

WIND CHIMES TRAILER PARK

TENANCY AGREEMENT

PAD (SITE):# 18

THIS AGREEMENT made this 22 day of November 2014

BETWEEN:

WIND CHIMES TRAILER PARK OWNER WILLIAM JULES

Head Office: 1267 Kootney Rd. P.O. Box 102 Stn Main Kamloops BC V2C 5K3

Phone: (250) 819-2883

Landlord : William Jules

Phone: (250) 819-2883

(hereinafter called the "Landlord")

AND:

Krista Marion Dersch 8144053

Full Name of Tenant(s)

Drivers License #

attach photocopy

Conrad Andre Eleazar Dersch 7483541

Full Name of Tenant(s)

Drivers License #

attach photocopy

Address: 308-1950 Cuslew Road, Kamloops BC V2C 4H8

Mailing Address (if different from above): _____

Home Phone: 250 819 8014, 250 319 4312

Work Phone: _____

Emergency Phone: _____

(name/relationship)

(hereinafter called the "Tenant")

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WHEREAS;

- A. The Landlord is the owner of a manufactured home park located on the following lands:

Civic Address: 1267 Kootney Rd. Kamloops, BC

Legal Description. Lot 6 or Plan 4389

(hereinafter called the "Park");

- B. The Tenant desires to rent a pad within the Park on which to place and install the following manufactured home:

MANUFACTURED HOME INFORMATION.

Year / Make / Size: _____

Model: _____

CSA Number: _____

Serial Number: _____

MHR Number: _____

Pet: (Yes/No): _____

(if answer is yes, Landlord
approval is required. Complete
Pet Agreement attached as
Schedule "C")
(the "Manufactured Home")

Therefore, the parties agree as follows:

1 AGREEMENT.

- 1.1 The parties to this Manufactured Home Pad Tenancy Agreement ("this Agreement" or "this Tenancy Agreement") agree to be legally bound by and to obey the terms of this Agreement,

2 TENANCY.

- 2.1 The Landlord hereby rents to the Tenant that portion of the Park known as Pad # 18, which pad is shown on a sketch plan attached as Schedule "A" (the

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"Pad"). The Landlord agrees to rent the Pad to the Tenant for the purpose of placing and installing thereon the Manufactured Home.

2.2 Length Of Tenancy :

- (a) **"Commencement Date"**: This tenancy starts on: DEC 20/2014
- (b) **"Term"**: The length of this tenancy is on a month-to-month basis.
- (c) **"Base Rent"**: The Tenant will pay Pad rent of \$300.00 each month to the Landlord on the first day of the rental payment period commencing on the Commencement Date.
- (d) **"Rent Increase"**: Once every five (5) years, the Landlord may increase the rent for the existing Tenant. The Landlord may only increase the rent 60 months after the date that the existing rent was established with the Tenant or 60 months after the date of the last rent increase for the Tenant, even if there is a new tenant by way of an assignment. The Landlord will give the Tenant two (2) whole months notice, in writing, of a rent increase.

2.3 **Included In Tenancy**; The following services, amenities, and facilities are included in the base rent for month to month rentals and pre-paid sublease:

- _____ Exclusive use and occupancy of the land identified as the pad in this Agreement
- _____ Garbage Collection
- _____ Landscaping maintenance of park common areas
- _____ Roadway Maintenance, including snow removal (main roadway only)
- _____ On-site Property Manager

2.4 **Other Rent**: The Tenant will pay additional rent of \$ _____ each month to the Landlord on the first day of the rental payment period for the following:

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2.5 **Water and Sewer Services** Individual water meters. Payable to K.I.B. Sewer system applicable upon the infrastructure.

2.6 **Electrical, Telephone, Cable Services:** The tenant shall be responsible for the payment of hydro, telephone and cable services on a separate billing system as set up with the licensed service provider of each of these utilities. It is the tenant's responsibility to make application, pay for any connection fees and maintain payments for these services directly with the service providers.

