

MANAGEMENT AGREEMENT

THE PARTIES TO THIS AGREEMENT:

The Corporation: Phillips Lofts Condominium
Condominium Plan No. 022 2718

The Management Firm:
FOCHAUS Management Inc.

- 1) The mutual covenants made between the Management firm and the Corporation is consideration for this agreement.
- 2) The Effective Date of this agreement is September 1, 2010, The Corporation, as of the Effective Date, appoints the Management firm as its sole agent for the management of the specific affairs as per this agreement.
- 3) The Management firm shall carry out instructions of the Board of Directors with dispatch. The Board of Directors is now called "the Board".
- 4) "Unit Owner" means a person or persons who have an interest in a unit, together with its share of the common property, as shown on the Condominium Plan.
- 5) **THE DUTIES OF THE MANAGER ARE:**
 - A) To administer funds for all operating expenses for the management and administration of the common property (**under the direction of the Board**). The Management firm has spending discretion up to \$1000 except in a case of an emergency.
 - B) To keep records of all accounting transactions on behalf of the Corporation, including accounts receivable/payable to the Corporation.
 - C) To generate cheques monthly, or an exception basis, from the operating account for common property utilities, insurance premiums, for trade costs and any other costs as directed by the Board.
 - D) To provide the Board with monthly statements of all financial transactions made on the Corporation's behalf including arrears list before the end of the following month.
 - E) To assist in determining fee levies and to prepare a preliminary budget and plan **for review and approval of the Board**.
 - F) To administer **with the Board's discretion**, and advise the Board on matters relating to the Capital Replacement Reserve Fund.
 - G) To prepare and forward to the Board, typed minutes, newsletters and notices as directed by the Board.
 - H) To give access to the accounting records to any Board member or any person authorized by the Board. An audit of those account records will take place annually by an auditor appointed by the Board.

- I) To comply, on behalf of the Corporation, with the public authorities or local authorities notices or orders requiring work on the common property.
 - J) To maintain as accurately as is possible, with the assistance of owners and landlords, updated records of all owners and occupants.
 - K) To keep an updated record of (contractors) persons or firm's telephone numbers, in order to respond to emergencies on a 24 hour basis, and maintain a 24 hour on call service available to respond to any emergencies, sewer backup, flood, fire or immediate crisis.
 - L) To order to have carried out the repair and maintenance of the common property **under the direction/approval of the Board.**
 - M) To attend 11 monthly Board meetings and one Annual General meeting, and to participate to the extent required by the Chairperson.
 - N) To have delivered any notice to an owner or occupant.
 - O) To handle all reasonable telephone and written correspondence from owners/occupants and to deal with any minor issues with dispatch and due discretion. All major issues (other than emergencies) are to go before the Board for review.
 - P) To perform regular monthly site inspections or as required by the Board. This shall involve a walkthrough of all common property.
 - Q) All estoppel certificates will be prepared by the Management firm and signed by the Board.
 - R) Manage the Intellimeter relationship by accruing unbilled amounts and receiving cash payments. Also, outstanding amounts with Intellimeter must be checked before an estoppel certificate can be issued.
 - S) All contracts are to be signed by two signing authorities of the Corporation.
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- 6) The Corporation shall name the Manager as co-insured relating to public liability, in the Corporation's insurance policy.
 - 7) **The Manager and all its employees handling any Corporation monies shall be insured for no less than \$2,000,000 dollars.**
 - 8) All court appearances / examinations of discovery / legal and lengthy engineering meetings will be invoiced at \$60.00 per hour or a portion thereof. All meetings over two hours in length / special meetings / will be invoiced at \$60.00 per hour or a portion thereof. **All overtime items other than overtime at regular monthly meetings are to be agreed upon in advance by both parties.**
 - 9) All document requests by individual owners will be released to the owner following payment of current administration fee by said owner/owners as is standard practice in the industry.
 - 10) The Corporation shall reimburse the Management firm for all expenses incurred directly related to the benefit of the Corporation. The Corporation will be invoiced monthly for said expenses and pay immediately upon invoicing. (administration costs i.e. copies, faxes, stamps, envelopes, and any other administration costs relating to the above named Corporation.)

- 11) The Management firm may erect a sign indicating that they are the Manager of the complex. This sign may be placed in a location approved by the Board.
- 12) The Management firm shall act in the best interests of the Corporation and that all information shall be kept confidential, as per the Personal Information Protection Act (PIPA) of Alberta.
- 13) The Corporation shall pay to the Management firm as per the following:
\$1354.50 plus \$67.72 GST for a total of \$1422.22. This fee is due and payable on the first of each month, for the period of 12/twelve months. Commencement of this fee is on September 1, 2010.
- 14) All notices to the Corporation or the Manager may be forwarded to the Manager of the Corporation via mail or by appointment during the business hours of the Management firm.
- 15) This agreement binds the successors or assignees of the Corporation and the Management firm.
- 16) The Corporation and Management firm indemnify each other and all its servants or agents against any claims or liability arising from damage to the property or injury to any persons connected with the common property of the Corporation. This indemnity is not binding if the Corporation, Management firm, its servants or agents acts in a negligent or wrongful manner.
- 17) This agreement may be terminated, without cause, upon 30 days notice in writing by either party.

This agreement is made in the city of Edmonton, in the Province of Alberta on this the 3 day of September 2010.

THE CORPORATION: Phillips Lofts Condominiums

THE OWNER'S CONDOMINIUM PLAN NUMBER 022 2718
Operating as a Condominium Corporation

Per: _____

Per: _____

THE MANAGEMENT FIRM
FOCHAUS Management Inc.

Per: _____

