



# Tenant Services Agreement

LEASE INFORMATION		
Landlord first name John	Landlord last name Doe	
Email john.doe@mail.com	Phone number (647)-999-9999	
Rental Unit Address 123 Woodbine Avenue	Unit # 1	
City Toronto	Province Ontario	Postal Code M4L 3V8

COVERAGE SUMMARY
<b>RENT GUARANTEE</b> 12 Months Rent or \$60,000 of lost rent
<b>DAMAGE PROTECTION</b> \$10,000 of malicious property damage
<b>EVICTION LEGAL FEES</b> \$2,000 of legal fees covered
<b>VACANCY PROTECTION</b> 30 days Rent in case of lease break

**DISCLAIMER:** This agreement is between the two signed parties, the Landlord (signed below) and the Principal {{principal name}}, as signed below. This page provides a Coverage Summary of the terms of use and is not legally binding. Parties will be bound by the terms on page 2 of this agreement. The Landlord has 10 days to reconsider this agreement and can notify SingleKey in order to receive a full refund.

## Rent Guarantee

- Landlords are paid up to 12 months or \$60,000 of unpaid rent in case of tenant default, or until the tenant is removed or vacates the unit

## Lease Breakdown Protection

- Up to 30 days of lost rent coverage in case tenants break the lease without providing proper notice, to give you sufficient time to find a new tenant

## Damage Protection

- Landlords are reimbursed for up to \$10,000 of malicious property damage by the tenant
- Up to 30 days of additional rent payments to allow landlords to recoup lost rent while making necessary repairs to the unit and finding a new tenant

## Legal Fee Coverage

- If tenant eviction is necessary, our legal partners will manage the eviction process on your behalf.
- Up to \$2000 of related legal fees will be reimbursed, including: Paralegal, Sheriff, Bailiff and Court fees

## Tenant Eligibility Criteria

The good news is that approval is not based on the tenant's credit score. To qualify for the Rent Guarantee the tenant(s) must meet this criteria:

- Credit Report for all tenants included in the lease
- Tenant Proof of Income, including: Recent pay stubs, Employment letter or Bank statements
- Rent cannot exceed 50% of the Tenant's gross monthly household income
- At least one member of the household must be employed
- Valid Lease Agreement

LANDLORD SIGNATURE	
x <i>John Doe</i>	
PRINCIPAL	PRINCIPAL SIGNATURE
SingleKey Inc.	<i>SingleKey Inc.</i>

RENT GUARANTEE	
Monthly Rent	\$ <u>2,000</u> /mo.
Rent Guarantee Fee	\$ <u>110</u> /mo.
GUARANTEE ID	DATE
	Dec 01, 2024

I have authority to bind the corporation

This Lease Co-Guarantee Services Agreement (the "**Agreement**") is subject to terms and conditions provided herein and is made as of the Date "Effective Date" entered above between: Pensio Risk Management Group, Inc. ("**Guarantor**") and the "**Landlord**", "**Owner**" or "**Property Manager**" ("**Landlord**").

Whereas Landlord and the Guarantor may be referred to herein each as (a "Party") and collectively as (the "Parties") to this Agreement; Whereas the Guarantor has agreed to provide risk management services and indemnify Landlord from the loss of rent (the "Rent Guarantee Reimbursement"), unpaid malicious tenant damage court or tribunal orders (the "Malicious Tenant Damage Court Order Reimbursement") and Eviction Costs (the "Eviction Reimbursement") subject to the terms and conditions of this Agreement; Whereas this Agreement is a residential rental property lease co-guarantee and not insurance. The Guarantor is a Participating Member of Rentalis Insurance Company, Inc. ("Rentalis"), a Protected Cell Captive insurance company domiciled in the United States reinsured within the Lloyd's Market or Global Reinsurers rated A.M. Best A (excellent) or better. The Guarantor self-procured an indemnity in the form of a surety (the "Rental Income Performance Bond") to secure the Guarantor's performance in accordance with this Agreement; And Whereas the Parties have agreed to enter into this Lease Co-Guarantee Agreement. NOW, THEREFORE, in consideration of the mutual covenants set out herein, and such other good consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto agree as follows:

## 1. Definitions

"**Agreement**" means this Lease Co-Guarantee Agreement.

