

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

Addendum Attached YES   X   NO       

THIS AGREEMENT made this **11<sup>th</sup> day of June, 2019,**

BETWEEN:

THE OWNERS, **Strata Plan LMS 3187**, a Strata Corporation created under the provisions of the Strata Property Act, and amendments thereto and having a civic address of **528 Rochester Avenue, Coquitlam, British Columbia, V3K 0A2** and referred to as **The Ave.**

Hereinafter called (The “Strata Corporation”)

OF THE FIRST PART

AND:

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.**

Incorporated under the laws of the province of British Columbia

535 Front Street

New Westminster, B.C

V3L 1A4

Phone: (604) 521 0876      Fax: (604) 525 1299

885 Helmcken Street

Vancouver, B.C.

V6Z 1B1

Phone: (604) 685 8830      Fax: (604) 685 1423

#206 – 9440 202<sup>nd</sup> Street

Langley, B.C.

V1M 4A6

Phone: (604) 371 2208      Fax: (604) 371 2207

Hereinafter called (The “Managing Agent”)

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible under the Strata Property Act of British Columbia (The “Act”) or any subsequent replacement legislation or enactment for control, management and administration of the common property, common facilities and the assets of the Strata Corporation (The “Common Property”).
- B. The Strata Corporation desires to provide management service for the Common Property and the affairs of the Strata Corporation.

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

- C. The Strata Corporation has agreed to engage the Managing Agent to provide such management service.

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree each with the other as follows:

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# QUAY PACIFIC PROPERTY MANAGEMENT LTD. FULL SERVICE STRATA PROPERTY MANAGEMENT AGREEMENT

## Contents

<b>DEFINITIONS</b> .....	4
<b>ARTICLE 1</b> .....	5
APPOINTMENT .....	5
<b>ARTICLE 2</b> .....	5
KNOWLEDGE OF STRATA PROPERTY ACT & BYLAWS.....	5
<b>ARTICLE 3</b> .....	5
FINANCIAL MANAGEMENT .....	5
<b>ARTICLE 4</b> .....	7
PHYSICAL MANAGEMENT .....	7
<b>ARTICLE 5</b> .....	8
ADMINISTRATIVE MANAGEMENT .....	8
<b>ARTICLE 6</b> .....	9
STRATA COUNCIL .....	9
<b>ARTICLE 7</b> .....	9
GENERAL AUTHORITY .....	9
<b>ARTICLE 8</b> .....	10
REMUNERATION OF THE MANAGING AGENT .....	10
<b>ARTICLE 9</b> .....	11
COVENANTS OF THE STRATA CORPORATION .....	11
<b>ARTICLE 10</b> .....	12
TERMINATION OF AGREEMENT .....	12
<b>ARTICLE 11</b> .....	12
STRATA PROPERTY ACT & BYLAWS .....	12
<b>ARTICLE 12</b> .....	13
INTERPRETATION .....	13
<b>ARTICLE 13</b> .....	13
BINDING EFFECT .....	13
<b>ARTICLE 14</b> .....	13
HEADINGS .....	13
<b>ARTICLE 15</b> .....	13
DISCLOSURES .....	13
<b>ARTICLE 16</b> .....	15
ADDENDUM .....	15
<b>SUMMARY OF SERVICES (Article 16.1)</b> .....	17
<b>SCHEDULE OF FEES (Article 16.2)</b> .....	19
<b>STATUTORY FILING REQUIREMENTS FOR NON-PROFIT ORGANIZATIONS</b> .....	21

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

***DEFINITIONS***

In this Agreement, the following terms shall have the following meanings:

