

# **RESIDENT INFORMATION FORM**

SUITE NO .:

DATE:

#### **REGISTERED OWNER INFORMATION:**

FIRST NAME	LAST NAME	HOME PHONE NO.	CELLULAR PHONE NO.	EMAIL ADDRESS

#### **OCCUPANT INFORMATION:**

Is the suite: Owner Occupied 
Tenant Occupied

#### IF THE SUITE IS TENANT OCCUPIED A COPY OF THE LEASE THAT HAS BEEN EXECUTED BY BOTH THE SUITE OWNER AND TENANT MUST BE ATTACHED TO THIS FORM.

#### **OWNER'S MAILING ADDRESS:**

#### **RESIDENT(S) / TENANT(S) INFORMATION:**

FIRST NAME	LAST NAME	RESIDENCE TELEPHONE NO.	CELLULAR PHONE NO.	EMAIL ADDRESS

#### VEHICLE INFORMATION:

VEHICLE MAKE	MODEL	COLOUR	LICENSE PLATE NO.

(CONTINUED ON REVERSE)

#### DO YOU OR ANY OTHER OCCUPANTS OF THE SUITE HAVE ANY DISABILITY OR OTHER KNOWN CONDITION THAT WOULD REQUIRE SPECIAL ASSISTANCE IN THE EVENT OF AN EMERGENCY?

Yes

No 🛛

NAME OF RESIDENT	DETAILS OF DISABILITY & ASSISTANCE REQUIRED

#### **EMERGENCY CONTACT INFORMATION:**

FIRST NAME	LAST NAME	RESIDENCE TELEPHONE NO.	CELLULAR PHONE NO.	RELATIONSHIP

The resident hereby consents to the Corporation's collection and use of the above noted personal information which the Corporation requires for the safety and security of the residents and the property. The Corporation will not sell, distribute or otherwise provide such personal information to others unless in relation to the stated purpose or a purpose that is in accordance with and consistent with the Condominium Act, 1998.

SIGNATURE OF OWNER/RESIDENT	NAME (PLEASE PRINT CLEARLY)	DATE



#### WAIVER - PARCEL DELIVERY

\_\_\_\_\_

l/We, \_\_\_\_

of suite no. \_\_\_\_\_\_ 70 Distillery Lane, Toronto, Ontario.

Toronto, hereby authorize Brookfield Residential Services Ltd. agents for and on behalf of Distillery SE Development Corp. and/or the Condominium Corporation and its duly authorized agents and employees to accept small parcels or envelopes (excluding registered mail, perishables, cash or other valuables), on my/our behalf.

I/We hereby irrevocably release Brookfield Residential Services Ltd. agents for and on behalf of Distillery SE Development Corp. and/or the Condominium Corporation and its duly authorized agents and employees and its duly authorized agents and employees from any present or future liability and claims howsoever arising from their temporary custody should the parcel or envelope be lost, stolen, delivered late or damaged.

Resident 1 Signature:	Date:
Resident 2 Signature:	Date:
Resident 3 Signature:	Date:
Resident 4 Signature:	Date:



### INTERCOM DISPLAY FORM

#### DEAR RESIDENT(S) OF CLEAR SPIRIT CONDOMINIUMS AT THE DISTILLERY;

By completing this form the intercom will be programmed in the manner that you would like. Kindly provide us with your suite number, phone number and name so that we may program the enterphone system that will be available for your visitors. Unless otherwise advised, your name will appear as Last Name and First Initial.

Thank you for your cooperation.

## **RESIDENT INFORMATION**

SUITE #	DATE:

(LAST NAME)

(INITIAL)

PHONE NUMBER:

# I DO NOT WANT MY LAST NAME TO APPEAR ON THE ENTERPHONE SYSTEM. I WOULD LIKE THE ENTERPHONE TO BE PROGRAMMED AS FOLLOWS:

## TO BE COMPLETED BY PROPERTY MANAGEMENT

ENTRY CODE ASSIGNED \_\_\_\_\_

(Assigned by Property Management)



