



## RENTAL MANAGEMENT AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

Kimberley Lodging Company Ltd.

(hereinafter called the "Agent")

and:

(hereinafter called the "Owner")

\_\_\_\_\_, Unit No. \_\_\_\_\_

## AGREEMENT

Whereas the Agent hereby offers to provide Rental Management services for a condominium unit in the City of Kimberley, British Columbia:

And whereas the Owner desires to enter into an agreement respecting the management and the rental thereof.

Now therefore the parties witness, covenant and agree as follows:

1. The Agent hereby agrees:
  - (a) To provide for the rental of each unit to appropriate persons for a minimum of two nights stay.
  - (b) To maintain each unit in a clean and habitable condition.
  - (c) To collect all rental income derived from each unit for the account of the owner.
  - (d) To cause necessary repairs to plumbing, electrical, heating and other facilities to be carried out at the expense of the Owner. Except in an emergency, repairs involving an

expenditure over \$500.00 shall be made only upon the prior written authority of the Owner.

(e) To employ such persons as, in the Agent's opinion, are required to properly carry out the Agent's duties.

(f) That the travel agent's commission, and other applicable commissions, be paid before the revenue split, thus Kimberley Lodging Company Ltd. and Owners share the cost of commission.

(g) To render quarterly statements to the Owner no later than the 30th of the month following the closing of the quarter and remitting the amount collected during the previous period, less disbursements made on behalf of and for the account of the Owner and the Agent's compensations hereinafter specified.

(h) To furnish and pay for guest supplies required to maintain each unit for occupancy.

(i) To promote the use of each unit by advertising, at the discretion of the Agent.

(j) To maintain the complement of unit contents, subject to the provisions for wear and tear and insurance, contained elsewhere in this agreement.

2. The agent shall inspect the interior of each unit at the end of each rental or personal use by Owner or Owner's guest to determine the condition of the unit for any repairs, replacement or other actions required with respect to the interior of the unit. At the discretion of the Agent, the Agent shall have the right to inspect during the rental or personal use by the Owner or Owner's guest to determine the condition of the unit for any repairs, replacement or other actions required with respect to the interior of the unit.

3. The Agent shall take action to enforce the collection of rentals and damages caused by such rentals on behalf of the Owner. In the event such action should result in costs, legal action or involvement of authorities, then the Owner shall be informed. The Owner is advised to place all personal property, not required to be maintained in the unit, in a locked storage area when the unit is not being occupied by the Owner. While the Agent will make every effort to control this

area, it is the responsibility of the Owner to be liable for the cost of recovery.

4. The Agent is not responsible for any deficiencies in the unit resulting from the original construction of the unit.
5. The Owner will provide to the Agent a list of the contents of the unit, and will update the list from time to time. **The Agent shall not be responsible for the replacement of these additional contents, but will endeavour to make every effort to care for these items and to recover them if possible.**
6. It is understood that in addition to the Agent's fees, the Owner shall be responsible for the following costs:
  - 6.1 Property taxes
  - 6.2 Heat, electricity, gas
  - 6.3 Water and sewer
  - 6.4 Garbage Collection
  - 6.5 Snow removal
  - 6.6 Television cable
  - 6.7 Telephone rental
  - 6.8 Replacement supplies for units due to wear and tear
  - 6.9 Yearly (or as needed) deep clean of unit.
  - 6.10 Other common area costs as per the management agreement
7. It is further understood that the Strata Corporation's assessments are not a part of this agreement and are assigned separately by the condominium Strata Council.
8. The Owner hereby authorizes the Agent to perform any act or do anything desirable to carry out the duties of Agent and the Owner hereby agrees to indemnify and save the Agent harmless from, any and all claims and liabilities of whatsoever nature, demands, losses, costs, expenses, damages, awards, judgements, action, proceedings and liabilities of whatsoever nature in respect of

any injury to or death of any person arising out of or attributable to or in any manner connected with or related to any act or omission of the Owner.

