

Getting Started

To get started with our management service, you must complete the items listed below. Please try to complete all requirements at least 2 weeks before the desired commencement of service.

1. Sign Property Management Agreement:

The agreement will be sent to you electronically or as discussed and signed by the property manager (PM) and yourself. Please remember, the management may only receive instruction from the signed person(s) on the agreement. If you have any additional person(s) you wish to include, please notify us to make such provisions in the agreement.

2. Startup costs: **Total = \$782.50 (including taxes)**

The startup cost consists of a \$500.00 maintenance reserve and a \$250.00 + HST property and account setup fee. You will receive an invoice which can be paid by e-transfer OR credit card. No service can commence prior to this payment being received.

Maintenance Reserve: Owner funds to be held in trust and used as needed for maintenance requirements in accordance with your management agreement.

Property Setup Fee: Covers all initial inspections, onboarding, tenant and owner account setup, 3 additional keys cut per lock at property, key verification, damage inspection and standard visual safety checks.

Note: Start up costs reduced by 50% on all additional properties

3. Delivery of keys:

You may choose to have all available keys couriered or deliver them personally. It is recommended you label the keys before sending them and inform us of any numbering system currently in use.

4. Provide all important documents, leases & contact info:

Please provide all necessary documents to us email. Any outstanding orders or developing legal issues should also be included. (Lease, names, contacts, legal files pertaining to problems). Failure to do so may cause delays or additional costs in co-ordinating maintenance/leasing/rent collection.

5. Notify your tenants:

It is highly recommended you notify all your tenants that you have commissioned our company to manage the property as of your commencement date. It should be made clear that you will no longer be handling any matters pertaining to the building and that all communications should be directed to us. You may advise them that we will be contacting them to introduce ourselves and provide them with further instructions moving forward.

6. Coordinate with us:

In the beginning, you will require to have more frequent contact with your us to smoothly transition your property over to our management as well as resolve any ongoing issues that may be occurring. Make sure you inform us of all immediate concerns during startup.

Property Management Agreement

1. APPOINTMENT AND ACCEPTANCE:

The Owner(s) appoint Redleaf Property Solutions Inc. to manage the listed properties by which the appointment is hereby accepted, subject to the terms and conditions set forth in this agreement.

Redleaf Property Solutions Inc. shall be the sole and exclusive agent, to manage as described in this agreement, the properties listed, to make managerial decisions, to take any and all actions deemed necessary as outlined within this agreement, on behalf of the Owner(s), with the intention to promote stability to the building as an income producing property. We will fulfil this obligation to the best of its abilities and at its own discretion and means, in the Owner(s) best interest.

The signed Owner(s), whether a corporation, individual or multiple person(s), signing for themselves or on behalf of the organization(s) they represent, agree they are the legal and rightful owners of the properties assigned for management, joint or otherwise, OR, reserve the right to sign on behalf of the rightful owners, and are permitted to have the property managed under the terms listed herein, and shall, for the purpose of this agreement and engagement with Redleaf Property Solutions Inc., be referred to as the "Owner(s)" and bear the responsibilities of the title in kind.

2. SERVICES

Redleaf Property Solutions Inc. will advertise vacant units, screen potential tenants, and establish or renew lease agreements. The lease agreements will be structured in a way which best suits each property and tenancy type.

Redleaf Property Solutions Inc. will maintain the property in a way that promotes longevity of building components, good construction/trade practices, upholds property standard bylaws, and in accordance with maintenance standards required by the Ontario Residential Tenancies Act (RTA). Lawn or snow removal may be done by tenants if a separate agreement is made, or by third parties. While the property manager may coordinate snow and ice removal, Redleaf Property Solutions Inc will not be liable for slips/trips/falls, or other injuries caused by ice or snow on properties managed.

Redleaf Property Solutions Inc. will conduct tenant move-in and move-out inspections, semi-annual inspections, and any other building specific inspections if required. The owner may opt out of these inspections if a written statement is provided.

Redleaf Property Solutions Inc. withholds a \$500 reserve, per property. Any

repairs/maintenance or other costs will be paid from that reserve, which is replenished monthly. The owner gives Redleaf Property Solutions Inc. permission to utilize this reserve for necessary repairs/maintenance/costs, unless otherwise stated by the owner. Repairs/maintenance/costs projected over \$500, will require permission from the owner, **unless** it qualifies as an emergency, during which delays could result in more costs. Redleaf Property Solutions Inc. will attempt to get multiple quotes for work over \$1500.

