

**BELMONT RENTAL REWARDS PROGRAM  
ENROLLMENT FORM**

**"Member"**

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 Tel: (H): \_\_\_\_\_  
 Tel: (W): \_\_\_\_\_  
 Tel: (C): \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Occupation/Principal Business: \_\_\_\_\_

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 Tel: (H): \_\_\_\_\_  
 Tel: (W): \_\_\_\_\_  
 Tel: (C): \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Occupation/Principal Business: \_\_\_\_\_

Canadian Citizen/Permanent Resident:  
 Yes /  No \_\_\_\_\_  
(Country of Citizenship/Residency)  
 Date of Birth: \_\_\_\_\_

Canadian Citizen/Permanent Resident:  
 Yes /  No \_\_\_\_\_  
(Country of Citizenship/Residency)  
 Date of Birth: \_\_\_\_\_

**"Rental Unit"**

**Unit No.** \_\_\_\_\_ **in Crossing at Belmont ("Crossing")** located on certain lands located at 945 and 955 Reunion Avenue, Langford, B.C. and currently legally described as: Parcel Identifier: 030-358-027, Lot 7, Section 75, Esquimalt District, Plan EPP75724.

The Belmont Rental Rewards Program (the "**Program**") is offered at the sole discretion of **BELMONT RESIDENCES WEST LIMITED PARTNERSHIP** and **BELMONT RESIDENCES EAST LIMITED PARTNERSHIP** (together, the "**Vendors**" and each a "**Vendor**") in cooperation with the **CITY OF LANGFORD**. Subject to the terms and conditions set out in Schedule A and forming part of this Enrollment Form (the "**Terms and Conditions**"), eligible participants in the Program will earn one (1) Belmont Rental Rewards Point (a "**Point**") for every four dollars (\$4.00) of rent paid by the participant while a tenant at Crossing during the Eligibility Period (as defined in the Terms and Conditions), as more particularly described in section 2 of the Terms and Conditions. Subject always to the Terms and Conditions, eligible participants may redeem their accrued Points for credit toward the purchase price of any available residential unit designated from time to time by the applicable Vendor in its sole discretion for inclusion in the Program (while so designated for inclusion in the Program, a "**Residential Unit**") in **Belmont Residences West ("Belmont West"** – being constructed on certain lands located at 960 Reunion Avenue, Langford, B.C. and currently legally described as: Parcel Identifier: 030-357-969, Lot 2, Section 75, Esquimalt District, Plan EPP75724) or **Belmont Residences East ("Belmont East"** – proposed to be constructed on certain lands located at 940 Reunion Avenue, Langford, B.C. and currently legally described as: Parcel Identifier: 030-357-977, Lot 3, Section 75, Esquimalt District, Plan EPP75724), as more particularly described in section 3 of the Terms and Conditions.

**THE MEMBER HEREBY CONFIRMS THE MEMBER'S ENROLLMENT IN THE PROGRAM. THE MEMBER AGREES THAT THE MEMBER HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS AND ACKNOWLEDGES THAT IF THE MEMBER HAS A DISPUTE WITH OR CLAIM AGAINST A VENDOR IN RESPECT OF THE PROGRAM OR IS DISSATISFIED WITH THE PROGRAM FOR ANY REASON, THE MEMBER'S SOLE REMEDY IS TO TERMINATE MEMBERSHIP. NEITHER THE VENDORS NOR THE OWNER/LANDLORD OR THE PROPERTY MANAGER FOR CROSSING HAVE ANY OBLIGATION, LIABILITY OR RESPONSIBILITY TO THE MEMBER RESULTING FROM THE MEMBER'S ENROLLMENT IN THE PROGRAM.**

THE MEMBER HAS EXECUTED THIS ENROLLMENT FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name: \_\_\_\_\_

