

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

CORNERSTONE Properties

Plaintiff

AND:

MICHAEL GARRETT

Defendant

To the Defendant

Suite 2, THE Belmont, CREWE RD,
Belmont CLOSE, GT

THIS PLAINT has been issued against you by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this day of 20

See overleaf for particulars of the Plaintiff's claim

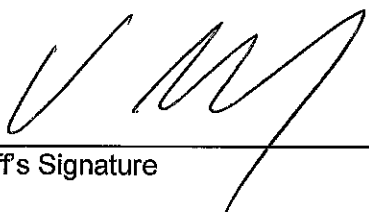
PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

THE Defendant Entered into a lease on July 28th 2019 To rent apartment 35 Executive Suites. The lease Commenced 1st August 2019 until 30th July 2020, with a Break Clause of January 30th 2020. He did not pay rent OR Deposit.

AND the Plaintiff claims:

- 1 The sum of \$13,200.
- 2 Interest in the sum of \$ 660 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

44-7 BRITANNIC DRIVE, BRITANNIC
ESTATES, GT. PO BOX 32135 KX11209

THIS TENANCY AGREEMENT is made the 28th day of July, 2019.

BETWEEN: Cornerstone Properties Ltd. of P.O. Box 709, Grand Cayman, KY1-1209,
Cayman Islands (the "Landlord");

OF THE ONE PART

AND:

MICHAEL GARRETT, Grand Cayman,
KY1-1___, Cayman Islands (the "Tenant")

OF THE OTHER PART

WHEREBY IT IS AGREED, as follows:-

1. The Landlord will let and the Tenant will take for a fixed period of one (1) year commencing 1st August, 2019 and ending on 30th July, 2020 (the "Term"), with a break January 30th with 30 days notice at a rental of CI\$2200.00 per month (the "Rent") payable in advance to the Landlord, or as it shall direct, ALL THAT apartment together with the Landlord's chattels, fixtures and fittings known as 197 Newport Avenue #2nd Executive suits (the "Premises") situated in the building legally registered in George Tow4 as Registration Section 14E Block 613 Parcel REM4(the "Building"). UNIT 35 (CB)
2. The Tenant hereby agrees to deposits with the Landlord the sum CI\$2200 (the "Security Deposit") which represents first months Rent as security for the performance and observance of the Tenant's obligations hereunder and the Tenant hereby agrees to any part thereof being applied in remedying any breach of the Tenant's obligation hereunder of which the Landlord has given the Tenant notice and which the Tenant has failed to remedy within the period specified in such notice.
3. The Tenant further agrees that if all or any part of the Security Deposit is applied by the Landlord as provided for herein, the Tenant will upon receiving a demand in writing from the Landlord pay to the Landlord such an amount as the Landlord specifies as being due from the Tenant to restore the Security Deposit to the amount of CI\$2200. The Landlord agrees that save as herein provided the Security Deposit or such part thereof as is unused shall be refunded to the Tenant immediately upon termination of this tenancy.
4. The Tenant hereby agrees with the Landlord throughout the Term as follows:-
 - (a) To pay the Rent at the times and in the manner aforesaid without any set-off, abatement or deduction whatsoever.
 - (b) To keep the interior of the Premises and the appurtenances thereof including floors, walls, ceilings, the inside of doors, entrances into

corridors, the glass windows (excluding the outside) and all the fixtures and fittings in the Premises well and sufficiently cleaned (in the case of windows at regular intervals) and in good and substantial repair and condition (including where relevant replacement, repainting, thereof but only in manner approved in advance by the Landlord), fair wear and tear excepted and to permit the Landlord and the Landlord's agents or contractors on their behalf to clean, paint or treat as the case may be the outside of all doors entering into corridors from the Premises and the outside of all window frames and glass in the Premises in such colour and in such manner and at such times as the Landlord may desire or direct with the right to enter the Premises as may be necessary for such purposes.

- (c) Not to alter, injure, cut or maim any of the floors, walls, partitions, ceilings, windows, doors, cables, wire, channels, pipes, ducts, appurtenances, fixtures or fittings including air conditioning and other equipment in, of or to the Premises and not to make any alterations or additions to the interior or interior appearance of the Premises without the consent in writing of the Landlord and not to permit any of the foregoing to be done.
- (d) Not to make any improvements, alterations or additions to the Premises without the prior written consent of the Landlord.
- (e) Not to carry on any trade, business or profession on the Premises.
- (f) Not to use or permit the Premises to be used for overnight or transient accommodation.
- (g) Not to do or permit or suffer to be done on the Premises anything which shall be or may be or become any annoyance or nuisance to the Landlord or to the occupiers of any adjoining property.
- (h) Not to obstruct, litter, deface, or damage in any manner the parking area, fire escapes, entrances, passages and other common areas or facilities of the Building.
- (i) Not to do or suffer to be done knowingly anything whereby the policy or policies of insurance on the Premises or on the Building against fire or any other risk may become void or voidable or whereby the premium thereon may be increased and to repay to the Landlord all sums paid by the Landlord by way of increased premiums and all expenses incurred by the Landlord in or about any renewal of such policy or policies and any other expenses or charges incurred by the Landlord or rendered necessary by reason of a breach or non-observance of the provisions of this sub-clause.