Special Considerations: If the property is covered by a home warranty program, or maintenance agreements, we will require the owner to give us all applicable information and permissions to use this service on the owner's behalf. From our experience, sometimes these companies have slow response times, with vague service windows, and sometimes subpar repair services. Due to these issues, the owners may incur higher costs when using these services.

Compensation:

Redleaf Property Solutions Inc. will be paid a total of _____% of all rents collected, or a minimum of monthly payment of _____, as part of the "full service" package. Tenant placement costs will be billed at 75% of the monthly rent, with a minimum cost of \$450 + HST (if rented per individual rooms at different times). Minor repairs, or diagnostics, or visits that require a person present done by Redleaf Property Solutions Inc. will be billed at \$79.99/h, with a \$19.99 trip charge (minimum 1 hour), and \$149.99/h for emergency/after hours. Bi-annual property inspections are \$268 + HST. Move out inspections are \$168 + HST.

As part of the full service package, the following is included:

- 25% discount on hourly rates charged by the property management for repairs/in-person visits.
- 2 free seasonal inspections per property per year
- Free move-out inspection
- 10 hour per month per property office fees included
- All diagnostic/person present service call

3 Services (Continued)

3.1 Rent Collection & Disbursement

- 3.1.1** The property management company shall collect all rents as they become due, to render to the Owner(s) an accounting of rents received, and expenses paid, and to remit to the Owner(s) all income, less any agreed and/or necessary expenses.
- 3.1.2** The property management company shall disburse funds through direct bank transfer within the first eleven (11) days of the month, provided that the rent has been received from the tenant. (2 business days are typically required after disbursement for funds to appear in bank depending on institutions used).

The Owner(s) understand and agree that any bills or outstanding balances shall be deducted from the rental income before being disbursed to the Owner(s). A statement of account shall be provided each month.

3.1.3 General: Accounting, Records & Monthly Statements

- 3.1.3.1** The property management company shall keep complete accounts and records of property management expenses that transact through The property management company, as they relate to the property. Such records shall include an Owner(s) ledger, with reference to maintenance, legal or other charges pertaining to the property.
- 3.1.3.2** The property management company shall account for all cheques that arrive at its office, including voided cheques, as part of record keeping obligations under this agreement. The property management company shall reconcile all trust accounts, at least once per month.
- 3.1.3.3** The property management company shall store and retain all records required by this agreement for a period of three (3) years from and after termination or expiration of this agreement and will destroy those records after such time. Administration charges may apply to physical records requested beyond one (1) year and must be requested at least three (3) weeks prior.

3.1.4 Expenses, Tickets, Fines or Bills

- 3.1.4.1** The property management company shall pay any and all unpaid

invoices by verified vendors or contractors that have completed work to the respective rental property, unless deficiencies have been noted, by which time, a percentage of the total cost of work shall be held back from the vendor in reserve until such work has been rectified. These funds are held by The property management company. The Owner(s) must produce these funds so they are available if their account has insufficient funds, for when corrections are completed.

- 3.1.4.2 Any fines or expenses must be paid by The property management company at the expense of the Owner(s). If the charges are found to be the responsibility of the tenant, the Property Management Company shall pursue the tenants for the funds to credit back to the Owner(s) if successfully retrieved.
- 3.1.4.3 If a fine, ticket or unpaid vital service bill is issued onto the property that may affect the tenancy, and is the responsibility of the Landlord under local laws, the property management company shall pay it promptly. The charge shall be applied to the Owner(s), then retrieved from the tenant. If successfully retrieved from the tenant, it shall be applied as a credit to the Owner(s) account.
- 3.1.4.4 The Owner(s) must always pay the property management company for expenses before they can be expensed to the Tenant(s).
- 3.1.4.5 Any expenses paid by the property management company, or services requested of the property management company, are required to have sufficient funds available in the Owner(s) account, or sufficient rental income to cover such expenses within thirty (30) days of service. The Property Management Company may request such funds to be deposited by the Owner(s) if expenses are deemed large.
- 3.1.4.6 The Owner(s) may ask the property management company to pay a bill on their behalf. This may be done from time to time as part of the management service. This is meant for payment of infrequent bills and not to regularly pay for utilities, mortgages or taxes. Should regular payment service be required, the Owner(s) must discuss the matter with a property manager. Additional administration charges may apply.