"**Defaulted Tenant Rent**" means the Tenant's failure to pay monthly rent according to a valid Tenancy Agreement.

"**Eviction Reimbursement**" means the Guarantor shall reimburse Landlord for third-party verifiable eviction legal fees, eviction service fees and court fees up to one thousand five hundred dollars (\$1,500) in accordance with Article 4.

"**Existing Tenant**" means a person or persons residing in Landlord's Registered Property and have entered into a valid Tenancy Agreement subject to the terms and conditions of Article 5 (c) and (d).

"**Guarantor**" means Pensio Risk Management Group Inc., located at 80 Carlauren Road, Suite 23, Second Floor, Woodbridge, Ontario, L4L 7Z5.

"**Initial Rent Guarantee Reimbursement Payment**" means the Guarantor shall pay the initial Rent Guarantee Reimbursement Payment for Defaulted Tenant Rent within thirty (30) calendar days of the Guarantor's receipt of a Tenant Default Notice subject to the terms and conditions of Article 2.

"**Malicious Tenant Damage Court Order Reimbursement**" means Landlord Malicious Tenant Damage plaintiff's claim resulting in a court order or tenant tribunal order against the Tenant subject to the terms and conditions of Article 3.

"**New Tenant**" means a person or persons who will reside in Landlord's Registered Property and have entered into a Tenancy Agreement subject to the terms and conditions of Article 5 (a) and (b).

"**Notice of Eviction**" means Landlord has served the Qualified Tenant residing in a Registered Property with a valid Notice of Eviction in accordance with provincial regulations.

"**Program Fee**" means the Program Fee paid to the Guarantor by Landlord subject to the terms and conditions of Article 8, whichever payment is elected by Landlord.

"**Property**" means the tenanted residential rental Property registered with the Guarantor in accordance with the terms and conditions of this Agreement.

"**Landlord**" means the owner or landlord or third-party property manager of a Registered Property for the purpose of this Agreement.

"**Qualified Tenant**" means a person or persons, New Tenant, or Existing Tenant, who have entered into a Tenancy Agreement regarding the Registered Property meeting the credit reporting, screening and documentary qualifications set out in Article 5.

"**Registered Property or Registered Properties**" means the legal residential rental Property registered by Landlord with the Guarantor tenanted by Qualified Tenants in accordance with Article 5, and the Program Fee has been paid in accordance with Article 7. Landlord must register with the Guarantor all residential rental units "Registered Properties" located in any one legal address, or the alternative all rental Properties managed by Landlord or Property Manager subject to a Landlord Lease Co-Guarantee Agreement. Inasmuch, to be clear, Registered Properties that have not registered all rental units, do not have a Qualified Tenant or the Program Fee payment has not been paid, or the monthly payment is in arrears are NOT Registered Properties for the purpose of this Agreement.

"**Rent Guarantee Reimbursement**" means the Guarantor's rent default reimbursement in accordance with Article 2.

"**Rental Income Performance Bond**" means the Guarantor self-procured an indemnity in the form of a surety (the "Rental Income Performance Bond") from Rentalis Insurance Company, Inc., to secure the Guarantor's performance in accordance with this Agreement.

"**Tenancy Agreement**" means a legally valid and binding Tenancy Agreement between a Qualified Tenant and Landlord regarding the Registered Property.

"**Tenant**" means Qualified Tenants who have executed a Tenancy Agreement with Landlord residing in a Registered Property.

"**Tenant Default Notice**" means the form attached as Exhibit A completed by Landlord provided to the Guarantor regarding a Tenant Rent Default or Malicious Tenant Damage Court Order Default for the purpose of this Agreement.

"**Territory**" means Canada.

"**Term**" means initially one (1) year up to five (5) years in accordance with Article 9.