2.7 **Deposit:**

(a) The Tenant shall pay a non-refundable deposit of \$900.00 on the date of execution of this Agreement to secure the use and occupancy of the specific pad location as noted in this Agreement.

(b) The Landlord agrees:

(i) to apply this amount to the first three months pad rental upon the tenant taking possession of the pad. If the tenant fails to order the modular home within 30 days of this Agreement, the deposit is forfeited to the Landlord as damages;

2.8 **Other Occupants;** In addition to the Tenant, the full names of all people (adults only) who will be living in the Manufactured Home on the Pad are as follows:

(a) Name:

Drivers License # _____ (attach photocopy)

(b) Name:

Drivers License # _____ (attach photocopy)

(c) Name:

Drivers License # _____ (attach photocopy)

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(the "Occupants")

The Tenant will inform the Landlord in writing of any changes in permanent and/or temporary Occupants as changes occur. Temporary, for the purposes of this section, means occupancy of more than 15 days and less than 30 days. Permanent, means occupation longer than 30 days.

3 PAYMENT OF RENT.

- 3.1 All rents are due in full on the first day of each month and are payable in advance at the office of the Landlord set out on Page 1 of this Agreement or as otherwise directed by the Landlord from time to time. Any late payments of rent may be regarded as a breach of the terms of this Agreement. If the rent is late the Landlord may issue a Notice to End a Residential Tenancy to the Tenant, which may take effect not earlier than ten (10) days after the date the said Notice is given,
- 3.2 The Tenant will establish a pre-authorized payment plan for the payment of the rent to the Landlord. In the alternative, the Tenant will supply the necessary number of post-dated cheques to the Landlord to cover the period up to the end of the calendar year, after which the Tenant will continue to supply the necessary number of post-dated, cheques to the Landlord to cover subsequent rental periods up to the end of each subsequent calendar year. Tenants issuing NSF cheques or having pre-authorized payments refused on presentation will be charged a \$25.00 service fee. In addition to this, late payments are subject to a charge as liquidated damages at a rate of \$50.00 per day.
- 3.3 **Prorated Rent.** In the event that the term of this Tenancy Agreement commences on a day other than the first day of the month the Tenant will pay rent for that month which will be the sum of money equal to the product obtained by multiplying the number of days from the commencement of the term to the end of the month inclusive by 1/30th of the monthly rental herein provided.

4 INSTALLATION OF HOME AND SERVICES.

- 4.1 The Tenant agrees to have the Manufactured Home placed on the Pad in accordance with each and every one of the specification requirements as set out in Schedule "B" attached hereto and farther agrees that the cost of such installation be prepaid and contracted as follows:
 - (a) As part of the purchase of a new manufactured home from Halston Homes Limited
or
 - (b) By a contractor approved by the Landlord of the Park.

5 UTILITY CHARGES.

5.1 The Tenant agrees to pay all charges for or in connection with utilities and services supplied to the Pad and the Manufactured Home, including all meter C connection, disconnection, or moving charges related thereto, and for all gas, electricity, sewer, water, telephone and cable television services charged to the Pad.

6 PROPERTY TAXES.

6.1 **Property taxes on the Manufactured Home are the responsibility of the Tenant.**

The Tenant will pay directly to the Kamloops Indian Band, when due, all property taxes on the Manufactured Home and any other property owned by the Tenant considered an "improvement" by the taxing authority. This includes property taxes on accessory equipment and structures including, but not limited to, awnings, skirting. Storage sheds, garages, steps and porches and other improvements made or installed by the Tenant, former tenant or by persons other than the Landlord.

7 LIABILITY & INSURANCE.

7.1 The Tenant will take out and maintain or cause to be taken out and maintained, at the expense of the Tenant the following insurance:

- (a) **Liability Insurance.** Comprehensive personal liability insurance (the "Liability Insurance") against claims for personal injury, death or property damage or loss occurring at or about the Pad for such amounts as are required by the Landlord from time to time, acting reasonably.
\$2,000,000 Additional insurers, William Jules and K.I.B.
- (b) **Property Insurance.** "All risks" property insurance (the "Property Insurance") upon the Manufactured Home, to their full insurable value, calculated on a replacement cost basis against loss or damage by fire and other perils under customary supplementary coverage.