3.1.5 Online Statement of Accounts (Income & expenses)

- 3.1.5.1 All rents and expenses are documented monthly on the Owner(s)

online account, and are available for print at any time. All maintenance and management expenses are documented regularly and are available online through the Owner(s) account. Communications, work and important documents are all kept electronically for download or print as needed.

3.2 Late Rent: General

3.2.1 Filing N4 - Notice to End a Tenancy Early for Non-payment of Rent:

The N4 will typically be issued on the 3rd (third) day of the month for non-payment of rent, or immediately after notice of a bounced cheque. The N4 shall be delivered by ordinary mail or directly by a property manager. Exceptions may apply.

3.2.2 Payment Arrangements & Tolerance

The property management company will accommodate circumstantial situations that have resulted in late rent payment by a tenant. The property management company may reach out and make only ONE (1) payment plan, at the sole discretion of the property management company, with the tenant, in the interest of all parties. Should the tenant default on the agreed upon arrangement, the property management company will not make a second arrangement and proceed to file the necessary legal documents to protect the interest of the Owner(s) and the Property Management Company. Should the property management company require to proceed through the Landlord & Tenant Board (LTB), standard legal fees will apply.

3.2.3 Filing L1

An L1 is filed after a tenant has failed to pay the entirety of their rent within the allotted time indicated in the N4. This document shall typically be filed around the 21st of the same month as the N4 was filed, or at the earliest possible date. The property management company may decide to forgo this measure, should the tenant make partial payment, with an agreeable payment arrangement. If the tenant defaults on this arrangement, the property management company will file the L1 immediately.

- 3.2.3.1 The property management company insists on filing an application with the LTB when possible to mitigate costs and damages to the Owner(s) and reduce overall financial exposure.

3.3 Evictions & Legal Services

- 3.3.1 **N-Forms:** The property management company shall serve any and all

N-Forms to the Tenant(s) preceding an application to the LTB. N-Forms are served at the request of the Owner(s) and at the discretion of the property Management Company. No additional charges to service of N-Forms.

3.3.2 L-Forms: The property management company shall file all L-Forms with the board as indicated in the instructions of the N-Forms. Filing and service fees may apply to L-Forms.

3.3.3 Attending LTB

As per standard practice, a paralegal will be sent to represent the interests of the property management company and the Owner(s). However, under rare circumstances, the property management company may choose to send its own staff for representation, should that staff member be more appropriately suited for the specifics of the eviction case. Should multiple attendances be required, the Owner(s) agree to any additional costs that may be incurred.

3.3.3.1 The property management company uses licensed paralegal partners that yield a high success rate with their service. Paralegals partnered with the property management company have direct access to all the property management company documentation and are familiar with all the property management company practices, resulting in more positive verdicts.

3.3.3.2 If the Owner(s) wish to self-represent OR have their own paralegal attend, the Owner(s) must speak to their property manager to make arrangements and the property management company procedures must be followed. Any information needed must be requested by the attending party at least two (2) business days prior to the hearing date.

3.3.4 Sheriff Appointment

Once a verdict is reached and an eviction order is passed, the property management company will contact the sheriff to arrange for a lock-out. The property management company staff will attend the appointment to change the locks at the unit. The unit will need to remain untouched for up to four (4) days after the eviction.

3.3.5 Interests & Ethics

The property management company will always represent the Owner(s) interest, should any matters arise with the tribunal. The Owner(s) agree to the terms regarding late rent payment and filing fees associated with preliminary eviction procedures, as indicated in the fee

structure.

3.3.5.1 The property management company will not act unethically, nor condone any unethical actions or improper use of serving N-Forms. Any terms agreed upon with the Tenant(s) shall be executed by the property management company and honoured.

3.4 Collection Of Arrears

Any un-negotiated rent arrears owed by tenants prior to the commencement of management services may be pursued and collected by the property management company at a rate of 20% of funds collected + standard legal fees.

3.5 Communication & Documentation Management

3.5.1 The property management company shall document communications electronically by phone, text, email and management portal. The property management company shall make itself available to both tenants and Owner(s) in the following ways:

- Email
- Online maintenance platform
- 24/7 contact line

Communication with tenants regarding maintenance related matters or general disputes shall be documented and retrieved in the event a disagreement occurs.

3.5.2 The general administration will be available for Owner(s) and tenants to appropriately direct communications to relevant departments as required.

