

**PROPERTY MANAGEMENT AGREEMENT
RESIDENTIAL BUILDING**

Between the Owner:

Date: _____

OWNER

Name(s) _____

Owner(s) Address: _____ City: _____ Province: _____

Postal Code: _____ Cell#: _____ Res#: _____

E-mail (for monthly statements & correspondence): _____

(Owner)

AND

CHAMBERLAIN PROPERTY GROUP INC.

104-399 Main Street

Penticton, BC

V2A 5B7

(Manager)

CHAMBERLAIN

P R O P E R T Y G R O U P

1. BASIC TERMS

1.1 "Property" means the property, building and other facilities located at:

Civic Address: _____ City: _____

Province: _____ Postal Code: _____ PID: _____

Legal Description: _____

1.2 "Commencement Date" is _____;
and "Fees, Disbursements and Expenses" means all amounts set out and described in the Schedule of Fees, Disbursements and Expenses attached hereto as Schedule A.

2. APPOINTMENT

2.1 The Owner hereby appoints the Manager to provide the management, administration and maintenance services in respect of the Property as set out in this Agreement.

3. TERM AND TERMINATION

3.1 The appointment of the Manager shall commence on the Commencement Date and shall continue until terminated in accordance with the provisions of Section 3.2.

3.2 This Agreement and the appointment of the Manager shall be for an initial term of one year, commencing on the Commencement Date, and shall be automatically renewed from time to time thereafter for further one-year periods, unless terminated as follows:

at any time, by the Owner, upon written notice to the Manager, along with the payment by the Owner to the Manager of the cancellation fee set out in Schedule "A" attached hereto; effective on the expiration of the initial term or any subsequent renewal term, as the case may be, by either the Owner or the Manager delivering a notice of termination in writing to the other party not less than (3) three months prior to the effective date of such termination; or at any time and without notice by either party upon the bankruptcy, receivership, dissolution or winding up of the other party. (As set out in "Schedule A" attached.)

3.3 Upon the termination of this Agreement in accordance with Section 3.2, all obligations and liabilities of the Manager shall cease, but the parties shall remain entitled to, and obligated and liable for, all rights, obligations and liabilities existing at or relating to any period prior to the effective date of termination.

3.4 Upon any termination, the Owner shall continue to be responsible for the payment to the Manager of all Fees, Disbursements and Expenses owing to or incurred by the Manager in the performance of its duties hereunder, whether earned, incurred or paid by the Manager before or after such termination. The Manager may retain for ninety (90) days after termination a holdback of one-half of any amounts collected hereunder during the last calendar month this Agreement was in effect and may deduct from or payout of those funds such Fees, Disbursements and Expenses, provided that if the holdback is not retained by the Manager or if it is insufficient, the Owner agrees to reimburse the Manager promptly upon demand for all such Fees, Disbursements and Expenses.

4. DUTIES OF THE MANAGER

4.1 Throughout the term of this Agreement, the Manager will, (directly or indirectly through its employees, agents, contractors, service providers and suppliers) and subject to any lawful and reasonable directions and policy decisions of the Owner which are consistent with the terms of this Agreement:

Overall Control

4.1.1 Carry out the overall control, management and administration of the Property, including the day-to-day maintenance;

Collect Rents

4.1.2 Collect the rents from the tenants of the Property, give receipts therefore and, if necessary, take such steps to collect overdue rents as the Manager may consider appropriate;

Enforcement of Rules

4.1.3 Carry out, on behalf of the Owner, the enforcement of the lawful rules and regulations established for the Property, provided that all costs and expenses incurred by the Manager in connection with such enforcement, including without limitation all legal fees and disbursements, shall be paid by the Owner and be the sole responsibility and liability of the Owner;

Statement of Accounts & Records to be kept by the Brokerage for the Owner

4.1.4 Furnish to the Owner a monthly statement in the Manager's then current standard form of the accounts of the Property, with reference to the rents and income received and Fees, Disbursements and Expenses paid or deducted by the Manager;

The Manager agrees to keep the following records on behalf of the Owner. Monthly Rental Owner Statement, Tenancy Agreements, Rental Applications, Credit Checks, Vendor Invoices, Pre-authorized Debits, Credit Agreement with Owner (PAC), Pre-authorized Debit Agreement with Tenant (PAD)

Construction and Maintenance Management

- 4.1.5 Upon request by the Owner, and subject to agreement by the Manager to accept such responsibility, oversee and manage any maintenance, repair construction, reconstruction, alteration or renovation of the Property required as a result of fire or other damage to the Property or otherwise undertaken by the Owner.