**2. Rent Guarantee Reimbursement.** The Guarantor shall reimburse Landlord Tenant Rent Defaults for a Registered Property as follows:

(a) The Guarantor shall pay initial Rent Guarantee Reimbursement Payment for a Tenant Rent Default to Landlord within thirty (30) calendar days of the Guarantor's receipt of a Tenant Default Notice;

(b) Following the Initial Rent Guarantee Reimbursement Payment, the Guarantor shall pay continued Rent Guarantee Reimbursement Payment to Landlord within five (5) business days of the last day of each consecutive month subject to: (i) the receipt of a monthly Tenant Default Notice; (ii) the receipt and proof of the tenant's payment of first and last month's rent; (iii) the receipt of the Landlord and Tenant completed and executed rental application credit check, rental history, and move-in check list; (iv) the receipt of the Tenant's rental payment history with the landlord; (v) the transfer from Landlord to the Guarantor of the Tenant security deposit and last month's rent payment for the Registered Property, if paid and /or forming part of the Tenancy Agreement; (iv) the Tenant has not vacated the Registered Property; (vii) the Tenant in the Registered Property has been served with a valid Notice of Eviction; (viii) the maximum Tenant Rent Default payment shall not exceed eleven (11) additional monthly Rent Guarantee Reimbursement payments; (ix) a maximum Rent Guarantee Reimbursement of sixty thousand dollars (\$60,000.00) for a Registered Property in any twelve (12) month period; and (x) Landlord has instituted formal collection proceedings against the Tenant.

(c) Rent Guarantee Reimbursement for Vacant Registered Property following the Initial Rent Guarantee Reimbursement Payment shall be paid by the Guarantor to Landlord within five (5) business days of the last day of each consecutive month for a maximum of thirty (30) days if the Registered Property was vacated by the Tenant.

(d) Rent Guarantee Reimbursement for Abandoned Registered Property following four (4) months after the start of this Agreement shall be paid by the Guarantor to Landlord within five (5) business days of the last day of each consecutive month for a maximum of thirty (30) days if the Registered Property was abandoned by the Tenant without proper notice and remains vacant. If proper notice to end tenancy was given by the Tenant to the Landlord, the Rent Guarantee Reimbursement for Abandoned Registered Property would not be applicable.

**3. Malicious Tenant Damage Reimbursement.** The Guarantor shall reimburse Landlord unpaid Tenant Malicious Damage Court Order Reimbursement for a Registered Property as follows: (a) The Guarantor shall pay Malicious Tenant Damage Court Order Reimbursements for a Registered Property to Landlord within thirty (30) days of receipt of a Tenant Malicious Damage Court Order Default Notice for a Registered Property subject to: (i) a Malicious Tenant Damage Court Order being greater than One Thousand Dollars (\$1,000.00); (ii) a maximum Malicious Tenant Damage Court Order reimbursement of Ten Thousand Dollars (\$10,000) for a Registered Property; (iii) a One Thousand Dollar (\$1,000) administration fee payable to the Guarantor for any Malicious Tenant Damage Court Order; (iv) the Tenant has defaulted on the payment of the Malicious Tenant Damage Court Order; (v) the Tenant in the Registered Property has been served with a valid Notice of Eviction; and (vi) Landlord has instituted collections proceedings against the Tenant.

**4. Eviction Fee Reimbursement.** The Guarantor shall reimburse Landlord for third party verifiable eviction legal fees, eviction service fees and court fees up to one thousand five hundred dollars (\$1,500) subject to: (a) the Tenant eviction is related to the Guarantor having paid a Rent Guarantee Reimbursement in accordance with Article 2 or Malicious Tenant Damage Court Order Reimbursement in accordance with Article 3; and (b) the Tenant has vacated the Registered Property within one hundred and twenty (120) days of being served the valid Notice of Eviction.

**5. Qualified Tenant.** Landlord acknowledges and agrees a Registered Property shall be tenanted only by a Tenant with the preceding tenant history, screening, documentation, and credit qualifications for New Tenant and Existing Tenant (the "Qualified Tenant") as follows:

(a) New Tenant: (i) there were no rental tenancy related court-ordered judgments, bankruptcies or tenancy evictions in the preceding three (3) years; (ii) proof of payment of the first and last months rent; (iii) there is a fully completed tenant rental application with two forms of government identification of the tenant and guarantor, if applicable, complete and verified contact information of the tenant and guarantor, move-in check list executed copy of the tenant, and guarantor, if applicable, and credit report; and (iv) the monthly rent cannot exceed forty-five percent (45%) of the Tenant(s) combined legal, valid gross monthly income for the individual or legal co-Tenant(s) through review of verifiable documentary evidence including but limited to pay stub(s), tax filings, employment contracts "if self-employed," or another similar documentary evidence.