3.5.3 Complaints and inquiries will be documented through online tasks and property notes. Owner(s) shall have online access to such notes and tasks.

3.5.4 Any important physical documents requiring action shall be uploaded to the Owner(s) online portal.

3.6 Unit Inspections

3.6.1 Seasonal inspections are performed two (2) times per year to check for correct function of Fire Extinguishers, Smoke detectors, CO detectors

& Furnace Filters. These inspections are completed every spring and fall season.

3.6.1.1 Inspections monitor the overall well-being of the rental property. According to these inspections, the property management company may make annual recommendations for regular and preventative maintenance to reduce costs over time.

3.6.2 Any complaints requiring an inspection will have a property manager dispatched on site to determine an appropriate course of action.

3.7 Key Management & Locks

3.7.1 Keys are labelled and kept securely. Keys are only accessed by trusted staff and vendors and must be signed out using our secure sign-out system.

3.7.2 Keys may be copied at \$5.99/key at our office; key functionality guaranteed.

3.7.3 The property management company always requires four (4) keys per dwelling in rotation (**office, maintenance, tenant, vendor**). During the initial setup of a property, the cost of new keys is covered in the setup fee if the original keys are provided.

3.7.4 If the Owner(s) or the previous managers are unable to produce any keys, the property management company shall attempt to retrieve keys from the existing tenants and duplicate the necessary number of keys for operation. If keys cannot be retrieved and access is unavailable, the property management company shall replace locks as needed at the Owner(s) expense within two (2) weeks after the commencement of service.

4 Maintenance & Repairs:

Defined as any work that sustains the original state of the property with the replacement of minor chattels.

4.1 Maintenance Response

Redleaf Property Solutions Inc. shall systematically receive and investigate all service requests from the Tenant(s), take action as may be justified and keep records of the same. All maintenance requests are recorded through our online platform and may be viewed by the Owner(s) at any time.

4.2 Maintenance Limit

Redleaf Property Solutions Inc. shall limit repairs, depending on the severity and necessity, to around \$500.00 on a job and will typically communicate with the Owner(s) for approval on work larger than this amount. The maintenance limit is meant as a guide, whereby Redleaf Property Solutions Inc. may still act on work required above this limit as per the judgement of the maintenance manager. Manager discretion is relied on heavily in certain situations as some circumstances require quick action.

- 4.2.1** Any maintenance matter that may be estimated over approximately \$500.00 shall typically have a maintenance manager contact the Owner(s) by email or phone, depending on urgency, to inform them of the upcoming cost, unless the situation is an emergency that has to be handled immediately. – *An emergency is any maintenance issue that may lead to the destabilization of the tenancy ie; broken toilet, broken fridge, collapsed wall / ceiling, leaking pipe, etc...*

4.3 Consent & Maintenance Guidelines

All maintenance requirements being performed as needed under \$500.00 will not require consent from the Owner(s), so long as the work is deemed as “necessary”. Maintenance is approved internally by the management if the work is:

- a) Mandated by the RTA;
- b) Necessary in order to mitigate greater costs to the Owner(s);
- c) Required to prevent further damage to the property; and
- d) Is most cost effective with respect to promoting and retaining a stable tenancy.

4.4 Bylaw Orders will be handled by the property management company on a case by case basis. Should an order place the Owner(s) at risk of a fine, the property management company will, at its own discretion, correct the issue as seen fit, within the guidelines of this agreement.

- 4.4.1** Should a bylaw infraction be a result of the Tenant(s) neglect to properly care for the property, the property management company shall attempt to have the Tenant(s) correct the issue before the matter becomes due. If the matter is not resolved in a timely manner, the property management company may correct the issue to avoid fines onto the Owner(s). Such corrections will be at the Owner(s) expense until recovered from the Tenant(s).

- 4.4.2 Exterior Maintenance:** The property management company contracts routine exterior maintenance services such as snow removal, lawn

care, eaves-trough cleaning, leaf removal, hedge trimming, gardening and more. An agreement or arrangement must be in place for every property to ensure the exterior is being maintained. This can be arranged with the Tenant(s), vendors or handyman services.

4.4.2.1 Homeowner Trade Contributions

If a homeowner wishes to perform any maintenance work to their property while under The property management company management, a "vendor agreement" with the Property Management Company must be signed to be listed as a preferred vendor for that property. Please request the property management company Vendor Agreement for more details on the requirements of the property management company vendor.