7.2 **Not Invalidate Insurance.** The Tenant will not do, permit or suffer anything to be done on or from the Premises which might cause any policy of insurance to be invalidated or cancelled, and the Tenant will comply forthwith with every notice in writing from the Landlord or any insurer requiring anything to be done or not done in order to avoid invalidation or cancellation of any insurance.

7.3 **Release of Liability for Insured Damage.** The Tenant hereby fully releases and discharges and agrees to fully indemnify and save harmless Her Majesty from and against any and all actions and damages whatsoever caused by, resulting from or in respect of any of the perils or injury against which it has covenanted in this Agreement to insure, even if the action or damage arises out of the negligence or

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omission of Her Majesty or Her Majesty's Representatives and even if the Tenant has failed to so insure, unless insurance is not available for that peril or injury.

8 ASSIGN OR SUBLET.

- 8.1 The Tenant cannot rent, sublet or assign the Tenant's Manufactured Home, the Pad, or any rights or interest that the Tenant may have under this Agreement without the written pre-approval of the Landlord, which shall not be unreasonably withheld. The Landlord shall be entitled to charge the replacement tenant a \$2,000.00 processing/assignment fee, such fee shall be payable prior to the new tenant taking possession of the pad.

9 OBSERVE RULES AND REGULATIONS.

- 9.1 The Tenant, his or her family, occupants, servants and guests shall observe the rules and regulations made from time to time by the Landlord for the safety, care and cleanliness of the said Park, the comfort and convenience of its tenants and the preservation of good order within the Park. The rules and regulations of the Park are set out in Schedule "B" attached hereto, and may be amended from time to time at the Landlord's option (the "Rules and Regulations").

10 MANUFACTURED HOME ONLY.

- 10.1 The Tenant hereby acknowledges and agrees that the Pad is rented to and held by him or her solely for the placement thereon of the Manufactured Home, and further that no other manufactured home nor related improvement nor appurtenance save and except entrance porches, decks, and carports/garages and steps shall be placed upon the Pad. All related improvements shall be first approved in writing by the Landlord.

11 OCCUPANTS AND INVITED GUESTS.

- 11.1 Guests are required to adhere to all Rules and Regulations for the Park and the behaviour and actions of guests are the responsibility of the Tenant. Invited guests (any person not listed as either Tenant or Occupant in this Agreement), who stay more than a total of fourteen (14) consecutive days in any calendar year, must have prior written consent of the Landlord for this purpose. When a person who is not listed as a Tenant or Occupant, resides in the Manufactured Home on the Pad for a period in excess of fourteen (14) consecutive days in any calendar year, without the permission of the Landlord, they shall be considered to be occupying the Pad contrary to this Agreement and shall be considered a trespasser. Failure to apply and obtain the necessary approval of the Landlord in writing is considered a fundamental breach of this Agreement. The Landlord may at his or her option give immediate notice to end the tenancy, if the Tenant fails to correct the said breach within a reasonable time after having been given written notice by the Landlord.
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- 11.2 The Landlord will not stop the Tenant from having guests on the Pad under reasonable circumstances. If the number of permanent occupants is unreasonable, the Landlord may discuss the issue with the Tenant and may serve a Notice to End a Residential Tenancy.

12 CONDUCT

- 12.1 In order to promote the safety, welfare, enjoyment and comfort, of the other occupants, guests and tenants of the Park, the Tenant, Occupants, and the guests of the Tenant shall not disturb, harass, or annoy other occupants, guests, or tenants of the Park or neighbours or employees of the Landlord. In addition, noise of any kind, which in the reasonable opinion of the Landlord may be calculated to disturb the comfort of any other occupant, guest, or tenant of the Park shall not be made by the Tenant, Occupants, or the guests of the Tenant after a request to discontinue such noise has been made by the Landlord. The Tenant, Occupants, or the guests of the Tenant shall not cause or allow loud conversation, music, television, radio, stereo system, or any other irritating noise to disturb the peaceful enjoyment of other tenants, occupants, or guests at any time, and in particular between the hours of 11:00 p.m. and 7:00 a.m. The Landlord may end the tenancy as one of its remedies for breach of this rule.
- 12.2 The Tenant must conform to any and all Federal and Band laws, bylaws, rules and regulations.

