

Property Management Agreement

This agreement is entered into this **CURRENT DATE**, between **OWNER NAME(S)**, hereinafter referred to as "OWNER," and, Sandstone Property Management, hereinafter referred to as "MANAGER".

WITNESSETH: For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Exclusive Agency

The OWNER hereby employs the MANAGER exclusively and solely to rent/lease and manage the property(ies) described in Schedule C hereinafter referred to as "PROPERTY", upon the terms and conditions hereinafter set forth.

Term

This Agreement shall be for a period of 12 months, commencing **CURRENT DATE**.

In the event the OWNER fails to correct a safety issue with the PROPERTY, this Agreement may be terminated at any time by the MANAGER with 30 days written notice.

With the consent of both parties, this Agreement will automatically renew for the same period and on the same terms with the exception of the following:

30-day notice to terminate contract by OWNER once the first renewal date has passed

Management Authority

The OWNER expressly grants to the MANAGER herein the following authority:

1. Full management and control of said property with authority to collect all rents and other monies and securities from tenants in property, and issue receipts.
2. To prepare and negotiate new leases and renewals of existing leases in which new leases and renewals shall be executed by OWNER except that MANAGER is authorized, for and on behalf of OWNER, to execute leases and rental agreements.
3. To have minor repairs made, to purchase necessary supplies, and to pay all bills and charge same to OWNER. For improvements and repairs that may exceed \$500.00 in cost on a per-occurrence basis (except for emergency repairs), every reasonable effort will be made to obtain the OWNER's approval first.
4. To serve vacate notices and any other applicable legal notices upon tenants and to prosecute in the name of the OWNER, and at the OWNER's expense, legal actions to evict tenants and recover rents, employing for these purposes a reputable paralegal or lawyer and when circumstances permit, such person as OWNER may designate.
5. MANAGER is clothed with such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this agreement with respect to the leasing, renting, management, and operation of the property hereinbefore described.
6. The OWNER shall become responsible for and assume the expenses in connection herewith.

Management Responsibilities

The MANAGER agrees to accept the following responsibilities:

1. To use diligence in the management of the premises for the period and upon the terms herein provided and agrees to furnish the MANAGER's services for the renting, leasing, operating, and managing of the herein described premises. However, MANAGER does not guarantee the payment of rentals by the Tenants but will make every reasonable effort to collect same when and as they become due.
2. To render monthly statements of income and expenses (charges, disbursements, maintenance) and make available to OWNER, which include utilities, repairs, and other applicable charges. In the event the disbursements shall be in excess of the rents collected by the MANAGER, the OWNER hereby agrees to pay such excess promptly upon demand of the MANAGER.
3. To deposit all receipts collected for OWNER (less any sums properly deducted or otherwise provided herein) in an account separate from MANAGER's business operations account. However, MANAGER will not be held liable in the event of bankruptcy or failure of a depository and shall not be held liable for badchecks or money not collected.
4. MANAGER will use all its experience and knowledge in defending the OWNER at the Landlord Tenant Board ("LTB") and Small Claim's Court (SCC). OWNER acknowledges that the MANAGER is not a lawyer nor a paralegal. MANAGER simply has years of experience and has been to the LTB and SCC dozens of times and has a great deal of experience in these matters. OWNER will hold harmless the MANAGER for all claims against the MANAGER in these venues with respect to the PROPERTY.

Management Fees

Management fees are 10% of the collected monthly rents (minimum \$35.00 per unit). Additional fees are as follows: See Schedule A

Payment schedule is once each month on or around every 15th day of the month (depending on weekends and holidays).

All fees are plus HST.

There is a 15% mark up on all out-of-pocket expenses and outstanding balances are subject to a 2% per month interest charge.

Other Clauses

The OWNER and the MANAGER mutually agree that this agreement is binding upon any heirs, assigns and executors of the OWNER and MANAGER.