4.4.2.2 The property management company will not coordinate maintenance work with unverified 3rd party contractors.

4.4.3 Insurance

4.4.3.1 It is unlikely that the Tenant(s) will have liability insurance for any work contracted to them by the Landlord. Should the Tenant(s) be contracted for services, liability for any claims will fall to the Owner(s) insurance policy package.

5 Ownership and Consent

If the signed Owner(s) hold the property on a Lease, they must ensure they have consent and permission to rent the property out to another party.

Only the signed Owner(s) or members of the corporate entity the person(s) represent may give instructions to the property management company, or retrieve information from the property management company pertaining to the Owner(s) or propert(ies). A guardian, spouse, relative or friend is not permitted to speak on behalf of the signed person(s) in this agreement, to request documents, information or give instructions, unless a Power of Attorney (POA) form can be produced and authenticated or explicitly instructed by the signed Owner(s) via email from a registered email address or verbal instruction to a staff member.

6 Loss of Life, Communication or Authority of Signed Owner(s)

In the unlikely event of incarceration, disappearance, death, corporate seizing, company closing or any other event that may result in the signed Owner(s) of this agreement being unable to participate in their role as Owner(s), the property management company shall reserve the authority to upgrade services to Asset Management and assume payments for all necessary bills / expenses of the

property such as taxes, mortgage, insurance etc... until such time, a signed estate holder / trustee is appointed / able to assume the Owner(s) responsibilities under this agreement.

7 Acknowledgements

The Owner(s) shall be responsible for the management of their direct contracts pertaining to the rental property

Such responsibilities may include; mortgage payments, utility payments, taxes or any other 3rd party relationships / agreements such as labour and warranty contracts.

It is the Owner(s) responsibility to correctly describe and classify their property when assigning the property over to the property management company as it will be managed as described by the Owner(s).

The property management company assumes the duty to manage or delegate operations relating to rent collections, disbursements, payments, ordinary maintenance and repairs, emergency repairs, preventative maintenance, tenant relations, conflict resolution, evictions, tribunal hearings, filing of documents, record keeping, and inspections for the presence of fire extinguishers, smoke & CO detectors.

The property management company will manage a property as what it appears to be OR as directed explicitly by the Owner(s).

***Example:** If a property looks like, or has been described by the Owner(s) as a triplex, the management will manage the property as classified in accordance with the management Policies & Procedures in the management agreement.*

If however, a property is described as a duplex by the Owner(s) but has three self contained units, with separate tenancies in place, the property shall be managed as a Triplex, regardless of description, with no exceptions. Should the Owner(s) wish differently, management services cannot proceed.

8 Legal Obligations:

8.1 Building, Fire & Safety Code Compliance

- 8.1.1** The core responsibility of compliance with municipal building, fire and safety code lies solely with the Owner(s) of the property. By commissioning the property management company for service, the Owner(s) shall assume full and all responsibilities and liabilities related to property compliance for tenants acquired or managed under

this service contract, as well as that of all tenant and visitors in accordance with the Occupiers Liability Act of Ontario (OLA) for safety in the property, further pertaining to all government legislations, including but not limited to Building, Fire & Safety code.

- 8.1.2** The Management recommends an inspection by a licensed professional within the respective legislative field to ensure proper compliance to code.
- 8.1.3** If a property has an interlinked smoke detector system or fire suppression system the property management company shall advise to perform a monthly systems check to ensure proper functionality and document the inspection in kind. An annual fire inspection will also be recommended.
- 8.1.4** If the Owner(s) wish to outsource such responsibilities, please speak to your assigned Property Manager about our Asset Management service.
- 8.1.5 Fire Protection & Prevention Act (FPPA), 1997.**
In accordance with the FPPA, the Owner(s) are responsible for compliance with the Ontario Fire Code, which may be found under the FPPA, section 12.

Disclaimer: The property management company shall make recommendations to the best of its abilities when aware of non-compliance but bear no responsibility for the true complying nature of the property with the respective municipality. The property management company is not licensed nor qualified to give advice or make determinations pertaining to building, fire and safety code. These recommendations are based on individual property manager experience but ultimately must be verified by the Owner(s) with certified professionals on the subject matter.

