

Delaney Properties Ltd.
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PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and between Delaney Properties Ltd. (referred to as the **AGENT**) and:

NAME: _____

ADDRESS: _____

CITY: _____ **POSTAL CODE:** _____

(referred to as the **OWNERS**) to secure the services of the **AGENT** in the management of the real property located at:

ADDRESS: _____

CITY: _____ **POSTAL CODE:** _____

(hereinafter referred to as the **PREMISES**), subject to the following terms and conditions:

- The above Owner is the Registered Owner/Power of Attorney of the Registered Owner of the above described property/properties and desires to appoint the Agent as his/her Property manager to rent/manage the property on the terms and conditions herein after set forth.
- The Agent has agreed to become the Owners Agent in respect to the management of the property, for the purpose of rental management on the terms and conditions contained herein.

- Therefore, in consideration of the Mutual Covenants and Agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EMPLOYMENT AND AUTHORITY OF AGENT

- a) The owners hereby appoint Delaney Properties Ltd., as their sole and exclusive agent to rent, lease, manage and operate the premises for a monthly/annual rent as approved by the owner from time to time.
- b) For this purpose, the **AGENT** is authorized to place newspaper advertising as required, to be reimbursed by the owner from rental funds.
- c) The **AGENT** is empowered to sign leases. rental agreements during the term of this contract on the Owner's behalf, and to enforce the provisions of same, and to institute legal action or other proceedings to collect rents and sums due, and to dispossess tenants and other persons from the premises on behalf of the owner.
- d) It is understood and agreed that Delaney Properties Ltd., is the sole and procuring cause of any lease/tenancy, written or oral that may be negotiated either directly or indirectly by the Owners themselves.

2. SPECIFIC AUTHORITY

- a) The Owners authorize the **AGENT** to purchase necessary supplies: to contract for utility Services as needed, including vermin extermination and other services which the **AGENT** shall deem advisable; and to make ordinary repairs to the premises, provided that the expenditure for any one item shall not exceed the amount of \$_____ without the express written consent of the Owners, unless the **AGENT** shall consider the circumstances surrounding the request for the repairs or services to be an emergency and prior to Owner consent is not readily obtainable. The **AGENT** will use diligence in contracting for repairs and other services, and will have the right to hire, discharge, supervise and pay any employees, servants or contractors for work performed. The **AGENT** will not be liable to the Owner or others for any act or omission on the part of such employees or other workmen, if the **AGENT** has taken reasonable care in their employment.
- b) The Owner will be responsible for the payment of the goods and services tax and any other applicable taxes, charges, rates and levies payable by the Owner in connection with the property covered in this agreement, including, without limitation to, that payable in connection with the management of the property.
- c) The **AGENT** may withhold from the Owner net rental revenue and remit to Revenue Canada or any other relevant authority any amount required to be

withheld or remitted in respect of the goods and services tax, withholding tax or any other applicable tax, charge, rate or levy which the **AGENT** is required to withhold or remit by law.

3. RESPONSIBILITIES OF THE AGENT

- a) Collect all the rents and income due from the tenants when such amounts become due, and deposit same into an agency trust account maintained on behalf of the Owners. Withdraw from such account all funds needed for proper disbursements for expenses payable by the Owner including, without limitation, the **AGENT'S** compensation.
- b) Collect security deposits under any lease or tenancy and place same into trust accounts.
- c) Collect pet deposits under any lease or tenancy and place same into interest bearing trust accounts.
- d) Maintain accurate and complete accounting records of all receipts and disbursements; and to submit a monthly written statement to the Owners indicating all collections and expenses, along with copies of paid bills.
- e) The **AGENT** is **NOT** responsible for obtaining a new tenant after receiving legal notice of termination of this contract by the Owner.
- f) The **AGENT** will request all tenants to purchase a tenant's package insurance policy and to advise the **AGENT** of the name and insurer, the insurer's agent, and the policy number. On receipt of this information the **AGENT** will provide a copy to the Owner's Insurance agent.
- g) Any fixed term tenancy for a term greater than twelve months must first be approved by the Owner prior to acceptance by the **AGENT**.
- h) The **AGENT** will remit to the Owner on a monthly basis all rents collected net of the **AGENT'S** compensation and receipted expenses authorized by this Agreement or otherwise agreed to by the Owner.

4. COMPENSATION OF THE AGENT

In consideration of the services to be rendered by the **AGENT**, the Owners agree to pay the **AGENT** any or all of the following forms of compensation as may be applicable:

- a) **FOR MANAGEMENT-** A fee equal to **TWELVE (12%) PERCENT** of all rent from the premises or a flat fee of \$50.00 per unit per month whichever is greater. Whenever a new tenant is placed a **TWENTY (20%) PERCENT** placement fee

will be charged to cover the administration and advertising costs. It is agreed and understood that the Owners shall be responsible for the payment of water and sewer charges, property taxes, insurance fees, mortgage payments and other expenses relating to the premises unless otherwise agreed upon in writing between the parties.