- a) “Act” means the Strata Property Act and any amendments thereto and any regulations adopted pursuant to the Act.
- b) “Agent’s Fees” means the fees payable to the Agent pursuant to Articles 8, 16.1 and 16.2 of this Agreement.
- c) “Agreement” means this Agreement, including all approved Schedules and any other Schedules, Amendments or other approved documents which purport to amend this Agreement.
- d) “Bylaws” mean the Bylaws as adopted by the owners of the Strata Corporation and in effect from time to time as well as any Bylaws which have been duly approved by the owners but not yet registered in the Land Titles Office.
- e) “Council” means the elected Strata Council of the Strata Corporation.
- f) “Laws” means all applicable restrictive covenants, zoning ordinances, building codes, environmental and safety laws and regulations and other federal, provincial, municipal and/or other laws, statutes, ordinances, rules, regulations, orders and court decisions.
- g) “Managing Agent” means the Strata Property Agency Brokerage as described on page 1 of this Agreement.
- h) “Meetings” means all meetings of the Strata Corporation and Strata Council, including the Annual General Meeting, Special General Meetings, Committee Meetings, Arbitration and Mediation Hearings, Court Hearings or other Meetings requiring the Agent’s attendance pursuant to this Agreement.
- i) “Owner” means an owner of a Strata Lot included in the Strata Plan and “Owners” means all owners of Strata Lots included in the Strata Plan, as the word “owner” is defined in the Act.
- j) “RESA” means the Real Estate Services Act and any amendments thereto and any regulations or rules adopted pursuant to the Real Estate Services Act.
- k) “Rules” mean the Rules made pursuant to Section 125 of the Strata Property Act.
- l) “Strata Corporation” means the Strata Corporation as described on page 1 of this Agreement.
- m) “Strata Plan” means the Strata Plan filed in the Land Titles Office that created the Strata Corporation.

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

***ARTICLE 1***

**APPOINTMENT**

- 1.1 Subject to the terms and conditions contained in this Agreement, the Strata Corporation hereby appoints the Managing Agent to act, from the **1<sup>st</sup> day of May, 2019**, as the Agent of the Strata Corporation for the operation and activities comprising and associated with or carried on in connection with the Common Property and the affairs of the Strata Corporation during the term.

The Agreement shall remain in effect indefinitely unless notice is given pursuant to the clauses contained in Article 10.

- 1.2 The Strata Corporation hereby appoints the Managing Agent as its sole and exclusive agent to provide management services to the Strata Corporation;
- 1.3 The Managing Agent hereby accepts the appointment made hereunder and covenants and agrees to manage, maintain and administer such Common Property and such affairs on behalf of the Strata Corporation as herein contained;
- 1.4 The Managing Agent confirms that it is licensed pursuant to the provisions of the Real Estate Services Act and Strata Property Act of British Columbia.

***ARTICLE 2***

**KNOWLEDGE OF STRATA PROPERTY ACT & BYLAWS**

- 2.1 The Managing Agent acknowledges that it is familiar with the provisions of the Act and undertakes to become familiar with the Bylaws of the Strata Corporation following receipt thereof.

***ARTICLE 3***

**FINANCIAL MANAGEMENT**

- 3.1 The Managing Agent hereby covenants and agrees with the Strata Corporation to:
- (1) Collect common expense levies, special assessments and deposit or transfer as required in trust account/s on behalf of the Strata Corporation in accordance with the Act, which may include (a) Operating Fund, (b) Contingency Reserve Fund, (c) Special Levy Fund, (d) Building Envelope Fund and (e) Others as agreed and maintain comprehensive records thereof. Any interest earned on monies collected shall be for the trust account/s of the Strata Corporation;

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

- (2) Forward a letter of collection to any owner whose account is in arrears for more than 20 days; followed by a demand letter and then further actions at the direction of the Council, which may include registering a lien against the title of the property. Such collection actions will be charged to the Strata Lot Owner as stipulated in Article 16.2 "Schedule of Fees";
- (3) Prepare monthly financial statements in accordance with the Strata Property Act which include but not limited to (a) Balance Sheet, (b) Budget Comparison/Income and Expense Statement, (c) Aged Accounts Receivable Summary, (d) Aged Accounts Payable Summary, (e) General Ledger, (f) Bank Reconciliation Statement for trust accounts accompanied with bank statements, (g) Copies of paid invoices, in a timely manner, and provide copies to the designated member/s of the Council at the earliest within 30 days of the month end;
- (4) Prepare an annual operating budget detailed to reflect expected operations. This budget is established to show expected receipts and operating disbursements and is used primarily to establish the common expense levy for the ensuing year and the contingency reserve fund;
- (5) Analyze and compare operating receipts and disbursements against the approved budget. Where a significant variation is shown, or expected above or below the budgeted amount, the Managing Agent will prepare a letter of explanation to accompany the financial statement and suggest corrective recommendations, if applicable, including calling of an S.G.M. for purposes of a levy if so directed;
- (6) Examine routine expense invoices and payroll for Strata Corporation employees for accuracy and effect payment;
- (7) Hereby be authorized to sign cheques or make disbursements and invest money held as permitted under Section 6.11 of the Strata Property Regulation or insured accounts with savings institutions in British Columbia on behalf of the Strata Corporation. The Managing Agent shall be the sole signing authority of such accounts unless amended by resolution of Council;
- (8) Prepare forms, pay taxes where directly invoiced to the Strata Corporation and file reports as required on behalf of the Strata Corporation for an Administration Fee stipulated in Article 16.2 "Schedule of Fees". Keep all records required to be kept by Section 35 of the Act, the bylaws, and this Agreement;
- (9) Post and collect fees upon a strata lot for use or purchase of common area or equipment as requested or required by the strata lot owner;
- (10) Post fines or charges in accordance with the Bylaws of the Strata Corporation;

