



MELBOURNE  
PROPERTY  
MANAGEMENT

**CONDOMINIUM MANAGEMENT AGREEMENT**

BETWEEN

\_\_\_\_\_ STANDARD CONDOMINIUM  
CORPORATION NO. \_\_\_\_\_

AND

MELBOURNE PROPERTY MANAGEMENT INC.

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## **CONDOMINIUM MANAGEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN:

\_\_\_\_\_ STANDARD CONDOMINIUM CORPORATION NO.  
(hereinafter called the "**Corporation**")

OF THE FIRST PART

- and -

MELBOURNE PROPERTY MANAGEMENT SERVICES INC.  
(hereinafter called the "**Manager**")

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19 as amended by registration of a Declaration and a Description in the Land Registry Office of the Land Titles Division of \_\_\_\_\_, the common elements and units of which are located at \_\_\_\_\_, (hereinafter called the "**Property**");

**AND WHEREAS** the Corporation desires the Manager to manage the affairs, the Property and the assets of the Corporation, and the Manager desires to do so, in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints the Manager and the Manager hereby accepts appointment as the exclusive Manager of the affairs, the Property and the assets of the Corporation on the terms and conditions hereinafter set forth:

### **I. NOMENCLATURE**

Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c. 19 together with any regulations thereunder, all as amended (hereinafter called the "**Act**"); the *Condominium Management Services Act, 2015*, together with any regulations thereunder, all as amended (the "**CMSA**"); and the Corporation's Declaration, By-Laws and Rules. Any reference to the Declaration, the By-laws or the Rules is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement. Whenever reference is made in this Agreement to any statute or regulation or section of a statute or section of a regulation, such reference is deemed to extend and apply to any amendments to the statute or regulation or section of the statute or section of the regulation or re-enactment of the statute or of the regulation or of section of the statute or regulation, as the case may be. The Manager acknowledges that it is familiar with the terms of the Act, the CMSA and the Agreement Documents (as defined below) as of the date of this Agreement.

### **II. TERM**

The term of this Agreement shall be for three (3) years and commence on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_ until the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ and thereafter shall continue in full force and effect from month-to-month unless terminated in accordance with Article XVI hereof.

### **III. ROLE OF MANAGEMENT**

The Manager fully accepts that its function is to assist the Board of Directors (hereinafter called the "**Board**") in the operation and administration of the Corporation and of the Property and assets of the

Corporation and accepts the relationship of trust and confidence established between itself, the Board and the owners of the units by entering into this Agreement. The Manager will work under the direction and supervision of the Corporation's Board. The management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board and the Manager further agrees to carry out expeditiously the instructions of the Corporation and its Board. The Agreement Documents consist of this Agreement, the Declaration, the By-laws, the Rules, and the Reciprocal Agreement (if any) and the resolutions of the Board that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by this Agreement. Changes to any Agreement Documents (including any new resolution of the Board which constitutes an Agreement Document) made or passed subsequent to the date hereof require the concurrence of the Manager insofar as such changes increase its obligations, authorizations or rights under this Agreement.

The Corporation and the Manager acknowledge that the Manager is an independent contractor. Nothing in this Agreement shall be construed to constitute the parties as in an employment relationship, partnership or agency relationship. All contracts of the Corporation shall be executed by an authorized signing officer (or officers) of the Corporation. Notwithstanding the foregoing, the Manager may be appointed as an agent of the Corporation with limited authority. Such an appointment may only be made by a valid resolution of the Board under the express terms of this Agreement. Should the Board adopt such a resolution, there shall be no change in the Manager's status until such time as the Manager has received written notification from the Board of such change in its legal relationship, and the Manager's status as agent shall be limited only to those matters expressly set out in the Board's resolution referenced herein.

The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, including administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the CMSA, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations, and all binding court or tribunal orders, judgments or decrees, and all directives, policies, rules and orders given by any government agency or regulatory body, all as these pertain to or are binding on the operation of the Corporation and of the Property (collectively, the "**Legal Requirements**"). In the event the Manager is instructed to take any action which, in the Manager's opinion, is contrary to the Legal Requirements, the Manager shall advise the Corporation so in writing immediately. In addition to the indemnity provisions otherwise contained in this Agreement, in the event that any damages are incurred by the Manager by virtue of such instructions given after the Manager has given written notice of disagreement, the Corporation shall fully indemnify the Manager for any loss, cost or damage resulting from such instructions

The Manager shall at all times have a valid licence in accordance with the CMSA, for the provision of its condominium management services. The Manager acknowledges that it complies and will continue to comply with all licensing and insurance requirements under the CMSA. The Manager shall ensure that its personnel who perform condominium management services receive a licence pursuant to the CMSA. The Manager shall not do anything whether through any act or omission, so as to jeopardize its licence or that of its licence-carrying personnel. The Manager shall provide evidence that it possesses a valid license and shall ensure that its licence-carrying personnel do the same. The Manager shall also immediately notify the Corporation if its licence or the licence of its licence-carrying personnel at the Property has been suspended or revoked or if the Manager has reason to believe that this may occur.