Rental Agent

- 4.1.6 Act as the rental agent of the Owner for the purposes of renting or leasing premises on the Property to tenants, and in that connection the Manager will
- a. hold and administer tenants' security deposits on behalf of the Owner in accordance with applicable laws and regulations; and
 - b. negotiate, sign, renew and cancel on behalf of the Owner leases of premises on the Property for terms not exceeding one (1) year.

Advertising

- 4.1.7 From time to time, upon consultation between the Owner and the Manager, will run print based and online advertising and charge the Owner the actual cost to the Manager of any such advertising. The Owner acknowledges that other advertising agencies offer list compiling services not related to the Manager and advertising by those parties while believed to be beneficial, is not under the direct control of the Manager.

Tenant Placement

- 4.1.8 From time to time as and when required: advertise the Property for lease; screen prospective tenants; show the property to prospective tenants; conduct credit checks through a credit reporting agency as the Manager deems appropriate from time to time; take and process rental applications; check references and make such investigations of the references of prospective tenants as the Manager considers prudent; approve tenancies; administer tenancy agreement documents; conduct and process written walk through inspections with incoming tenants; oversee any re-keying of locks necessary at start of tenancy.

Rent, Security Deposits, Statements

- 4.1.9 Be responsible for: rent collection; direct bank deposits into Owner's bank account or other funds remittance as direct by Owner; by the middle of the month after rent collected monthly statements; yearend categorized statements for tax purposes (unaudited); provide Owner with copies of any invoices or bills paid on their behalf. Security deposits and pet deposits will remain in the Manager's trust account until the end of the tenancy and will be administered under the sole discretion of the Manager according to the Residential Tenancy Act of British Columbia.

Quarterly Inspections

- 4.1.10 Inspections of the Property are conducted automatically every three months for an additional fee, unless notified otherwise per the Owner's or the Owner's insurance providers requirements. Any such written inspection request shall include complete details as to the extent, number, frequency and type of such inspection required by the Owner or the Owner's insurance provider. The Owner shall pay the Manager a routine inspection fee for each such inspection as set out in Schedule "A" attached hereto.

End of Tenancy

- 4.1.11 Conduct inspections after tenant move out and prior to return of security deposit; cost estimate of any repairs or maintenance required to restore Property to condition at time of tenancy commencement and handle any security deposit deductions according to Residential Tenancy Act of British Columbia.

Residential Tenancy Arbitration

4.1.12 Oversee and conduct arbitration hearings as outlined under the Residential Tenancy Act of British Columbia. All costs and filing fees associated with arbitration hearings will be borne by the Owner and charged against the Owner's account.

Financial Judgements and Delinquent Accounts

4.1.13 At the sole discretion of the Manager and only after a Residential Tenancy Branch arbitrator's judgement, pursue collections, file financial judgements and garnishee documents in provincial court, and exercise other legal methods of collecting funds owed pursuant to financial judgments. All such funds collected through methods undertaken by the Manager shall be deposited into the Manager's trust account and subject to a collections fee as set out in Schedule "A" attached hereto. The balance will be remitted net of all associated costs and fees to the Owner's account.

5. Authority of the Manager

5.1 The Owner hereby grants to the Manager the full power and authority in the name of the Owner and on behalf of the Owner and at the expense (subject to Section 5.2) of the Owner:

General

5.1.1 To exercise all the powers and authority of the Owner in connection with the Property;

Repairs

5.1.2 To make or cause to be made repairs or alterations to the Property that may be advisable or necessary in the reasonable opinion of the Manager, and to purchase the supplies that may be necessary for the purposes of carrying out such repairs or alterations or otherwise carrying out the Manager's duties hereunder (All repairs at a cost that exceeds \$500 shall be approved by the Owner and it is further provided that all costs, fees and expenses associated with such repairs and alterations shall be borne by the Owner);

Circulars

5.1.3 To prepare and distribute such circulars and notices from the Owner to the tenants of the Property that may be required from time to time;

Contracts

5.1.4 To make contracts in the name of, and for the account of, the Owner for electricity and other utilities, telephone, cable, landscaping maintenance, building and elevator maintenance, garbage removal, janitorial services and other services, it being understood that the Manager may from time to time provide the services of employees of the Manager for operation and maintenance of the property, and in such event the Manager will be entitled to charge the Owner reasonable additional fees for such services.