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

- (11) Permit a review of the Strata Corporation accounts within 120 days of the Managing Agent's year end on a sample test basis in accordance with the provision of the Part 7-7 of Real Estate Council of British Columbia Rules under Brokerage Accounts and Financial Requirements at the pro-rated expense of the Strata Corporation;
- (12) Provide documentation as required by the Strata Property Act to facilitate the sale of any strata lot at the cost of the owner or proposed purchaser. The Managing Agent shall be entitled to retain the fees it charges to owners or purchasers;
- (13) Take action on behalf of the Strata Corporation or as directed by the Council to comply with all orders by any government body or agency;
- (14) Provide special accounting services including but not limited to special levies, review of previous financial statements and other special requests for a fee as specified in Schedule of Fees 16.2.

**ARTICLE 4**

**PHYSICAL MANAGEMENT**

- 4.1 The Managing Agent hereby covenants and agrees with the Strata Corporation to:
- (1) Maintain the common property meticulously and in constant repair to reflect Owner pride and to enhance property values, subject to the level of quality requested by the Strata Council, the funds available, the approved budget and Bylaws of the Strata Corporation;
  - (2) Compile, assemble and analyze data, prepare scope of work and call for bids for routine maintenance and repairs as per the Strata Corporation's annual operating budget. Contracts outside the operating budget may be subject to a Manager's Fee stipulated in Article 16.2 "Schedule of Fees" for services such as (a) Analyze and Compare bids, (b) Issue Contracts, (c) Coordinate with trade consultants and residents including home warranty program claims, premature building component failure and capital projects;
  - (3) Enter into contracts in the name of the Strata Corporation and supervise services for elevators, refuse hauling, pool maintenance, landscaping and such other routine maintenance services as may be required;
  - (4) Provide after hours on call emergency telephone services for a fee stipulated in Article 16.2 "Schedule of Fees";

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

- (5) Provide site visits and reports to Strata Council as contracted in Article 16.1 “Summary of Services”;
- (6) Exercise close liaison and supervision over all on-site staff to ensure proper operational maintenance and promote Management-Resident-Owner relationships;
- (7) Inspect contractual scheduled service for building maintenance for satisfactory performance. Prepare any necessary compliance letters to suppliers.

***ARTICLE 5***

**ADMINISTRATIVE MANAGEMENT**

5.1 The Managing Agent hereby covenants and agrees with the Strata Corporation to:

- (1) Collect, organize, maintain and update the following:
  - a) List of Strata Lot Owners,
  - b) List of Tenant occupied units,
  - c) Minutes of all Council Meetings, Annual General Meetings and Special General Meetings as provided by the Strata Corporation and
  - d) Records of the current Strata Corporation including Reports, Bylaws, House and Pool Rules, Insurance Policies, Contracts, General Correspondence and any other transferred Strata Management Records;
- (2) Exercise close supervision over its employed personnel and ensure compliance with all labour laws including Wages and Hours and Worker’s Compensation Laws;
- (3) Work at the direction of council in accordance with the adopted Bylaws to promote a pleasant and harmonious relationship within the complex at all times;
- (4) Obtain and analyze bids for insurance coverage required under SPA and specified in the Bylaws. Recommend modifications or additional coverage. If such insurance is not available at commercially reasonable terms, the Managing Agent shall have no liability to the Strata Corporation;
- (5) Provide advice to the Strata Corporation in any negotiation or disputes with local agencies or regulatory bodies;
- (6) Attend scheduled Council Meetings and General Meetings as per Article 16.1 “Summary of Services”. Additional or rescheduled meetings requires ten (10) days written notice for a Council Meeting and forty (40) days written notice for

