

**HighStreet Accommodations Ltd
Fixed Term License Agreement**

Between HighStreet Accommodations and Licensee,

- 1. License** - HighStreet Accommodations hereby grants a license to occupy the Premises to the Licensee and/or Guest for the use of the Premises and any furnishings supplied therewith. For the purpose of this Agreement, "Guest" and "Licensee" shall be the same. "HighStreet Accommodations" and "Licensor" shall be the same. The Premises are identified in the Request for Confirmation. This License is not a sub-let or a tenancy agreement under the Residential Tenancy Act of B.C.
- 2. Term** - It is hereby agreed that this License Agreement will be for a fixed term as set forth in the Request for Confirmation (RFC) and that this Agreement shall also automatically apply to any extensions to the term as agreed upon between the parties from time to time; and it is further understood that any such extensions to the original agreement shall be subject entirely to availability of the Premises for the requested period of extension.
- 3. Rates:** The Licensee obtains the premises on a nightly basis, not including applicable taxes, which may be shown as a Daily Rate on account and invoicing information. Rates are subject to review on any account exceeding six months in duration and any notice of increase will be given two calendar months in advance of the effective date. Applicable taxes are in addition to this rate.
- 4. Reservation Deposit:** A non-refundable Reservation Deposit of 2 night's room rates is required at the time of booking in order to confirm a reservation. A valid Purchase Order number is acceptable for approved Corporate Accounts only. The Reservation Deposit will be applied to the last 2 night's room rates.
- 5. Security Deposit:** A credit card Security Deposit is required by the Licensor in the amount of \$500 to be held and refunded to the Licensee following their departure from the accommodation and the satisfactory fulfillment of all Terms of this Agreement, including, but not limited to, the Licensee's Responsibility for Damage as set out in Paragraph 21. Notwithstanding the Security Deposit, the Licensee is subject to making restitution in full for any damages under the terms of Paragraph 21 of this Agreement.
- 6. Taxes:** Bookings of less than 30 nights are subject to applicable GST and Hotel Room Tax. If a tax exempt booking becomes taxable due to early termination, taxes shall be applied retroactively per Paragraph 8 d. Taxes are non-refundable.
- 7. Long Distance Telephone:** There will be a long-distance call block on the telephone and calls should be charged to a major credit card or phone card. Long distance rates are set by the service provider and are not the responsibility of HighStreet Accommodations. There are no charges for local telephone service.
- 8. Cancellation or Early Termination** - Upon confirmation of reservation, Licensee is responsible for the room rates for the entire term of the contract except when the following noted exceptions apply:
 - a. Room rates are refundable or waived if a written request for cancellation or early termination is received by our office no less than 30 days prior to check-in date.
 - b. Room rates will be reimbursed subject to re-booking if our office receives a written request for cancellation or early termination 29 days or less prior to check-in date or after check in date. A re-stock fee of 25% of the remaining term of the Agreement shall apply to all re-bookings.
 - c. If the Licensor terminates this Agreement for breach of Agreement by the Licensee, any refund shall be subject to re-booking of the accommodation.
 - d. Applicable taxes shall be applied retroactively to any termination, which results in a booking of less than 30 nights.
- 9. Keys and Access check-in options** - Upon receipt of payment or pre-approved payment terms, the Guest obtains the Keys and Access Package according to the Request for Confirmation.
- 10. Late Registration Card** - The Card must be completed in full upon Check-In. Failure to complete this form will result in a \$25/day service fee for each day it is late.
- 11. Payment Terms** - for the first full month and any pro-rated part month is due before Check-In. Room rates are due in advance and without demand on or before the last day of each month prior to the occupancy period and are payable to HighStreet Accommodations, 325 West 6th Avenue, Vancouver, B.C., V5Y 1L1. Payments received after 30 days from the due date shall be subject to a 5% penalty.
- 12. Check-out** - Licensee will return all keys, parking passes and garage door openers intact and in good working order at time of Check-out as directed by the Licensor. All such items not properly returned at Check-out time will be charged to the Licensee at the then current rate for such items.
- 13. Occupancy** - Maximum occupancy is 2 persons per bedroom. Extra person charges of \$10 per person apply to additional persons or to persons using sleeper sofas, cots, or sleeping foams. Linens and bedding for extra persons must be requested 24 hours in advance and any use of these items without bedding thus supplied by the Licensor constitutes misuse of the accommodation. Licensee covenants for quiet enjoyment only and will abide by all building and strata corporation regulations.