8.2 Obligations under the Residential Tenancy Act (RTA)

- 8.2.1** As Landlords, we have certain obligations to our tenants under the RTA. It is our obligation to uphold the act and conduct ourselves within the legal parameters of the law. The property management company and the Owner(s) understand that they must comply with their responsibilities under the act at all times. Two most notable mentions are as follows:

Maintenance:

RTA – 20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
2006, c. 17, s. 20 (1).

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

The property management company shall not be held liable for the negligence of the Owner(s) not maintaining the rental unit(s) in a good state of repair.

Vital Services:

RTA – 21 (1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food. 2006, c. 17, s. 21 (1).

In accordance with the RTA, vital services may not be withheld by the Landlord during an active tenancy. Unless explicitly agreed that the utilities are the responsibility of the Tenant(s), The Management shall pay any bills or fees outstanding on the Owner(s) behalf, to ensure the continuation of the respective service, should any vital service be disconnected or become at risk of being cancelled.

9 Termination Of Management Services: Tenant Leases & Vendor Agreements

The property management company shall use the Standard Ontario Lease Agreement (SOLA) along with any Building Policy or other relevant documents, for all leases executed for residential use and shall sign as the Landlord / Representatives, where the Owner(s) shall retain responsibility for the nature and term of the tenancy with the same provisions the tenancy has been signed. Should this agreement be terminated, the Owner(s) shall continue to retain responsibility for any and all contractual obligations, leases or service contracts, signed by the property management company for the assigned propert(ies) as required for the execution of this agreement.

The Owner(s) agree that the property management company will not be held liable for the lease with any tenants after the management agreement expires or

terminates. Owner(s) will assume the responsibilities and will have accepted all terms on signed lease and vendor agreement.

Upon expiration or early termination of this agreement, the property management company shall turn over the records and accounts as may be required.

This agreement may be terminated by the Owner(s) through written instruction, with a minimum of sixty (60) days notice ending the agreement on the last day of the month.

Final payments to the Owner(s) may take up to sixty (60) days after the termination date to remit in order to allow for all bills to be accounted for.

Upon termination, the Owner(s) shall pay the property management company any prorated fees, commissions and expenses due under the terms of this agreement. If a contract is terminated in less than one (1) year, the property management company shall charge back to the Owner(s) any discounts given on tenant placement fees.

The property management shall cycle on the 1st (first) of every month and will expire in one calendar year. The tenant placement will commence immediately as of the drafting date of this agreement. Upon expiration of the above term, this Agreement shall automatically be renewed and extended unless terminated in writing by either party by providing written 60 (sixty) days' notice, say and except section 5(ii. & iii.)

Should any repairs/maintenance be deemed mandatory by the property management company for reasons of safety or building code compliance while a tenancy is active and the Owner(s) refuse to proceed, the management reserves the right to terminate the agreement immediately.

10 Severability

If any part of this agreement becomes void or unenforceable by a court, it shall not affect the validity of the rest of the contract which shall remain enforceable.

11 Privacy & Confidentiality

In accordance with the Personal Information Protection & Electronic Documents Act (**PIPEDA**), the property management company shall take all reasonable measures to keep any personal and sensitive information given by the Owner(s), safe and secure in its database. The property management company shall not disclose or divulge any such information to any 3rd party unless explicitly instructed to or required for the execution of this agreement. All information shall be destroyed after a period of two (2) years.

12 Indemnification & Insurance

Where the property management company is referred to as the “Indemnitee”, and the Owner(s) are referred to as the “Indemnifier”, the Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.

The property owner shall indemnify the Manager, The property management company and hold the property management company harmless from and against all actions, claims, demands, liabilities, losses, damages, or expenses of, including without limitation, attorneys’ fees, sustained or secured by the Manager or any of its nominees in carrying out its authority or duties under this Agreement, unless resulting from its gross negligence or willful misconduct, provided, however, that nothing contained herein shall constitute a waiver or limitation of any rights which the Principal may have under applicable securities or other laws.

The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as a result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.

"Activity" of the management is defined under “Terms of Agreement & Termination” under section 2, subsection (a).

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

The Indemnitee is being hired to act as the Landlord and hold Landlordship on behalf of the Owner(s), as a representative with the title of “Landlord”. The Indemnitee shall be indemnified of any expenses, losses, all claims, harm or suits that may occur as a result of the Indemnitees participation and execution of roles as described in the management agreement.