New Tenant documents, at the time of demand: (i) the executed Tenancy Agreement; (ii) proof of first and last month's rent collected by the Landlord; (iii) Tenancy rental Property application for each legal Tenant and tenant guarantor, if applicable; (iv) one form of government-issued identification including driver's license, passport, or provincial health care card for each Tenant and Tenant Guarantor, if applicable valid picture identification; (v) the current credit report for each Tenant and tenant guarantor, if applicable; (vi) proof of income in accordance with Article 5 (a) (ii); (vii) Tenant rent payment history at the time of demand; (viii) proof of the Registered Property pre-inspection Tenant move-in checklist detailing the Property condition or any existing damages by way of digital photographs before occupancy, if applicable; (ix) proof of a renters insurance policy for the Registered Property, where applicable, and; (x) the Registered Property proof of a property and liability insurance policy.

b) Existing Tenant with more than 12 months occupancy in the Registered Property: (i) there are no current rent payment defaults at the time of registration of the Property; (ii) there have been no late rent payment longer than ten (10) days in the preceding twelve (12) months before the registration of the Property; and (iii) there are no impending, current, outstanding Malicious Tenant Damage claims or orders at the time of registration of the Property.

Existing Tenant documents, at the time of demand: (i) the executed Tenancy Agreement; (ii) Tenancy rental Property application for each legal Tenant and tenant guarantor, if applicable; (iii) one form of government issued identification including driver's license, passport or provincial health care card for each Tenant and Tenant Guarantor, if applicable valid picture identification; (iv) the existing credit report for each Tenant and tenant guarantor, if applicable; (v) proof of income in accordance with Article 5 (a) (ii), whatever is available; (vi) Tenant rent payment history at the time of demand; (vii) proof of the Registered Property pre-inspection Tenant move-in checklist detailing the Property condition and any existing damages by way of digital photographs before occupancy, whatever is available; (viii) proof of a renters insurance policy for the Registered Property, where applicable; and (ix) the Registered Property proof of a property and liability insurance policy.

c) It is the responsibility of the Landlord to verify the identity of the Tenant(s) and to ensure that the



approval documents submitted are authentic and not falsified. If the Tenant(s) documents supplied for approval are not authentic or falsified, then the Landlord will not be able to make a demand under this agreement. SingleKey has the right to verify the authenticity of the Tenant(s) documents submitted. The Landlord consents to giving SingleKey the right to contact the Tenant(s) and their references, as well as the permission to rerun any submitted third-party credit reports for verification.

d) Landlord must register with the Guarantor all residential rental units "Registered Properties" located in any one legal address, or the alternative, all rental Properties managed by Landlord or Property Manager subject to a Landlord Lease Co-Guarantee Agreement.

**6. Collections.** The Guarantor will have the unfettered right to enforce the collection of unpaid rent and unpaid Malicious Tenant Damage Court Orders against a defaulting Landlord Tenant. Landlord agrees to cooperate and assist the Guarantor in completing collections fully. The Guarantor will have the right to settle or terminate a Tenant collection. Inasmuch any claims or other legal matters Landlord may have against the Tenant will be subordinated to the Guarantor's claim and collection.

**7. Agreement Activation.** This Lease Co-Guarantee only becomes active after the Landlord has executed a Tenancy Agreement with Qualified Tenants residing in a Registered Property and the Landlord makes the initial Program Fee payment. Should a demand arise before the first payment is collected by SingleKey, the Landlord is not eligible to make a demand for a Rent Guarantee Reimbursement, Malicious Damage or Eviction Fee Reimbursement under this Lease Co-Guarantee Agreement.

