

**THIS MANAGEMENT SERVICES AGREEMENT (“Agreement”)** is made as of \_\_\_\_\_  
(the “**Commencement Date**”).

**BETWEEN:**

**Martello Property Services Inc.**  
a corporation duly existing under  
the laws of the Province of British Columbia  
(the “**Manager**”)

-and-

\_\_\_\_\_  
(the “**Owner**”)

**WHEREAS:**

- A. The Owner is the legal, beneficial, and registered owner of the Property;
- B. The Manager is engaged in, among other things, the business of managing and operating income producing real property; and
- C. The Owner wishes to retain the Manager to provide the Services in respect of the Property, and the Manager wishes to provide such Services to the Owner in respect of the Property.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### 1.1 Definitions

Where used in this Agreement, unless the context expressly or by necessary implication otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Additional Services**” has the meaning set out in Section 3.1;
- (b) “**Affiliate**” means, with respect to any Person, any Person that controls, is controlled by, or is under common control with, such Person, and in the case of the Manager includes, for greater certainty, Martello Building Operations Inc.;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;
- (d) “**Commencement Date**” means the date of this Agreement as first set out above;
- (e) “**Confidential Information**” means any confidential or proprietary information and trade secrets relating to the Disclosing Party, including (i) customer, supplier and vendor lists and contact information, target customer information, current and

anticipated customer requirements, price lists, market studies, business plans, project plans, and bid terms, (ii) historical and projected financial data, including operating budgets, (iii) employee training techniques and materials and personnel files, (iv) research and development plans or results, including related intellectual property, (v) designs, software, computer programs, source code, object code and code of all other types, domain names, layouts, interfaces, applications and tools, databases and database layouts, (vi) studies, reports, analyses and any related regulatory filings or submissions, including summaries, memoranda, reports, compilations, or other derivations thereof, and (vii) any other information that a reasonable and prudent Person would treat as proprietary and confidential, including modifications, improvements, alterations and derivations of the foregoing. Confidential Information not include information that (1) is demonstrably independently developed by the Recipient following the date hereof without violating the Disclosing Party's rights, or (2) that is or becomes publicly known (other than through a breach of this Agreement or other confidentiality obligations of which the Disclosing Party is aware;

- (f) **"Damages"** means any loss, cost, liability, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense (including actual, reasonable costs, fees and expenses of legal counsel on a solicitor and own client, full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation) or diminution in value;
- (g) **"Event of Default by the Manager"** means (i) the occurrence of an Event of Insolvency in respect of the Manager, or (ii) a breach by the Manager of the terms of this Agreement;
- (h) **"Event of Default by the Owner"** means: (i) the occurrence of an Event of Insolvency in respect of the Owner; (ii) destruction or irreparable damage to the Property; (iii) a breach by the Owner of the terms of this Agreement; and (iv) any act of dishonesty by the Owner which could reasonably be expected to adversely affect the Property or the reputation of the Manager;
- (i) **"Event of Insolvency"** means any one or more of the following events:
  - (i) if a Party:
    - (1) is wound up, dissolved or liquidated, or becomes subject to the provisions of the *Winding-Up and Restructuring Act* (Canada) or any successor legislation thereto or has its existence terminated or has any resolution passed therefor;
    - (2) makes a general assignment for the benefit of its creditors or a proposal (including the filing of a notice of intention to make a proposal) under the *Bankruptcy and Insolvency Act* (Canada) or any successor legislation thereto; or
    - (3) proposes a compromise or arrangement under the *Companies' Creditors Arrangement Act* (Canada) or any successor legislation thereto or files any petition or answer seeking a stay of proceedings or any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or

future law relative to bankruptcy, insolvency or other relief for debtors or for the benefit of creditors;