# PET REGISTRATION FORM

DOGS AND CATS THAT ARE NOT LICENSED WITH THE CITY OF TORONTO ARE NOT ALLOWED ON THE PREMISES.					
Do you own a p	et: 🗌 Yes	□ No	Type: □ Dog	□ Cat	Other Describe:
Name of Pet:					
Breed:					
Size & Weight:	21		-11		
Colour(s):		and at the s			
Age:		· · · ·			
License No.:					
Veterinarian's Name, Address & Telephone Number:					

PLEASE ATTACH A PICTURE OF YOUR PET(S) TO THIS FORM



# DISTILLERY SE DEVELOPMENT CORP. (the "Corporation")

# ACKNOWLEDGEMENT SUITE ENTRY

l/We.

\_\_, Suite #

(the "Owner" or the "Resident") of 70 Distillery Lane, Toronto, hereby authorize the Corporation and its duly authorized agents and employees to enter my/our suite, and my exclusive use common elements (if any), from time to time, when necessary (without prior notification or appointment) to carry out the Corporation's objects and/or duties pursuant to the Condominium Act, 1998 (the "Act") which objects and duties include, but are not limited to, repairing in-suite deficiencies, heat pump maintenance, annual fire inspections, repairs to the exterior of the building, investigation of leaks, loss of keys and other objects and duties as may be required by the Declarant, the Act, and the Corporation's declaration, by-laws and rules.

The Owner/Resident acknowledges that the Corporation and its duly authorized agents and employees have a statutory obligation to carry out and perform certain obligations and duties as may be required by the Declarant, the Act, or the Corporation's declaration, by-laws and rules, and that the Corporation and its duly authorized agents and employees assume no responsibility or liability in the performance of such objects and duties.

Date:

**Owner/Resident Signature** 

Name Printed



# <u>Concierge Desk Key Authorization and Release Form</u> (One Time Release)

Name of Owner/Resident:

(Please print name clearly)

70 Distillery Lane – Suite No.: \_

This authorization is valid only for the date specified below. Owner/Resident must extend the access date by completing a new One-Time Release in writing. Verbal extensions will not be accepted.

Concierge personnel at Clear Spirit Condominiums (70 Distillery Lane, Toronto, Ontario) are hereby authorized to release the key I/we have provided for my/our condominium suite to:

(Name of Person/Company)

One-Time Only (DATE)

Concierge personnel are hereby authorized to release the key I/we have provided for my/our condominium suite for access as outlined above. I/we understand that Brookfield Residential Services Ltd., Distillery SE Development Corp., Paragon Security personnel or other designated agent will not open the suite door or remain in the suite during deliveries or while work is being performed and that the undersigned bears full responsibility for any actions of the persons authorized to have access or to receive keys under this authorization by this form. I/we further understand that should the key be lost that I/We will use the Corporation's/building's approved locksmith to re-code/re-key the suite entry door and that all associated costs will be my/our sole responsibility.

In consideration of the services rendered by Brookfield Residential Services Ltd., Distillery SE Development Corp. Paragon Security or other designated agent, in accepting the key to the suite, and the release of such key or access to the suite as authorized by this form, the undersigned hereby releases, indemnifies and holds harmless Brookfield Residential Services Ltd., Distillery SE Development Corp, Paragon Security or other designated agent and/or employees of each from any and all liability, claims of any nature whatsoever, or demands of the undersigned, his or her heirs, executors, administrators, or assigns, that he or she may have, arising out of or relating to the provision of said access and the key to Brookfield Residential Services Ltd., Distillery SE Development Corp. Paragon Security or other designated agent, or providing access or the release of such key to any persons authorized by this form. I further understand that Brookfield Residential Services Ltd., Distillery SE Development Corp. Paragon Security or other designated agent will not be responsible for damages or theft to my/our unit or belongings. The sole responsibility of Brookfield Residential Services Ltd., Distillery SE Development Corp. Paragon Security or other designated agent shall be to request proper identification from the person authorized under this form to have access or to receive the key the Unit.