13 OVERHOLDING.

- 13.1 If the Tenant remains in possession of the Pad after the last day of any lawful end of the tenancy, the Landlord may claim damages against the Tenant and the Tenant shall be liable for damages suffered by the Landlord. The Landlord may apply for an Order of Possession or similar order from a court or an arbitrator and when such an order has been obtained, eviction by the bailiff may follow. In addition, the Tenant hereby acknowledges and agrees that the Landlord and the incoming tenant may have a civil right of action against the Tenant as a result of the Tenant's failure to leave the Pad where they are by law required to do so.

14 REPAIRS AND MAINTENANCE.

- 14.1 **Landlord's Duties.** The Landlord will maintain common park areas and roadways in a reasonable state of decoration and repair (in keeping with the age, character and locality of the Park) making the Park suitable for occupation by a reasonable tenant.
- 14.2 **Tenant's Duties.** The Tenant agrees to maintain ordinary health, cleanliness and sanitary standards throughout the Pad, the Manufactured Home, and the Park. The Tenant will take the necessary steps to repair damage to the Pad, the Manufactured Home, and the Park (including any adjacent pad site and any

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common park property or facilities) caused by any wilful or negligent act or omission of the Tenant, Occupant or guests of the Tenant. The Tenant is not responsible for reasonable wear and tear to the Pad. If the Tenant does not comply with the foregoing duties, the Landlord may discuss the matter with the Tenant and may seek a judgment for the costs of the repairs, serve a Notice to End a Residential Tenancy, or both.

14.3 **Failure to Maintain.** In the event that the Tenant fails to maintain the Pad and the Manufactured Home, including any additions or accessory buildings on the Pad, in accordance with the Rules and Regulations of the Park, after written notification to the Tenant, and the failure of the Tenant to comply within seven (7) days or within a reasonable time, having regard for type and extent of the repair that is required, the Landlord may charge a reasonable fee for services relating to the maintenance or repair of the Pad or Manufactured Home and the Landlord may also terminate the tenancy. The written notice to the Tenant will state the specific condition(s) to be corrected and an estimate of the charges to be imposed by the Landlord if the services are performed by the Landlord or the Landlord's agent.

14.4 **Emergency Repairs.** The Landlord will post the name and telephone number of the designated contact person for emergency repairs in the Park. The Tenant must make at least two (2) attempts to notify the person designated by the Landlord, and give a reasonable time for completion of the emergency repairs by the Landlord.

15 **ENTRY OF THE MANUFACTURED HOME PAD BY THE LANDLORD.**

15.1 The Landlord may enter the Pad only if one of the following applies:

- (a) the Landlord gives the Tenant a written notice which states why the Landlord needs to enter upon the Pad and specifies a reasonable time not sooner than twenty-four (24) hours and not later than seventy-two (72) hours from the time of giving notice;
- (b) there is an emergency, such emergency as determined by a reasonable person acting in a reasonable manner;
- (c) the Tenant gives the Landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
- (d) the Tenant has abandoned the Pad; or
- (e) the Landlord has an order of a court saying the Landlord may enter upon the Pad.

- 15.2 The Landlord may have reasonable access to the Pad for the purpose of giving any notices, newsletters, and documents, containing issues pertinent to the tenancy in the Park and for making inspections of any services, amenities, or facilities supplied to the Tenant by the Landlord.