MEMBER(S): \_\_\_\_\_  
 \_\_\_\_\_

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**SCHEDULE A**

**TERMS AND CONDITIONS**

1. **Eligibility.** The Member will only be eligible to earn Points, redeem Points for credit toward the purchase of a Residential Unit, receive the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit (both as defined herein) and otherwise participate in the Program if **all** of the following conditions apply in respect of the Member at all relevant times:
- (a) the Member is an individual or more than one individual;
  - (b) each individual named as the Member herein enters into a single binding and valid residential tenancy agreement with the owner/manager of Crossing in respect of the Rental Unit with an initial term of at least one (1) year (the "**Tenancy Agreement**");
  - (c) the Member is the original tenant of the Rental Unit (meaning the Rental Unit was not previously rented or otherwise occupied by another person and the Member is not a subtenant);
  - (d) the Member occupies the Rental Unit as the Member's principal residence, and the Tenancy Agreement remains in effect, from and including the commencement date of the Tenancy Agreement to the date on which the Member completes the purchase and sale of the Residential Unit;
  - (e) in respect of a Residential Unit at Belmont West only, as of the date the Member enters into a Purchase Contract (as defined in Section 3) for the Residential Unit, the Member will have occupied the Rental Unit as the Member's principal residence for a period of at least six (6) months;
  - (f) the Member is not in default of its obligations under the Tenancy Agreement at the time of entering into the Purchase Contract **and** the date on which the Member completes the purchase and sale of the Residential Unit; and
  - (g) the Member provides evidence to applicable Vendor that the requirements of sections 1(b) through (f) are satisfied, in a form satisfactory to such Vendor in its sole discretion, which evidence may include, without limitation, a confirmation letter from the owner/manager of Crossing and/or financial records from the Member's financial institution and/or such other information and material as the Vendor may require.

Subject to subsection 4(a), if the Member satisfies all of the foregoing criteria, the Member will be considered an "**Eligible Member**".

2. **Earning Points.** If the Member is an Eligible Member, the Member will earn one (1) Point (rounded up to the nearest whole number of points) for every four dollars of rent the Member pays pursuant to the Tenancy Agreement during the period commencing on the first day that any rental unit at Crossing is occupied by a tenant (the "**Program Start Date**") and ending on the earlier of (i) the day on which the Member completes the purchase and sale of the Residential Unit and (ii) the day that is 36 months after the Program Start Date (the "**Eligibility Period**"). For clarity, the Member will not earn or otherwise be entitled to any Points in respect of any (i) rent paid outside the Eligibility Period or (ii) payments made pursuant to or in connection with the Tenancy Agreement other than those payments made as monthly rent including, for example, security deposit, parking charges and similar fees or charges.
3. **Redeeming Points.** If all individuals named as the Member herein and constituting an Eligible Member (i) enter into a single binding and valid contract of purchase and sale (the "**Purchase Contract**") in respect of any then available Residential Unit on the applicable Vendor's standard form of contract of purchase and sale as modified by the Vendor's standard Program addendum and (ii) provide such Vendor with evidence, as required by the Vendor and satisfactory to the Vendor in its sole discretion, that the Member is an Eligible Member at all relevant times, then:
- (a) in the case of a one-bedroom Residential Unit, the applicable Vendor will provide the Member with a credit toward the Second Deposit (as defined in the Purchase Contract) equal to \$3,000.00 (the "**City of Langford One-Bedroom Deposit Credit**") when such Second Deposit is due pursuant to the Purchase Contract and, on completion of the purchase and sale of the Residential Unit pursuant to the Purchase Contract, the applicable Vendor will provide that Member with an additional credit on the closing statement of adjustments equal to one (\$1.00) dollar for every Point earned by the Member less \$3,000.00, up to a maximum credit (including the City of Langford One-Bedroom Deposit Credit) equal to five (5%) percent of the net purchase

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price of the Residential Unit (being the gross purchase price set out in the Purchase Contract before any additions or deductions for any applicable taxes, credits (including the City of Langford One-Bedroom Deposit Credit), allowances and extras (including any amount paid for an extra parking stall) other than the credit in respect of the Member's Points). Notwithstanding the foregoing, if on completion of the purchase and sale of the Residential Unit pursuant to the Purchase Contract the Member has accrued less than 3,000 Points, the Member will provide the Vendor with a credit on the closing statement of adjustments equal to one (\$1.00) dollar for every Point by which the Member is short of 3,000 Points. The Member acknowledges and agrees that, to the extent the Member becomes entitled to repayment of any deposit monies paid pursuant to the Purchase Contract, the Member will only be entitled to repayment of those deposit monies actually paid by the Member. Under no circumstances will the Member be entitled to repayment of the City of Langford One-Bedroom Deposit Credit; or