**8. Program Fees.** Landlord shall pay for each Registered Property a program fee (the "Program Fee") as follows upon registration of the Property an amount as stated above on the first page. It shall be payable in twelve (12) monthly installments, on the first day of each month (the "Total Monthly Program Fee Amount"). However, if there is a demand made for Rent Guarantee Reimbursement, Malicious Damage or Eviction Fee Reimbursement by the Landlord, the total remaining unpaid twelve-monthly installments of the monthly Program Fee amount will be immediately due and payable by Landlord before any payment is made by the Guarantor.

**9. Term.** The Term of this Agreement shall be for a period of twelve (12) months for any Registered Property and will be renewed automatically for another twelve (12) months unless the Guarantor or Landlord has provided written notice of termination thirty (30) days before the end of the Term. This Agreement's aggregate renewals will not extend beyond a total term of sixty (60) months.

**10. Termination.** The Guarantor may terminate this Agreement upon written notice given to Landlord if the Landlord has breached the terms and conditions of this Agreement. Upon such termination, Landlord shall cease to be entitled to any reimbursements regarding this Agreement. In the event that Landlord, without cause, wishes to terminate this Agreement, Landlord shall provide the Guarantor with thirty (30) days written notice of the termination and will be liable for immediate payment of any outstanding Program Fees.

**11. Disclaimer.** This Agreement is a co-guarantee of a Tenancy Agreement between the Tenant, Landlord and the Guarantor and not insurance. The Guarantor is a Participating Member of Rentalis Insurance Company, Inc. ("Rentalis"), a Protected Cell Captive insurance company domiciled in the United States reinsured within the Lloyd's Market or Global Reinsurers rated A.M. Best A (excellent) or better. The Guarantor self-procured an indemnity in the form of a surety (the "Rental Income Performance Bond") to secure the Guarantor's performance in accordance with this Agreement. Rentalis is not licensed under the Insurance Companies Act and the Province where the Property Manager or Tenant resides. Payment of demands regarding the Guarantor's failure to perform may be more difficult than with an insurer licensed under the Insurance Companies Act. A foreign insurer is defined in Part XIII of the Insurance Companies Act (Canada) as an entity incorporated or formed by or under the laws of a country other than Canada that insures risks, including an association and an exchange (as those terms are defined in section 571 of the ICA). The Superintendent of Insurance has no authority under the Insurance Act in respect of Rentalis. Provincial and federal unlicensed and excise tax are payable by the Guarantor. The Guarantor's licensed insurance broker in the Province where the Property Manager operates or the Tenant resides has been instructed by the Guarantor to file with the Superintendent a return under oath or affirmation in the form and manner required by the Superintendent, containing particulars of all insurance effected under this Section by the registered Property Manager or Tenant during the period covered by the return; and concurrently, in respect of all premiums on such insurance, pay the provincial and federal excise to the Minister of Finance the premium taxes that would be payable if a licensed insurer had received such premiums. The Lease Co-Guarantee may be subject to provincial restrictions and may only be provided in such locations where permitted by law.

**12. Confidentiality.** In connection with this Agreement, each Party expects to furnish to the other Party certain Confidential Information and does not wish to make such Confidential Information public or common knowledge or have it disclosed to any third party or used for any purpose other than as described in this Agreement. The Term ("Confidential Information") shall mean (i) this Agreement; (ii) the Lease Co-Guarantee program; (iii) any insurance market disclosures; (iii) any information regarding prospective, current or former clients, partners, employees, investors or other business opportunities, or business operations, and any information regarding any such person, entity or opportunity; or (iv) any other information or materials, whether written, graphic, or in any other form, that belongs to a Party ("Discloser") and is learned by or disclosed orally, electronically or otherwise to another Party ("Recipient") in the course of discussions, studies or other work in providing the services. Confidential Information is not intended to include the distribution of data outputs, analysis, or reporting resulting from the Parties' ordinary course of business.

**13. Limitation of liability.** In no event shall either Party be liable for consequential, incidental, special, or indirect damages (including lost income), or punitive damages, even if a Party is informed of their possibility.

**14. Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing, delivered by email, courier or registered mail:

In the case of the Guarantor, to: Pensio Risk Management Group, Inc.  
Address: 80 Carlauren Road, Suite 23, Second Floor, Woodbridge Ontario, L4L 7Z5

Notices delivered by hand or overnight courier service or registered mail or return receipt email shall be deemed to have been given when received. Notices sent by electronic communication shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Either Party may change its address for notice purposes by notice to the other Party delivered in accordance with the provisions of this Section.