#### **IV. SPECIFIC DUTIES OF THE MANAGER**

The Manager shall perform the following specific duties, subject to the direction of the Board:

##### **(a) Corporation Funds**

Collect and receive on behalf of the Corporation all monies payable by the Owners or others to the Corporation and deposit the same forthwith in a separate bank account, designated as the "General Operating Account", in the name of the Corporation with a Canadian Chartered Bank or Trust Company subject to the overall control of the Board with signing authority to be as directed by the Board from time to time. All such monies shall thereafter be held in the General Operating Account



and administered by the Manager and used to:

- (i) pay for insurance coverage and any appraisals in connection therewith required of the Corporation in accordance with the provisions of the Act, the Declaration and By-laws, including Director's Liability Insurance and Crime / Fidelity Insurance covering the Corporation's signing officers;
- (ii) pay the expenses of operating, maintaining and repairing the Property as provided in this Agreement. If the Manager has signing authority for all utility bills, and should the Manager fail to pay any properly incurred utility bills by their due date and such late payment result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge;
- (iii) deposit to the credit of the Corporation in a separate bank account for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis or as otherwise directed by the Board, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement to the Reserve Fund, as well as any cash arising from the investment of Reserve Fund monies (whether as interest, payment at maturity or redemption, proceeds of sale or otherwise); and ensure that the monies so deposited are used only for Reserve Fund expenditures in accordance with subsection 93(2) of the Act, and that such monies are not used in the payment of operating expenses and that such monies shall only be invested in eligible securities prescribed in accordance with an investment plan developed in conjunction with the Board pursuant to subsections 115 (6), (7) and (8) of the Act;
- (iv) pay such other costs or expenses properly chargeable to a bank account of the Corporation as are contemplated in the other provisions of this Article IV; and
- (v) prepare cheques or transfer funds by electronic means, for the payment of all expenses properly incurred by or on behalf of the Corporation, accompanied by an invoice, receipt, work order or such other documentation identifying the particulars of the expense for which payment is being made and submitting them to the Board for approval and signature at least one (1) week in advance of the due date, where feasible. Should the Manager fail to pay and properly incurred accounts by their due date through no fault of the Corporation and such late payments result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge.

(b) **Maintenance and Repair of Property**

Arrange, subject to Article XII hereof, for the effective and economical operation, maintenance and repair of the Property and the assets of the Corporation in accordance with the Agreement Documents, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of naturalgas, electricity, water and other utilities services;
- (ii) endeavor to comply with the enforcement of any regulations and requirements of the Federal, Provincial and Municipal Authorities having jurisdiction (including, without limitation, Police and Fire Departments and the local Board of Health), as well as with all binding court or tribunal orders, judgments or decrees, which affect the Property and of which the Manager should be aware or has been notified;
- (iii) maintain and repair, or cause to be maintained and repaired, those parts of the Property and the assets of the Corporation which require maintenance and repair in accordance with the Act and the Agreement Documents; including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations necessary in connection with maintaining the Property in a functional condition;
- (iv) carry out the foregoing duties by means of employees of the Manager or the

Corporation and/or independent contractors, in each instance, as may be more effective or economical for the Corporation;

- (v) maintain and manage, on behalf of and at the expense of the Corporation, such staff personnel, contractors or subcontractors (in the latter's capacity as the employers or contracting party) as may be required at all times to carry on, promptly and efficiently the foregoing duties and any requirements and instructions of the Board;
- (vi) use its best efforts to ensure that any building deficiency required by the Corporation to be repaired or rectified is corrected and, if applicable, to pursue the correction of any building deficiency short of legal action under any warranty applicable to the property; and in this regard the Manager represents and warrants that it is familiar with the filing requirements of the *Ontario New Home Warranty Plan Act* R.S.O. 1990, Chapter 0.31, as amended and of the procedures to be followed under that statute in order to protect the interest of the Corporation; and
- (vii) the Manager shall also recommend and arrange for the performance of Reserve Fund Studies as may be required from time to time pursuant to Section 94 of the Act, subject to the approval of the Board.

(c) **By-law Enforcement**

Take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board and, when directed to do so by the Board, initiate at the expense of the Corporation, legal enforcement proceedings through the Corporation's solicitor.

(d) **By-law Advisement**

Advise and consult with the Board with respect to any further By-laws or Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property and the Corporation for the common benefit of the Owners.

(e) **Communication to the Owners**

Communicate to the Owners and/or residents, in accordance with the directions of the Board or an appropriate officer of the Corporation, any announcement and the text and import of any new By-law or Rule, or any amendment to the Declaration or any By-law or Rule.

(f) **Insurance and Claims**

- (i) On direction from the Board, obtain for submission to the Board a minimum of two (2) quotations by the Corporation's selected broker for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;
- (ii) Ensure that such coverage conforms with all the requirements of the Agreement Documents;
- (iii) Take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
  - 1) any claim by the Corporation under any of its insurance policies;
  - 2) any claim by the Corporation against an owner for damage resulting from the owner's default in the performance of an obligation to maintain and repair; or
  - 3) any other claim by or against the Corporation

Such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence; and

- (iv) Monitor and report to the Board, or if prompt action is required, to an appropriate officer of the Corporation, developments in the processing of insurance or other claims by or against the Corporation and see that the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss.

(g) **Inadequate Performance by Contractors**

Use reasonable diligence, by direct inspection or giving direction to the Superintendent and or Maintenance Supervisor, if any, to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract.

(h) **Construction Liens**

Retain or cause to be retained holdbacks required by the *Construction Act*, R.S.O. 1990, as amended and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of such work, inform the Board and forthwith take all necessary steps to have the same removed and discharged as directed by the Board.

