

Name:	
Address	

Re: Property Management Agreement – Investor Services

AWM-Alliance Real Estate Group Ltd. currently manages more than 22 million square feet. We provide professional services for both leasing and managing all property types in British Columbia. We are a full-service Real Estate office, licensed, bonded and supported by a number of individuals that are accredited professionals, including our financial services team, many with the CPA/CGA designations.

Our executive management team has extensive experience, with a combined 150 plus years and we deliver this expertise to every client, every day. **AWM-Alliance Real Estate Group Ltd.** is an industry leader since 1997 and has achieved a reputation delivering a high level of communication, competency genuine interest and integrity. We are confident that we can deliver the services required in the management of your investment property.

If you have any questions, please feel free to contact our office or visit us at www.awmalliance.com for more information and our corporate video introduction.

Best regards;

[Property Manager]

AWM-Alliance Real Estate Group Ltd.

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212-1200 Alpha Lake Road
Whistler, BC V8E 0H6

PROPERTY MANAGEMENT SERVICES AGREEMENT

Investor Single Unit Property

THIS AGREEMENT made on this ____ day of _____, _____.

BETWEEN

(hereinafter called the "Owner")

OF THE FIRST PART

AND

AWM-Alliance Real Estate Group Ltd.

A company duly registered to carry on business in the Province of British Columbia hereinafter described. (hereinafter called "AWM")

OF THE SECOND PART

WHEREAS: _____ **Owner of the Properties (hereinafter called "the Property") located in the City of _____ in the Province of British Columbia and at the civic address described as:**

"PIPA" means the "*Personal Information Protection Act*" and amendments thereto and any regulations or rules adopted pursuant to the same act.

"RESA" means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;

AND WHEREAS the Owner is desirous of appointing a Manager for the Property, effective _____202__;

NOW THEREFORE in Consideration of the Premises and of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

1. The Owner hereby appoints AWM as Manager of the Property and AWM agrees with the Owner to accept such appointment and to inspect, manage and maintain the Property and to do all acts and things with respect thereto as may in the discretion and judgment of AWM be in the best interest of the Owner.

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2. The Owner understands that in the event the Manager also provides strata management services for the same Strata Corporation wherein the unit is located (In accordance with RESA):
- a) The Manager intends to provide real estate services to the strata corporation as a “primary client”, and can only provide limited representation to the Owner;
 - b) The Manager will not be able to:
 - (i) Disclose to the owner any confidential information about the primary client,
 - (ii) Maintain the confidentiality about the Owner,
 - (iii) Act in accordance with the Owner’s instructions, if acting in accordance with those instructions would lead the Manager to breach any of the Manager’s obligations to the primary client, or
 - (iv) Act in the Owner’s best interests, if those interests’ conflict with the interests of the primary client,
3. Therefore, AWM is authorized with respect to the Property:
- a) to collect all rents and other income from the tenant(s) of the Property and promptly and directly deposit such monies in a AWM Trust account in the name of the Owner (with money being hereinafter termed "income"). To deposit all receipts of the Tenants into the appropriate trust account or accounts in accordance with the provisions of RESA, such trust accounts to be separate from the AWM corporate accounts and deposited with an institution qualified to engage in the credit union, banking, or trust business and to transfer funds between such accounts as may be appropriate. AWM currently banks with HSBC Bank Canada.
 - b) to hire at competitive rates such persons as may be necessary for the proper maintenance of the property, and to ensure that the contractors and/or trades people that are involved with, or that undertake repair work on/in the property, are conducting their work properly and efficiently on account for the Owner and are insured and in compliance with WorksafeBC as applicable.
 - c) to purchase at current rates all supplies, and other materials necessary for the proper maintenance of the property on account for the Owner.
 - d) to arrange for all such incidental repairs and alterations to the Property as AWM-Alliance may deem necessary and expedient from time to time on account for the Owner.
 - e) to provide tenant co-ordination services, to use its best efforts to obtain tenants from time to time, as vacancies occur, to determine the rent, the duration, the terms and conditions of all leases or tenancies and renewals thereof, consistent with the governing Provincial Legislation, and for a fee as stated in section 8 and or Schedule B of this agreement.
 - f) “Insurance”