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

a Special General Meeting. Dates must be mutually agreed and may be billed separately;

- (7) Recording of minutes as requested by Council, otherwise the Managing Agent will not be responsible for the recording of Minutes;
- (8) Prepare and distribute the notices, proxies and agenda for the Annual General Meeting and Special General Meeting in compliance with the Act;
- (9) Assist in resolution of disputes of the Strata Corporation, as directed by the Council involving legal proceeding including small claims court, arbitration, mediation, Civil Resolution Tribunal, appeals, judgments, or orders, Bylaws infractions and such service may be charged in accordance to Article 16.2 "Schedule of Fees";
- (10) Respect the use and disclosure of information for the Strata Corporation, including the use and disclosure of the personal information of residents and or owners who are the members of the Strata Corporation as per Sec 35(1)(c) and Sec 36(1)(a) of the Strata Property Act and Sec 18(1) of the Personal Information Protection Act;

***ARTICLE 6***

**STRATA COUNCIL**

- 6.1 The Managing Agent will act at the request and direction of the Council appointed pursuant to the Act and the Bylaws of the Strata Corporation, provided that the Strata Corporation shall indemnify the Managing Agent from all liability, claims, costs, actions or loss which the Managing Agent may suffer by reason of so acting, but the Strata Corporation shall not indemnify the Managing Agent from its own negligence or the negligence of its servants or agents. The Strata Council may appoint one of its members to act as the liaison with the Managing Agent;
- 6.2 In all matters requiring the attention of the Managing Agent hereunder, the Managing Agent may act at the request and direction of the Council of the Strata Corporation.
- 6.3 The receipt by the Managing Agent of a written request or direction in writing signed by the President or Vice President or other members or person(s) appointed by the Council, shall be full and sufficient authority for the Managing Agent to act;

***ARTICLE 7***

**GENERAL AUTHORITY**

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

- 7.1 It is agreed and declared that the Managing Agent is clothed with such general authority and implied authority as may be necessary or required to carry out its duties hereunder or in the spirit and intent of this Agreement;
- 7.2 The Strata Corporation hereby confers authority on the Managing Agent to act as its agent for the purposes of making all agreements, signing all documents, purchasing of equipment, supplies, materials and other services necessary for the Managing Agent to discharge its responsibility hereunder;
- 7.3 Managing Agent shall at all times be deemed to be acting as an independent contractor or agent for the Strata Corporation. If the Managing Agent deems it advisable, or necessary, or upon instructions of the Council, he/she shall hire or discharge contractors or employees. It is agreed, however, that all such contractors or employees are contracted or employed by the Strata Corporation and not the Managing Agent, and that the Managing Agent is in no way liable to the Strata Corporation for any act or omission on the part of the contractor or employee, whether due to the negligence of the contractor or employee or otherwise;
- 7.4 The Managing Agent may assign all or part of its interest in this Agreement and its rights hereunder provided such assignment and assignee is in compliance with the Strata Property Act and covenants to observe and perform the obligations of the Managing Agent hereunder;

***ARTICLE 8***

**REMUNERATION OF THE MANAGING AGENT**

- 8.1 The Strata Corporation shall pay to the Managing Agent, fees as stipulated in Article 16.1 "Summary of Services" and Article 16.2 "Schedule of Fees" of this agreement in advance on the first day of each and every month during the term of this Agreement. The Managing Agent is hereby authorized to receive such payments for services from the Strata Corporation accounts held in trust;
- 8.2 The Strata Corporation shall pay the Managing Agent as per Article 16.2 "Schedule of Fees" for services provided in Administration Fees, Payroll Fees, Office Expenses, Bank Charges, Manager's Fee, Miscellaneous Fees and other charges for related articles or services received or used for the benefit of the Strata Corporation upon receipt of invoice;
- 8.3 The Strata Corporation agrees to pay the Manager's Fee as stipulated in Article 16.2 "Schedule of Fees" for each hour (or part thereof) spent by the Managing Agent in performing extra or additional services not specifically provided for in this Agreement. The Managing Agent is to inform and receive authorization from Council prior to performing additional services which include, but not so as to limit the generality of the following:

