



## Skyline Living Tenant Referral Program

### Terms and Conditions

Skyline Real Estate Limited Partnership, operating as Skyline Living (collectively “we”, “Skyline Living”) created this Referral Program (“Program”) to reward those who refer people to Skyline Living (“Referrer”). Participation in the Program shall be subject to these Terms and Conditions (“Agreement”).

#### 1. *Terms and Conditions*

This Agreement constitutes a binding agreement between the Referrer, and Skyline Living and will govern participation in the Program. We reserve the right to modify the Agreement at any time, at our sole discretion, and without notice. We may also change, cancel, suspend, or modify any aspect of the Program without notice at our sole discretion.

**By participating in the Program, the Referrer agrees to be bound by this Agreement.**

#### 2. *Eligibility Criteria*

*We welcome referrals from current Skyline Living tenants, as well as other eligible persons. In this Agreement, a “tenant” refers to the leaseholder as of the move-in date of the Referred. A “non-tenant” shall refer to any other eligible party acting as a Referrer.*

*To participate in the program, a Referrer shall:*

- a. *Have the Referred submit a lease application listing them as the Referrer; and,*
- b. *A tenant Referrer shall be in Good Standing. Good Standing means that (i) the Referrer’s account is up to date, (ii) the Referrer hasn’t had 3 or more instances of Non-Sufficient Funds (NSFs) in the last two years as a Skyline tenant, including at least one in the past year; and (iv) there is no ongoing legal action between Skyline Living and the Referrer.*
- c. *A non-tenant Referrer shall be deemed eligible by Skyline Living and provide sufficient contact information for payment. Non-leaseholder occupants may participate as Referrers; however, any Referral Fee payable by cheque will be issued to the non-leaseholder occupant at the mailing address they provide.*
  - a. *Skyline Living reserves the right to disqualify non-tenant referrers at its sole discretion and without notice.*

#### 3. *Ineligibility to Participate in the Program*

*The following are **not** eligible to participate in the Program in any capacity (Referrer)*

- a. *Skyline Living employees, their family members and/or co-habitants cannot participate in the Program in any capacity (Referrer or Referred); and,*
- b. *Leasing applicants who have previously lived in a Skyline Living building, whether as tenants or occupants and persons who become tenants through assignment may only act as Referrers.*

***Skyline Living will not assess any referral submitted by ineligible persons.***

#### **4. Qualified Referrals**

*To generate a Referral Fee, the Referred must be a Qualified Referral. A Qualified Referral is one that:*

- a. *Submitted an application to Skyline Living listing the Referrer as the person who provided information about Skyline Living;*
- b. *Signed a lease and physically moved into the Skyline Living unit;*
- c. *Has paid all fees owing upon move in and has had no NSF's; and,*
- d. *Is not listed as ineligible to participate in the program.*

**Skyline Living reserves the right to disqualify any Referrer at any time from participation in the Program if we identify or reasonably presume any instance of fraud, criminal conduct, or a conflict of interest in accordance with Skyline Living internal standards. Skyline Living will not unreasonably deny payment of the Referral Fee to Qualified Referrals.**

#### **5. Referral Fee**

The Referral Fee is only generated when a Referred complies with the conditions to be considered a Qualified Referral. As a general rule, our standard Referral Fee for Qualified Referrals is **\$500.00 to the Referrer**; however, this fee may be modified at Skyline Living's sole discretion.

Unless otherwise agreed in writing, Referral Fees will be issued as follows: (i) for tenant Referrers who are leaseholders, the Referral Fee will be applied as a credit to the Referrer's resident ledger/account; and (ii) for eligible non-tenants and non-leaseholder Referrers, the Referral Fee will be payable by cheque and mailed to the address provided by the Referrer and stored in Skyline's systems.

#### **6. Disqualification from the Program**

No Referral Fee shall be issued to the Referrer if:

- a. The Referrer does not meet the eligibility criteria listed above;
- b. The Referrer/Referred is found in breach of this Agreement;
- c. The Referrer/Referred is disqualified from the Program as mentioned herein;

- d. The conduct of the Referrer/Referred is deemed, in Skyline Living's sole discretion, to be generally inconsistent with the intended operation of the Program

## 7. Personal Information

*Personal Information provided in connection with the Program shall be managed in accordance with Skyline Living's privacy policy (available here: <https://www.skylineliving.ca/en/privacy-policy/>). It is the exclusive responsibility of the participants in the Program to communicate any change of address or relevant information to Skyline Living before we send the Referral Fee (where applicable). Skyline Living assumes no responsibility for cheques mailed to incorrect addresses when said addresses are provided by the Referrer.*

## 8. General Terms

This Agreement constitutes the entire agreement between the Referrer, the Referred and Skyline Living regarding participation in the Program. Skyline Living's failure to exercise or enforce any right or provision included herein shall not constitute a waiver of such right or provision.

## 9. Notice

Notice by email, to the email address on Skyline Living's records, shall be considered sufficient notice for all purposes related to this Agreement.