

Right to Occupy Agreement

THIS AGREEMENT made in duplicate this _____ day of _____, 20 _____.

BETWEEN: **CHAMPLAIN VILLAGE** OF COBDEN
RR#1
COBDEN, ON K0J 1K0

(hereinafter referred to as the "Owner")

-and-

(hereinafter referred to as the "Occupant(s)")

WHEREAS the Owner is in the process of developing and subsequently constructing and operating a retirement community to consist initially of cluster homes all described as "**Champlain Village** Retirement Community" on lands immediately abutting the Logos Land Resort.

AND WHEREAS the Occupant(s) are desirous of purchasing the "right to occupy" one of the dwelling units in this retirement community;

Now witnesseth that in consideration of this agreement and of the mutual covenants contained herein, the Owner and the Occupant(s) hereby covenant and agree as follows:

1. DWELLING UNIT:

a) The Occupants(s) shall purchase from the Owner the right to use, occupy and enjoy the dwelling unit known as Unit Number _____ together with _____ parking space(s), subject to all of the terms set out in this Agreement, at the purchase price of _____

Dollars including any options and/or extras as are set out in Schedule "A" attached hereto, subject to the usual adjustments.

The aforementioned purchase price shall be made in accordance with Schedule "An" attached hereto and the Occupant(s) agree to make payments in accordance with that schedule within five (5) days of receiving notice thereof. If payment is not made within the said time period then this Agreement, at the option of **Champlain Village** of Cobden, will be null and void and funds paid by the Occupant(s) shall be forfeited to **Champlain Village** of Cobden.

b) Possession of the dwelling unit shall be given on the _____ day of _____, 20 ____.

c) The repurchase by the Owner of the said unit shall be according to the repurchase policy set out in Schedule "B" attached hereto.

2. USE OF THE DWELLING UNIT:

The Occupant(s) shall have exclusive use of the said unit, together with those areas designated by the Owner as areas to be used by the Occupant(s) and other Occupants of this complex in common for such purposes as are set out by the Owner in the Guidelines and/or Rules and Regulations related to Use of Unit and Complex, Common Area and Facilities. These Guidelines and/or Rules and Regulations may be amended by the Owner from time to time as the Owner deems appropriate to improve the quality of life for all associated with the Complex, which shall be under the exclusive control and management of the Owner, who is entitled to perform all acts, make any and all changes, alterations, improvements to the Complex and its facilities as the Owner in its unfettered and complete discretion deems advisable. If, as a result of this exercise of discretion of the Owner, there are facilities and/or areas which are changed or diminished it is hereby agreed that the Owner shall not be subject to any liability and/or damage.

The Occupant(s) do hereby agree that this Right to Occupancy Agreement does not and shall not in any way give the Occupant(s) any ownership interest in this Complex, its lands and buildings, appurtenances and/or chattels or improvements which shall all remain the property of the Owner and this Agreement shall not be registered by the Occupant(s) on the title to the Owner's lands, premises and property. The Occupant(s) shall not transfer, assign, grant or sell any of its rights under this Agreement to any party other than the Owner and shall not lease, rent or allow another to occupy this unit for a period of longer than two (2) weeks without the written consent of the Owner. The unit shall be occupied by the Occupant(s) who have signed this Agreement only.

3. MONTHLY OPERATING EXPENSE PAYMENTS:

Each dwelling unit is separately metered for its utilities and the Occupant(s) shall accordingly pay for their own utilities.

The Occupant(s) shall also pay to the Owner a monthly operating expense commencing on the date of possession of the dwelling unit as is set out in paragraph 1(b) above. This monthly operating expense is to cover the owner's costs of providing any and all services to the unit which are not covered by paragraph 1 above as well as the apportioned costs of operating the Complex, including all maintenance and management of the units and common areas,

including utilities, grounds care, taxes, costs of services, repairs, insurance, replacement reserve and all other charges connected with the operation of this Complex. These charges shall be apportioned to each unit on the square footage basis of the unit in relationship to the total square footage under Right to Occupancy Agreements with dwelling unit owners at this Complex. There may be additional fees charged by the Owner for programs and/or activities agreed upon by participating occupants.

The monthly operating expense payment for the first year ending December 31, 20___, has been estimated by the Owner to be \$_____ per month, subject to re-adjustment by March 31 of the succeeding year, which re-adjustment the Occupant(s) agree to pay to the Owner.

4. TERM OF RIGHT TO OCCUPY AND TERMINATION OF THIS AGREEMENT:

- a) The Occupant(s) have the right to occupy this Unit until his or her death or, if more than one Occupant to a signed Agreement, then the right to occupy shall continue until the death of the surviving Occupant.
- b) This Agreement can be terminated by the Owner if in the unfettered opinion of the Owner the Occupant(s) or the surviving Occupant becomes unable to function satisfactorily within this dwelling unit.
- c) The Occupant(s) can terminate this agreement by giving the Owner ninety (90) days written notice.
- d) The Owner can terminate this Agreement if the Occupant(s), spouse and/or guests do not abide by the rules of the Owner or where the Occupant(s) breach this Agreement and refuse to pay any amounts owing by them to the Owner and/or refuse to pay any amounts owing by the Occupant to the Owner and/or has sold, leased or assigned possession of the unit to another or others without the prior written consent of the Owner.