(i) **Employees of the Corporation**

Save and except for those employees described in Paragraph IV (j) whose wages and employment expenses shall be borne by the Manager, the Manager shall

- (i) on the basis of budget allocation and job description approved by the Board and observance of applicable legal requirements, advertise for, recruit, interview, investigate, evaluate and hire at the expense of the Corporation qualified and competent applicants for on-site employment required for the efficient operation and maintenance of the Property and the physical assets of the Corporation, including, without limitation, administration, supervision, security, repair and cleaning unless such functions have been contracted with independent contractors;
- (ii) in the name of the Corporation, hire as employees of the Corporation such of these applicants as are approved, with authority to dismiss them, only after the approval of the Board; instruct and train such employees (including where appropriate, technical instruction in the operation and maintenance of equipment on the Property); and monitor the performance of such employees (including an annual performance review) and ensure the proper carrying out of their duties. All persons hired as employees of the Corporation to perform services for the Corporation are employees of the Corporation, except the Condominium Manager, the Assistant Condominium Manager and the Site Administrator who are the employee of the Manager. The Corporation assumes all risk and liability in respect of its employees. The Corporation fully indemnifies the Manager for any Loss suffered by the Manager with respect to the settlement or satisfaction of claims, either by adjudication or compromise, which occur as a result of the Corporation's role in the employment of any employee of the Corporation. Notwithstanding the foregoing, where such claims relate to the alleged wrongful termination of such employee, the Corporation shall not be obligated to indemnify the Manager for any Loss with respect to such claims unless the Manager terminated such employee on the express written instruction of the



Board. Where such employee has been terminated by the Manager without the express written instruction of the Board, the Manager shall indemnify the Corporation for any Loss with respect to the settlement or satisfaction of claims relating to such employee. For the purpose of this paragraph, Loss includes the amount of any principal sum, award, settlement or verdict, actually paid or payable, after making proper deduction for all recoveries and salvages. Loss also includes those costs incurred by the Manager or the Corporation in the investigation and defence of actions, claims or proceedings and appeals therefrom. Loss includes all costs taxed against the Manager or the Corporation in any civil suit defended by the Manager and any interest accruing after judgment. Notwithstanding the foregoing, Loss as it relates to any claim that the Manager may have against the Corporation pursuant to this subparagraph shall not include any risk or liability resulting from or related to negligence, fraud, illegal or dishonest act or omission or intentional harm or breach of this Agreement by the Manager;

- (iii) arrange for payment by the Corporation, as part of its operating expenses, the wages salaries, benefits and all other employment costs of the employees of the Corporation, including, without limitation, unemployment insurance, Workers' Compensation, Employer's Health Tax and Canada Pension Plan contributions and other employment costs and benefits as herein provided and the Corporation hereby acknowledges its liability in respect of such payments;
- (iv) at the option of the Board, provide to the employees of the Corporation the employment benefits as are provided by the Manager for other Condominium Corporations' employees and bill the Corporation for the cost of such benefits and any applicable taxes;
- (v) indemnify the Corporation for any claim for additional compensation, damages and/or other payments that may be made against the Corporation by the Condominium Manager, upon the termination of employment of such persons or otherwise, the Manager hereby acknowledges that it, and not the Corporation, shall bear any liability arising from such claim and that this provision shall survive the termination of this Agreement; and
- (vi) maintain proper payroll records with respect to all employees of the Corporation; make payroll reports and returns required by law; and remit promptly to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workers' Compensation, Employers' Health Tax, and any other deductions or payments which, from time to time, may be applicable to any such persons and/or the Corporation as the employer.

#### (j) Employees of the Manager

The Manager shall comply with the following terms and conditions with respect to the employees of the Manager:

- (i) Supply at its own expense the services of a General Licensed Condominium Manager and / or a Limited Licensed Condominium Manager.
- (ii) The Corporation agrees that it shall reimburse the Manager for obtaining any necessary licenses and permits for the benefit of the Corporation. The Manager shall be responsible for complying with any applicable federal, provincial and municipal laws pertaining to the employees, servants, or own agents it employs in carrying out the services under this Agreement and shall, where applicable, pay, deduct, and remit to the appropriate government authority income tax and employer and employee contributions, premiums and assessments for Canada Pension, Employment Insurance, Employer Health Tax and Workers Compensation in respect of its employees who provide services under this Agreement, and any similar deductions or payments which may from time to time

be applicable to such employees.

- (iii) The Corporation hereby expressly acknowledges and agrees that the Manager has affected considerable monetary and non-monetary input and investment in its infrastructure organization, employees and business, and that the centerpiece of its effective management, continuing expertise, service and improvements is its employees. Accordingly, the Corporation hereby covenants and agrees that it will not knowingly solicit, hire, or engage, either directly or indirectly, any person that the Corporation knew or ought to have known was an employee of the Manager, and that was involved in the management of the Corporation immediately prior to the termination of this Agreement, for a period extending for twelve (12) months after the cessation or termination of this Agreement and/or the Manager's arrangements or relationship with the Corporation, regardless of the manner in which that this Agreement and/or any such arrangements or relationship has ceased or terminated. In the event of the Corporation's breach of the preceding provision, then in addition to any other remedies available to the Manager at law or in equity, it is acknowledged and agreed that the Manager shall be entitled, as a matter of right, to injunctive relief in any court of competent jurisdiction, in pursuit of the enforcement of said provision.

#### (k) Materials, Equipment and Supplies

Subject to Article XII hereof, purchase on behalf of the Corporation such equipment, tools appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property; maintain a current list of all inventory, equipment and chattels of the Corporation as part of its records; and, in any such purchase or in any contract for services effected on behalf of the Corporation, ensure that the Corporation is given the benefit of any volume or other price or service advantage which the Manager has obtained from the supplier.