16 USE OF MANUFACTURED HOME AND PAD.

- 16.1 - The Tenant's Manufactured Home and Pad shall be used for private residential purposes only and not for any business or commercial or illegal or unlawful purposes (no Tenant may rent out any part of their Manufactured Home or Pad to co-tenants without the prior written consent from the Landlord). No business or commercial advertising shall be placed on the Manufactured Home or the Pad. Any leasing, subleasing, sale, purchase, or exchange of manufactured homes is considered a business, and must be approved in writing by the Landlord. At all times, at least one of the persons listed as Tenant must be the "legal" or "registered" owner of the Manufactured Home which occupies the Pad. Absolutely, no daycare business will be allowed.

17 SALE OF MANUFACTURED HOME AND APPROVAL OF PURCHASER AND SUBSEQUENT TENANTS.

- 17.1 The Tenant may sell his or her Manufactured Home at any time. However, the Tenant must immediately notify the Landlord, William Jules at 1267 Kootney Rd., P.O. Box 102, Stn Main, Kamloops, BC, V2C 5K3 and K.I.B. in writing of the Tenant's intent to sell. If the prospective purchaser of the Manufactured Home intends for the Manufactured Home to remain on the Pad or in the Park, **the Tenant must ensure that the prospective purchaser does the following before purchasing the Manufactured Home or occupying the Pad.**
- (a) complete an application for tenancy and pay to the Landlord a non-refundable \$2,000.00 processing/assignment fee; and
 - (b) be approved and accepted for tenancy by the Landlord, which acceptance shall not be unreasonably withheld; and
 - (c) execute a new tenancy agreement or obtain a written consent from the Landlord to assign the existing Tenancy Agreement; and
- 17.2 If the purchaser of the Tenant's Manufactured Home fails to execute a new tenancy agreement with the Landlord or the Tenant does not get the Landlord's prior written consent to assign the existing Tenancy Agreement to the purchaser, such purchaser shall have no rights to any tenancy and may have to remove the Manufactured Home from the Pad and the Park at their sole expense.
- 17.3 Procedures and criteria for approval and rejection will be reasonable and will be applied equally to all applicants or prospective tenants. The Tenant agrees to allow the Landlord at least ten (10) clear working days, or other reasonable time
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period as reasonably required by the Landlord, to approve or disapprove the tenancy of any prospective tenant.

18 MANUFACTURED HOME AND PAD ALTERATIONS.

18.1 Must be pre-approved by the Landlord. Any alterations or additions to the Tenant's Manufactured Home and Pad including accessory buildings and other structures must first be approved in writing by the Landlord and must conform to all Band bylaws. Where required, and after the Landlord has approved any alteration or addition, a building permit must be obtained from the local Band authority *before any alterations or additions are commenced*. A copy of such approval must be provided to the Landlord.

19 REPLACEMENT OF EXISTING MANUFACTURED HOMES AND NEW STANDARDS.

19.1 The Tenant understands and agrees that the Park has new or replacement manufactured home standards which must be adhered to when bringing a new or replacement manufactured home into the Park. That Tenant agrees that all new or replacement manufactured homes brought into the Park must first be approved by the Landlord in writing. No metal roofs will be allowed. The Landlord shall not unreasonably withhold his consent for bringing a new or replacement manufactured home into the Park.

20 PETS.

20.1 The Tenant will adhere to any rules and regulations of the Park regarding pets and agrees to execute a separate Pet Agreement (attached hereto as Schedule "C") before bringing any pet into the Park. Having regard for the quiet and enjoyment of the tenants, occupants and invited guests in the Park, the Tenant shall not keep or allow to be kept, any pets, domestic or wild, fur bearing or otherwise, unless specifically permitted in writing by the Landlord acting reasonably. Where the Landlord has given written permission for any pet, the Tenant shall ensure that the pet does not disturb other persons in the Park or adjoining property, and further the Tenant shall ensure that no damages occur to the Park and Pad as a result of having a pet. This is a material condition of the Tenancy Agreement. If the Landlord gives notice to the Tenant to correct any breach of the pet rules, and the Tenant fails to comply within a reasonable period of time, the Landlord has the right to end the tenancy along with making the appropriate claims against the Tenant. Having regard to the potential noise factors, damage and mess, the Tenant shall not encourage or feed wild animals at or near the Park.