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Upon specific written direction from the Owner, AWM may assist the Owner in obtaining an insurance appraisal or placing insurance on the property. AWM recommends that an insurance professional be consulted to determine the proper insurance coverage is obtained. Some of the insurance coverage that should be discussed with the insurance professional are:

Property Insurance/Appraisal – Upon the direction of the Owner, to secure annual updates to the insurance, an appraisal for the property as required and to renew insurance policies as they expire. All insurance appraisal costs, and premium costs shall be expenses of the Owner;

Liability Insurance – Upon direction, AWM may assist the Owner to place and maintain, at the expense of the Owner, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Owner. Such insurance policy shall list AWM as additional insured and shall be applicable to any indemnification of AWM by the Owner as required under this Agreement.

Rental Loss Insurance - The Owner understands it is their responsibility to have adequate insurance coverage and in addition to such coverage related to rental loss in the event the tenancy and therefore rental income is disrupted for whatever reason.

Improvement Insurance – The Owner understands it is their responsibility to upgrade insurance coverage for any improvements to flooring, appliances, or any other items in the unit.

Deductible Insurance – The Owner understands it is their responsibility to have deductible insurance if there is a loss originating in their unit, and the strata charges back to the Owner the deductible applicable under the strata Corp policy.

Availability of Insurance – When assisting the Owner in obtaining the insurance, AWM shall attempt to obtain such insurance on commercially reasonable terms including any deductible coverage. AWM shall have no liability to the Owner if such insurance is not available at all or it is not available on commercially reasonable terms or if the Owner elects not to maintain any or all such insurance.

Agents Insurance – The Agent shall maintain such insurance and bonding as is required by RESA.

AWM agrees that it shall not make or incur under the aforementioned Section 2 any single non-recurring expenditure in excess of One Thousand Dollars (\$1,000.00) without securing the consent of the Owner, unless any such expenditure shall be of an emergency necessary for the safety and well-being of the Tenant(s), and in the best interest of the Property, in which case AWM is authorized by the Owner to take such action as is necessary at the Owner's expense to rectify the emergency situation.

Power of Attorney- To enable the Manager to perform efficiently its obligations under this contract, the Owner shall concurrently with the execution of this Contract execute a Power of Attorney in the form attached as Schedule A appointing the Manager as the Owners true and lawful attorney for certain and specific purposes.

- i) Signing Authority – To ensure that at least one managing broker of AWM shall be a signing authority in order to withdraw or transfer funds from the operating fund trust account. If

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contingency reserve and / or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of AWM.

4. The appointment of AWM hereunder shall commence on DATE_____ and shall be for a one year term automatically renewable each year, subject to termination by the Owner or at any time from the commencement date by written notice of not less than One (1) full Months Notice in each year after the first year.

5. AWM agrees to pay each month from the income received from the Property, or otherwise with funds received from the Owner, accounts rendered to AWM which are properly chargeable against the operation of the property during the appointment as manager hereunder. The Owner agrees that in the event that income shall not be available to AWM to pay such accounts the Owner will pay them or provide funds to AWM to do so.

6. AWM also agrees that it will, during its appointment as Manager hereunder:
 - a) pay from income, the insurance premium, property taxes and any other fees and mortgage payments to the extent that the payment of these charges are the responsibility of the Owner and provided that AWM has received separate written instructions with reasonable advance notice from the Owner to do so.

 - b) pay to the Owner all security deposit funds received and that the Owner shall arrange to hold same until or as required by AWM in accordance with any Tenancy Agreement or Lease. AWM shall record security deposit(s) paid in the monthly financial statements for the Owner's account. AWM will hold security deposit funds on behalf of and that are the responsibility of the Owner provided AWM has received written instructions from the Owner to do so.

 - c) Bank Statement – To provide the Owner with a copy of each monthly bank statement for each trust account within thirty (30) days of receipt of such bank statement, consistent with the terms of RESA.

