

# Property Management Agreement

- Commercial Property
- Residential Property

This property management agreement will be entered into upon \_\_\_\_\_, \_\_\_\_\_, of 20\_\_\_\_ and will be in full effect. All boxes checked off is completed by the property owner.

This an agreement between the participating Parties of landlord and Property Manager below:

Owner of the Property/ Landlord

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Management Company / Property Manager

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Address of Property:

Number of Units to be managed:

The owner and manager both agree to the terms below:

## 1.) Purpose

The Manager is in the business of managing properties of the type described on page 1 of 4. The Owner desires the Property Manager listed to manage the property described and is agreeing to pay for these services.

## 2.) Manager's Responsibilities

The Manager agrees to perform the duties and responsibilities checked off in the boxes listed below:

- Rental Analysis** - Manager shall provide insights and observations to find the best rates based on current rental market trends.
- Tenant Screening** - Manager will evaluate prospective tenants. The purpose is to access the likelihood the tenant will fulfill the terms of the lease or rental agreement and will take care of the rental property listed. Information collected may include but not limited to, confirmation of employment and employer reference check, rental history, credit check, background check, rental history and previous landlord reference.



- Rent Collection** - The manager will collect rent on behalf of the landlord. If there is any additional expenses that comes, the landlord has the choice to deduct the expenses from the rent before receiving payment or pay the contractor directly. Both methods should be reported in the system for unit history. Some landlords desire to collect post dated cheques and deposit it themselves.
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- Document collection** - The manager will collect cheques or documents from the tenants that is required according to their lease and send either hard copies or scanned versions, depending on the requirement of the landlord and lease.
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- Tenant On Boarding** - The manager will walk through the property and outline key areas (eg. Utility Room, electrical panel, water softener, etc.), provide instructions (eg. Rent payment process, process for emergencies, process for repair & maintenance requests, set up requirements for service providers, garbage and recycling instructions). If finding a tenant requires us to hire a Realtor, we will have to have the landlord to sign an agreement with that professional. We will do our best to market and find renters outside of this service and will only charge half of one months rent for this.
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- Repair and Maintenance** - The manager will find contractors in events that the landlord needs work done (eg. plumbing, drywalling, lawn-care, plowing). This bill will be either sent directly to the landlord. It will be the landlord's responsibility for reimbursement if the Manager pays for these services and charges will vary. Receipts and bills will be scanned and sent directly.
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- Tenant Off Boarding** - The Manager looks after all the steps associated with tenant off-boarding including but not limited to unit inspections, damages or repairs completed by tenant returning of all keys. The manager will also complete a move out condition report for unit history and landlord knowledge. The manager will not handle tenant tribunals or going to court.
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- Tenant Communications** - The manager is accountable for all tenant communications including enforcing rental rules and policies according to the lease and landlord. Communications include notifying the tenant with respects to any changes and/or updates on the building or services provided.
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- Fire Inspection** - The manager will complete an annual and/or monthly inspections. Basic duties include checking for operational fire alarm, emergency light testing and fire extinguisher review.
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- Custom Duties:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3.) Compensation

**Property Management Fee** \_\_\_\_\_ % of monthly rent. This number will vary depending on the scope of work that needs to be done. The manager will invoice the owner on the 1st day of the month and payment is due upon receiving the invoice. This can be paid online or e transfer.

On a rare occasion we will charge a flat fee depending on the Square Footage. If it is a flat fee, then the cost will be \$\_\_\_\_\_, due on the 1st of the month.

**Initial set up fee** will be \$5 per unit. This fee is for administration work that has to go into setting up the rental units in our all in one software. This is a one time fee.

**Finding a tenant** for an empty unit will cost half of the first months rent if successful from our own team. If not we will have to hire a realtor which costs would increase. If there is a unit on the premises and it remains empty but still requires management, then we will charge a flat \$100 per month fee for that service.

#### **Property Visitation Fee** - included

**Maintenance & Renovation Fee** - This would be cleaning or painting of units or common spaces. This is \$45 per hour. Outside services will vary and the owner will be notified and must agree to work before it begins.

**General Management** - Included for every service box checked on pages 1-2 of 5 under manager responsibilities.

**3.) Term of Contract** - This agreement shall commence upon the effective date listed on page 1 of 5. This agreement will continue until:

- the owner of the property gives 60 days written notice.
- the date of \_\_\_\_\_, \_\_\_\_\_ of 20\_\_\_\_\_.

#### **4.) Termination**

This agreement can be terminated with 60 days written notice from either the manager or land owner. If there the client wants to terminate sooner than that, the owner of the property must pay 2 months of fees up front.

#### **5.) Representation and Warranties**

Both parties signing this agreement represent that they are fully authorized to enter into this agreement. The performance and obligations of either party will not violate or infringe upon the rights of any third party or violate any other agreement between the parties, individually and any other person, organization, business or any law or government regulation.

#### **6.) Indemnity**

The parties each agree to indemnify and hold harmless the other party, its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this agreement. This section remains in full force and effect even after termination of the agreement by its natural termination or the early termination by either party.

#### **7.) Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED

PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF PARTYS NEGLIGENCE OR BREACH.

**8.) Sever ability**

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the agreement and all other provisions should continue in full force and effect as valid and enforceable.

**9.) Waiver**

The failure by Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

**10.) Legal Fees**

In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorney's fees.

**11.) Legal and Binding Agreement**

This agreement is legal and binding between the parties as stated above. This agreement may be entered into and is legal an binding in Canada. The Parties each represent that they have the authority to enter into this agreement.

**12.) Governing Law and Jurisdiction**

The Parties acknowledge and agree that this Agreement represents the entire agreement between the parties. In the event that the parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

**13.) Entire Agreement**

The Parties acknowledge and agree that this agreement represents the entire agreement between the parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be singed by both parties.

All parties involved agree to the terms disclosed in this document and sign below:

X. \_\_\_\_\_ Signed on \_\_\_\_\_, \_\_\_\_\_, 20 \_\_\_\_\_.  
Manager - Marshal Bobechko

X. \_\_\_\_\_ Signed on \_\_\_\_\_, \_\_\_\_\_, 20 \_\_\_\_\_.  
Property Owner / Landlord

\_\_\_\_\_  
Name of Property Owner / Landlord

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

#### **Additional Information on the existing Property/Properties to be managed:**

## Tenant Information: