

Larocque Property Management 3795 Gregoire Rd. Russell, ON. K4R-0H5 Tel: (613) 869-6578 Ext #3 (client services) ClientServices@LarocquePM.com

# PROPERTY MANAGEMENT AGREEMENT

- SUPPORT PLAN -

by and b	etween Laroc		anageme	nt INC.	_ ("Effective Date") 3795 Gregoire Rd. [ <b>T"</b> )
AND;					
(Name)					
		(registered owner	r)		
(Address)	)				_
(hereafter referre	ed to as "OWN	ER").			
	Rental Property Address:				
RENTAL A	DDRESS: _				
		Unit&Street	City	Prov.	Postal Code
(hereafter referre	ed to as "Rental	Property")			

#### Recitals

WHEREAS the OWNER(s) is/are registered owner(s) and holds legal title or other lawful authority for the property and premises of the Rental Property, including authority to enter into this Agreement;

WHEREAS the OWNER wishes to retain the services of the AGENT and the AGENT wishes to perform the said services more fully described hereunder, in the manner and upon the terms and conditions hereafter set forth;



**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereto, and for other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

#### 1.0 AGENCY

1.1 In performance of the said Services, the **AGENT** shall have the actual authority set out in Article 3.0, together with the usual and ostensible authority required to perform the said Services.

#### **2.0 TERM**

- 2.1 This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_(\_\_\_) months ("Initial Period") unless terminated earlier as provided in Article 7.0 hereof.
- 2.2 This Agreement will automatically renew after the Initial Rental Period for successive periods of <u>twelve (12) months</u> each referred to as an "**Extended Period**" on the same terms and conditions until terminated in accordance with Article 7.0 hereof, unless either party gives the other no less than <u>thirty (30) days</u>" written notice (can be provided by email) prior to the end of the applicable **Initial** or **Extended Period**.
- 2.3 The "Term" as used in this Agreement shall mean the **Initial Period** and all **Extended Periods**, if any.



## 3.0 COMPENSATION OF THE AGENT FOR SERVICE – Part 1

# **SECTION A: Membership Fee**

In consideration of the Access to Services listed bellow (SERVICES & AGENT'S AUTHORITY SECTION A) to be performed by **AGENT** for and on behalf of the **OWNER**, the **OWNER** agrees to pay **AGENT**;

(a) **Membership Fee:** A minimum monthly membership participation fee of (\$50.00) <u>fifty + HST</u> for each lease agreement under the **AGENT's** care within this Agreement.

#### SECTION A: SERVICES ACCESS & AGENT'S AUTHORITY

\*\*membership fee includes Access to\*\*

- 3.1 The **AGENT** shall be providing the following Services <u>at charge</u> following the <u>applicable fee structure indicated in article 4.0</u> of this Agreement and shall exercise reasonable care and diligence in performing the following Services herein on behalf of the **OWNER**;
- (A) **Tenant Support Line**: The **AGENT** will act as the primary point of contact for tenants during regular business hours, responding to their inquiries and concerns via verbal, written, or software-based communication methods at the **AGENT's** discretion. The **AGENT's** role is limited to remote support, and the **AGENT** may hire third-party services as needed, subject to prior approval from the **OWNER**, to address tenant issues or rental property concerns.
- (B) **24/7 Emergency Line**: The **AGENT** will manage tenant emergency calls and respond remotely to assess the situation. The **AGENT** may, at their discretion, hire third-party contractors to address critical issues, subject to the expense limit condition set below. The primary focus of emergency services is to minimize damage and address urgent tenant needs. The Agent assumes no responsibility for the outcome of work performed by third parties, the availability of contractors, or any damages arising from delays or the inability to secure necessary services. Services performed outside regular business hours are subject to additional fees.



## **Expense Limit for Emergency Work Orders:**

The AGENT will have the authority to charge the OWNER for services as authorized by this Agreement in relation to the Rental Property, provided that the expenditures for any single emergency repair, or service call do not exceed the amount of \$\( \)(+HST) as set by the OWNER for each instance. Any repairs or services exceeding this limit shall require the prior written consent of the OWNER, which may be provided via email or other written communication. In cases where the AGENT determines that the circumstances constitute an emergency and the expense will be higher than the expense set limit amount, AGENT may at his discretion proceed with the necessary work to prevent further damage or address urgent tenant needs. However, the AGENT shall not be held responsible for delays due to expense limit and or approval process requirement, additional damages, or liabilities resulting from the inability to secure the OWNER's approval or the unavailability of third-party contractors to perform the required repairs.

(X) Work Orders & Special Jobs – Special items or other services in any way related to the Rental Property that is not expressly mentioned or listed herein may be requested by the OWNER and, if accepted by the AGENT, will be subject to hourly and service rates indicated in section in Article 4.

# Works & Jobs Examples – Section 3.1 (C) \*\*Upon Request & Approval\*\*

(i) *Move-Ins Inspections, Move-Outs and Repossessions* – The AGENT will, on every transfer of possession for the rental property, perform an inspection and provide a complete report of the Rental Property to the **OWNER** as circumstances and conditions reasonably permit, of the outward physical condition of the Rental Property and premises. This service includes all the work, steps and procedures required to train the tenant(s) about the rental property and the transfer the possession of the property from the **OWNER** to the tenant and back again from the tenant back to the **OWNER** at the end of the residency.

#### **DEFINITIONS:**

**Move-ins** are conducted automatically at the beginning the lease and established the condition of the property upon transfer of possession to the tenant.



**Move-Outs** are conducted automatically after receiving notice of end of lease (N9) from tenant/resident. 50 to 45 days prior to end of lease, the move out inspection is processed to allow time to report back to owner and submit a claim if needed prior to end of lease and transfer of possession.

**Repossession** are conducted automatically during the final days of the tenancy. This inspection is conducted to review and report the condition upon return of keys and possession back to the owner. It is important to review after possession to ensure unit is ready for next tenant moving in the next day and that the exiting tenant has followed the directions and met their obligations to the Owner.

Semi-Annual Inspections & Review — \*\*Upon Request\*\* The AGENT will conduct a Inspection of the Rental Property based on a predetermined check list at the discretion of the AGENT twice per year. A full report, including visual representation of the outward physical condition of the rental property based on the check list, including a Highlights list of all observed and found items will be submitted by the AGENT to the OWNER for review.

(ii) **LEGAL MATTERS**: With prior consent by the **OWNER**, Enforce the provisions of any rental or tenancy agreement, institute legal action or other proceedings to collect rent and sums due, and dispossess tenants and other persons from the premises on behalf of the **OWNER** in accordance with this Agreement and the *Residential Tenancies Act* ("ACT"), as amended from time to time, for the Rental Property identified herein. This service does not include **AGENT** labour, applicable fees, charges or legal cost, including owner legal representation that may apply in the enforcement of the same:

#### **Charge Note:**

- Paralegal services is charged at costs (A.J, MURRAY LAW and Associates)
- Agent Administration time (minimum 1 admin hour)
- (iii) **Paying Bills on Behalf of Owner:** Agent will have authority to pay bills for the rental property, contract, hire and/or outsource services on behalf of the **OWNER** to 3<sup>rd</sup> party companies for work orders, tasks and/or repairs, including but not limited to; property maintenance items that require a licensed professional to resolve (ie: **Plumber, Gas Technician, Electrician, etc...**)

#### **Charge Note:**

- Admin Cost Estimate = 0.25hr Admin fee minimum