PLACEMENT ONLY - A fee of half a month's rent will be charged for finding a tenant for those Owners who would prefer to manage their own property but prefer to not deal with finding tenants.

- b) **SPECIAL SERVICES**- any special services that are conducted for the Owner will be subject to a mutually agreeable fee for the benefit of the **AGENT**. Such special services may call for the disposal or sale, on behalf of the Owners, of items of furniture, vehicles, firewood or to dispossess problem tenants placed in a tenancy prior to the inception of this contract, located on the property and other events on a **ONE TIME BASIS**.

5. INDEMNIFICATION

The Owner shall save the **AGENT** harmless from all suits for damages in connection with the management of the premises if the **AGENT** was not negligent and if the suit did not result from an intentional act or omission by the **AGENT**. The Owner shall carry, at the Owner's expense, sufficient public liability insurance with the **AGENT** designated as an additional insured.

6. DUE AGENT AMOUNTS

In the event that the **AGENT** advances personal funds to make payment for expenses incurred on the Owner's behalf, and said funds are not reimbursed by the Owners, either by deduction from rents collected and/or payment by the Owner, then the **AGENT** will be entitled to a fee of 2% per month of the monies expended and not reimbursed within 15 days after written submission by the **AGENT** to the Owner of the amount due.

7. TERM OF AGREEMENT

Agreement will remain in effect for a period ending _____20____. Either party may terminate this Agreement at the end of said term by giving to the other party written notice of termination at least ninety (90) days prior to the expiration of the then current term. In the absence of said notice, this Agreement will renew itself automatically for an additional term of **ONE YEAR** and so on from **YEAR** to **YEAR** until terminated by either party by written notice at least ninety (90) days prior to the expiration of the then current term. In the event of any cancellation of the Agreement, the **AGENT** is to receive the balance of any commissions due under this Agreement during the term of the existing lease/tenancy.

8. VOLUNTARY CANCELLATION BY AGENT

Notwithstanding any other provisions of the Agreement, the **AGENT** may elect to cancel this Agreement upon the occurrence of any of the following circumstances:

- a) In the event of a bona fide sale or demolition of the premises.
- b) If a Petition for Bankruptcy is filed by either the Owners of the **AGENT**, or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act.
- c) If the Owners shall fail to comply with any rule, order, determination, ordinance or law of any federal, provincial or local authority, relating to the operation of the premises. Notice of voluntary cancellation by the **AGENT** must be sent to the Owner in writing at least (30) days prior to cancellation.

9. VOLUNTARY CANCELLATION BY THE OWNER

Notwithstanding any other provisions of the Agreement, the Owner may elect to cancel this Agreement upon the occurrence of any of the following circumstances:

- a) If a Petition for Bankruptcy is filed by the **AGENT**, or if the **AGENT** shall make an assignment for the benefit of creditors or take advantage of any insolvency act.
- b) If the **AGENT** shall fail to comply with any rule, order, determination, ordinance, or Law of any federal, provincial, or local authority, relating to the operation of the premises.
- c) If the **AGENT** fails to provide monthly an accounting record of all receipts and disbursements along with the copies of paid bills, applicable for months in which rent is collected.
- d) If the **AGENT** fails to remit net rent proceeds collected to the Owner on a monthly basis. Voluntary cancellation by the Owner will be effective immediately upon the occurrence of any of the circumstances contemplated under **a)** only: otherwise notice of voluntary cancellation by the Owner must be sent to the **AGENT** in writing at least thirty (30) days prior to cancellation showing bonafide cause for termination. Should the **AGENT** be able to rectify to the owners satisfaction the cause within 10 days of receipt of notice the said notice shall become null and void.

10. The Owner hereby certifies that he/she is/is not a Resident of Canada for the purposes of the income Tax Act of Canada and agrees to inform the **AGENT**

immediately of any change of Residency Status of the Owner.

11. BINDING AUTHORITY

- a) This Agreement shall be binding upon the successors and assigns of the **AGENT**, and the heirs, administrators, executors, successors and assigns of the Owners.
- b) This Agreement will be construed according to the laws from time to time in force in the Province of British Columbia.
- c) All amounts payable by either party to the other under this agreement will be payable in Canadian Funds.
- d) The Agreement constitutes the entire agreement between the parties and will not be modified or amended except by an instrument in writing dated and signed by all the parties to this agreement.

12. **PRIVACY POLICY** - At Delaney Properties Ltd. protecting your privacy is very important to us. Our goal is to treat the Personal Information you provide to us with the utmost respect in accordance with this Privacy Policy. Any information provided to us will be held in the strictest confidence.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

REGISTERED OWNER(S):

Property Manager
Delaney Properties Ltd.

DATE: _____