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

- (1) The time, costs and disbursements that the Managing Agent incurred for preparation or attendance at any proceeding in a court of law or as instructed;
  - (2) The time, costs and disbursements that the Managing Agent incurred in compiling, assembling and analyzing data, prepare scope of work and call for bids for maintenance and repairs pursuant to Article 4.1(2);
- 8.4 The Strata Corporation agrees to pay the Manager's Fee as stipulated in Article 16.2 "Schedule of Fees" for each hour (or part thereof) spent by the Managing Agent in performing after office hours' emergency calls and disbursements pursuant to Article 4.1(4);
- 8.5 The Strata Corporation agrees to pay the Managing Agent, Administration Fees charged to Owners for services in respect to 3.1(12), or if the owners have outstanding Administration fees per Article 16.2 with the Managing Agent; Such fees shall be charged back to the owner requesting such service.

***ARTICLE 9***

**COVENANTS OF THE STRATA CORPORATION**

- 9.1 The Strata Corporation hereby covenants and agrees with the Managing Agent to:
- (1) Include the Managing Agent as a named insured in respect to liability in all insurance policies held by the Strata Corporation;
  - (2) Indemnify and save the Managing Agent harmless against all actions, claims, costs, expenses, loss or damage which the Managing Agent may suffer, incur or be put to in connection with the performance of the Managing Agent's duties hereunder and from liability for injuries suffered by an employee or any other person whomsoever and to carry at the Strata Corporation's expense public liability insurance adequate to protect the interest of the parties hereto which policy or policies shall be so written as to protect the Managing Agent in the same manner and to the same extent as they protect the Strata Corporation and will name the Managing Agent as an insured;
  - (3) Pay all Workers' Compensation assessments and payroll for Strata Corporation employees;
  - (4) Provide the Managing Agent with all documents, and records available which may be reasonably required by the Managing Agent to properly provide services to the Strata Corporation under Section 35 of the Strata Property Act and Section 20(2) if the Strata Corporation is an owner/developer;

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

- (5) Review financial statements referred in Article 3.1(3) and any billing for services in Article 5.1(9) and Article 8 and notify the Managing Agent of any discrepancy within 45 days of receipt. If the Managing Agent does not receive any notification from the Council, it may conclude that the financial statements and invoices are accepted and adopted into the Strata Corporation Records. However, the agent agrees to use reasonable efforts to promptly correct any actual errors identified after 45 days.

***ARTICLE 10***

**TERMINATION OF AGREEMENT**

- 10.1 This Agreement shall commence and become effective on the date set forth in Article 1 of this Agreement and shall continue for an indefinite term until terminated in accordance with this Article. This Agreement shall terminate only upon the occurrence of any of the following events:
- 10.2 Two months after receipt by the Agent of a notice of termination pertaining to a resolution duly passed by a  $\frac{3}{4}$  Vote approved by the Owners, terminating this Agreement in accordance with Section 39 of the S.P.A;
- 10.3 Two months after receipt by the Strata Corporation of a notice of termination from the Agent, terminating this Agreement.
- 10.4 Immediately, through the bankruptcy of the Agent; or
- 10.5 Immediately, through the insolvency or fraud of the Agent.
- 10.6 The Agent's failure to provide a service or breach of a service as outlined in this contract shall not be deemed reason to terminate with cause or without notice. The Agent, upon notification of the breach shall be provided 30 days to cure said breach.

***ARTICLE 11***

**STRATA PROPERTY ACT & BYLAWS**

- 11.1 The Strata Corporation and the Managing Agent shall abide by the Act, RESA the Bylaws of the Strata Corporation and other applicable legislation;
- 11.2 The Strata Corporation and the Managing Agent covenant and agree each with the other that this Agreement is subject to the provisions of the Act as the same is applicable to this Agreement and that the Managing Agent will perform its duties in a manner consistent with the Bylaws of the Strata Corporation or any amendment the Managing Agent is aware of;

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

***ARTICLE 12***

**INTERPRETATION**

12.1 The under noted expressions in this Agreement shall be construed as having the meaning hereunder set forth:

- (1) “Act” shall mean the Strata Property Act of the Province of British Columbia or any subsequent replacement legislation or enactment;
- (2) The words “Council” or “Strata Lot” or “Owner” or “Owners of a strata lot” shall have the meaning provided in the Act; and
- (3) The words “Extra/Additional” or “Extra/Additional Service” shall have meaning of services not covered by this Agreement, or services agreed to be additional by Management and Council;