- (b) in the case of a two-bedroom Residential Unit, the applicable Vendor will provide the Member with a credit toward the Second Deposit equal to \$5,000.00 (the "**City of Langford Two-Bedroom Deposit Credit**") when such Second Deposit is due pursuant to the Purchase Contract and, on completion of the purchase and sale of the Residential Unit pursuant to the Purchase Contract, the applicable Vendor will provide that Member with an additional credit on the closing statement of adjustments equal to one (\$1.00) dollar for every Point earned by the Member less \$5,000.00, up to a maximum credit (including the City of Langford Two-Bedroom Deposit Credit) equal to five (5%) percent of the net purchase price of the Residential Unit (being the gross purchase price set out in the Purchase Contract before any additions or deductions for any applicable taxes, credits (including the City of Langford Two-Bedroom Deposit Credit), allowances and extras (including any amount paid for an extra parking stall) other than the credit in respect of the Member's Points). Notwithstanding the foregoing, if on completion of the purchase and sale of the Residential Unit pursuant to the Purchase Contract the Member has accrued less than 5,000 Points, the Member will provide the Vendor with a credit on the closing statement of adjustments equal to one (\$1.00) dollar for every Point by which the Member is short of 5,000 Points. The Member acknowledges and agrees that, to the extent the Member becomes entitled to repayment of any deposit monies paid pursuant to the Purchase Contract, the Member will only be entitled to repayment of those deposit monies actually paid by the Member. Under no circumstances will the Member be entitled to repayment of the City of Langford Two-Bedroom Deposit Credit.

For greater certainty, the purchaser under the Purchase Contract must be individual(s) who is/are named on this Enrollment Form as the Member BUT if a Member herein consists of more than one individual and any one or more, but not all, of them enter(s) into a Purchase Agreement (as defined below), the individual(s) who did not enter into the Purchase Agreement will be deemed to have agreed with the applicable Vendor and the Member(s) who entered into the Purchase Agreement that they have surrendered any and all rights to participate in the Program including, without limitation, the right to redeem any Points earned by the Member hereunder for credit on account of the purchase price for a Residential Unit in accordance herewith, and (i) the applicable Vendor will have no obligation to inquire as to whether or not such Individual('s/s') consented to the same, (ii) the applicable Vendor will be entitled to deal exclusively with the Eligible Member(s) who signed the Purchase Agreement and (iii) such individual hereby releases the Member(s) who enter(s) into the Purchase Agreement and the applicable Vendor from and against all claims they may have or allege as a result of not entering into a Purchase Agreement.

**4. Restrictions and Limitations.** The following additional restrictions and limitations apply notwithstanding any other term or condition hereof:

- (a) if the Member is not or ceases to be an Eligible Member, as determined by the applicable Vendor in its absolute discretion, the Member will remain fully liable under any Purchase Contract it may have entered into with a Vendor but will automatically forfeit any accrued Points, be disenrolled from the Program and cease to have any entitlement pursuant to the Program whatsoever (including without limitation any entitlement to the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit), all without notice or compensation to the Member;
- (b) for clarity and without limiting the generality of subsection 4(a), if the Tenancy Agreement is terminated for any reason prior to the completion date for the purchase and sale of the Residential Unit pursuant to the Purchase Contract, the Member will remain fully liable under any Purchase Contract it may have entered into with a Vendor but will automatically forfeit any accrued Points, be disenrolled from the Program and cease to have any entitlement pursuant to the Program whatsoever (including without limitation any entitlement to the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit);
- (c) without limiting the generality of subsection 4(a), if the Member is not or ceases to be an Eligible Member, the Member will pay with its own funds the entire amount of the Second Deposit to the Vendor in accordance with the terms of the Purchase Contract as if the Member was never eligible to receive the City of Langford

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One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit or, if the deadline for paying the Second Deposit has already passed, the Member will pay with its own funds the entire amount of the Second Deposit to the Vendor on demand;