#### (l) Occurrence Report and Preventative Maintenance

- (i) Submit to the Board an occurrence report in respect of any significant accident, emergency, break down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board and follow up the occurrence so reported by informing the Board of the disposition of such occurrence or as the Board may require;
- (ii) prepare, amend from time to time as required by circumstances, and, in each case, submit to the Board for approval a detailed schedule of the work to be performed by each person which the Corporation employs to work at the Property; assign to each such person on a regular basis the work contemplated by the work schedule and provide any needed directions; cause the Condominium Manager to conduct each month a complete walk through inspection of the common elements for the purpose of identifying items which at the time of the inspection require or in the near future following the inspection will require maintenance or repair; make arrangements for any corrective action; prepare and submit to the Board the monthly written inspection report on items noted in the Condominium Manager's inspections; prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Act, the Declaration, the By-laws and the Rules by Owners, residents and others which have come to the attention of the Condominium Manager and the steps taken to correct the situation; and
- (iii) Arrange with a third party pursuant to a contract with the Corporation, for the preventative maintenance to equipment, including major technical and electrical equipment and plumbing systems, in accordance with the recommendations of manufacturers or suppliers thereof. The Manager shall also maintain general maintenance procedures and schedules to be followed by any employees of the Corporation. The Corporation shall make available to the Manager all shop drawings, as-built architectural and structural plans, maintenance and operating manuals for

mechanical and electrical equipment and plumbing systems and such other documents as the Manager reasonably requires to carry out its duties that are in the Corporation's possession from time to time.

(m) Information and Emergency Situation

- (i) Receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation, which communications, when action is required by the Manager or the Board, shall be requested to be in writing, except in case of emergency; to the extent that the subject matter of any such communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose of, or co-ordinate the dealing with and the disposition of, such matter, provided, however, that any matter involving a policy decision or an interpretation of the Agreement Documents shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and deal with;
- (ii) Keep the Board and Owners and Residents advised of the current telephone number or numbers at which an agent or employee of the Manager may be reached, at any time during normal business hours in respect of any infraction of the Agreement Documents or at any time during the day or night, in respect of any emergency involving any part of the Property or any assets of the Corporation; make all arrangements to deal promptly with such infractions and immediately with any such emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation; deal in the first instance with minor emergencies and infractions and forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Agreement Documents; it being understood that, if the Corporation informs the Manager of an occurrence which the Corporation considers to be an emergency of a major nature, the Manager shall take immediate steps to deal with such occurrence to the extent practicable, whether or not the Manager considers it to be correctly characterized as being of a major nature.
- (iii) Fire and Safety Procedures

Cause to be prepared, by a qualified third-party consultant, and then put into practice, a formal Fire Safety Plan which shall at the minimum include:

- 1) Compliance with the Ontario Fire Code;
- 2) Identification of all residents requiring assistance in the event of an emergency;
- 3) The formation and introduction of response team(s); and
- 4) Identification and elimination on a planned basis of hazards to safety.

(n) Notice of Meetings

- i) An authorized representative of the Manager shall attend meetings of the Board for the whole of such meetings (of no more than three hours in duration) and shall be limited to weekday days or evenings and to no more than twelve (12) Board meetings annually, plus one meeting of owners/annum. All meetings in excess of the above noted paragraph shall be billed at a rate of Two-hundred and Fifty (\$250.00) dollars per hour for each Regional or executive in attendance and One-Hundred and Fifty (\$150.00) dollars per hour for each management representative in attendance.
- ii) At the request of the Board, schedule, arrange facilities and prepare all Notices and accompanying materials for all annual or special meetings of the Owners and deliver to the Owners and Mortgagees entitled thereto within the time(s) prescribed under the Act and the By-laws such notices and other information as are required in connection with the holding of such meetings; and at the expense of the Corporation, copy, distribute or post all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the

applicable event; announcement of work to be performed in the common elements, and cause an authorized representative of the Manager to attend all meetings of the Board and all meetings of owners unless otherwise directed by the Board.

(o) **Books and Records of the Corporation**

- (i) Keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board within eleven (11) working days following the end of each month financial statements summarizing the transactions made during such month as more particularly described in paragraph (q) below; (the Manager hereby acknowledges that such books and records are the property of the Corporation).

(p) **Annual Budget**

Prepare and present to the Board for its approval at least two (2) months before the commencement of each fiscal year an estimated budget in writing for the following year in keeping with the budget guidelines previously adopted by the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses.

(q) **Financial Reporting**

- (i) Provide the Board with monthly and year-to-date itemized unaudited financial statements by the 11<sup>th</sup> working day of each month showing:
  - 1) Corporation income on an accrual basis;
  - 2) dollar amount of common expense assessment collected;
  - 3) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
  - 4) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
  - 5) the names and amounts of all other delinquent accounts;
  - 6) particulars of accounts, term deposits, certificates and any other information respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
  - 7) particulars of significant variations from budget;
  - 8) an income and expense statement; and
  - 9) a balance sheet.
- (ii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors.
- (iii) Provide the Board of Directors of the Corporation on a monthly basis with a copy of the following:
  - 1) A general bank statement summary;
  - 2) A reserve fund bank statement summary;
  - 3) A bank reconciliation for the General Account;
  - 4) A bank reconciliation for the Reserve Account; and
  - 5) A detailed general ledger analysis.
- (iv) If so requested by the directors or any of them, provide copies of the financial documentation referred to in this Article IV(q) in printed form to such directors at the Corporation's expense.

(r) The Register

Maintain a register in accordance with the Act; use its best efforts to keep an up-to- date record of the names and addresses of all unit Owners and the e-mail addresses of those unit Owners that have agreed to receive notice by e-mail, those mortgagees who have notified the Corporation of their interest and of any tenants or other occupants of which the Manager has knowledge including any notices of summary of leases, copies of leases and renewal of leases provided in accordance with the Act (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Condominium Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit).

(s) Status Certificate

- (i) Upon receipt of a written request from any person and receipt of the fee, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to such unit in the form and with the contents prescribed by such regulations (a "**Status Certificate**") and to issue such Status Certificate within the time limit prescribed by the Act;
- (ii) The Manager shall not be obligated or responsible for inspecting any of the units which are the subject of a request for a status certificate (nor any portion of the exclusive use common element areas appurtenant thereto), in order to determine whether any violation of the provision of the Act, or Corporation's Declaration, By-laws and/or Rules exists, prior to issuing any status certificate in connection therewith. It is expressly understood and agreed that the purchaser, mortgagee or other party or parties requesting a status certificate shall be solely responsible for undertaking any such inspections and the Manager shall ensure that such obligation of the purchaser, mortgagee or other party or parties requesting a status certificate, is clearly stated in the status certificate.
- (iii) Be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in any Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of a Status Certificate. Save as aforesaid, and notwithstanding the provisions of Article X, the Manager shall indemnify and save the Corporation and its directors and officers harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in any Status Certificate of which the Manager had or ought to have had knowledge or arising out of the Manager's failure to issue any Status Certificate within the prescribed time limits prescribed by the Act; this provision shall survive the termination of this Agreement; and
- (iv) Be entitled to the fee prescribed by Regulation pursuant to the Act for the preparation and issuance of Status Certificates and related documentation and such other costs that may be incurred from time to time as a result of the preparation and issuance of same.

(t) Manager's Report and Access to Records

(i) Manager's Report

Present to the Board at least three (3) business days prior to each regularly scheduled Board meeting a written Manager's Report, to serve as a formal form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation, the directives of the Board to the Manager and show the actions of the Manager with respect to these directives of the Board; and



(ii) Access to Records

Make available all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner, purchaser or mortgagee or his or her agent duly authorized in writing in accordance with s. 55 of the Act and its related regulations.

(u) Investment of Surplus & Reserve Funds

Develop and monitor an investment program as approved by the Board to obtain an acceptable return on all revenues of the Corporation, including interest accumulating on surplus cash and upon long-term reserve accounts and, in this endeavor, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board and permitted by law.

(v) Crime / Fidelity Insurance - of the Manager

Arrange, obtain and maintain Crime / Fidelity Insurance coverage, covering the Manager's own employees for, in the name, and at the expense of the Manager in an amount of not less than one million dollars (\$1,000,000) per occurrence with loss payable to the Corporation, which Crime / Fidelity Insurance shall not be terminated by either the insurer or the Manager unless at least sixty (60) days prior written notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors. The Manager shall provide evidence of such Crime / Fidelity Insurance coverage being in place prior to this Agreement becoming effective, annually thereafter as long as this Agreement is in force, and at any time a request for such evidence is made by the Corporation, acting reasonably.

(w) Spending Restrictions

Where the cost of performing work or services (other than utilities) and/or goods or materials to be furnished to the Corporation exceeds the sum of Two Thousand Five Hundred Dollars (\$2,500), for any one item or series of related items or to have a duration in excess of one (1) year, obtain and submit at least three (3) written tenders unless the Board is satisfied with a fewer number, for presentation to the Board and obtain the approval of the Board prior to entering into the contract.

(x) Filing of Returns

In connection with all contracts to perform work or services entered into by the Manager, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.

(y) Personal Information

(i) The term "personal information" shall mean all information about an identifiable individual as set out in all applicable privacy laws, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) (Personal Information). The Manager shall protect and keep confidential all Personal Information about or pertaining to all individuals that is disclosed by the Corporation or otherwise obtained by the Manager under this Agreement. During and after the term of the Agreement, the Manager shall collect and use Personal Information of the Corporation's unit owners and residents only to exercise the rights and perform the obligations for which such information was disclosed to the Manager, as specifically set forth in or clearly implied by this Agreement;

(ii) The Manager may not disclose Personal Information to another party unless such disclosure is (i) permitted under this Agreement; (ii) authorized by the Corporation,

or (iii) required by law, in which case the Manager will provide prior notice of such disclosure to the Corporation.

(z) **Occupational Health and Safety Act**

The Manager covenants and agrees to comply with the provisions of the *Occupational Health and Safety Act* (“**OHS**A”) including monitoring the Corporation’s policies with respect to workplace violence and harassment. and/or sourcing appropriate staff training as authorized by the Corporation, at the Corporation’s expense. The Manager shall act reasonably to ensure the safety of the Property as a workplace for those who attend the Property to provide services.

(aa) **Accessibility for Ontarians with Disabilities Act, 2005**

The Manager covenants and agrees to comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005* (“**AODA**”), and without limitation, and acknowledges that its employees are familiar with the customer service standard under AODA. The Manager will also use reasonable efforts to require that all third- party contractors comply with AODA.

(bb) **Director Training**

The Manager shall take reasonable steps to ensure that: (i) all persons elected or appointed to the Board after November 1, 2017 complete the mandatory director training within six (6) months of being elected or appointed onto the Board; and (ii) the directors provide the Corporation with evidence of completion within fifteen (15) days of receiving same for inclusion in the Corporation’s records.

(cc) **Condominium Authority of Ontario**

The Manager shall pay the Condominium Authority of Ontario (“**CAO**”) assessment fees, on behalf of and at the expense of the Corporation, in accordance with the provisions of the Act.

The Manager shall file with the Registrar all Returns and Notices of Change on behalf of the Corporation as prescribed by the Act, and any related filing fees shall be borne by the Corporation except that the Manager shall indemnify and save harmless the Corporation from any fees or financial penalties arising from the late filing of any returns or notices required to be filed with the Registrar.