 - d) Deliver to the Owner hereof a cheque (or by electronic funds transfer) for the difference between the total income received by AWM during the preceding calendar month and the total of the disbursements shown on the statement and management fees owing to AWM which shall be computed as hereinafter provided. The Owner shall provide to AWM proper and required banking information for deposit of monthly revenue to the Owner's account.

 - e) Records – To keep full and detailed records of the transactions of the Property and to retain such records for such time as required by RESA and the Act, and to make available for inspection at the request of the Owner, all the Property documents, accounts and records which the AWM may have and any such material shall be made available to the Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of AWM;

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- f) Diligently carry out and perform all its duties and obligations under this agreement.
 - g) Emergency Services – To maintain a 24-hour Live Agent emergency contact service such that the Tenant or Owner can contact AWM with respect to matters affecting the property outside business hours;
 - h) Use and Disclosure of Property Information and Personal Information of Owners – To collect, use and disclose information respecting the property, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the property and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the property, including the provision of documentation and information as required by the Act to facilitate the leasing of the property which shall include its distribution to the Owner’s real estate licensees, potential tenants, purchasers, and their conveyancers, governmental authorities, Owners’ mortgagees or other authorized requestors in accordance with the Act;
7. AWM shall not be liable to the Owner for any arrears of rentals or other payments due from tenants or any other person with respect to the operation of the Property. That the Owner shall not be entitled to set off against AWM Fees or any other monies payable to the AWM under this Agreement, any uncollected rent, special levies or user fees or other monies owed the Owner.
- AWM is authorized by the Owner, but shall not be obligated, to take any legal proceedings available to the Owner for the recovery of any rent due and unpaid, to settle, compromise or discontinue any such proceedings and to enter and to recover by distress all sums of monies due and owing for rent or other indebtedness for which distress may be made. In case of breach of covenant or condition of lease by any tenant or occupant of the property AWM will take such proceedings by re-entry or action as it may think fit, or as the Owner shall direct, all in the name and expense of the Owner. All the above circumstances are to be in accordance with prevailing Provincial Legislation.
8. In consideration of the services to be performed by AWM pursuant to this agreement, the Owner agrees to pay AWM by way of deduction from income, a fee equal to \$_____ plus applicable taxes, minimum, per month during the initial term of its appointment under this agreement. In addition, the Manager shall be entitled to retain \$20.00 of any levied NSF charge or other returned charges of \$30.00 as a handling fee. The Owner further agrees to pay for costs associated to copy and postage of documents and correspondence related to the property and this agreement at charges prevailing from time to time and any banking fees and electronic services costs including EFT. All applicable taxes are in addition to the stated fees.
9. The Owner agrees to assume and indemnify AWM against all obligations of which AWM undertakes for the Owner pursuant to this agreement.
10. Upon vacancies, AWM will use its best efforts to obtain suitable tenants for the property of which may include advertising in AWM’s website, online advertising or other social media outlets at the cost of the Owner. A fee shall be payable to AWM for the leasing of any particular unit during it’s appointment as

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stated herein, such fee not to exceed the greater of \$_____ or two month's net rent payable (courtesy to cooperating Lease Agents may be additional). The fee shall include all required showings of the property to prospective tenants, documentation including application, Tenancy Agreement and condition inspection report. This fee does not include a furniture inventory in the case of a furnished rental. All inventory reporting and tracking is the responsibility of the owner. Additional fees will be charged for any required credit report and advertising at actual cost. In addition, AWM will charge a fee equal to one month's net rent for any renewal of an existing lease for a further term.

- 11.
- a) The Owner agrees that in the event of the sale of the Property during the appointment of AWM under this Agreement, the Owner will give AWM One (1) full months notice and AWM agrees to terminate its management services. In the event the new Owner will observe and perform the obligations of the Owner under this agreement AWM will waive the fee obligation as stated herein.
 - b) Exclusivity – That the Owner, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of AWM, to perform services the same as or similar to the services the employee performed for the AWM unless agreed to in writing by the AWM;
 - c) If required and following written instruction, AWM can administrate the owners non-resident tax withholding account that if required if the owner resides outside of Canada. An annual fee of \$750 is charged for this service and AWM is required to withhold and remit up to 25% of the gross income to Revenue Canada. Any additional costs associated with the withholding account will be for the account of the owner at actual cost, including additional time of the manager. The Owner will indemnify and save harmless the Manager from all costs, fees, penalties and other sums payable that are related to the Owners non-resident tax status/account.
 - d) The Owner shall confirm that AWM will arrange to pay any applicable civic property taxes or any applicable foreign owners taxes for the property as long as AWM has received the written authority to do so at least two weeks in advance (unless otherwise waived by AWM) and that the Owner has funds available to settle such account or will provide funds to do so at least two weeks in advance to AWM. In any event AWM shall not be responsible for the lack of any payment of property taxes if advance authority is not provided as stated herein.