Contributions

5.1.5 To collect and receive all rents and revenue and income due from the Property, to make all reasonable adjustments, allowances and abatements thereto, and to deposit such rents, revenue and income in the trust account of the Manager for the benefit of the Owner.

Legal Action

5.1.6 On non-payment of rent or other amount by a tenant, to take legal action, to retain and instruct counsel and to sign and deliver all documents and take all steps necessary to prosecute and dispose of such actions as agent for and on behalf of the Owner (provided that all costs and expenses of such actions, including legal fees, shall be borne by the Owner);

Accounts Payable

5.1.7 Out of the trust funds of the Owner, to pay such accounts payable by the Owner in connection with the Property as the Owner and Manager shall agree upon, such as mortgage payments and property tax payments, and make any other expenditure necessary to comply with and abide by any law, regulation, rule or order of any governmental or other authority affecting or concerning any part of the Property;

Settlements

5.1.8 To settle, adjust or refer to arbitration or other decision any account, reckoning or dispute whatsoever between the Owner and any person other than the Manager respecting the Property, and to pay or receive any monies payable or awarded in respect thereof;

Breaches

5.1.9 To deal promptly with any breach or violation of the lawful rules or regulations established for the Property and with any emergency arising in connection with the maintenance and operation of the Property, and in that regard the Manager will promptly report to the Owner any emergencies or a persistent, flagrant or serious violation of such rules or regulations; and

Employees & Contractors

5.1.10 If necessary, to hire, discharge and supervise any and all employees and independent contractors required for the operation and maintenance of the Property, it being understood that all such employees and contractors will be deemed to be employees or contractors of the of the Manager and all wages, salaries, fees and related expenses will be the responsibility of the Manager will be responsible for the acts, defaults or negligence of such employees or contractors if reasonable care has been exercised in their appointment and retention.

Spending

5.2 Notwithstanding Section 5.1 and 5.1.2, the Manager will not make any expenditure without the prior approval of the Owner, except for:

5.2.1 Expenditures provided for in a budget approved by the Owner or which are otherwise recurring; or

5.2.2 Expenditures required, in the discretion of the Manager, to protect the Property from damage or to maintain services to the Property in the event of an emergency.

Owner Draw of Balance at Mid-Month

5.3 The Owner hereby authorizes and directs the Manager to payout and deduct from all income collected, by the following:

5.3.1 payout all Fees, Disbursements and Expenses, and all other amounts payable by the Manager pursuant to this Agreement or on behalf of the Property or Owner, together with such additional allowance as the Manager shall in consultation with the owner, consider necessary to meet estimated future expenses;

5.3.2 deduct all charges and penalties and reimbursements payable by a tenant as set out in a tenancy agreement including, but not limited to, NSF charges, late rent payment penalties and other such charges or penalties or charges collected by the Manager from the tenant; and the property manager shall retain all NSF and late fee charges.

5.3.3 to deduct administrative fees, government filing fees, postage costs, advertising costs, and other such fees and costs as may be necessary to carry out management duties, out of the funds of the Owner held in the Manager's trust account from time to time and to remit the net balance on a monthly basis as directed by the Owner.