- 14. Services** - Rates include fully furnished and equipped accommodation, light, heat, housekeeping, basic telephone, and colour television with cable. Other amenities vary. Hydro and Heat allowance applies and surplus use charges will apply. Surplus use of Hydro and Heat is more than \$50 per month for a 1 bedroom, more than \$75 per month for a 2 bedroom and more than \$100 per month for a 3 bedroom. Housekeeping service is described in the document, "Important Information Regarding Your Stay" and Licensees will be charged for extra services resulting from misuse or abuse of the Premises per this document.
- 15. Parking** - Parking is subject to availability and current rates.
- 16. Pets** - Regardless of any property or building regulations to the contrary, without advance permission from the Licensor, no pets are allowed. Notwithstanding any permissions granted for pet occupancy, the Licensee shall be held unconditionally responsible for any and all damage caused by a pet in the property, including but not limited to any damage caused by pet urine or feces, as well as soiling, scratches and rips to furnishings. A \$300 non-refundable pet fee will apply for each pet allowed on the Premises.
- 17. Smoking** - All HighStreet Premises are designated as Non-Smoking. To smoke is a breach of this Agreement. Licensee is liable for any and all damage attributed to smoke or smoking materials, including cleaning, repairs and replacement of furnishings and fixtures as deemed necessary by the Licensor, notwithstanding permission to smoke. A minimum charge of \$500 shall be charged in case of Smoking in Non-Smoking Premises.
- 18. Extensions** - In the event that this Agreement is extended on month-to-month terms, extensions of a month-to-month License Agreement are guaranteed only for the month following the expiry of notice date for written termination as described in Paragraph 2. Licensee shall have the courtesy of first refusal for extensions beyond the guaranteed period, however a delayed response by the Licensee may result in the Premises no longer being available and therefore a termination per the License Agreement.
- 19. Substitutions** - At the discretion of the Licensor, accommodation may be substituted in the best interests of our clients, in which case we will try to provide accommodation of equal or better quality. If accommodation of lower rate be offered and accepted, our liability is limited to a change of the rate between the accommodation booked and taken.
- 20. Insurance** - Guests are advised to provide insurance coverage on their own possessions and third party liability insurance, as Licensor assumes no liability.
- 21. Responsibility for Damage** - The Licensee shall use the Premises and furnishings prudently and carefully, and will be responsible for the costs of repairing or making good any willful or negligent damage caused or permitted to be caused on or to the Premises, including damage caused by the guests, pets or children of the Guest occupying the premises. The Licensee will be responsible for the condition of the Premises and furnishings throughout the term of the Agreement and upon Check Out, including, but not limited to replacement of missing items, damage to paint, wall coverings, carpets, furnishings and equipment, but excluding reasonable wear and tear. The Licensee is responsible for reporting damage to the Premises, the furnishings and/or items missing from the Premises within 48 hours of Check-In. Any repairs effected by Licensee shall be subject to final approval by HighStreet. Licensee is responsible for payment of lost room revenues occasioned by repair work.
- 22. Entry of Premises** - HighStreet Accommodations retains the right to enter the Premises from time to time for access in regards to cleaning, maintenance, or repairs, or any other purpose at HighStreet's discretion and by persons of their choosing.
- 23. Assignment of Sub-licensing** - The Licensee will not assign without leave and will not sub-license without leave.
- 24. Bankruptcy or Insolvency** - In case the Licensee shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or being an incorporated company if proceedings be begun to wind up the said company, or in case of non-payment of fees at the times herein provided, or in case the Premises or any part thereof become vacant and unoccupied for a period of thirty days or be used by any other person or persons, or for any other purpose than as hereinbefore provided, without the then consent of HighStreet Accommodations, this license shall, at the option of HighStreet Accommodations, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding, and the then current month's license fee and a three month's additional fee shall thereupon immediately become due and payable, and HighStreet Accommodations may re-enter and take occupation of the Premises and all rights of the licensee hereunder shall cease and be forfeited.
- 25. Attachment** - If the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Licensee or if the Licensee shall make any assignments by any creditors, or becoming bankrupt or insolvent debtors, the then current month's fee and the next ensuing two month fee shall immediately become due and payable and the said term shall immediately become forfeited and void.
- 26. Full Agreement** - The Full Agreement between the parties shall consist of this License Agreement (LA), plus: Request for Confirmation (RFC), Condition of Premises (COP) report, Important Information Regarding Your Stay, Registration Card and any applicable Master Agreement. The laws of British Columbia shall govern the agreement.

Licensee Signature: _____ Date: _____
Print Name: _____