- (d) membership in the Program cannot be transferred or assigned by the Member;
- (e) the number of Residential Units that will be made available for purchase as part of the Program is limited to a maximum of twenty (20) in the aggregate for Belmont East and Belmont West combined (provided a Vendor may, in its absolute discretion, elect to designate additional Residential Units to be made available for purchase as part of the Program), and such Residential Units, once made available by the applicable Vendor, will be offered for sale concurrently to members of the Program and the general public on a "first come, first served" basis and the Vendors do not represent or warrant that any Residential Units will be available for purchase by the Member;
- (f) Points:
  - (i) have no cash value (which means that they can only be redeemed for credit as provided herein and may not be redeemed for cash), are non-transferable and the Member has no property rights in or to the Points or other Program benefits;
  - (ii) cannot be applied, exchanged or redeemed in anyway except as expressly set out herein;
  - (iii) earned by one Program member cannot be combined with Points earned by another Program member;
  - (iv) can only be redeemed on a one-time basis and are of no further effect once redeemed; and
  - (v) automatically expire without notice or compensation to the Member on the day that the last Residential Unit at Belmont East and Belmont West is transferred to a purchaser;
- (g) if the Member, or any individual named as the Member, rents more than one rental unit at Crossing, the Member will only earn Points in respect of rent paid for the Rental Unit and not in respect of any other rental units;
- (h) the Member can only redeem the Member's Points toward the purchase of one Residential Unit;
- (i) if the Member purchases a Residential Unit and has earned more Points than the maximum number of Points that the Member may redeem in respect of that Residential Unit in accordance with section 3, those excess Points will be automatically cancelled without compensation to the Member upon completion of the purchase and sale of that Residential Unit;
- (j) the conversion rate at which Points are redeemed for credit on the closing statement of adjustment is subject to modification by the Vendors at any time without notice or compensation to the Member;
- (k) the Vendors' calculation of the number of Points earned by the Member is final and binding;
- (l) no Member will be entitled to a City of Langford One-Bedroom Deposit Credit or City of Langford Two-Bedroom Deposit Credit or to redeem Points unless agreed to by the applicable Vendor in an addendum to that Member's Purchase Contract;
- (m) neither the City of Langford One-Bedroom Deposit Credit nor the City of Langford Two-Bedroom Deposit Credit may be transferred or assigned by the Member;
- (n) the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit (as the case may be) available to one Member cannot be combined with the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit (as the case may be) available to another Member;

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- (o) a Member can receive a maximum of one (1) City of Langford One-Bedroom Deposit Credit or City of Langford Two-Bedroom Deposit Credit (as the case may be), even if the Member, or any individual named as the Member, rents more than one rental unit at Crossing;
- (p) the Member can only receive the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit (as the case may be) in connection with the purchase of one Residential Unit;
- (q) neither the Member's enrollment in the Program nor anything contained in this Enrollment Form will obligate a Vendor to sell a Residential Unit to the Member or enter into a Purchase Contract with the Member;
- (r) neither membership in the Program nor anything contained in this Enrollment Form gives the Member a right to purchase or acquire a Residential Unit or any other interest in or to Belmont West or Belmont East;
- (s) nothing herein will obligate Belmont Residences East Limited Partnership to construct Belmont East or offer residential units for sale in Belmont East;
- (t) the Vendors may, from time to time and in their sole discretion, determine which residential units in Belmont West and Belmont East are eligible for inclusion in the Program and which are excluded from the Program and may from time to time change any such prior designation, all without notice or compensation to the Member;
- (u) subject to subsection 1(e), the Member's ability to purchase a Residential Unit in Belmont West or Belmont East is subject to Residential Units being available at the time the Member wishes to do so;
- (v) the Member will not be entitled to receive any form of notice from the Vendors in respect of the availability of Residential Units;
- (w) the Member is not entitled to any discount or reduction in respect of the purchase price for the Residential Units (other than credit for redeemed Points and the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit (as the case may be) as provided herein) and the Residential Units will be offered for sale at the applicable Vendor's current public list price at the time the Member enters into a Purchase Contract and such list price may change from time to time in the sole discretion of the Developer; and
- (x) the Vendors may modify or terminate the Program and/or modify these Terms and Conditions at any time without compensation, on written notice to the Member.