***ARTICLE 13***

**BINDING EFFECT**

13.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto;

13.2 In the event that any provision of this Agreement or any part thereof, shall be found to be invalid, the remainder of this Agreement shall be binding on the parties hereto and it shall be construed that the invalid provisions or part thereof had been deleted from this Agreement;

***ARTICLE 14***

**HEADINGS**

14.1 The headings of the clauses or sub-clauses in this Agreement have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement;

***ARTICLE 15***

**DISCLOSURES**

15.1 Disclosures that Brokerages and Licensees Must Make

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.**  
**FULL SERVICE**  
**STRATA PROPERTY MANAGEMENT AGREEMENT**

The RECBC Rules require a licensee who anticipates receiving remuneration from a party other than the Strata Corporation, as a result of providing strata management services to or on behalf of the Strata Corporation, to disclose to the Strata Corporation the source and amount of remuneration to be received, as well as all relevant facts relating to the payment.

(1) Disclosure of Remuneration – Forms and Documents

When the brokerage wishes to receive payments from owners, buyers, Realtors®, lawyers, or notaries for providing forms and/or copies of strata documents on behalf of the strata corporation, before receiving such payments, the brokerage must first disclose it to the strata corporation the amount to be received or, if the amount is not known, the likely amount or the method of calculation of the amount.

The disclosure is not required each time the brokerage collects such fees. The disclosure may be made in the service agreement. If the amount or method of calculating the amount is to change, this change must also be disclosed.

The disclosure pursuant to the above is provided in 3.1.12 and as stipulated in Article 16.2, “Schedule of Fees”.

(2) Disclosure of Remuneration pertaining to a Recommendation

Licensees must make disclosure to the Strata Corporation where the brokerage or strata manager receives remuneration for recommending clients to service providers.

Disclosure under these circumstances shall be provided under a separate written document provided to the Strata Council.

(3) Disclosure of Benefits

If the brokerage or individual providing strata management services anticipates receiving a benefit from making expenditure on behalf of the strata corporation, disclosure is required.

Where the brokerage or strata manager hires contractors on behalf of the strata corporation that are related to the brokerage, the strata manager or to parties associated with the brokerage or strata manager, disclosure must be made in writing and in a document separate from the service agreement.

The Strata Corporation is advised of the following pursuant to the disclosure requirement:

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

**Essential Building Services**

Please be advised that Essential Building Services is wholly owned by Quay Pacific Property Management Ltd. and Quay Pacific Property Management Ltd. will financially benefit by the use of this company's services.

Initials 

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***ARTICLE 16***

**ADDENDUM**

- 16.1 The attached "SUMMARY OF SERVICES" forms an addendum that is part of this agreement and may be modified annually by written agreement between the parties.
- 16.2 The attached "SCHEDULE OF FEES" forms an addendum that is part of this agreement and may be modified with thirty (30) days' notice to the Strata Corporation.

IN WITNESS WHEREOF the parties hereto have caused their Signatures to be hereunto affixed in the presence of their offices duly authorized in that behalf the day and year first before written.

ON BEHALF OF QUAY PACIFIC	)	
PROPERTY MANAGEMENT LTD.	)	
	)	
	)	
	)	
	)	
	)	
_____ <b>Adam Wanono</b> <b>President</b> <b>Quay Pacific Property Management Ltd.</b>	)	

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

ON BEHALF OF THE OWNERS, )  
STRATA PLAN LMS 3187 )  
)  
)  
)  
)  
)  

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 )  
**THE OWNERS STRATA PLAN LMS 3187** )  
(Authorized Signatory) )  
Designation: \_\_\_\_\_ )

Dated this    day of \_\_\_\_\_, 20\_\_\_\_.

ON BEHALF OF THE OWNERS, )  
STRATA PLAN LMS 3187 )  
)  
)  
)  
)  
)  

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 )  
**THE OWNERS STRATA PLAN LMS 3187** )  
(Authorized Signatory) )  
Designation: \_\_\_\_\_ )

Dated this    day of \_\_\_\_\_, 20\_\_\_\_.

