Property for reasons outside of Property Duke Markham Inc.'s control, the Owner will indemnify Property Duke Markham Inc. against any resulting claims or actions.

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3.05 The Owner is responsible for ensuring that the Property is equipped with the necessary appliances in good working order, including a fridge, stove, oven, and vent as required.

3.06 The Owner must ensure that fire safety equipment is provided, including smoke detectors, a fire extinguisher, and carbon monoxide detectors, as well as comply with other safety regulations. Property Duke Markham Inc. may complete any necessary repairs at the Owner's expense if these items are not in working order by the agreed-upon date.

3.07 The Owner is responsible for having the Property professionally cleaned before the tenancy begins. If not done, Property Duke Markham Inc. may arrange the cleaning at the Owner's expense.

3.08 The items listed on the first page of this Agreement will either be included or excluded from the Property. If included, the Owner will bear the cost of providing these items.

3.09 The Owner shall provide Property Duke Markham Inc. with any relevant condominium by-laws, if applicable, and inform them of any special conditions.

Section 4 - Liability, Indemnity, and Insurance

4.01 The Owner confirms that the Property has sufficient insurance coverage, including personal injury and property damage, and that the policy includes waivers in favor of Property Duke Markham Inc.

4.02 Property Duke Markham Inc. is not responsible for any loss or damage to the Property, nor for any depreciation in its value.

4.03 The Owner agrees to indemnify Property Duke Markham Inc. and its affiliates for any claims arising from Property Duke Markham Inc.'s duties under this Agreement, including legal fees and damages.

4.04 Property Duke Markham Inc. will not be liable for any direct, incidental, or consequential damages arising from this Agreement.

4.05 Property Duke Markham Inc. will not be held responsible for any failures related to the terms of this Agreement.

More Information :

Suit 60 - 1100 Burloak Dr #300, Burlington, ON L7L 6B2

+1 (437) 266-7728 (Office) / info@propertyduke.com

www.propertyduke.com

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TERMS AND CONDITIONS (REQUIRED)

Section 5 - Miscellaneous

5.01 This Agreement will be governed by the laws of the Province of Ontario.

5.02 Notices must be in writing and delivered either by hand, mail, or email to the relevant party as indicated in this Agreement.

5.03 Any service updates or changes will be directed to the Owner's designated agent.

5.04 This Agreement is binding upon the parties and their respective heirs, successors, and assigns.

5.05 Any overdue payments will accrue interest at a rate of 29% per year, calculated monthly.

5.06 This document constitutes the entire Agreement, and no other oral or written agreements exist.

5.07 Any modifications to this Agreement must be made in writing or via email.

5.08 Certain sections of this Agreement can be amended through email communication upon mutual consent.

5.09 The Agreement may be executed electronically, with multiple signed copies forming a single document.

5.10 The Owner agrees that Property Duke Markham Inc. may approve, decline, or counter lease offers through an online portal.

5.11 The Owner affirms they have read and understood the Agreement, and if they waived independent legal advice, they have done so voluntarily.

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Signature (Required)

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