- (ii) if a court of competent jurisdiction enters an order, judgment or decree approving a petition or application filed against the Party seeking a stay of proceedings or any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors and such Party acquiesces in the entry of such order, judgment or decree and such order, judgment or decree remains un-vacated or un-stayed for an aggregate of thirty (30) days (whether or not consecutive) from the day of entry thereof; or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers shall be appointed for such Party or of all or any substantial part of its property with the consent or acquiescence of such Party or such appointment remains un-vacated or un-stayed for an aggregate of thirty (30) days (whether or not consecutive);
- (iii) the Party becomes insolvent or admits its inability to pay its debts generally as they become due; or
- (iv) an encumbrancer takes possession of all or substantially all of a Party's assets and such possession remains for a period of fifteen (15) days (whether or not consecutive);
- (j) **“Owner Responsibilities”** means those items set forth in Schedule “C” attached hereto;
- (k) **“Parties”** means the parties to this Agreement, and **“Party”** means any one of the them as the context requires;
- (l) **“Person”** means and includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or other organization or entity, whether or not a legal entity, however designated or constituted;
- (m) **“Property”** means the real property set forth in Schedule “A”;
- (n) **“Service Fees”** has the meaning set out in Section 4.1;
- (o) **“Services”** means those property management services as further set forth in Schedule “B” attached hereto;
- (p) **“Term”** has the meaning set out in Section 2.1; and
- (q) **“Third Party”** means a Person who is not a Party.

## 1.2 Interpretation

Words importing the singular number include the plural and vice-versa. Words importing gender include masculine, feminine, and non-gender specific parties. Derivations of terms or expressions defined herein shall have a corresponding meaning to the defined term or expression. The headings, article, and section references in this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof. All provisions of this Agreement shall be deemed and construed to be covenants and agreements as though the words specifically expressing covenants or agreements were used in each separate provision hereof. All recitals and schedules to this Agreement, if any, are specifically incorporated herein. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party of an agreement shall not be applicable in the interpretation of this Agreement. All references to statutes include all applicable regulations to that statute, all amendments to that statute or applicable regulations, and any statute or applicable regulation that supplements or replaces such statutes or applicable regulations, as the case may be. All money references are in Canadian Dollars unless otherwise expressly indicated. Where the time for doing an act set forth by this Agreement falls or expires on a day that is not Business Day, the time for doing such act is extended to the next Business Day.

## 1.3 Schedules

The Schedules to this Agreement, as listed below, are an integral part of this Agreement:

- (a) Schedule "A" - Property
- (b) Schedule "B" – Services and Fees
- (c) Scheduled "C" – Responsibilities of Owner

## **ARTICLE 2 TERM**

### 2.1 Term

The appointment of the Manager shall commence on the Commencement Date and shall terminate on the Expiry Date outlined in Schedule A provided that upon the expiry of the initial term hereof, the Agreement will be automatically renewed for further one (1) year terms upon expiry. Either party may give to the other notice in writing that it is not renewing this Agreement. This agreement may also be terminated in accordance with the provisions set out in Article 8.

## **ARTICLE 3 SERVICES**

### 3.1 Engagement

The Owner hereby appoints the Manager, as of and from the Commencement Date, and the Manager accepts the appointment, to provide the Services in accordance with this Agreement. The Owner and the Manager may from time to time agree in writing on additional services ("**Additional Services**") to be provided by the Manager to the Owner, for which the Manager shall be compensated on terms to be agreed upon by the Manager and the Owner prior to providing any Additional Services.

### 3.2 Cooperation of the Manager

The Manager shall make available to the Owner and its representatives, upon no less than forty-eight hours prior notice, such information, documentation and material relating to the performance of the Services and any Additional Services as and when the same may be reasonably requested in writing and otherwise give such co-operation as may be reasonably requested by the Owner.

### 3.3 Cooperation of the Owner

The Owner acknowledges that the Manager may, in certain cases, require the assistance and co-operation of the Owner in the performance of the Services and Additional Services. The Owner covenants and agrees to provide all assistance and co-operation on a timely basis reasonably necessary to enable the Manager to comply with its obligations hereunder. If, in the event the Manager makes a recommendation to the Owner regarding budgeting, leasing, or any other matters relating to the Services or the Additional Services and no response is received from the Owner within thirty (30) days, the recommendation shall be deemed to have been approved by the Owner.

### 3.4 Control of Property

The Owner acknowledges and agrees that, during the Term and notwithstanding the provision of the Services (including any Additional Services) by the Manager, the Property shall at all times remain under the control of the Owner.