- (l) Not to permit any open or internal combustion fire to be burned or cooking to be done (including the heating of water for beverages and the use of a microwave oven) within the Premises.
- (m) Not without the prior consent of the Landlord to bring or allow to be brought on to the Premises or any part of the Building any machines or machinery save such office and computer equipment as is requisite for the Tenant's office and to observe such regulations as the Landlord shall specify regarding load factors and stresses within the Building.
- (n) Not to bring or permit to be brought any vehicles, bicycles, animals or birds into the building and not to use the Premises for any illegal or immoral purposes.
- (o) Not to assign, sublet, charge or part with possession of the whole or any part of the Premises.
- (p) To permit the Landlord, its agents or servants upon giving reasonable notice in writing to enter the Premises at all reasonable hours in the daytime for any reasonable purpose.
- (q) To yield up the Premises at the expiry of the Term in good repair and condition leaving all furniture and all electronics in the unit and in good condition.
- (r) To observe and conform to all reasonable regulations and restrictions made by the Landlord or its agents or servants for the proper management of the Building and notified in writing by the Landlord or its agents or servants to the Tenant from time to time.
- (s) To indemnify and hold harmless the Landlord against all damage, loss or injury to the Premises or any other part of the Building (including windows thereof) or the appurtenances and equipment therein and thereto or to any person caused by any act, default or negligence of the Tenant, its servants, agents, licensees or invitees and to pay and make good to the Landlord all and every loss or damage whatsoever incurred or sustained by the non-observance of the Tenant's covenants herein contained and to indemnify and hold harmless the Landlord against all actions, claims, liability, costs and expenses thereby arising.
- (t) To ensure that in all of the Tenant's insurance policies relating to the Premises the Landlord in addition to the Tenant is registered or listed as an additional insured party with benefits identical to those of the Tenant in the case of a claim.

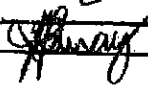
- (s) To yield up the Premises at the expiration or earlier determination of the term hereby created with fixtures and fittings thereto in the condition required by the Tenants covenants hereinbefore contained.
 - (t) To pay the stamp duty (if any) attracted by this tenancy from time to time and any registration fees in relation thereto.
 - (u) The Tenant agrees to keep the air conditioning at a minimum of 79 degrees Fahrenheit and is responsible for any damage caused in any manner by not keeping the air condition at this temperature.
 - (v) There should be no more than 4 people occupying the unit without written permission from the landlord.
5. The Landlord hereby agrees with the Tenant that the Tenant paying the Rent and observing and performing all their obligations under this Agreement may quietly enjoy the Premises without any interruption by the Landlord or any person claiming through under or in trust for it.
6. The Rent is exclusive of utilities for the Premises. Therefore, the Tenant hereby agrees to pay promptly all electricity, water, cable television and internet service incurred at the Premises during the Term.
7. If any time during the Term, the Premises or any part thereof shall be rendered unfit for use by the Tenant due to damage or destruction caused by a risk against which the Landlord has insured (or procured insurance for) the Premises the rent or a proportion of it (according to the extent of the damage) shall be suspended (save to the extent that any insurance money shall be irrevocable owing to an act or default of the Tenant) until the Premises are rendered fit for use by the Tenant. Either party may terminate this Agreement at any time after such damage or destruction with immediate effect by written notice given to the other provided that no notice may be given after the Premises have been rendered fit for use.
8. The tenant agrees to have all their belongings moved out by 12 noon on the last day of the lease.
9. If the Tenant wishes to take a further lease of the Premises from the expiry of the Term and shall at any time after the expiry of the Term give to the Landlord not less than three (3) months' notice in writing then provided the Tenant shall on the expiry of the Term have paid the rent and performed and observed the covenants contained in this Tenancy, the Landlord shall at the cost of the Tenant grant to the Tenant a further tenancy of the Premises for a further term of one year commencing on the day following the last day of the Term upon the same terms and conditions as this Tenancy (save as to the rent and this option for a further tenancy).

10. This Tenancy shall be governed and construed according to the Laws of the Cayman Islands.

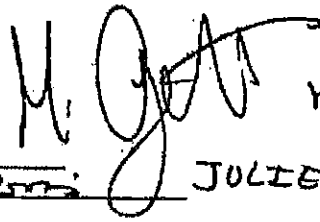
AS WITNESS the hand of the parties hereto the day and year first above written.

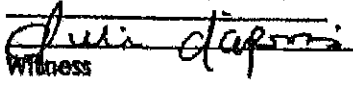
SIGNED by the Landlord
in the presence of



Witness 

SIGNED by the Tenant
in the presence of

 MICHAEL GARRETT - 4/2/

Witness  JULIE JAPINOSKI

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

CORNERSTONE Properties

Plaintiff

AND:

Michael Garrett

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.