In order for the Owner to terminate the Agreement for any of the above mentioned reasons, the Owner shall give the Occupant(s) thirty (30) days written notice, which notice can be either delivered to the Occupant(s) and/or posted on the front door of the unit or by ordinary or registered mail, effective on the date the notice was so served. The Occupant(s) shall vacate by the end of the said notice period and should this not occur it is agreed by the parties hereto that the Owner shall have the right to remove the Occupant(s) and any contents in the unit and all costs related to gain possession of the unit shall be at the cost of the Occupant(s) who shall assume responsibility for any and all damages related thereto.

Subject to the usual wear and tear, the unit once vacated shall be left in a clean state and in good repair. Any costs incurred by the Owner to so render will be

the responsibility of the Occupant(s).

5. COMPENSATION OF OCCUPANT(S) ON TERMINATION AND VACANT POSSESSION OF DWELLING UNIT:

When this Right to Occupancy Agreement comes to an end for any of the reasons set out in paragraph 4 and vacant possession of the unit has been returned to the Owner for resale the Occupant(s) shall be reimbursed in accordance with the terms as set out in Schedule "B" attached hereto.

6. RESERVE FUND:

The owner is a non-profit foundation. Notwithstanding, it is agreed that the Owner may create reserve funds from the operation of this Complex to be used by the Owner to improve the Complex as the Owner sees fit, including but not limited to, redecorating, refurbishing, capital expenditures and/or future expansion.

7. PROPERTY INSURANCE:

The Owner shall insure its property and the Occupant(s) shall insure their property, including their contents of the unit. The Occupant(s) shall also obtain public liability insurance coverage but in no event shall the Owner be liable in any way for any injury and/or death arising out of any occurrence in or upon or related to the Owner's lands and premises and the dwelling unit, or damage to any of the property of the Occupant(s) or others located in this Complex nor shall the Owner be responsible for any injury, loss or damage to the Occupant(s), to the property of the Occupants, or others for any cause whatsoever, whether or not such acts, damages, injury, loss or death results in the negligence of the Owner, its agents, servants, employees, and/or any other party for whom the Owner is in law held to be responsible. All property brought to the Complex by the Occupant(s) and/or his/her/their invitees shall be at the risk of the Occupant(s) only, who shall hold the Owner harmless from any and all claims.

8. UNIT TO BE KEPT IN GOOD ORDER BY OCCUPANT(S):

The Occupant(s) shall keep the Complex clean and orderly and shall be responsible for keeping the interior of their unit clean, well maintained and in good order and shall not make any modifications to the unit in any way without the prior written consent of the Owner, except for matters of minor nature, including re-decorating, i.e. painting, wall papering.

9. OCCUPANT(S) RIGHTS:

The Occupant(s) shall have the right to use, occupy and enjoy the said unit for

residential purposes only, together with facilities, including parking as is assigned to the unit by the Owner.

The Occupant(s) shall not keep any animals in or upon the said unit and or Complex except for small domestic pets but only with the prior written approval of the Owner.

The Occupant(s) shall abide by all laws, whether they be federal, provincial and/or municipal statute by-laws and/or regulations which relate to the unit and/or this complex and the Occupant(s) in occupation thereof.

The Occupant(s) do hereby agree to grant to the Owner and/or its representative(s) access to the subject unit at all reasonable times upon reasonable notice, except in case of emergency. The Occupant(s) will not do or permit to be done, or omit anything to be done in respect of the unit, the doing or omission of which, as the case may be, shall be or result in a nuisance or menace to the Owner or to any other resident of this Complex.

10. RIGHTS OF THE OWNER:

The Owner shall have ownership, management and control over this Complex, including the subject unit, all other dwelling units, common areas and facilities and shall undertake all necessary repairs in connection therewith in a timely fashion.

11. POWER OF ATTORNEY:

The Occupant(s) before taking possession of the unit, agree to execute a Power of Attorney document designating their agent of choice to manage their property in their stead should this become necessary in the future and a copy of such Power of Attorney document shall be delivered to the Owner.

12. CONSTRUCTION:

Construction will not commence until:

- a) site plan approval has been granted by the Township of Whitewater Region
- b) a minimum of two (2) Right to Occupancy Agreements have been executed by potential occupants.

Construction of the subject unit shall be under the sole control of the Owner.

However, in the event that construction is delayed, the Occupant(s) do hereby grant to the Owner 120 days beyond the date of possession as set out herein to complete the construction of the said dwelling unit, otherwise, either party may terminate this Agreement and the Occupant(s) shall be entitled to the return of the deposit without interest or deduction and shall have no further claim against the Owner.

13. PLANNING ACT COMPLIANCE

This Agreement is subject to and in compliance with the terms of the Planning Act (Ontario) and the unit is exempted from Planning Act control by virtue of Section 50 (9) of the Act. If, in the future, any consents under the Act are deemed to be necessary with respect to the Common Areas, they shall be obtained by and at the expense of the Corporation.