### 3.5 Handling of Deposits

The Manager shall collect all deposits (security, pet or otherwise), rents and other income from the Property and promptly and directly deposit such rents in a trust account.

### 3.6 Release

The Owner, on behalf of themselves and on behalf of their successors, assigns, heirs, and executors, as applicable (collectively the "**Releasors**") hereby irrevocably and unconditionally remises, releases, acquits, and forever discharges the Manager and its successors, permitted assigns, officers, directors, partners, shareholders, employees, consultants, agents, administrators, advisors, and other representatives (collectively the "**Releasees**") of and from any and all manner of actions, cause and causes of action, suits, proceedings, liabilities, obligations, promises, agreements, debts, dues, controversies, bonds, bills, covenants, contracts (whether express or implied), sums of money, expenses (including, without limitation, legal fees, disbursements, and charges) damages, judgments, costs, objections, charges, security interests, claims and demands of any and every kind and nature whatsoever, which the Releasors ever had, now have or may hereafter have against the Releasees by reason of, or arising out of, any cause, matter, or thing done arising out of or in connection with the Property or the provision of the Services (including the Additional Services) by the Manager, except for those matters the Owner is specifically indemnified for by the Manager pursuant to Section 7.1.

## ARTICLE 4 SERVICE FEES

### 4.1 Fee for Property Management Services

In consideration of providing the Services to the Owner, the Owner shall pay to the Manager the fees (collectively the “**Service Fees**”) set forth in Schedule “B” attached hereto, without duplication.

### 4.2 Payment of Service Fees

The Service Fees shall be paid upon receipt of an invoice therefor from the Manager. In the event that market conditions require a change in Service Fees, the Manager shall provide the Owner with sixty (60) days’ prior written notice of such changes. All amounts payable to the Manager pursuant to this Agreement shall be exclusive of any and all applicable goods and services tax, value-added tax, sales tax, use tax, or similar taxes applicable to such payments. Any amounts payable to the Manager hereunder and not remitted when due shall remain due and interest shall accrue (both before and after judgment) at a rate per annum equal to twelve percent (12%) from and including the date payment is due.

### 4.3 Third Party Fees

The Owner acknowledges and agrees that the Manager may pay or receive costs, fees, expenses, rebates, and other payments to or from Third Parties from time to time in connection with provision of the Services.

## ARTICLE 5 REPRESENTATIONS, WARRANTIES, AND COVENANTS

### 5.1 Representations and Warranties of the Manager

The Manager represents and warrants to the Owner that:

- (a) it is a corporation duly incorporated and existing pursuant to the laws of its jurisdiction of incorporation;
- (b) it has, and agrees that it will maintain, all requisite power, authority, licenses, permits, consents and other third party approvals and approvals of Governmental Authorities to execute, deliver and perform its obligations which arise pursuant to or in respect of this Agreement and has taken necessary action to authorize the entering into and performance by it of this Agreement;
- (c) the performance by the Manager of its obligations hereunder does not, and will not, violate any agreements or obligations pursuant to which the Manager is bound; and
- (d) this Agreement constitutes a legal, valid and binding obligation of the Manager, enforceable against the Manager in accordance with its terms, subject only to applicable bankruptcy, insolvency, re-organization, moratorium or other similar laws affecting creditors’ rights generally and to equitable principles of general application.

### 5.2 Representations, Warranties, and Covenants of the Owner

The Owner represents and warrants to the Manager that:

- (a) where the Owner is a body corporate, it is duly formed and existing in good standing pursuant to the laws of the jurisdiction of its formation;
- (b) they have, and agree they will maintain, all requisite power, legal capacity, and authority to enter into and perform their obligations under this Agreement;
- (c) the performance by the Owner of its obligations hereunder does not, and will not, violate any agreements or obligations pursuant to which the Owner is bound;
- (d) this Agreement constitutes a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms, subject only to applicable bankruptcy, insolvency, re-organization, moratorium or other similar laws affecting creditors' rights generally and to equitable principles of general application; and
- (e) they will perform the Owner Responsibilities.