(dd) **Information Certificates**

Prepare and deliver Periodic Information Certificates, Information Certificate Updates and New Owner Information Certificates, as required in accordance with the Act, at the expense of the Corporation.

**V. LEGAL SERVICES**

The services of the Manager shall not include the provision of legal services of any kind but shall include the procuring of such services upon the express instructions of the Board.

**VI. ACCESS TO UNITS**

Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.

**VII. MANAGER'S COMPENSATION**

- (a) Unless terminated in accordance with the provisions of Article XVI, the Manager shall be compensated as follows, the current fees being due and payable from the current common expense assessments collected each month and payable monthly in advance, on the first day of each and every month:

Unless terminated in accordance with the provisions of Article XVI, a fee of \_\_\_\_\_ Thousand and \_\_\_\_\_ Hundred Dollars (\$) per month from \_\_\_\_\_, 202\_ to \_\_\_\_\_, 202\_, a fee of \_\_\_\_\_ Thousand and \_\_\_\_\_ Hundred Dollars (\$) per month from \_\_\_\_\_, 202\_ to \_\_\_\_\_, 202\_, and a fee of \_\_\_\_\_ Thousand and \_\_\_\_\_ Hundred Dollars (\$) per month from \_\_\_\_\_, 202\_ to \_\_\_\_\_, 202\_, is payable monthly in advance, on the first day of each and every month. The Manager's fee includes all management staff salaries and all office expenses directly related to the business of the Manager with respect to the performance of the duties of the Manager hereunder, but does not include any expenses directly related to the business offices of the Corporation; provided that any additional expenses or costs shall be payable to the Manager by the Corporation hereunder only if agreed to in writing by the Corporation. The Manager's fee does not include disbursements incurred on behalf of the Corporation, including parking charges for staff employed by the Manager. In addition to any parking charges as aforesaid, the Corporation agrees to provide to the Manager, without cost, the use of at least one (1) parking space at the Property at all times.

Notwithstanding any other provision of this Agreement to the contrary, in addition to the management fees noted above, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, value added taxes or any other taxes imposed on the Manager with respect to the Management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services, sales tax, value added tax or otherwise, (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of such value taxes so payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of such amount as it has for the recovery of the management fees under the Agreement.

- (b) Additional fees (the "Additional Fees") for various services, apply as set out in various provisions of this Agreement, and shall be invoices as set out in Schedule "A". Additional fees may also apply to certain legislative developments from time to time.
- (c) The Corporation shall provide, without charge, for the exclusive use of the Manager and its on-site staff working for the Corporation, such office accommodation as is designated by the Board as the "Management Office" and such common element parking spaces or other parking spaces necessary or desirable in order to permit the Manager's staff to attend at the Property to carry out and perform the Manager's management functions.
- (d) Subject to Article XVI, the parties agree that at the expiration of the term of the Agreement resulting in a renewal, the Manager's fee will be renegotiated with the Corporation within sixty (60) days of the expiration of the original term and the revised and agreed upon fee shall be acknowledged in writing by both parties and such acknowledgement shall be deemed to amend accordingly the second paragraph of this Article VII for such renewal term and shall be appended to this Agreement.
- (e) Records Request:
- (i) Notwithstanding any other provisions in this Agreement to the contrary, where records are requested by an owner/mortgagees and/or their designated representative and the records request would require expending a significant amount of time and/or resources by

the Manager, the Manager may charge the Corporation \$31.50/hour to properly compensate for time spent in labour relating to the records requested, except where the Act prohibits the Corporation to charge a fee for the production of a record (i.e. the production of a core record by electronic copy) in which case the Corporation shall not be charged. It is the intention of the Parties that such charge, if any, will be recovered by the Corporation from the requester of the records in accordance with the Act.

(ii) The Manager shall be responsible for estimating the cost of labor and copying charges (which copying charges shall be charged in accordance with the Act) for the requested records, where applicable. In the event that the actual cost of labor and copying charges exceed the estimated costs, the Manager shall: (i) for labor costs, only be entitled to charge the Corporation 10% more than the estimated labor cost; and (ii) for copying costs, be responsible to reimburse the Corporation for any amounts which the Corporation is not permitted to recover from the owner.

#### **VIII. UNIT REPAIRS, PLANS AND SPECIFICATIONS**

- (a) Notwithstanding any other provisions of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually save and except in those circumstances where the Corporation has a statutory obligation to repair the unit after damage or in accordance with the Act or in accordance with the Agreement Documents upon the express written direction of the Board.
- (b) Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, shall be provided at the expense of the Corporation, provided, however, that the Board or its designated representative from time to time shall authorize the retaining of any such architectural or engineering assistance before any such expense is incurred.

#### **IX. CO-OPERATION OF THE BOARD**

The Corporation acknowledges that the Board must cooperate with the Manager to the extent required to enable the Manager to perform expeditiously, efficiently and economically the management services required under this Agreement and must provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. In particular, the Board may designate, from time to time, the person who, with respect to any specific matter, or category of matters, relating to the management of the Property or the affairs of the Corporation, is authorized to represent the Board when the Manager wishes to consult with, or obtain the approval of, the Board before proceeding with any work, act or action; or for the purpose of giving directions or instructions to, or otherwise dealing with, the Manager; with respect to such matter or category of matters. If such designation is made, the Manager is directed not to consult with, obtain approval of, or accept directions or instructions with respect to such matter or matters from any other person. In the absence of designation, or if a designation is revoked, the President of the Corporation shall be deemed to be the person who has such authority.