## 15. Miscellaneous Provisions.

**Entire Agreement.** This Agreement and Exhibits attached hereto sets forth the entire Agreement between the Parties concerning the subject matter. All agreements, covenants, representations, and warranties, express or implied, oral, or written, of the Parties concerning the subject matter hereof are contained herein and therein. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by the Party against whom enforcement of such modification, waiver, amendment, discharge, or change is sought.

**Severability.** If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable, in whole or in part, under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. It is the intention of the Parties that, if any such provision is held to be invalid, illegal, or unenforceable, in whole or in part, then there shall be added in lieu thereof a provision as similar in terms to such provision as is possible, and that such added provision shall be legal, valid, and enforceable.

**Governing Law.** The Province of Ontario's laws shall govern this Agreement's interpretation and the Parties' rights and obligations without regard to conflict of law's provisions. Each Party hereto hereby irrevocably submits to the Ontario court's jurisdiction, sitting in the Province of Ontario over any suit, action or proceeding arising out of or relating to this Agreement or the Project Documents. Each Party hereto hereby irrevocably waives, to the fullest extent permitted by law, any objection that such Party may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon the Parties. It may be enforced in any court in which a Party is subject to jurisdiction.

**Headings.** All headings herein contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

**Time is of the Essence.** Time shall be of the essence for all obligations outlined in this Agreement.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute the same Agreement. The exchange of copies of this Agreement and signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties. It may be used in place of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

**Waivers.** No failure or delay by either Party to insist upon the strict performance of any covenant, Agreement, Term, or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, Agreement, Term, or condition. No covenant, Agreement, Term, or condition of this Agreement and no breach thereof shall be waived, altered, or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement. Still, every covenant, Agreement, Term, and condition of this Agreement shall continue in full force and effect concerning any other than existing or subsequent breach.

**Further Assurance.** Each Party agrees to perform all further acts and execute, acknowledge, and deliver any documents that are or may become necessary, appropriate, or desirable to effectuate the transactions and carry on the business contemplated by this Agreement.

**Specific Performance.** Each Party agrees with the other Party that the other Party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching Party may be entitled under the terms of this Agreement, the non-breaching Party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court in the Province of Ontario.

**Mitigation and Cooperation.** The Landlord agrees to take reasonable steps to prevent or mitigate any covered loss or damage and act in good faith to minimize the extent and impact of any demand. The Landlord shall promptly notify the Guarantor of any incident that may result in a demand, and provide all necessary details and information. The Landlord shall cooperate fully with the Guarantor throughout the demand process. The Landlord shall make reasonable efforts to preserve damaged property, prevent further rental income loss, expedite legal process and secure relevant evidence, while complying with reasonable requests from the Guarantor for investigation and settlement. The Landlord shall comply with reasonable requests from the Guarantor to facilitate demand investigation and settlement. The Guarantor may conduct its own investigation into the claim, and the Landlord agrees to cooperate fully, providing requested documentation, records, or statements. Failure by the Landlord to fulfill their obligations may result in reduced or denied coverage if the Landlord's actions hinder the Guarantor's ability to effectively assess or settle the claim.

**Force Majeure.** The Parties to this Agreement shall not be responsible or liable for any injury to the other Party arising from that Party's failure of performance hereunder due to labour disputes, strikes, wars, riots, insurrections, civil commotion, fires, floods, accidents, storms, acts of God, government Stay in Place Orders, State of Emergencies, suspension of business, suspension of tenant evictions, closure of courts, tribunals or government services, or other causes beyond that Party's control.

**Publicity.** Neither Party will use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other including but not limited to "Pensio" or "Rentalis" or "Lloyd's Markets" without the express prior written consent of the other.

**Representations.** Each Party, in such context, the ("Representing Party") does hereby represent and warrant to the other that the execution, delivery and performance of this Agreement by the Representing Party has been authorized, and this Agreement represents a binding and enforceable obligation of the Representing Party.

EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HERewith, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE PRECEDING.