12. Upon termination of the appointment of AWM under this Agreement:

- a) AWM shall as soon as possible thereafter render to the Owner a final statement of income received and disbursements made relating to the Property and pay over any balance remaining to the credit of the Owner

(less any amounts necessary to satisfy obligations to others incurred by AWM for the Owner prior to the date of termination), and AWM-Alliance shall surrender to the Owner the lease and or any tenancy agreement and contracts which the Owner shall reimburse AWM for any costs in connection with the reproduction of documents and information which AWM in its discretion feels it should retain to support and/or verify its actions during the term of this agreement in

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accordance with RESA and such undertaking being given, AWM shall release the Owner from its obligations to AWM.

13. Notwithstanding any other provision of this agreement, the Owner agrees to indemnify AWM from all claims and liability for injury to any third party or parties and for damage to property owned by any third party or parties and arising from acts done or undertaken by AWM pursuant to this agreement other than any claim or liability which shall arise from the negligence or willful misconduct of AWM.

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

AWM-Alliance Real Estate Group Ltd.

Client Approval

X

Property Manager

Date(MM/DD/YYYY): _____

X

Owner

Date (MM/DD/YYYY): _____

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SCHEDULE A POWER OF ATTORNEY

Owners: _____ (Here and after referred to as "owner")

Property Address: _____

Together with an interest in the common property in proportion to the unit entitlement of each of the Strata Lots.

KNOW ALL MEN BY THERE PRESENTS THAT the "OWNER" by these presents DOES NOMINATE, CONSTITUTE and Appoint AWM ALLIANCE REAL ESTATE GROUP LTD., a British Columbia company having an office at Suite #401-958 West 8th Avenue, Vancouver, British Columbia, Canada, V5Z 1E5 (the "MANAGER") my/our Attorney with power of substitution in accordance with the Power of Attorney Act (British Columbia) and to do on my/our behalf anything that I/we can lawfully do by an attorney in connection with management, rental and maintenance of the real property civically and legally described above including to vote and to appoint a proxy to vote in respect to the Unit at any and all meetings of the owners of the said Strata Plan and at any and all adjournments thereof EXCEPT THAT the Manager shall not have the power to sell the Unit, to mortgage the Unit, nor to compromise or discharge any mortgage of the Unit, or any other similar activity.

IN WITNESS WHEREOF, the Owner has duly executed the power of Attorney this _____ of _____, _____.

Signed in the presence of:

Witness

Owner's Signature

Address

Owner's Signature

Occupation

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SCHEDULE B

FEE SCHEDULE

- Litigation Support & Historical Research: Property Manager \$125.00/hour (plus G.S.T), Support Staff \$75.00/hour (plus G.S.T)
- Administrator/Storage Fee, hard copy and electronic (not to exceed \$30.00 per annum)
- Copy/Scanning Costs: \$0.25/page plus G.S.T.
- Mailing Costs: Current Postal Rates (plus G.S.T)
- Communications (electronic connection & platforms ie. zoom) A fee of \$150.00 per annum (plus applicable taxes) for administration costs, expenses related to agreements, forms and industry associations support, subject to change on 60 day notice.
- Additional fees: Support staff to attend meetings: \$75.00/hour (plus G.S.T), or \$50.00/hour (plus G.S.T) for attendance at the Agent's office for review of records.
- Non-Residents: a cost of \$750/per year (plus G.S.T) to pay the monthly non-resident remittance and all associated monthly paperwork management.

