

**CONDOMINIUM COMMON PROPERTY
MANAGEMENT AGREEMENT**

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

CONDOMINIUM CORPORATION

a corporation incorporated under the laws of _____ (the "Corporation")

OF THE FIRST PART

- and -

MANAGEMENTCO

a corporation incorporated under the laws of _____ (the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has agreed to appoint the Manager and the Manager has agreed to accept the appointment as the manager of the common property of the condominium project known as "_____".

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

1. Definitions

1.01 For the purposes of this Agreement, the following words shall have the following meanings unless the context requires otherwise:

"Act" means the *[insert name of act governing condominium properties]* as amended from time to time;

"Board" means the Board of Managers of the Corporation;

"By-laws" means the by-laws of the Corporation and includes the rules and regulations of the Corporation and any amendments or additions thereto, as registered in the *[name of registry or title office where by-laws are registered]*;

"Condominium Plan" means Condominium Plan _____, as registered at the *[name of registry or title office where condo plans are registered]*;

"Corporation" means the Condominium Corporation which is named _____;

"Emergency Situation" means a condition or situation or circumstance which, if not remedied or attended to without delay, would potentially result in damage or further damage to the Property or risk of physical impairment of persons present on the Property;

"Major Cause" means the wilful misconduct or negligence of the Manager in performing its duties and obligations under this Agreement, or any other substantial default by the Manager under this Agreement;

"Management Fee" means the fee payable by the Corporation to the Manager in each Management Year and shall equal the sum of _____ Dollars (\$_____) multiplied by the number of units in the Condominium Plan, payable monthly;

"Management Year" means the fiscal year which commences on the 1st day of _____ in each year;

"Net Cash Surplus" means the gross revenue less the operating expenditures for any Management Year as determined by the Auditor, in accordance with generally accepted accounting principles and practices;

"Owner" means an owner of a condominium unit in the Condominium Plan;

"Operating Expenditures" means all operating expenditures incurred in the operation, management, supervision, maintenance, repair and upkeep of the Property and the Corporation, including, without limiting the generality of the foregoing:

- (i) principal and interest payments on all loans, mortgages and other financial obligations arranged or agreed upon by the Corporation or its representatives;
- (ii) expenditures in the ordinary course incurred in the operation, maintenance and management of the Property and the Corporation;
- (iii) reasonable reserves to provide for payment of anticipated or future expenditures for major repairs, renewals and replacement of equipment and for contingencies;
- (iv) the Management Fee;
- (v) professional and brokerage fees and commissions payable in the ordinary course of business;
- (vi) all other costs, charges, expenses and disbursements which are incurred on behalf of the Corporation or the Board and are attributable to the Property;

"Property" means the common property of the Corporation.

1.02 By mutual written agreement of the parties, Schedule "A" to this Agreement may be revised from time to time.

2. Appointment of Manager

2.01 Subject to the terms hereof and to the limitations contained in the By-laws, and as set out in the attached Schedule "A", the Corporation hereby appoints the Manager as its exclusive agent to perform, in accordance with this Agreement and such other policies as may be adopted from time to time by the Board, all routine management as required by the Corporation and the Board in respect of administration, supervision, maintenance, repairs and upkeep of the Property (hereinafter called the "Operations").

2.02 During the term of the appointment set out in paragraph 2.01 above, the Corporation hereby appoints the Manager its true and lawful attorney to carry out and perform all powers, rights, duties and obligations imposed on the Corporation by the Act, by any other act or competent authority and the By-laws or otherwise, and hereby ratifies and confirms all acts of the Manager as attorney for the Corporation, subject to Schedule "A" hereto, provided however, and notwithstanding that if such act or step involves an expenditure of more than _____ Dollars (\$_____) in excess of the amount authorized by the current budget, the Manager shall first obtain the Board's consent to such expenditure, and provided further that the Manager may act as the Corporation's attorney without the Board's consent in an Emergency Situation.

2.03 The Corporation agrees to pay or cause to be paid to the Manager, in each month of the Management Year, one-twelfth of the annual Management Fee.

2.04 In connection with the appointment, the Corporation grants the Manager the right to attend all meetings of the Corporation and the Board. The Manager shall not have any voting rights at any such meeting.

THIS IS A 10-PAGE FORM.