#### **X. INDEMNIFICATION**

The Corporation shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all claims, suits, actions, obligations, liabilities, demands, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Property, or arising out of the payment or non-payment of any debts incurred or owing by the Corporation by reason of carrying out the provisions of this Agreement or acting upon the directions of the Corporation, except in the case of any act or omission of the Manager or any of its employees or agents, any default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act, willful misconduct or intentional harm on the part of the Manager, its employees or agents. The Manager shall, during and after the termination of this Agreement, indemnify and save the Corporation, its directors, officers, agents, employees, Owners and residents completely free and harmless from any and all claims, suits, actions, obligations, liabilities, demands, costs, expenses and fees arising out of any act or omission of the Manager or any of its employees or agents, the default of the Manager in complying with the

provisions of this Agreement or any negligence, fraud, illegal or dishonest act, willful misconduct or intentional harm caused by the Manager, its employees or agents.

## **XI. COMMERCIAL LIABILITY INSURANCE**

- (a) The Corporation shall obtain, or authorize the Manager to arrange for, commercial general liability insurance on the Property to a limit of not less than five million dollars (\$5,000,000) inclusive, under the terms of which:
  - (i) the Manager shall be named as an insured together with the Corporation, as their interest may appear, in each policy providing protection against any claims for personal injury, death, property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations; and
  - (ii) the insurer undertakes to provide the Manager at least thirty (30) days prior written notice of cancellation or of any material change in the provisions of any such policy. The Corporation, upon request, will provide to the Manager a certificate of insurance in respect of any such policy.
- (b) The Manager shall, during the term of this Agreement and any extensions or renewals thereof, place and maintain at its sole costs and expense in the name of the Manager, commercial general liability, showing a limit of not less than five million dollars (\$5,000,000), which insurance policy shall include coverage for contractual liability, non-owned automobile liability, tenant's legal liability, employers' liability and employee benefits errors and omissions, under the terms of which:
  - (i) the Corporation shall be named as an insured together with the Manager, as their interest may appear, in each policy providing protection against any claims for personal injury, death, property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations; and
  - (ii) the insurer undertakes to provide the Corporation at least thirty (30) days prior written notice of cancellation or of any material change in the provisions of any such policy.

In addition, such policy shall contain a severability of interest's clause and a cross- liability clause.

- (c) The Manager shall also place and maintain at its sole costs and expense in the name of the Manager, professional liability (errors and omissions) insurance showing a limit of not less than two million dollars (\$2,000,000).

Prior to the effective date of this Agreement, the Manager shall provide the Corporation with certificates of insurance in accordance with the requirements of the *CMSA* and regulations made thereunder, for the insurance required under subsections XI (b) and (c), and subsection IV (v). The Manager hereinafter, agrees when requested agrees, to provide the Corporation with a certificate of insurance prior to the effective date of this Agreement and thereafter annually as evidence that it is maintaining such insurance.

## **XII. SPENDING AUTHORITY AND DEFICIT FINANCING**

The annual budget shall constitute the major control under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. No expenses may be incurred or commitments made by the Manager in the name of the Corporation in connection with the maintenance and operation of the Property in excess of the amounts allocated to the various classifications of expense in the approved budget or in excess of the spending restrictions set out in Article IV(w) except with the written approval of the Board; provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property,



or required to avoid the imposition of penalties, fines, imprisonment or any other substantial liability may be made by the Manager irrespective of the cost limitation imposed by this paragraph and Article IV(w). Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding every such expenditure.

Unless the Board has specifically authorized such procedure, under no circumstances shall the Manager advance funds to the Corporation on a temporary loan basis whether interest is charged to the Corporation or not in the event of a cash deficit occurring in the Corporation's current account. The Manager shall notify the Board of any anticipated cash deficit and the Board shall take immediate steps to obtain the necessary funds to cover any such deficit in accordance with the By-laws by either the levying of a special assessment, the delivery of a revised budget, or the exercise of its borrowing authority on behalf of the Corporation.

### **XIII. COLLECTION OF COMMON EXPENSES**

The Manager, in addition to its covenant to enforce the Declaration and By-Laws as herein provided, shall actively pursue the collection of unpaid common expenses assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost save in those instances where legal action, including the registration of Certificates of Lien pursuant to the Act, is required. It is understood that the Manager shall instruct the Corporation's solicitor to serve the owner with a Notice of Lien in the prescribed form, pursuant to Subsection 85(4) of the Act, and then instruct to register the Certificate of Lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults.

In the event that the Manager fails to notify or instruct the Corporation's solicitor to serve the owner with a Notice of Lien in the prescribed form and/or to register a Certificate of Lien within the time prescribed by the Act covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.

### **XIV. FIDUCIARY RELATIONSHIPS**

The Manager may engage any parent or subsidiary Corporation or any persons, firm or Corporation affiliated or otherwise connected with the Manager (hereinafter called the "Affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation; provided, however, that the Manager may engage an Affiliate if it has made disclosure to the Corporation that the Manager intends to engage an Affiliate and the Manager has obtained at least two additional quotations from other competent suppliers or contractors who are not Affiliates of the Manager and prior written approval of the Board in each and any such instance is obtained and subject further to the provisions of Article XII hereof.

### **XV. RELATIONS WITH OWNERS AND RESIDENTS**

- (a) The Manager shall promptly and courteously deal with all reasonable requests or complaints by the Board, any Owner or resident or any mortgagee of a unit relating to the management of the Property or the duties or obligations of the Manager pursuant hereto, and record in writing any such requests or complaints and the eventual disposition thereof;
- (b) The Manager shall maintain businesslike relations with Owners and residents whose service requests relating to the common elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to common elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by the Manager in as prompt and diligent a manner as possible; and
- (c) The Manager shall acknowledge the receipt of a request or complaint within one (1) business day.