## ARTICLE 7 CONFIDENTIALITY AND OTHER ACTIVITIES

### 7.1 Confidentiality

Any Party that receives Confidential Information (the “**Recipient**”) from the other Party (the “**Disclosing Party**”) covenants and agrees that they shall not, nor shall they cause or assist any Person to, directly or indirectly, disclose to any Person or use for their own account or benefit or the account or benefit of any other Person, any Confidential information.

### 7.2 Other Activities of the Manager

The Owner acknowledges that the Manager and/or its Affiliates are engaged in or may become engaged in a variety of other businesses which may create a potential conflict of interest. The Owner acknowledges and consents to any and all such activities and agrees that nothing herein shall prevent the Manager or any of its Affiliates or any of their respective officers, directors or employees from having other business interests, even though such business interests may be similar to or competitive with the affairs of the Owner or any of their Affiliates, and the Manager and its Affiliates shall not be obligated to offer any business opportunities to the Owner or any of its Affiliates. The Manager and its Affiliates and their respective directors, officers and employees shall have the right independently to engage in and receive the full benefits from business activities whether or not similar to or competitive with the affairs of the Owner or their Affiliates, without consulting the Owner. The Owner acknowledges and agrees that the Manager shall have the ability and right from time to time to retain the services of an Affiliate to provide the Services as required at market pricing.

### 7.3 Remedies

The Parties acknowledge that a breach of the covenants contained in Section 6.1 may result in damages to the Disclosing Party such that the Disclosing Party shall not be adequately compensated for such damages by monetary award alone. Accordingly, the Parties agree that in the event of any such breach, in addition to any other remedies available at law or otherwise, the Disclosing Party shall be entitled as a matter of right to apply to a court of competent jurisdiction for, and obtain relief by way of, injunction, restraining order, decree or otherwise as may be appropriate to ensure compliance by the Recipient with such covenants. Any remedy expressly set out in this Agreement shall be in addition to and not

inclusive of or dependent upon the exercise of any other remedy available at law or otherwise.

## **ARTICLE 8 INDEMNIFICATION**

### **8.1 Indemnification of the Owner**

The Manager shall and does hereby agree to indemnify and absolutely hold harmless the Owner, for their own behalf and as trustee for their respective shareholders, directors, officers, employees, agents, and representatives from and against all Damages that any or all of them suffer or incur, or have imposed upon or asserted against them, in any way relating to, connected with, arising out of or resulting, directly or indirectly, from any of the following:

- (a) any breach or failure to perform or fulfill any covenant or obligation on the part of the Manager contained in this Agreement; and
- (b) any breach, inaccuracy, misrepresentation or incorrectness of any representation or warranty made by the Manager contained in this Agreement,

in each case except to the extent such Damages are caused by:

- (c) any fraudulent, negligent, or unlawful act or omission on the part of the Owner;
- (d) any breach or non-performance by the Owner of any of its obligations hereunder; or
- (e) any action or inaction taken by the Manager pursuant to the direction or instructions of the Owner.

### **8.2 Indemnification of the Manager**

The Owner shall and does hereby agree to indemnify and absolutely hold harmless the Manager, for their own behalf and as trustee for their respective shareholders, directors, officers, employees, agents, and representatives from and against all Damages that any or all of them suffer or incur, or have imposed upon or asserted against them, in any way relating to, connected with, arising out of or resulting, directly or indirectly, from any of the following:

- (a) any breach or failure to perform or fulfill any covenant or obligation on the part of the Owner contained in this Agreement; and
- (b) any breach, inaccuracy, misrepresentation or incorrectness of any representation or warranty made by the Owner contained in this Agreement,

in each case except to the extent such Damages are caused by:

- (c) any fraudulent, negligent, or unlawful act or omission on the part of the Manager; or
- (d) any breach or non-performance by the Manager of any of its obligations hereunder.



## **ARTICLE 9    TERMINATION**

### 9.1    Termination Rights of the Owner

After the first year of this agreement, the Owner may terminate this Agreement (a) immediately upon the occurrence of an Event of Default by the Manager that remains uncured for a period of five (5) days, or (b) upon provision of ninety (90) days' written notice to the Manager.