21 LANDSCAPING.

21.1 If, in the opinion of the Landlord, the basic landscaped areas for the pad have been neglected by the Tenant, the Tenant must, within fourteen (14) days of

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receiving written notice from the Landlord, bring the Pad back up to Park standards or the Landlord will have the breach remedied at the cost of the Tenant. Any additional landscaping to the Pad must first be approved in writing by the Landlord, and any plants, shrubs, trees or grass planted by the Tenant, become, upon planting, fixtures of the Pad, which fixtures shall belong to the Landlord and shall not be removed without the prior written consent of the Landlord. At no time may any landscaping interfere with the peaceful enjoyment of the other tenants in the park.

22 INDEMNITY.

22.1 The Tenant will indemnify and save harmless the Landlord from and against all fines, liens, suits, claims, demands and actions of any covenant, term or condition hereof or by reason of any injury occasioned to or suffered by any person or persons or any property, by means of any wrongful act, neglect or default on the part of the Tenant, his or her occupants, guests, employees, invitees or licensees. The Tenant shall also indemnify the Landlord against any damage to or loss of any of the property of the Landlord used in the operation of the Park caused by the Tenant, or his or her Occupants, guests, invitees, or licensees.

23 RELEASE OF LANDLORD.

23.1 - The Landlord shall not be liable or responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant, or his or her Occupants, guests, employees, invitees, or licensees or any other person who may be on or about the Park or for any loss or damage or injury to any property belonging to the Tenant, or his or her Occupants, guests, employees, invitees or to any other person while such property is on or about the Park and the Tenant acknowledges that he or she shall use the Pad and any and all of the facilities within the Park entirely at his or her own risk.

24 WAIVER RE DISTRESS.

24.1 Notwithstanding anything contained in any ordinance, law or statute now or hereafter in force, none of the goods or chattels of the Tenant at any time during the term hereof upon the Pad shall be exempt from levy by distress for rent and upon any claim for such exemption being made by the Tenant of any distress being made by the Landlord, this covenant may be pleaded as an estoppel against the Tenant and the Tenant hereby waives all and every benefit that could or might accrue to the Tenant under any such ordinance, law or statute.

25 DEFAULT.

25.1 In the Event that default is made in payment of rent or any part thereof and such default continues for three (3) days after the due date for payment of same, or in the case of non performance or non-observance on the part of the Tenant,

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members of his/her family, any Occupants, or his or her invitees of any covenant, condition, restriction or term herein or any of the Rules and Regulations which ought to have been observed by the Tenant, and his or her Occupants, then the Landlord may at its option in addition to exercising any other remedy available to it in law, terminate this tenancy by 10 days written notice to the Tenant and this tenancy shall thereupon cease and the Landlord may re-enter into and upon the Pad to have again, repossess and enjoy as the Landlord's former estate, anything herein contained to the contrary notwithstanding. In addition, the Landlord shall have the right to evict the Tenant from the Park and to remove the Manufactured Home from the Pad to a location chosen by the Landlord at the sole cost and risk of the Tenant.

26 YIELD UP.

- 26.1 At the time of termination of this tenancy the Tenant will peaceably surrender and give up the Pad, will provide vacant possession to the Landlord, and will remove all of his or her property therein without notice from the Landlord and at the sole expense of the Tenant (any right of notice to quit or vacate being hereby expressly waived by the Tenant). The Tenant further agrees that in the event that the said Manufactured Home has not been removed from the Pad within ten (10) days following the termination of this tenancy, then the Landlord shall be at liberty to remove the Manufactured Home from the Pad and to retain possession of the Manufactured Home until the Landlord shall have received from the Tenant all arrears in rent, if any, and reasonable charges for the disconnection of services to and removal and storage of the Manufactured Home.

27 ENDING THE TENANCY.

- 27.1 The Tenant may end a month-to-month tenancy by giving the Landlord at least one whole month's written notice. The Landlord must receive the written notice before the day the rent is due for the Tenant to move out at the end of the following month. This notice must be in writing and must:
- (a) include the address of the Pad; and
 - (b) include the date the tenancy is to end; and
 - (c) be signed by the Tenant.