The undersigned OWNER acknowledges that s/he has read this Property Management Agreement, understands it, agrees to it, and has been given a copy. S/he further has been advised to seek legal, tax, technical expertise, and any other counsel of their choosing concerning this contract prior to signing and does not rely on any representations made by the MANAGER in entering into this agreement. This agreement shall constitute the full and complete understanding of the parties and supersedes all prior written or oral agreements.

Should any provisions of this Property Management Agreement be found to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

All rights given to the MANAGER by this Property Management Agreement shall be cumulative to

any other laws, which might exist or come into being. Any failure of the MANAGER to enforce any of the provisions or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter or insist upon strict compliance of the terms hereof. No statement or promise of the MANAGER, servants or his agent shall be binding unless reduced to writing and signed by MANAGER.

The headings in this Agreement are not part of the agreement and are for ease of reading only.

OWNER agrees without protest, to reimburse MANAGER for all actual and reasonable expenses incurred by way of OWNER's violation of any term or provisions of this Property Management Agreement including, all court costs and including costs of a solicitor and his own client full indemnity basis, and all collection costs. Any such costs are due immediately as management fees. Both MANAGER and OWNER waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter whose jurisdiction is located in the area in which the property is located. In such event, no action shall be entertained by said court or any other court of competent jurisdiction, if filed more than one (1) year subsequent to the date the cause(s) of action accrued.

This Property Management Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable herein.

OWNER agrees to add 'SANDSTONE PROPERTY MANAGEMENT' to their insurance policy as an 'Additional Insured' party. OWNER further agrees to indemnify and hold MANGER harmless in the event of a tenant lawsuit or other form of legal action against them.

Notices

For purposes of this Agreement, all notices required herein shall be deemed to have been served upon the other party when mailed to the following addresses or to such other addresses as shall be changed in writing, properly notifying the other party.

OWNER's Contact Info:

MANAGER's Contact Information:

Sandstone Property Management
51 Fourth Street
Kirkland Lake, ON, P2N 1T2
Phone: 705-567-5031
Emergency After Hours: 1-877-417-1155
Fax: 1-877-763-2147
Email: info@sandstonemanagement.ca

Special Clauses

Signed and Agreed

OWNER – Print

OWNER – Signature

Date

S. Prus for Sandstone Property Management

MANAGER – Print

Per: _____
MANAGER – Signature

Date

OWNER Initials	MANAGER Initials
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Schedule A - MANAGER Responsibilities Checklist

The OWNER hereby assigns the MANAGER as his Agent to assume the following responsibilities (items left unmarked remain the responsibility of the OWNER).

1. Leasing Activities:

- advertise rentals
- answer phone inquiries about vacancies
- show vacant units
- accept rental applications
- perform credit checks – as needed (additional fees apply)
- select tenants
- accept initial rents and deposits – deposits to be held by OWNER not MANAGER -
- negotiate rental rates – within OWNER Guidelines
- sign leases and property condition checklists
- make available required disclosure forms, leases and other pertinent documentation to OWNER
- offer residents optional upgrades and payment plans
- other (specify) _____

2. Property turnover:

- inspect rental unit(s) when tenant(s) move in
- conduct anniversary meetings and send thank you letters (where appropriate)
- inspect rental unit(s) when tenant(s) move out
- perform general cleaning of unit after tenant moves out (additional fees apply)
- clean floors, carpets and rugs (additional fees apply)
- paint walls, baseboards, ceilings, lights, and built-in shelves (additional fees apply)
- clean kitchen cabinets, countertops, sinks, stoves, ovens, and refrigerators (additional fees apply)
- clean bathtubs, showers, toilets, and plumbing fixtures (additional fees apply)
- repair doors, windows, window coverings, and mini blinds (additional fees apply)
- other (specify) _____

3. Rent collection:

- collect rents when due
- promote and establish auto draft and electronic payment plans
- sign and send rent receipts
- maintain rent-collection records
- collect late rents and charges
- inform OWNER of late rents
- prepare late rent notices (N4)
- give other rental violation notices when applicable
- serve late rent (N4), pay, and unlawful detainer notices on tenants
- serve rent increase and tenancy termination notices (yearly as per RTA)
- deposit rent collections in OWNER's bank account for this purpose around the 15th of the month
- other (specify) _____