6. COVENANTS OF THE OWNER

Remuneration

6.1 The Owner shall promptly pay to the Manager all Fees, Disbursements and Expenses and all such other amounts payable to the Manager pursuant to the terms and conditions of this Agreement: such pay to be deducted from monthly rentals

Duties of The Owner

6.2 The Owner shall:

Indemnity

6.2.1 Indemnify and save the Manager harmless from all damages, costs and claims and expenses suffered or incur by the Manager:

- In the course of carrying out its duties under this Agreement;
- As a result of any act or omission by the Manager at the direction of the Owner, whether such direction was given in writing or orally; and
- Otherwise in respect of the Property or as a result of the Manager fulfilling or attempting to fulfill any of its obligations hereunder in good faith. And to forthwith pay to the Manager the full amount claimed by the Manager pursuant to any claim for indemnification delivered by the Manager to the Owner during or after the term of this Agreement;

Documents

6.2.2 Promptly furnish to the Manager all documents, records and other things available to the Owner which may be required by the Manager from time to time to carry out its duties under this Agreement; and

6.2.3 Promptly execute and provide to the Manager all notices, appointments and other documents required to empower the Manager to act on the Owner's behalf in accordance with this Agreement.

7. GENERAL

Abide by Laws

7.1 The Owner and the Manager shall abide by all laws, rules, regulations and policies of any governmental authority applicable to the Property from time to time.

Signs

7.2 The Manager shall be permitted to place one or more discreet signs on the Property indicating it is the manager of the Property.

Amendments

7.3 Any amendments to this Agreement will be effective only if in the form of a written addendum and duly signed by all parties.

No Set-Off

7.4 The Owner shall not be entitled to set off against any remuneration or other monies payable to the Manager under this Agreement, any uncollected arrears of rent or other monies payable by tenants of the Property or any other uncollected amounts payable to the Owner.

Personal Information

7.5 The Owner hereby consents to the collection, use and disclosure, by the Manager and the managing broker(s), associate broker(s), and representatives(s) associated or related with the Manager (Collectively the Licensee(s)), the real estate boards of which the Brokerages are a member and Licensees, of personal information about the Owner and any tenant for all purposes consistent with the transaction contemplated herein and for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Disclosure of Representation in Trading Services

Agency Disclosure

7.6 The Owner acknowledges having received, read and understood the brochure published by the British Columbia Real Estate Association entitled Disclosure of Representation in Trading Services and acknowledges and confirms the Owner has an Agency relationship with the Manager.

No Undisclosed Fees

7.7 The Manager shall not collect or charge any undisclosed fee, rebate or discount other than charges permitted or contemplated by this Agreement.

Insurance

7.8 All insurance required in connection with the Property from time to time shall be the sole responsibility of the Owner and the Manager will have no responsibility to review, monitor or advise the Owner with respect to insurance unless specifically agreed to in writing by the Manager. The Owner will ensure that comprehensive general liability, fire and other insurance sufficient to fully protect the Property and the parties hereto is maintained at all times and that the Manager is a named insured under all of such policies (where possible with Owner's insurance provider, and the Owner will provide proof and full particulars of such insurance to the Manager at any time upon request.

Notice

7.9 Notice may be given by either party to the other only in writing, by delivering or emailing the same or by mailing the same by prepaid registered post to the other party's address set out at the beginning of this Agreement, or to such other address or addresses within Canada as either party may give notice of to the other, and any such written notice will be deemed to be received upon delivery or transmission, if delivered or emailed on the fourth (4th) business day after the date of mailing, if mailed by prepaid registered post.

Enurement

7.10 This Agreement will enure to the benefit of and be binding on the parties hereto and their respective successors and assignors.

Additional Notes:

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

Owner: _____

Witness: _____

Owner: _____

Witness: _____

Manager: _____

Witness: _____

Broker Owner: _____

Witness: _____



Schedule "A"
CHAMBERLAIN PROPERTY GROUP
Management Service Fees

The Owner shall be responsible and liable for, and shall pay to the Manager, the following fees, disbursements, and expenses:

Account Set-Up Fee:

A one time, per property fee in the amount of \$100 + GST ONLY will be paid to Chamberlain Property Group Inc. prior to the commencement of the provision of property management services, including advertising of the rental property. If suitable tenants are placed in the rental property promptly, any remaining funds will be returned to the rental owner.

Administration Fee/Construction Management Fee:

Where the Manager agrees to perform construction and maintenance supervision or management pursuant to Section 4.1.5 of this Agreement, a fee in an amount equal to 10% of the aggregate of all amounts paid on the Owners behalf for the maintenance of the Property, provided no such fee shall be chargeable on amounts paid for municipal utilities, electricity or natural gas excluding any GST amounts.