**5. Personal Information.** The Member hereby consents to the collection, use and disclosure of personal information contained in this Enrollment Form and otherwise collected by or on behalf of the Vendors and their respective agents, affiliates and service providers for the following purposes:

- (a) to administer and operate the Program;
- (b) to facilitate the entering into of a Purchase Contract and the completion of the purchase and sale of the Residential Unit;
- (c) to market, sell, provide and inform the Member of products and services of the Vendors and their respective affiliates and partners, including information about future projects;
- (d) to secure financing in respect of the construction of Belmont East and/or Belmont West;
- (e) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto; and
- (f) to disclose such personal information to the Vendor' affiliates, agents, assignees, partners, business partners, contractors and suppliers, bankers, lawyers, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies (including the Land Title Office and the Canada Revenue Agency) and other advisors and consultants in furtherance of any of the foregoing purposes and as required by law.

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6. **Release and Indemnity.** The Member hereby absolutely releases, and agrees to defend, indemnify and hold absolutely harmless, the Vendors and the owner and property manager from time to time of Crossing, and their respective parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees and agents, from and against any loss, damages or costs, including legal fees, resulting from any third party action, cause of action, claim, or demand resulting from the Member's participation in the Program, a breach by the Member of any of the Terms and Conditions, the failure by the Member to satisfy the necessary Terms and Conditions to redeem Points or receive the City of Langford One-Bedroom Deposit Credit or the City of Langford Two-Bedroom Deposit Credit (as the case may be) or any change to or cancellation of the Program.
  
7. **No Representations/Reliance.** The Member acknowledges and agrees that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendors, their respective agents or employees, or any other person on behalf of the Vendors, including, without limitation, arising out of any sales brochures, websites, social media, blogs, Twitter, Facebook or other marketing materials provided to the Purchaser or made available for his/her/its viewing other than those contained herein. The Member confirms that it has not relied on the existence or availability of the Program in entering into the Tenancy Agreement. The Member acknowledges and agrees that it is solely responsible to qualify for any mortgage financing required by the Member to complete the purchase of the Residential Unit and for satisfying all conditions to the funding of such financing and the Vendors have no responsibility therefor whatsoever and make no representations or warranties in respect of the availability of same.
  
8. **Governing Law.** The Program, this Enrollment Form and the Terms and Conditions will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
  
9. **Severability.** If any provision of this Enrollment Form or the application thereof to any person of circumstance will, to any extent, be found to be invalid or unenforceable, the remainder of this Enrollment Form will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
  
10. **Notices.** Any notice to be given to the Member hereunder, or any other communication in respect of the Program, will be sufficiently given (a) if deposited in any postal receptacle in Canada addressed to the Member at the Member's address and sent by regular mail, postage prepaid, or (b) if delivered by hand or if transmitted by facsimile or e-mail to the Member. Such notice will be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second Business Day after such mailing. The address, fax number (if any) and e-mail address (if any) for the Member will be as set out above or such other address, fax number or e-mail address of which the Member has last notified the Vendors in writing. Any notice to be given to the Vendors may be given to the Vendors in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this section, all other matters remaining the same except as altered where necessary. The Vendors' address and email address is as follows:
 

c/o Belmont Residences West Limited Partnership  
 Suite 1200 – 1067 West Cordova Street  
 Vancouver, BC V6C 1C7

Email: [sales@belmontresidences.com](mailto:sales@belmontresidences.com)

The inadvertent failure of the Vendors to give notice to the Member in respect of any matter for which notice is contemplated herein, or the failure of any notice given to reach the Member through no fault of the Vendor, will not invalidate the subject matter of the notice.
  
11. **Member Consisting of More Than One Party.** If the Member consists of more than one party, then the rights and obligations of the Member hereunder will be the joint and several obligations of each party comprising the Member and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Member.
  
12. **Change of Address.** The Member covenants and agrees to promptly notify the Vendors in writing of any change in the Member's address, e-mail address, phone number and/or fax number.
  
13. **Counterparts and Delivery by Electronic Transmission.** This Enrollment Form may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Enrollment Form by any party by

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electronic transmission will be as effective as personal delivery of an originally executed copy of this Enrollment Form by such party.

14. **Business Day.** In this Contract, “**Business Day**” means any day that is not a Saturday, Sunday, Boxing Day, Easter Monday or statutory holiday in British Columbia.

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