

**COLDWELL BANKER HORIZON REALTY  
PROPERTY MANAGEMENT AGREEMENT**

**BETWEEN:**

**Coldwell Banker Horizon Realty Property Management**

**AND:**

\_\_\_\_\_ (the "Owner/Landlord")

**Coldwell Banker Horizon Realty and the Owner/Landlord hereby agree to the following terms and conditions for the management of the property located at:**

\_\_\_\_\_, \_\_\_\_\_, B.C. (the "property")

**Coldwell Banker Horizon Realty is hereby designated the agent of the Owner/Landlord to manage the above rental property under the following terms and conditions:**

\_\_\_\_\_ **OPTION 1:** Tenant Placement Only, Fee of one-half the monthly rental amount plus GST

\_\_\_\_\_ **OPTION 2:** Residential Management, Fee 10% of gross monthly rental amount plus GST and the payment of a Rental Placement fee of one-half the monthly rental plus GST when a tenant is placed in the property.

\_\_\_\_\_ **ADDITIONAL OPTION A:** Project Supervision - For any projects at the property which require attendance and/or supervision by the Property Manager, and which are in addition to regular maintenance and care of the property, a fee shall be charged that is equal to 10% of the cost of the project. This fee will apply unless some other agreement is made and agreed to in writing by both parties.

\_\_\_\_\_ **ADDITIONAL OPTION B:** Miscellaneous Service - For a charge of \$ \_\_\_\_\_ per \_\_\_\_\_ it is agreed to provide the following service: \_\_\_\_\_

1. Coldwell Banker Horizon Realty shall collect Rents and Security Deposits and forward these monies to the Owner/Landlord, less Placement Fees and/or a Management Fee and the payments made for costs or expenses incurred pertaining to the management of the property. **It is acknowledged and understood that no money will be paid out until the deposited rent cheque(s) have been verified as having cleared at the bank.**
2. Coldwell Banker Horizon Realty shall act as the agent of the Owner/Landlord and shall be entitled to sign leases, rental agreements, work orders and other agreement or documents required in the normal course of managing a real property, and have all rights and powers to perform the obligations of the Owner/Landlord as set out in the Residential Tenancy Act of British Columbia.
3. Coldwell Banker Horizon Realty shall ensure that the terms and conditions of the tenancy agreement are complied with and shall act in a responsible manner to ensure the Owners/Landlord's property is safeguarded but shall not be liable should any damage occur except where such damage results from the negligent or willful misconduct of Coldwell Banker Horizon Realty.

4. The Owner/Landlord is responsible for the Tenant'(s) Security Deposit and will be responsible for the return of said Security Deposit when the Tenant(s) leave the rental premises. When Coldwell Banker Horizon Realty receives funds from the Tenant(s) denoted as a Security Deposit the Owner/Landlord authorizes the use these funds as set out in paragraph 1 above. The Owner/Landlord further acknowledges that Coldwell Banker Horizon Realty will not hold these funds..
5. Coldwell Banker Horizon Realty shall interview and screen tenants for the property. When a Tenant(s) has been selected, a written Tenancy Agreement shall be entered into on behalf of the Owner/Landlord of the property and a Move-In report prepared detailing the condition of the premises when the Tenant(s) move(s) in. A method of monthly rental payments shall be arranged with the tenant. Copies of all documents shall be forwarded to the Owner/Landlord .
6. Should the Tenant(s) move out within six (6) months of the beginning of the Tenancy Agreement Coldwell Banker Horizon Realty shall undertake to place a new Tenant(s) in the property without an additional Placement Fee being charged.
7. Coldwell Banker Horizon Realty shall accept applications from prospective tenants and undertake to verify the information provided by the applicants and when necessary to check credit histories of prospective tenants.
8. Coldwell Banker Horizon Realty may act for the Owner/Landlord in Tenant Arbitration or Garnishee actions at the request of Owner/Landlord. For so doing a fee of \$100.00 per arbitration or garnishee plus costs shall be charged.

**THIS AGREEMENT SHALL BE VALID FROM THE DATE OF SIGNING AND WILL CONTINUE UNTIL REVOKED BY THE OWNER/LANDLORD OR COLDWELL BANKER HORIZON REALTY IN WRITING. TERMINATION SHALL TAKE EFFECT 30 DAYS AFTER WRITTEN NOTICE IS DELIVERED TO THE OTHER PARTY.**

**DATED AT KELOWNA, BRITISH COLUMBIA AND EFFECTIVE AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**OWNER/LANDLORD**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**OWNER/LANDLORD**

**CONTRACT OFFERED FOR COLDWELL BANKER HORIZON REALTY PROPERTY MANAGEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

**BY \_\_\_\_\_**  
**Kevin Cheale**

**CONTRACT ACCEPTED BY COLDWELL BANKER HORIZON REALTY PROPERTY MANAGEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

**PER \_\_\_\_\_**  
**Janet McDonald**

**COLDWELL BANKER HORIZON REALTY**

**PROPERTY MANAGEMENT CLIENT INFORMATION**

**PERSONAL INFORMATION**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**ANTICIPATED MONTHLY RENTAL AMOUNT: \$** \_\_\_\_\_

**BANKING INFORMATION For Direct Deposit Option\***

**Bank:** \_\_\_\_\_

**Branch Location:** \_\_\_\_\_

**Transit Number:** \_\_\_\_\_

**Branch Number:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**PARKING SPACE NUMBER:** \_\_\_\_\_

**STORAGE LOCKER NUMBER:** \_\_\_\_\_

**TENANTS ARE TO BE RESPONSIBLE FOR THE FOLLOWING UTILITY BILLS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_