Cancellation Fee:

This contract can be canceled with 3 months written notice prior to the beginning on the next month. The cancellation fee will equal the management fees that would have been owed for the remainder of the current tenancy agreement. If property is vacant, the cancellation fee will be equal to 3 months of management fees based on the rental amount from the last tenancy agreement.

Financial Judgments and Delinquent Accounts Fee:

Pursuant to section 4.1.13 of the Agreement, a financial judgment and delinquent collection fee in an amount equal to 25% of the aggregate of all amounts of judgment/settlement and or delinquent account collection. A filing fee of \$100.00+GST and any proceeding costs (\$1000+GST) will be charged to start any proceedings.

Inspection Fees and Service of Notices:

Pursuant to 4.1.10 the Manager shall inspect the Owners property twice a year at no cost, additional inspections at a cost of \$150+GST. Move in and move out inspections are at no additional cost as they are included in property management services. Service of any Notices will be charged at a cost of \$150+GST.

Late Rent/NSF Fees:

The Manager will collect & retain \$25.00 fee for both late rent and any NSF's from the tenant to compensate Chamberlain Property Group Inc. or LATE/ NSF collection processing.

Tenancy Placement Fee:

A one-time tenancy placement fee for each placed tenant, in an amount equal to 50% of rent plus GST collected for the first month of the applicable tenancy with a minimum charge of \$350. Such amount is in addition to the applicable rent collection and management fee and is due and payable on the commencement of applicable tenancy.

Tenant Lease Renewal Fee:

To assist the owner in avoiding vacancies the property Manager will contact the landlord and with their permission contact the tenant to arrange for the tenant to enter into a 1-year lease renewal. A Tenant Lease Renewal fee of \$500+ GST will be paid to the Property Manager upon commencement of the new lease.

Rental Management Fee:

A monthly rental management fee in an amount equal to _____% of gross rent collected from the tenant each month. Rentals less than one (1) year will pay an amount equal to 15% of gross rent collected. All rentals less than one (1) month will pay an amount equal to 40% of gross rent collected. A minimum fee of \$100.00+GST per month will apply. Such monthly fee plus GST is due and payable, when collected and paid monthly to the manager upon each payout to the owner.

All property management fees will be deducted from Owner's income monthly.



Rental Property Agreement

Address: _____ Type: _____

Home Size: _____ sq ft Fenced Yard: Yes: _____ No: _____ Age of Property: _____

Number of Bedrooms: _____ Number of Bathrooms: _____ Storage Unit#: _____

Additional Rooms: _____ Parking Type: _____ Parking Stall #: _____

Heating Type: Electric Baseboard _____ Natural Gas Furnace _____ Gas Fireplace _____

Wood Fireplace _____ Woodstove _____ Pellet Stove _____

Air Conditioning? Yes: _____ No: _____ Appliances Provided: Fridge _____ Stove _____

Dishwasher _____ Microwave _____ Washer/Dryer _____

Utilities Included: Electricity _____ Gas _____ Water _____ Cable _____ Internet _____

Location of water shut off: _____

Restrictions: Pets Allowed: Yes _____ No _____ Children Allowed: Yes _____ No _____

Smokers Allowed: _____

Owner Information:

To be paid by Owner(s): Water _____ Sewer _____ Taxes _____ Garbage _____

Electricity _____ Gas _____

Owner(s) Insurance Broker: _____ Insurance Company: _____

IT IS UNDERSTOOD AND AGREED THAT OWNER(S) SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ADEQUATE INSURANCE ON THE PROPERTY



LANDLORD INFORMATION FOR DIRECT DEPOSIT

I authorize CHAMBERLAIN PROPERTY GROUP INC. TO DIRECT DEPOSIT RENTAL INCOME INTO MY BANK ACCOUNT.

NAME(S): _____

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Financial Institution: _____

Bank Account Number: _____ Transit Number: _____

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Authorized Signature(s): _____

Authorized Signature(s): _____

HELP US ENSURE THAT YOUR DEPOSIT INFORMATION IS CORRECT - PLEASE ATTACH A VOID CHEQUE!