9. The Owner agrees to maintain the unit in a good and habitable condition, with a full complement of contents, and to ensure the availability of the unit for rental at all times, other than when being used by the Owner or a person designated by the Owner as elsewhere provided for in this agreement.
10. The Agent shall notify the Owner of any and all repairs and maintenance which may be necessary to the interior of the unit which exceeds the minor repairs permitted by the Agent to be done under paragraph 1 (d).
11.
  - A. The Agent shall receive 50% (fifty percent) of all rentals received from users of the unit.
  - B. The Agent has the exclusive right to arrange for the rental of each unit, and may accept bookings in advance.
  - C. An owner, and the spouse and children of the Owner, may use the unit at any time, subject to any previous bookings. The Owner must register upon arrival. In the event that an Owner is a corporation, these rights may be exercised by officers of the corporation, and their spouse and children. Final cleaning of the unit will be done by the Agent.
  - D. Owner bookings for Holiday period must be booked 3 months (90 days) prior to dates requested. "Holiday period" means the four day period over New Years and the three day period of the Alberta Family Holiday long weekend in mid February. **In the event that the unit is booked by the owner or not available for the aforementioned seven nights, the 50% rental management fee is applicable.**
  - E. Owner's guests bookings are subject to a \$30 + GST administration charge.
  - F. The Owner shall not pre-empt any prior reservation.
  - G. It is the owner's responsibility to reserve their unit as needed and to confirm in writing, the dates with the homeowner booking form, by fax or email, with the

office.

H. Owner bookings must be made with at least 48 hours advance notice.

I. In the event that the unit is put up for sale, the owner must make it a Condition of Sale that any bookings in place for a three month period after the date of sale be honoured.

12. The housekeeping fee shall be calculated as follows:  
Actual time spent (minimum one hour) at the rate of \$25.00 per hour per man hour on request or upon vacating the unit on termination of stay.
13. Credit card commissions shall be at the expense of the Agent.
14. It is the responsibility of each Owner to ensure that third party liability insurance on the unit is in place. The Owner further agrees to ensure that the contents of the unit are insured against damage from theft, vandalism, fire and related risks to a minimum of \$20,000.00, and to provide evidence of such coverage to the Agent. The Agent will not have any responsibility with respect to unit contents unless provided with proof of coverage.
15. The term of this agreement shall be three years from date of signing. The agreement may be cancelled with three months notice in writing by either party. In the event that the parties do not cancel or renew at the end of the term, the agreement shall remain in force on a month-to-month basis. **In the event that a unit sells or is removed from rental, all prior bookings are to be honoured at the option of the Agent.**
16. This agreement is binding upon the parties, their heirs, executors, administrators, successors in title and assigns, respectively and whenever the singular or masculine are used, the same shall be construed as meaning the plural or the feminine of body politic or corporate where the context of the parties hereto so required.
17. The Agent may, at its expense, enter into sub-contracts for the purpose of carrying out this agreement.

18. This agreement is not assignable to any other person, corporation or other entity without the written consent of both parties except in the case of sale of the unit.

19. This agreement may be amended only in writing duly executed by both parties.

20. Notices:

To the Agent shall be addressed to:

**Kimberley Lodging Company Ltd.**

**Box 401, Kimberley, B.C. V1A 2Y9**

To the Owner shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be sufficient if addressed to the Agent or Owners as provided above, by registered mail. The parties agree to give written notice of any change of address.

21. This agreement shall terminate upon any of the following events:

- (a) The insolvency or bankruptcy of the Agent.
- (b) The dissolution of the Strata Corporation.
- (c) Force majeure. If the Agent is prevented or delayed from performing any of it's obligations, or if the normal operation of the project is adversely affected by reason of an act of God, strike, labour dispute, lockout, fire, flood or any disabling cause beyond the control of the Agent, then any such prevention or delay will be deemed not to be a breach of the Agreement, but may of necessity result in termination of this agreement.

22. The laws of the Province of British Columbia will apply.

THIS AGREEMENT SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

The signature of the Agent

was hereunto affixed in the presence of:

(Witness) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Kimberley Lodging Company Ltd.

The signature of the Owner/Owners was hereunto affixed in the presence of:

(Witness) \_\_\_\_\_

\_\_\_\_\_ No. \_\_\_\_\_

\_\_\_\_\_

Owner

\_\_\_\_\_

(Witness) \_\_\_\_\_

Owner

**Please sign, witness and fax back pages 1, 6 and 7 only to 250-427-7167. We will mail a signed hardcopy back to you with your next statement.**