### 9.2    Termination Rights of the Manager

After the first year of this agreement, the Manager may terminate this Agreement (a) immediately upon the occurrence of an Event of Default by the Owner that remains uncured for a period of five (5) days, or (b) upon provision of ninety (90) days' written notice to the Owner.

### 9.3    Return of Records

Upon termination of this Agreement for any reason, each Party shall, within thirty (30) days of such termination, deliver to the other Party, or as that other Party may direct, a full and final accounting and all original records, documents and books of account relating to the Services and any Additional Services provided hereunder (other than proprietary systems owned by the Manager, provided that the Owner shall be provided reasonable access to such proprietary systems for a period of ninety (90) days following the effective date of termination), provided, however, that the Manager may retain copies of such records, documents and books of account for its own purposes. Where such data is in electronic form, it shall be made available in useable electronic format.

### 9.4    Final Balance

Upon termination of this Agreement for any reason, the Owner shall pay to the Manager, not less than thirty (30) days after the effective date of termination, all earned and unpaid amounts due to the Manager hereunder up to (and including) the date of termination.

## **ARTICLE 10   GENERAL**

### 10.1   Nature of Relationship

The Parties acknowledge and agree that the Manager shall be an independent contractor of the Owner, and it is not intended by entering into this Agreement that the Parties form a partnership of any nature whatsoever between them, nor is it intended by carrying out the terms hereof that they should be characterized as carrying on business in partnership. Each of the Parties shall not take or omit to take any action whatsoever which might reasonably result in any Person believing that the Parties are carrying on business in partnership and each of them shall cooperate to take all steps necessary desirable to avoid the creation of such an impression of partnership.

### 10.2   Notices

All notices and other communications hereunder shall be deemed to have been duly given if personally delivered or sent by nationally recognized overnight courier or registered mail, return receipt requested and postage prepaid, addressed as follows:

If to the Owner, to:

[Client Name]

[Client Address]

[Client Email Address]

If to the Manager, to:

Martello Property Services Inc.  
Attention: Warren Smithies, CEO  
Email: warren.smithies@martello.group

or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered (a) in the case of personal delivery, on the date of such delivery; (b) in the case of a nationally-recognized overnight courier, on the next Business Day after the notice was sent; and (c) in the case of mailing, on the third Business Day following posting.

### 10.3 Waiver

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

### 10.4 Further Assurances

Each Party shall act in good faith in performing its obligations and exercising its rights herein and shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable commercial efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

### 10.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discubilding ssions, whether oral or written, of the Parties pertaining thereto. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

### 10.6 Assignment

This Agreement may be assigned by the Manager in its sole and unfettered discretion. This Agreement may not be assigned by the Owner without the prior written approval of the Manager.

10.7 Successors and Assigns

All of the terms and provisions of this Agreement shall be binding upon the Parties hereto and their respective permitted successors and assigns.

10.8 Time of the Essence

Time is of the essence to every provision of this Agreement.

10.9 Amendments

This Agreement may not be modified or amended except by written agreement of the Parties.

10.10 Severability

If any provision of this Agreement or its application to any Party is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

10.11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in such province and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia, jurisdiction of Vancouver, for and in respect of any disputes arising out of, in connection with or relating to this Agreement.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, and delivered via facsimile, by electronic transmission in portable document format (PDF), or by other form of verifiable electronic signature, and each such counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement on the date first above written.

