

LEASE AGREEMENT MADE EFFECTIVE THIS 18TH DAY OF DECEMBER, 2024

BETWEEN:

(hereinafter called the "Landlord")

OF THE FIRST PART

-and-

ALLEN WAYNE KURTZ & LOUISE MARY KURTZ

(hereinafter called the "Tenant")

OF THE SECOND PART

1. PREMISES

The Landlord hereby leases to the Tenant the residential home located in Camrose County on the land legally described as:

MERIDIAN 4 RANGE 21 TOWNSHIP 48
SECTION 4
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
HECTARES (ACRES) MORE OR LESS
A) PLAN 0523563 DESCRIPTIVE 2.024 5.00
EXCEPTING THEREOUT ALL MINES AND MINERALS

and as outlined in Schedule "A" (hereinafter referred to as the "Premises") for use and occupation as residential premises only, subject to the terms and conditions of this Agreement and of the *Residential Tenancies Act* of the Province of Alberta (the "Act").

2. TERM

Unless renewed or earlier terminated in accordance with this Agreement, or by express written consent of the Landlord, this Agreement shall be for a fixed term commencing on the above noted effective date, and ending on May 31, 2025, unless otherwise agreed upon, (the "Term").

3. RENT

The Tenant shall pay monthly a rental of \$1.00 per month (the "Rent"), on or before the first day of each and every month of the Term of this Agreement.

4. UTILITIES

The Rent does not include any services or utilities, for the Premises, which shall be the obligation of the Tenant, and the Tenant agrees to pay on demand to the appropriate authority or utility provider, or the Landlord for those utilities billed directly to the Landlord by the appropriate authority, and to be fully responsible for the costs of such services.

5. TENANT INSURANCE

It shall be the responsibility of the Tenant to insure the Tenant's property on the Premises against damage or loss to the Tenants property caused by fire, theft and other perils which cause such damage or loss.

6. WAIVER AND INDEMNITY

The Tenant hereby waives and releases the Landlord from any liability for the damage or loss to any persons or property which occurs in connection with the Premises. The Landlord shall not be responsible for any loss of the Tenant's property in the Premises. The Landlord is not responsible for damages, inconvenience, or fumigation costs due to insect infestation.

The Tenant hereby indemnifies and saves harmless the Landlord for and in relation to any and all loss or damage caused by the Tenant or the Tenant's guests of invitees, through neglect, misuse or carelessness and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes of action or claims for damage or injury of any nature, kind and description whatsoever arising out of or in connection with Tenant's occupation of the Premises or in association with the Premises.

7. USE OF PREMISES

- a) The Tenant and Landlord agree that the driveway accessing the Premises as outlined in Schedule "B" (the "Easement Area") shall be non-exclusive and the Landlord may continue to use the Easement Area and grant others rights to use the Easement Area in a manner that does not interfere with the Tenants rights. The Tenant shall not use the Easement Premises in any manner that may interfere with the Landlords right to use the Easement Premises.
- b) The Tenant shall be responsible for all snow removal and yard maintenance on the Premises, including the Easement Area.
- c) The Premises shall be used for residential purposes only.

- d) The Tenant shall have the right to store sea-cans on the Premises for the Term of the Lease, unless otherwise agreed upon.
- e) The Tenant shall make its best efforts during the continuance of this Lease well and sufficiently repair, maintain, amend and keep the Premises in as good and substantial state of repair as the Premises existed at the commencement of the lease together with all fixtures thereto belonging, or which at any time during the said Term shall or may be erected and made by the Landlord or the Tenant, when, where and so often as need shall be, structural repairs due to faulty workmanship in construction excepted.
- f) The Tenant shall be responsible for the costs of repairing plugged toilets, sinks, dishwasher, drains, furnaces and the cost of all damage resulting directly or indirectly therefrom.
- g) The Tenant shall be responsible for the cost of repairing or replacing windows, screens, light fixtures, broken or removed during the tenancy.
- h) The Tenant shall permit the Landlord, with or without workmen and others, at all reasonable times to enter upon and view the condition of the demised premises; and forthwith (so far as the Tenant is liable so to do hereunder) execute all repairs and works required to be done hereunder.
- i) The Tenant shall comply with all lawful by-laws, rules and regulations of any and every municipal and other authority which in any manner relate to or affect the demised premises.
- j) The Tenant is responsible if windows are left open, causing plumbing to freeze or damage by rain to floors or windows.

8. SUBLEASE ASSIGNMENT

The Tenant shall not, during the said Term, transfer, assign, hypothecate, encumber or in any way deal with or part with any part of the whole of the Premises to any other party. If the Tenants vacate the property for more than 30 days during the term of this lease this lease shall terminate forthwith.

9. TIME

Time is of the essence of this agreement.

10. COUNTERPARTS

This Lease may be signed in one or more counterparts and delivered by fax or electronic document.

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

Signed in the presence of:

_____)	_____
Witness)	Landlord:
_____)	_____
Witness)	Tenant: ALLEN WAYNE KURTZ
_____)	_____
Witness)	Tenant: LOUISE MARY KURTZ

IDENTIFICATION OF TENANT

Type of Photo Identification & Place of Issuance	Number

Type of Photo Identification & Place of Issuance	Number

SCHEDULE "A"
The Premises



SCHEDULE "B"
The Easement Area