The indemnifier agrees to maintain and/or purchase sufficient property, compulsory & liability insurance including but not limited to, 3rd party coverage, such that, in the event of any injury, harm, incident or claim related to the respective rental property, to which the property management company, their subsidiaries and their employees, each indemnified party, shall be held harmless against any and all losses, claims, damages, expenses or liabilities, joint or several (collectively “LIABILITIES”) to which the indemnified parties may become liable, directly or indirectly, arising out of, or relating to this Agreement, unless it is finally judicially determined that the Liabilities resulted from the gross negligence, willful misconduct, bad faith or reckless disregard of the managers duty of any indemnified Party or fraudulent or dishonest acts, of such Indemnified party.

The Owner(s) agree to obtain and maintain in effect throughout the duration of this agreement and any renewed term, sufficient liability insurance, specifically such that, any person or any organization while acting as the named insured's real estate manager, shall be covered as an insured party. Furthermore, to insure for all sums which the insured shall become legally obligated to pay as compensatory damages because of bodily injury.

The Indemnifier shall indemnify the property management company against any and all claims relating to building, fire and safety code, as the onus falls under the Owner(s) to verify and comply with, the safe and legal use of their property.

The Indemnifier shall indemnify the property management company against all claims and suits as a result of any construction or renovation work performed by a 3rd party contractors, with failing to maintain suitable insurance and/or licensing.

ACTS OF GOD: The Owner(s) shall indemnify the property management company of any and all responsibilities of damage or harm that may be incurred due to the results of any "acts of god". Such examples may include; Strong winds to blow away shingles / roof coverings resulting in water damage to the property, freezing water in the foundations of a property resulting in interior floods, branches falling or being blown onto the property causing damage, lightning causing fire or electrical surge, or any other such act originating from any weather condition.

The Owner(s) acknowledge and have read through the entirety of this document outlining terms for the fulfilment of this agreement. The Owner(s) agree to these terms and hereby declare their approval upon the signing of this agreement. The Owner(s) further agree to the signing of the Direct Debit & Credit form & conditions listed below and where this agreement is hereby complete and full.

This document represents the entire property management agreement between the parties hereto, pursuant to the interest of the signing parties

Between:

A. Redleaf Property Solutions Inc.

And

B. THE PROPERTY OWNER(S):

Name(s) _____

Mailing address(es) _____

Phone number(s) _____

Email(s): _____

Company name: _____
(all cheques & payments will be written out to company name if indicated)

Date: _____

Owner(s) Signature: _____

Redleaf Property Solutions Inc. Agent: _____

Redleaf Property Solutions Inc. Agent Signature: _____

Direct Debit & Credit

The Owner(s) hereby authorises the property management company to **Deposit** into the clients account directly with the banking information listed below. All deposits will correspond with the financials of the corresponding property address.

THE PROPERTY OWNER(S) BANKING DETAILS:

Name(s): _____

Institution
Name: _____Account
Number: _____

Transit #: _____ Institution Number: _____

Associated
Rental
Addresses: _____

(If you require deposits into multiple accounts, please request more deposit forms)

The Owner(s) authorise The property management company to Debit their account for the startup costs of this agreement **ONLY**. The startup cost consists of a \$500.00 inclusive maintenance reserve and a \$125.00 + HST per property (**Total: \$641.25**) for the inspection and account setup fee. No service can commence prior to this payment. Should the Owner(s) add additional properties to management, startup costs will also be debited from the above listed account unless instructed otherwise.

Date: _____

Owner(s) Name: _____

Owner(s) Signature: _____



P.O. Box 89044
Hamilton RPO Westdale,
L8S 4R5, Hamilton, ON
(289) 768-9120

Letter of Direction - Transfer of Management & Rent Collection

DATE: _____

Dear Residents,

Redleaf Property Solutions Inc. has been commissioned for the management of the property

_____.

I, _____, the Landlord of the above noted property, have duly authorized **Redleaf Property Solutions Inc.** to facilitate and manage the collection of all tenant rent payments as the “collection agent” on my behalf. All Tenants may pay rent via Redleaf Property Solutions Inc.'s Online Payment Portal, Interac e-Transfer, or by setting up Pre-Authorized Debit.

Redleaf Property Solutions Inc. has been given authorization to fully manage the property with respect to tenant correspondence, any necessary maintenance/repairs and any other property related matters as of your next rent cycle.

Please contact us if you have any questions and or concerns!

Kind regards,

Redleaf Property Solutions Inc.

AUTHORIZATION OF LANDLORD

Printed Name

Signed

Dated