**Martello Property Services Inc.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name: Warren Smithies  
Title: CEO

**SCHEDULE "A"**  
**PROPERTY**

**[Property Address]**

## SCHEDULE "B"

### SERVICES AND SERVICE FEES

#### Services

- a) To use diligence in the management of the premises upon the terms herein provided, and to provide services for the renting, leasing, operating and managing of the herein described premises.
- b) To render monthly statements of receipts and expenses to the Landlord by the 20<sup>th</sup> of each month following and to remit monthly to the Landlord receipts less disbursements. If disbursements are in excess of the rents collected by the Agent, the Landlord hereby agrees to pay such excess promptly upon request of the Agent.
- c) To deposit all receipts collected for the Landlord less any sums properly deducted as otherwise provided herein in a Trust Account..
- d) To deduct from gross rent Non-Resident Tax where applicable and forward the tax to Revenue Canada. NR4 forms will be completed by Mar 31<sup>st</sup> each year. The Landlord is responsible for filing his/her own NRS Forms and is responsible for filing their Canadian taxes each year in order to obtain any refund due to them.
- e) Any funds received from the tenants as security and damage deposits, including pet damage deposits, will be held in a designated Trust Account, and will be released to the tenant at a maximum of two weeks from the end of their tenancy, less any agreed upon fees and/or damage repair bills as a result of their tenancy.
- f) To hold any personal information collected from the Landlord in strictest confidence, and to only release said information if authorized by the owner (ie: bank deposits), and where required by law (ie: Non-resident withholding tax submissions, etc).
- g) The Agent agrees to keep the following records with respect to rental property management services:
  - All tenancy agreements
  - Any financial statements including invoices for expenditures & accounting statements
  - Any written service agreements
  - A record of current tenants
  - A record of the security deposits & pet damage deposits paid by each tenant

## **Service Fees**

- **Lease-Up Fee**
  - o An amount equal to 50% of the first month's rent plus GST when a new tenant is required
- **Monthly Retainer**
  - o 10 % of rent plus GST (minimum fee is \$100 plus GST) payable via post dated cheques or e transfers dated the 1st of every month for the duration of the lease
- **Project Management**
  - o 10% of the value of any capital improvement projects which the Manager is retained to manage, and which exceed \$5,000.00 in costs for that project
- **Arbitration Fees**
  - o Submissions to the Residential Tenancy Branch and subsequent arbitrations on the Owner's behalf shall be billed on a one time-incurred basis per arbitration at \$1100 + GST.

## **SCHEDULE "C"**

### **Landlord Responsibilities**

- 1) The Landlord hereby gives the Agent the following authority and powers:
  - a) To advertise the availability for rental of the premises or any part thereof, and to display signs thereon; to sign, renew and/or cancel leases for the premises or any part thereof; to collect rents due; to terminate tenancies and to sign and serve on behalf of the Landlord such notices as are deemed needful by the Agent. To perform all other duties as deemed necessary to carry out the duties and responsibilities of the Landlord with regard to the Residential Tenancy Act of BC and related legislation.
  - b) To make or cause to be made repairs, maintenance, alterations or decorating on said premises; to purchase supplies and pay all bills. The Agent agrees to secure the approval of the Landlord on all expenditures in excess of \$500.00 for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Agent such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for by their tenancy.
  - c) To engage the services of reputable contractors required for the operating and maintenance of the premises. It being agreed that all contracts shall be deemed contracts of the Landlord and not the Agent and that the Agent may perform any of its duties through its attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention. The Agent shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing hereafter, except in cases of willful misconduct or gross negligence.
  - d) To make contracts for electricity, gas, fuel, water, telephone, window/gutter cleaning, rubbish hauling, landscaping and other services that the Agent deems necessary for the operation of the property or to maintain services to the tenants as called for by their lease.
  
- 2) The Landlord further agrees:
  - a) To save the Agent harmless from all damage suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his/her expense, necessary public liability adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the Agent in the same manner and to the same extent they protect the Landlord.
  - b) To advise the Agent in writing if payment of mortgage indebtedness, property or employee taxes or special assessments, or the placing of fire, liability, steam boiler, pressure vessel or any other insurance is desired.
  - c) If applicable, to handle the payment of their monthly Strata Fees and their yearly Property Taxes and to ensure their correct home address is registered with the city to ensure Empty Homes Tax and Speculation Tax notices are being sent to their home



address and are received, and to ensure that the declarations are completed each year for both the Empty Homes Tax and the Speculation Tax. The Landlord will also make sure to review their monthly minutes and any minutes from an SGM or the AGM, and will ensure any special levies are paid directly by them to the Strata Corporation.

- d) To authorize the Agent to deduct the monthly management fee, leasing fee, the yearly evictions coverage fee, the cost of repairs and maintenance and any other expenses necessary for management of the Landlords property.