14. SCHEDULE "D"

Schedule "D" attached hereto, forms an integral part of the within Agreement.

THIS AGREEMENT and each of the terms set out herein, shall be binding upon the Occupant(s) their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal.

SIGNED, SEALED AND DELIVERED in the presence of
CHAMPLAIN VILLAGE OF COBDEN

Per: _____ A.S.O.

Per: _____ A.S.O.

I/We have authority to bind the Corporation.

Witness

Occupant

Witness

Occupant

Power of Attorney:

Name: _____

Address: _____

Postal Code: _____ Telephone # _____

Copy of Document Received: _____

SCHEDULE "A"

UNIT # _____ MODEL _____

BASE PRICE of dwelling unit: \$

to be paid to **Champlain Village** of
Cobden, as follows:

Deposit shall be paid with signed
Letter of Intent 5,000.00

A further deposit at the commencement
of excavation of the property 20,000.00

A further deposit at the time of
completion of the foundation 25,000.00

A further deposit at the time of
completion of the roof structure 25,000.00

A further deposit at the time of
bricking and closing in: 25,000.00

**Subtotal payable prior to
date of possession: \$100,000.00**

PLUS:
OPTIONS AND/OR EXTRAS
(See Schedule "C" attached) Cost: _____.

TOTAL PURCHASE PRICE:
LESS ABOVE PAYMENTS: (\$100,000.00)
_____.

BALANCE DUE ON OR BEFORE POSSESSION DATE: _____.

SCHEDULE "B"

REPURCHASE POLICY

Should this Right of Occupancy Agreement be terminated for any of the reasons set out in paragraph 4 (which deals with Term) the Occupant or the Estate of the Occupant will be paid by the Owner an amount as is set out below in exchange for a reassignment of the Occupant's Rights to Occupy and a Release of any claims upon the Owner. Payment will take place on the date of completion of the sale of the Right to Occupancy of this unit by the Owner to the next occupant(s)

1. In a rising housing market where the price of the Right to Occupancy Agreement would be expected to increase, 90% of the original purchase price plus 50% of the increase in value of the Agreement will be refunded to the person or estate terminating the Agreement.

2. In a declining housing market where the price of the Right to Occupancy Agreement might decrease, the Right to Occupancy Agreement will be resold at whatever price the market will bear, and the refund price will be 90% of that resale price.

3. In the case of death or serious illness of a proposed occupant prior to occupancy, the refund price will be 90% of all funds, excluding the original \$5,000.00 deposit, that have been advanced.

In each of the above situations, funds will be refunded when the Right to Occupancy Agreement is resold to the next Occupant(s).

SCHEDULE "D"

This Agreement is conditional upon the Sale of the Occupants' property known as

_____ in the _____ of _____
on or before the _____ day of _____, 20____ or as
may be extended by mutual consent of both parties.

This condition is for the benefit of the Occupant and may be waived by him at his option by notice in writing delivered to the Owner on or prior to the date for removal of the condition failing which this Agreement shall become null and void and the Occupant's deposit shall be returned to him in full without interest or deduction.

PROVIDED FURTHER that the Owner shall continue to offer for sale the Right to Occupy the Dwelling Unit, and in the event the Owner shall receive another offer satisfactory to him, he shall notify the Occupant in writing by delivery to the Occupant's address shown on the within Agreement. The Occupant shall have 48 hours from delivery of such notice to waive all conditions by notice in writing, delivered to the owner, failing which the owner shall be at liberty to accept the new Offer, and this Agreement shall become null and void and the occupant's deposit shall be returned to him in full without interest or deduction.

WAIVER

TO WHOM IT MAY CONCERN

RE: RIGHT TO OCCUPY PROPERTY KNOWN AS

UNIT # _____ **Champlain Village** Retirement Community

I/We the undersigned hereby waive the following condition in the Right to Occupancy Agreement dated _____, regarding the above property, which reads as follows:

This Agreement is conditional upon the Sale of the Occupants' property known as

_____ in the _____ of _____

on or before the _____ day of _____, 20____ or as may be extended by mutual consent of both parties.

This condition is for the benefit of the Occupant and may be waived by him at his option by notice in writing delivered to the Owner on or prior to the date for removal of the condition failing which this Agreement shall become null and void and the occupant's deposit shall be returned to him in full without interest or deduction.

PROVIDED FURTHER that the Owner shall continue to offer for sale the Right to Occupy the Dwelling Unit, and in the event the Owner shall receive another offer satisfactory to him, he shall notify the Occupant in writing by delivery to the Occupant's address shown on the within Agreement. The Occupant shall have 48 hours from delivery of such notice to waive all conditions by notice in writing, delivered to the owner, failing which the Owner shall be at liberty to accept the new offer, and this Agreement shall become null and void and the Occupant's deposit shall be returned to him in full without interest or deduction.

Waived at _____, Ontario, the _____ day of _____ 20____

SIGNED, SEALED IN WITNESS WHEREOF I have hereunto set my AND DELIVERED hand and seal in the presence of:

Date_____

Date_____