## XVI. TERMINATION

- (a) Either party may terminate this Agreement, without cause, with effect as at the last day of a calendar month, upon giving at least sixty (60) days written notice to the other party specifying the termination date or payment in lieu thereof. Upon expiration of such notice period or payment in lieu thereof, the Manager shall surrender to the Corporation the corporate seal, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property and such transfer of records shall be in accordance with the CMSA and all regulations made thereunder, and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after such termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all such contracts, records, files and other termination documents or information.
  
- (b) The parties agree that the term of this Agreement shall not be allowed to lapse without notice of termination in writing given by either party to the other not less than sixty (60) days prior to the expiration of the term of this Agreement. Should notice of termination not be given sixty (60) days prior to the expiration of the term of this Agreement, as provided herein, the Agreement shall continue on a month to month basis until terminated upon sixty (60) days written notice, as provided herein, and the Manager's fee shall immediately increase by 2% and if a full year has occurred since the commencement of the automatic extension period, the Manager's fee shall increase by another 2% per annum and further, shall increase by 2% for each subsequent year thereafter until this Agreement is terminated or re-negotiated.
  
- (c) In addition to the rights of the parties described in paragraph (a), this Agreement shall terminate immediately without the requirement of the Corporation to give notice upon the happening of any of the following events:
  - (i) the insolvency or bankruptcy of the Manager; or
  - (ii) the termination of the government of the Property by the Act; or
  - (iii) the Manager or any of the Manager's employees is insubordinate, reckless or grossly negligent in performing its duties hereunder.
  
- (d) Upon termination of this Agreement and in addition to the Manager's obligations described in paragraph (a) above,
  - (i) the Manager shall as soon as possible thereafter and 20 days after the date of effective termination pay over any balance in the Corporation's bank account managed by the Manager remaining to the credit of the Corporation (less any amounts due or owing to the Manager for fees and/or disbursements, and any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
  - (ii) and in any event, the Manager shall no later than fifteen (15) days after the date of termination, forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records, in whatever format and media the same may be recorded and maintained, kept by the Manager in relation to the management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, including, without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks, and correspondence, provided however that the Manager's own files relating to the Corporation shall be excluded;

- (iii) all accounting books and records, in whatever format and media the same may be recorded and maintained, kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within fifteen (15) days after the termination date, or after an audited statement is presented. The Manager shall provide the Corporation with unaudited financial statements for the last month of the term within no later than 30 days after the date of termination if such. Notwithstanding the foregoing, any accounting books or records that do not exist at the time the Agreement is terminated; shall be provided to the Corporation no later than thirty (30) days after the termination of the Agreement; (iv) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement; and
- (v) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after such termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Article XVI, shall survive the termination of this Agreement.

## **XVII. PROTECTING CONDOMINIUM OWNERS ACT, 2015**

### **(a) Amendments to the *Condominium Act, 1998***

Notwithstanding any provision herein to the contrary the Manager shall perform its obligations in accordance with the Act and shall take all necessary steps to ensure the Corporation's compliance with same. The provisions of this Agreement are subject to the provisions of the Act. In the event of any conflict between the provisions of this Agreement and the Act, the Act shall prevail, and this Agreement shall be deemed amended accordingly.

### **(b) *Condominium Management Services Act, 2015* ("CMSA")**

The Manager acknowledges that the Manager and its on-site staff are familiar with and shall comply with the provisions of the CMSA and all regulations made thereunder.

## **XVIII. NOTICE**

Any notice required to be given by either party to the other shall be sufficiently given if delivered by email at the email address provided by the party from time to time or mailed by prepaid registered post addressed to the Corporation, c/o the President at his/her address from time to time, and to the Manager, c/o the President at 1244 Caledonia Road, Suite 100, Toronto, Ontario M6A 2X5 and any such notice shall be conclusively deemed to have been given and received at the time of email delivery or personal delivery by one party to an Officer or Director of the other or in the case of the Manager to any person at the Manager's address, or in the event of service by mail, on the fifth (5th) working day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

## **XIX. PARTIAL INVALIDITY**

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

**XX. SUCCESSORS AND PERMITTED ASSIGNS**

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto, provided always that this Agreement may only be assigned by the Manager with the express written consent of the Corporation. Such consent shall not be unreasonably withheld.

**XXI. GENDER AND NUMBER**

Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and neuter genders.

**XXII. SIGNATURES**

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_ STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

We have the authority to bind the Corporation

MELBOURNE PROPERTY MANAGEMENT INC.

Per: Mr. Robert (Joff) Elliot  
President

: \_\_\_\_\_

I / We have the authority to bind the Corporation

**RESOLUTION BY THE BOARD OF DIRECTORS**

\_\_\_\_\_ STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_

PASSED AT A MEETING HELD ON \_\_\_\_\_, 202\_

BE IT RESOLVED THAT:

From time to time and until otherwise instructed by this Corporation, Melbourne Property Management Services Inc., shall be and is hereby authorized to execute under the seal of the Corporation the following instruments in accordance with the applicable By-law of the Corporation:

- (ee) Status Certificates pursuant to Subsection 1 of Section 76 of *The Condominium Act, 1998*, S.O. 1998, Chapter 26 as amended (the "Act").

BE IT RESOLVED THAT:

In order for the Corporation to meet its obligations under Ontario Regulation 48/01 subsections 13.3 to 13.10 which is to provide a timely response to Requests for Records from owners/mortgagees ("Requesters") or to Agents for Requesters, Melbourne Property Management Services Inc. . is hereby authorized to respond to requests for records as the agent of this Corporation.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_ STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

We have the authority to bind the Corporation