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

***SUMMARY OF SERVICES (Article 16.1)***

**SCHEDULES TO THE STRATA PROPERTY MANAGEMENT CONTRACT**

**Dated: 11<sup>th</sup> Day of June, 2019**

**For: Strata Plan LMS 3187**

**Strata Name: THE AVE**

# of Units: **117** (Residential) \_\_\_\_\_ (Commercial) \_\_\_\_\_ (Other)

Budget Considerations:

Sections: ☐ Yes  
☒ No

Resident Caretaker: ☐ Yes  
☒ No

Types: ☐ Yes  
☒ No

**Quay Pacific Property Management Ltd.** agrees to provide the services detailed in the above Agreement commencing **May 1, 2019** with the following stipulations;

Article 4.1(5) Site inspections provided: **None (0) scheduled, plus as required or requested for specific purposes.**

- For additional scheduled site inspections, a Manager's Fee may apply.
- Specific need inspections are \$100.00 per inspection. Emergency onsite inspections are free/no cost.

Article 5.1(6) Meetings per year: **Up to nine (9) Council Meetings, and one (1) Annual General Meeting**

- General and Council Meetings exceeding two hours may be subject to Manager's Fee.
- Additional Meetings are available at the call of Council and subject to Manager's Fee.
- Town Hall Meetings are at an extra cost, if applicable.

Article 8.1 Management Fees for service agreement: **\$33,063.00** annually, plus applicable taxes.

**Special Terms: None.**

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**All other terms and conditions of the contract remain the same and in effect.**

**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

**The undersigned “on behalf of The Owners, Strata Plan LMS 3187”  
hereby agree to the above and the Attached Schedule of Fees Article 16.2**

\_\_\_\_\_  
Signature  
(Authorized signatory)  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
(Representative)  
per: Quay Pacific Property Management Ltd.  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
(Authorized signatory)  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNCIL MEMBERS ATTACH THIS DOCUMENT AND ARTICLE 16.2 TO THE  
COVER OF THE ORIGINAL MANAGEMENT AGREEMENT**

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**QUAY PACIFIC PROPERTY MANAGEMENT LTD.  
FULL SERVICE  
STRATA PROPERTY MANAGEMENT AGREEMENT**

***SCHEDULE OF FEES (Article 16.2)***

Effective Date: May 1, 2019

**Administration Fees:**

Charged to recipient strata lot owner subject to Article 8.5  
Preparation and mailing of Account Arrears letter @ **\$25.00** in Article 3.1(2)  
Final Demand letter for Payment of Arrears Receivables @ **\$100.00** plus **\$45.00** in disbursements in Article 3.1(2)  
Administration of Liened Receivables @ **\$400.00** plus disbursements in Article 3.1(2)  
Miscellaneous Land Title Filings @ **\$100.00** plus disbursements in Article 3.1(2)  
Miscellaneous Land Title Search and Document Retrieval @ **\$45.00** per search  
Returned deposit item (NSF, stopped payment, closed account) @ **\$25.00** plus associated financial institution charges.  
Form F fees **\$15.00** (delivery & rush charges up to \$550.00 per request)  
Form B fees **\$35.00** (delivery & rush charges up to \$550.00 per request)  
Set-up for new Strata Corporations @ **\$200.00** per corporation.

**Accounting & Audit Fee:**

Preparation & filing of GST/HST @ **\$150.00** per annum plus disbursements in Article 3.1(8)  
Preparation & filing of Revenue Canada T2 Corporate Income Tax Return @ **\$300.00-\$700.00** (mandatory) per annum plus disbursements in Article 3.1(8)  
Preparation & filing of Revenue Canada T1044 non-profit returns (required for net income of \$10,000 or \$200,000 in assets) @ **\$200.00-\$400.00** per annum plus disbursements in Article 3.1(8)  
Special levy or any other requests @ **\$100.00/hour** or @ other agreed rate in Article 3.1(14)  
Special levies @ **\$3.00** per unit, per payment (processing fee)  
Annual RECBC (Real Estate Council of BC) Audit (pro-rated, est. at **\$8.00** per unit annually). Minimum charge of **\$75.00** per audit.

