

[DEVELOPMENT]

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT dated as of the ____ day of _____, _____

BETWEEN:

STRATA CORPORATION
(the "Strata Corporation")

OF THE FIRST PART

- and -

PROPERTY MANAGEMENT COMPANY
(the "Manager")

OF THE SECOND PART

WHEREAS:

- A. The Manager carries on the business of, inter alia, real property management; and
- B. The Strata Corporation desires to engage the services of the Manager to manage on behalf of the Strata Corporation, the common property and common facilities (other than limited common property) (collectively called the "Common Property") including recreational facilities of the Strata Corporation and Strata Plan No. _____ (the "Strata Plan") located at _____ and to act as its agent in the performance of the powers and duties of the Strata Corporation in accordance with this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Appointment.** The Strata Corporation hereby appoints the Manager to be its manager to provide professional management, maintenance and administration services in respect of the Common Property and to act as its agent in the performance of the powers and duties of the Strata Corporation upon the terms and conditions contained in this Agreement.
2. **Term.** Unless terminated in accordance with this Agreement, the appointment (the "Appointment") of the Manager under this Agreement will be for a term of ____ year(s) commencing on _____ (the "Initial Term") and will continue thereafter from year to year (each of which is called a "Renewal Term"). During each Renewal Term, the Appointment will be on the terms and conditions set out in this Agreement, with the exception of the amount of the remuneration payable by the Strata Corporation to the Manager pursuant to section ____, which will be adjusted to be the remuneration agreed to by the parties as being the fair market remuneration for such services paid by similar strata corporations for such services in _____ or similar resorts in _____ or, failing such agreement by the parties by the commencement of such Renewal Term, then the amount of remuneration for such Renewal Term will be established by arbitration pursuant to the _____ [legislation governing arbitration in jurisdiction].
3. **Management Fee.** In consideration of the performance by the Manager of its duties and obligations under this Agreement, for the Initial Term the Strata Corporation will pay to the Manager a fee of \$_____ per month, payable on the first day of each month.
4. **Manager's Duties.** The Manager hereby accepts the Appointment upon the terms and conditions set out in this Agreement and, subject to subsection _____, the Manager covenants and agrees that the Manager will:

- (a) use its best efforts to diligently manage, maintain and administer the Common Property and the Strata Corporation hereby authorizes the Manager to utilize the funds of the Strata Corporation contained in the contingency reserve fund (the "Contingency Reserve Fund") established by or on behalf of the Strata Corporation in accordance with the provisions of the Condominium Act (_____) in the name of and on behalf of the Strata Corporation, if so required by the Manager for such purpose;
- (b) upon the request of the Strata Corporation or the strata council of the Strata Corporation (the "Strata Council"), prepare and update from time to time for the review and approval of the Strata Corporation annual budgets for common expenses in accordance with any requirements of the [legislation governing condominiums] as amended from time to time, (the "Act") and the bylaws and rules and regulations of the Strata Corporation (collectively called the "Bylaws");

THIS IS A 6-PAGE DOCUMENT.