4. Maintenance (additional fees may apply):

- conduct monthly "drive-by" inspections (included in PM fees)
- conduct semi-annual interior inspections (included in PM fees)
- conduct minimum weekly inspections of vacant units and buildings (included in PM fees)
- make available monthly report of maintenance, repairs, and utility expenses to OWNER (as appropriate)

Maintenance (cont'd):

- vacuum and clean hallways and entryways (for buildings with common areas - additional fees apply)
- lawn care, trim bushes, and rake leaves (additional fees apply)
- clean up garbage and debris on grounds (additional fees apply)
- shovel snow from sidewalks and driveways or arrange for snow removal (additional fees apply)
- other (specify) _____

5. Repairs:

- accept tenant complaints and repair requests inform OWNER of maintenance and repair needs
- categorize and maintain written log of tenant complaints
- attend to plumbing stoppages (additional fees apply)
- attend to faucet leaks/washer replacement (additional fees apply)
- attend to toilet repairs (additional fees apply)
- attend to stove burners/hinges/knobs repair or replacement (additional fees apply)
- attend to appliance repair (additional fees apply)
- attend to light switch and outlet repair/replacement (additional fees apply)
- attend to heater thermostat repair (additional fees apply)
- attend to window repair/replacement (additional fees apply)
- attend to painting (interior/exterior) (additional fees apply)
- attend to key replacement (additional fees apply)
- handle all other routine maintenance and repairs (additional fees apply)
- coordinate repairs with contractors if needed (with OWNER approval for jobs over \$500.00)
- other (specify) _____

6. Other Responsibilities:

- provide 24-hour telephone number to tenants so they will have an emergency contact number; within reason, MANAGER should be able to respond at any time to an emergency
- meet, call, or email OWNER monthly to consult on the job priorities and give updated reports on status of residents and management priorities
- make available monthly statements to the OWNER detailing activities, materials purchased, and repairs completed
- MANAGER will keep the following day(s) and times available for routine maintenance: 8:30 AM to 5 PM, Monday to Friday (except Holidays)

7. Additional responsibilities:

- _____
- _____

Signed and Agreed

OWNER – Print

OWNER – Signature

Date

S. Prus for Sandstone Property Management

Per: _____

MANAGER – Print

MANAGER – Signature

Date

OWNER Initials

MANAGER Initials

Schedule B – Additional Fees

Sandstone Property Management Fees	Price
Management Fees	
Non-Rentable Vacancy*	
Filling a vacancy (if tenant leaves before 6 months, SPM will fill vacancy at no charge)	
Emailing or Faxing Notices	
Delivering a Notice in person	
Certificate of Service	
Affidavit of Service	
Delivering a Notice by regular mail	
Delivering a Notice by registered mail	
Standard Sandstone Notices	
Assist with prep of Notices to Tenants (N forms)	
Assist with prep of Landlord Applications (L Forms)	
Attend LTB hearing via video (includes prep time)	
Attend an LTB hearing in person (includes prep time)	
Eviction with Sheriff	
Out of pocket expenses and disbursements	
Utility bill payments	
Repairs and Maintenance	
Labourer	
Skilled Labourer (Carpentry, Plumbing)	
Electrical	
Cleaner (including supplies)	
Contractor Payments and Material Costs	
Emergency Calls	
Special Requests and Project Management	
Hourly rate for additional Property Management	
Hourly rate for Administration	

*Non-Rentable Vacancy would be a vacancy intentionally left vacant by the OWNER due to renovations or other issues and through no fault of the MANAGER.
Fees are subject to change with 30 days' notice. Current Fees are usually posted on the website.

Schedule C – List of Properties

Building Name	Address	City/Town	Province	Postal Code
		Kirkland Lake	ON	

Contact Person

Building Name	Contact Person	Work Phone #	Cell Phone #	Contact Email