Owner/Resident Signature

Date

Received by Concierge – Name of Concierge Officer



# ENERGY SERVICES AGREEMENT (CONDOMINIUM UNIT OWNER)

Unit Owner's Name(s):	·····	
Condominium /Service	Address:(insert unit number and street a	iddress)
(insert City)	(insert Prov./Territory)	(insert Postal Code)
Electrical Vehicle Parkir	ng Unit No.: (insert "N/A" if none)	
Telephone (H):	(W):	
Fax:	Email:	
Mailing Address: (insert u	unit number and street address)	
(insert City)	(insert Prov./Territory)	(insert Postal Code)

# In consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned acknowledges and agrees as follows:

1. I am the purchaser/owner of the above-noted residential unit (the "Unit") and/or electrical vehicle parking unit (the "Parking Unit"), as applicable, in the above-noted condominium building (the "Condominium").

2. I acknowledge that the developer of the Condominium (the "Developer") and/or the condominium corporation in respect of the Condominium (the "Condominium Corporation") has contracted with EnerCare Connections Inc. ("EnerCare") for the provision of electricity sub-metering services including meter reading, billing and collection services.

3. In order to activate the electricity to the Unit and/or Parking Unit, as applicable, (which is subject to EnerCare's Conditions of Service, a copy of which is available at <u>www.enercare.ca</u> or can be obtained from any EnerCare representative), I agree to enter into this agreement with EnerCare and I agree to pay (or, if the Unit and/or Parking Unit, as applicable, are leased and the cost of electricity is not included in the rent, I agree to arrange for my tenant to pay in accordance with applicable laws) all costs and expenses relating to the supply of electricity to the Unit effective as of

<sup>(</sup>which is the earlier of the interim occupancy date, the closing date, the occupancy date or the conversion date, as applicable), and/or to the Parking Unit as of the date when EnerCare has installed the metering equipment in respect thereof. I also agree to contact EnerCare by telephone at 1-866-449-4423 to set-up my account. In the event the Unit and/or Parking Unit, as applicable, is leased and I have arranged for my tenant to pay for the cost of electricity supplied to the Unit and/or Parking Unit, as applicable, I acknowledge and agree that I shall be

# EnerCare Connections Inc.

responsible in the event that my tenant fails to pay any amount owing to EnerCare relating to the Unit and/or Parking Unit, as applicable, from time to time.

4. I acknowledge that EnerCare will provide the following services (the "Energy Services") to the Unit and/or Parking Unit, as applicable:

- (a) EnerCare shall measure and record actual electricity use for the Unit and/or Parking Unit, as applicable;
- (b) EnerCare shall ensure metering equipment is operating properly;
- (c) EnerCare shall, monthly, prepare accounts for me showing the amount of electricity consumed at the Unit and/or Parking Unit, as applicable, and the amount payable by me for electricity consumed and the Energy Services;
- (d) EnerCare shall mail the monthly accounts to me at the address specified above;
- (e) EnerCare shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis; and
- (f) EnerCare will periodically provide me with information concerning energy cost savings and conservation measures to assist me in reducing electricity consumption and related costs.

I consent to the provision of the Energy Services and agree to pay for the Energy Services provided by EnerCare under this agreement as set forth in invoices delivered by EnerCare pursuant to this agreement and in accordance with the Conditions of Service.

5. I acknowledge that EnerCare is not the owner of, nor is it responsible for the operation or condition of the electrical infrastructure (other than the metering system, as described below) at the Condominium including, but not limited to, all wires, switches or fixtures; furthermore, EnerCare is not in any way in control of or responsible for the supply of electricity to the property on which the Condominium is situated. I also acknowledge that EnerCare owns the metering system, including, but not limited to, the meters relating to the Condominium and to the Unit and/or Parking Unit, as applicable. EnerCare is responsible for the maintenance and repair of such metering system, but in the event that if in response to a request by me for an inspection of the meter(s) in respect of the Unit and/or Parking Unit, as applicable, EnerCare in the Unit and/or Parking Unit, as applicable, EnerCare in the Unit and/or Parking Unit, as applicable, EnerCare in the Unit and/or Parking Unit, as applicable, EnerCare in the Unit and/or Parking Unit, as applicable, EnerCare in the Unit and/or Parking Unit, as applicable, EnerCare in the Unit and/or Parking Unit, as applicable. I will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage EnerCare's metering system and agree to indemnify EnerCare in respect of any losses, costs, expenses or damages caused thereby.