**Payroll Fees:**

Monthly processing is @ **\$20.00** per employee in Article 3.1(6)  
Record of Employment is @ **\$35.00** per employee in Article 3.1(6)  
Annual T4 Statement is @ **\$35.00** per employee in Article 3.1(6)

**Office Expenses:**

Fax, Email at no charge  
Postage at **cost plus 20%** to offset envelope, label and stationary costs  
Photocopying @ **\$0.25/copy**  
Cheque Stock @ **\$0.50** per cheque issued  
Certified Cheque @ **\$35.00** per cheque plus bank charges  
Pre-Authorized Debit processing @ **\$30.00** per month per corporation

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**Bank Service Charges:**

Service Charges @ cost

**Manager's Fee:**

Administration and Accounting additional services at **\$90.00/hour**, billed per quarter of an hour.

After-hour emergency is @ **\$100.00/hour** in Article 4.1 (4), 1 hr. minimum.

Insurance claims is @ **\$200.00/hour**, billed per quarter of an hour.

After-hour insurance claims @ **\$225.00/hour**, 2 hr. minimum.

Site Visits & Onsite Meetings for insurance claims @ **\$100/hour**, 3 hr. minimum.

Miscellaneous service is @ **\$100.00/hour**, billed per quarter of an hour.

Senior Property Managers @ **\$150.00/hour**, billed per quarter of an hour.

Executive Management is @ **\$200.00/hour**, billed per quarter of an hour.

**Document Storage and Destruction:**

Hard-copy original documents not required to be kept at the premises of Quay Pacific, shall be archived at a cost of **\$5.00** per month per standard-sized file box. Archived records in excess of the requirements of the Strata Property Act will be destroyed (shredded) @ **\$25.00** per file box. Alternatively, the Strata Corporation may elect to store their records at their expense.

**Miscellaneous Fees:**

Key Cutting @ **\$25.00/request** plus disbursements

Distribution of key fobs, entrance keys and parking keys at **\$60.00/hour**

Miscellaneous reimbursements **\$25.00** service fee

**GST:**

GST applies to all charges.

**Special Terms: None.**

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I/We, representatives of the Strata Corporation **LMS 3187**, hereby acknowledge receipt of a written copy of this Strata Management Service Agreement in accordance with the requirements of Part 5 (1) of the Real Estate Council Rules.

\_\_\_\_\_  
**Received by**

\_\_\_\_\_  
**Received by**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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**Statutory Filing Requirements for Not-for-Profit Organizations**

Please be advised that all strata corporations in British Columbia must file a corporate income tax return each year, even if there is no tax payable. Generally, Strata Corporations are considered non-profit organizations that are exempt from tax under paragraph 149 (1)(l) of the Income Tax Act (ITA). A strata corporation's taxation status is based on the particulars of the strata corporation each fiscal year. A strata corporation must file a Corporation Income Tax Return (T2) or a T2 Short Return.

**T2 Corporate Income Tax Returns**

Canada Revenue Agency (CRA) requires all not-for-profit organizations that are not registered charities to file a T2 Corporate income tax return annually. The return must be filed within six months of the organization's fiscal year end. There are no penalties for late filing but penalties if any taxes were payable. Generally, Strata Corporations do not have taxable revenue.

Some Strata Corporations may have to file a T1044 in addition to a T2 return. This will be required if:

- a) The organization has interest, dividend and other investment income in excess of \$10,000 in the year; or
- b) The organization has total assets in excess of \$200,000 in the prior year.

**The T1044 Non-Profit Organization Return**

Canada Revenue Agency advises this return is due within six months of the year-end and must be filed with a copy of the annual financial statements. This form must be filed in addition to a T2 Corporate income tax return. Unlike the T2 Corporate income tax return, there are significant financial penalties for late filing. Specifically, a late filer will be charged a late filing penalty of \$25 per day up to a maximum of \$2,500. CRA typically gives first-time filers a penalty holiday to encourage filing. Once an entity files a T1044 they must file a T1044 annually regardless of whether or not they continue to meet the above criteria for first-time filers.

**Strata Corporation Direction**

**Further to the above, and in respect to article 3.1(8) of the management agreement, we the Strata Corporation of Strata Plan LMS 3187, instruct Quay Pacific Property Management Ltd. to do the following on our behalf:**

*Please check an applicable box below:*

☐ **File the T-2 and/or T1044 Revenue Canada forms as required**

**Filing completed in previous years by** \_\_\_\_\_  
(Accounting Firm)

☐ **Not to file any Income Tax returns**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

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