For example, if the Tenant wants to move at the end of May, the Tenant must make sure the Landlord receives written notice on or before April 30th.

- 27.2 The Landlord and the Tenant may mutually agree in writing to end this Tenancy Agreement at any time.

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28 NOTICES.

28.1 All notices required or permitted under this Agreement must be in writing and must be served on the Landlord or Tenant by serving it personally on the Landlord or the Landlord's agent, or on the Tenant; or by sending it by registered mail to the Landlord or the Landlord's agent, or to the Tenant at the address where the Tenant resides. The Tenant shall accept any notice, process or document required or permitted to be given, when served personally on any adult person who apparently resides with the Tenant at the Pad, or served by delivering to, mailing to, or posting upon that part of the Manufactured Home known as, or used as the residence of the Tenant or said Occupant.

29 SIGNS.

29.1 The Tenants shall not cause or permit any sign, advertisement, notice, lettering or direction to be painted, displayed, placed, affixed or maintained in or on any window or doors of the Manufactured Home or elsewhere on the Pad (including for sale signs) unless the Tenant first has the Landlord's written approval. Any unauthorized signage will be removed by Management immediately without prior notice to the Tenant.

30 GENERAL.

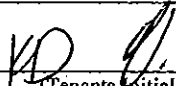
30.1 **Severance Of Clauses** - If any terms of this Agreement are found by a competent tribunal to be void, it is agreed that the balance of the Tenancy Agreement remains valid and in force.

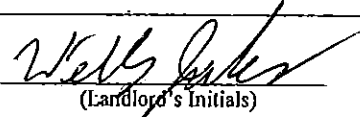
30.2 **Changes** - Changes to this Agreement cannot be made unless both the Landlord and the Tenant agree in writing (except changes to the Rules and Regulations which can be changed or modified from time to time by the Landlord with reasonable notice to the Tenant of any such change). Any change or addition to this Tenancy Agreement must be initialled by both the Landlord and Tenant and must be reasonable. If a change is not agreed to in writing, is not initialled by the Landlord and Tenant or is not reasonable, it is not enforceable.

30.3 **Site Plan (Attached)** - The area and boundaries of the Pad measured from a fixed point of reference are shown on the attached Schedule "A", which forms part of this Tenancy Agreement.

30.4 **Additional Terms** - The following additional terms, conditions and/or agreements between the Landlord and the Tenant shall form part of this Tenancy Agreement:

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(Tenants Initials)


(Landlord's Initials)

- 30.5 Time - Time shall be of the essence in this Tenancy Agreement.
- 30.6 Joint And Several Liability - Obligations upon the Tenant shall be joint and several obligations if there is more than one Tenant.
- 30.7 Rules and Regulations - The Tenant acknowledges reading and approving the Rules and Regulations attached hereto as Schedule "B" that form part of this Tenancy Agreement and acknowledges that they are reasonable and rational and agrees to observe and be bound by them.
- 30.8 This Tenancy Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.
- 30.9 The Landlord expressly disclaims any oral representation, warranty or agreement made by any person purporting to act on its behalf. This Tenancy Agreement contains all of the terms to which the Landlord will be bound.
- 31 The Tenant hereby accepts this Tenancy Agreement concerning the pad to be held by him or her as a Tenant subject to the conditions, restrictions and covenants set forth above.
- 32 The Tenant hereby acknowledges having read this Tenancy Agreement and agrees to the provisions and terms contained herein and acknowledges receipt of a duplicate copy.

Signed at _____, British Columbia this _____ day of _____,
200__.



SIGNED, SEALED & DELIVERED
in the presence of;

Signature [Handwritten Signature]

Tenant Krista Dersch

Nov. 22, 2014

Print Name _____

Address _____

Occupation _____

Tenant Carlad Dersch

WIND CHIMES TRAILER PARK

Per: [Handwritten Signature]
Authorized Signatory