6. I agree that the charges for electricity supplied to the Unit and/or Parking Unit, as applicable, will comprise of electricity consumption charges based on measurements by the metering system for the Unit and/or Parking Unit, as applicable, monthly administration and other fees in accordance with EnerCare's charges which are identified on the attached schedule and other charges which may be payable from time to time in accordance with EnerCare's Conditions of Service. I acknowledge and agree that these charges are based on rates which may change from time to time.

7. I agree to pay on or before the due date the amounts owing under this agreement in the manner specified on each invoice. Late payments will be subject to a late payment surcharge of 1.5% per month and I will be responsible for any collection costs.

8. I will pay for electricity by automatic withdrawal/direct banking, pre-authorized payment arrangements or by cheques made payable to EnerCare Connections Inc.

# EnerCare Connections Inc.

9. I agree that because EnerCare will be billing me only after services are provided by them, EnerCare is extending to me a form of credit during the time from provision of service to the time payment is made. As a result, I agree that I will be subject to the security deposit policy of EnerCare (which is consistent with Ontario Energy Board guidelines), the terms of which I can find out by asking any EnerCare representative or reviewing EnerCare's Conditions of Service, and that a security deposit pursuant to EnerCare's Conditions of Service. EnerCare may, at its own discretion, waive the requirement for a security deposit. I agree that if EnerCare incurs any fees to obtain a credit reference for me, such fees will be included in my invoice(s).

10. EnerCare shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when EnerCare is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of EnerCare and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.

11. If the Developer and/or the Condominium Corporation have also contracted with EnerCare for the provision of water and/or thermal energy sub-metering services, including meter reading, billing and collection services, I acknowledge that EnerCare may issue a single invoice for the provision of electricity, water and/or electricity sub-metering services. In the event I make a partial payment of any such single invoice, EnerCare shall, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of electricity sub-metering services first, and then, subject to applicable laws and notwithstanding any instructions I provide in respect of the priority of application of such partial payment, EnerCare has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of water or thermal energy sub-metering services.

12. EnerCare shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.

13. If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, said provision shall be severed and the remainder of this agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent hereof.

14. Any notice required or permitted under this agreement may be given by EnerCare to me by ordinary mail sent to the Unit (or the mailing address noted herein, in the event a mailing address is indicated), in which case the notice shall be deemed to have been given on the fifth day after mailing. I shall give any notices to EnerCare by facsimile transmission to 416-649-1969 or ordinary mail (deemed effective on the fifth day after mailing) to EnerCare Connections Inc., P.O. Box 4638, Station "A" Toronto, ON M5W 5C7, Attention: Customer Care.

15. I hereby consent to EnerCare providing consumption and payment information in respect of the Unit and/or Parking Unit, as applicable, to the Developer and/or Condominium Corporation.

16. I hereby consent to EnerCare, its affiliates or authorized service providers contacting me in respect of, and/or providing notice from time to time of, other services or wares that may be of interest to me. I may, by giving EnerCare sixty (60) days prior written notice, withdraw such consent.

17. This agreement constitutes the entire agreement between the parties and I acknowledge that there are no oral or written agreements, representations or undertakings whatsoever, and no



subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives.

18. I understand that the personal information which I provide to EnerCare or which EnerCare obtains as a result of any credit reference check will be handled in accordance with the terms of its privacy policy, a copy of which is available at <u>www.enercare.ca</u> or can be obtained from any EnerCare representative. I know that if I have any questions or concerns related to EnerCare's Privacy Policy or how my personal information is being handled, I can contact EnerCare's Privacy Officer by: email at <u>privacy@enercare.ca</u>, telephone at 1-866-449-4423, fax at 416-649-1969, or mail at EnerCare Connections Inc., P.O. Box 4638, Station "A" Toronto, ON M5W 5C7, Attention: Privacy Officer.

This agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Unit Owner's Signature \_\_\_\_\_

Unit Owner's Signature \_\_\_\_\_