SPECIAL TERMS:

- Trust Accounts: The Owner authorizes and directs the Agent to open and deposit all receipts in a separate trust account in the name of "AWM-Alliance Real Estate Group Ltd., in trust for the Owner" in an institution qualified in the banking or trust business in Canada. The Agent discloses that interest will be paid by the Financial Institution. The Owner acknowledges an amount not to exceed \$200.00 per annum plus GST to be billed semi-annually, as compensation for administrative charges, annual audit fees (maximum of \$25/annum) and the costs of cheques, EFT (Electronic Funds Transfer), credit card transactions and E-Banking Services.

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I FEE SCHEDULE

- **Special Projects:** Fee is charged as negotiated for the following types of capital projects but in any event hourly rates for handling and or managing any special projects shall apply (as applicable):

1. Remediation & Restoration
2. Common area renovations/upgrades
3. Deck replacement or re-furbishing
4. Painting & Decorating
5. In suite bulk replacement/upgrading (appliances)
6. Plumbing or electrical retrofit
7. Roof/Window replacement
8. Security upgrades
9. Technology Upgrades

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PROPERTY MANAGEMENT CLIENT TRACKING REPORT

Building Code	
Date	
Prepared by	
Owner(s) Name	
Mailing Address	

Primary Contact	Secondary Contact
<input type="checkbox"/> Home e-mail	<input type="checkbox"/> Home e-mail
<input type="checkbox"/> Work e-mail	<input type="checkbox"/> Work e-mail
<input type="checkbox"/> Home phone	<input type="checkbox"/> Home phone
<input type="checkbox"/> Work phone	<input type="checkbox"/> Work phone
<input type="checkbox"/> Mobile phone	<input type="checkbox"/> Mobile phone
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

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Specific Information and Requirements

AWM	YES	NO	INFO PROVIDED
Strata Fee Payment	<input type="checkbox"/>	<input type="checkbox"/>	
Management Agreement signed	<input type="checkbox"/>	<input type="checkbox"/>	
Property Tax Payment	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of Title provided	<input type="checkbox"/>	<input type="checkbox"/>	
Resident or Non-resident	<input type="checkbox"/>	<input type="checkbox"/>	
Strata by-laws provided	<input type="checkbox"/>	<input type="checkbox"/>	
Revenue Canada forms	<input type="checkbox"/>	<input type="checkbox"/>	
New Development	<input type="checkbox"/>	<input type="checkbox"/>	
Developers Marketing Materials	<input type="checkbox"/>	<input type="checkbox"/>	
EFT for rental income	<input type="checkbox"/>	<input type="checkbox"/>	
Cheque for rental income	<input type="checkbox"/>	<input type="checkbox"/>	
Previously Managed property	<input type="checkbox"/>	<input type="checkbox"/>	
Any other payments to be withdrawn from rental income	<input type="checkbox"/>	<input type="checkbox"/>	
Rental Loss Insurance	<input type="checkbox"/>	<input type="checkbox"/>	
Liability Insurance	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of Insurance Provided	<input type="checkbox"/>	<input type="checkbox"/>	
AWM-Included in Insurance Policy	<input type="checkbox"/>	<input type="checkbox"/>	
Contents insurance on improvements	<input type="checkbox"/>	<input type="checkbox"/>	
Insurance Agent Contact	<input type="checkbox"/>	<input type="checkbox"/>	

Notes:

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Checklist for Rental Unit

Address:

	Number of bedrooms	
	Number of bathrooms	
	Total square footage	
	Office/den/bonus room	
	Amount of rent	
	Terms of lease (e.g., month-by-month, yearly)	
	Location (e.g., near shopping, near bus)	
	Pets allowed	
	On-site parking	
	Utilities included	
	On-site storage	
	On-site laundry facilities	
	Fireplace	
	Vaulted ceilings	
	Floors (e.g., carpet, hardwood, tile)	
	View (e.g., water, city, mountain)	
	Fitness facility	
	Pool	
	Club room	
	Social events	
	On-site management	
	Security system	
	Heating (e.g., central, forced air)	
	Age of building	
	Cable	
	High-speed Internet access	
	Other features	

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