

# BRM

## Burgess Realty Management Ltd.

**This Appointment is made the** \_\_\_\_\_ **day of** \_\_\_\_\_ **Two thousand and** **YEAR**  
Between **LANDLORD** (hereinafter called the 'LANDLORD') of the one part and **BURGESS REALTY MANAGEMENT LTD., P.O. Box HM 997, Hamilton HM DX** (hereinafter called the 'AGENT') of the other part.  
**Whereby it is agreed as follows: -**

1. The LANDLORD appoints the AGENT in the management and letting of the property known as **PROPERTY NAME & ADDRESS.**
2. To enable the AGENT to perform efficiently the duties of AGENT the LANDLORD hereby appoints the AGENT to be his attorney in the name of LANDLORD only and on his behalf to do and execute all and every of the following acts: -
  - a. To demand and recover from all present and future occupiers of the said property all rents and sums of money payable from time to time in respect of the said property and give receipts.
  - b. After consultation with the LANDLORD the AGENT will hire workmen etc. to affect repairs as necessary and to make all just and reasonable allowances in respect of taxes, repairs and other outgoings.
  - c. Any payments will be deducted from the balance of the rents paid to the AGENT.
  - d. To sign and give lawful notices to any occupier of the property whether present or future and to accept any surrender of the tenancy upon whatever terms the AGENT may think fit.
  - e. In general for the purpose of the said agency to perform every other act usually performed by AGENT as amply and effectually to all intents and purposes as the LANDLORD hereby agreeing to ratify whatsoever the AGENT shall lawfully do in relation to the said property.
3. The LANDLORD will be responsible to commence any court action or otherwise to recover any rent of sum of money in arrears.
4. The LANDLORD will be responsible to commence any action or other legal proceeding in any Court or to submit any dispute or difference to arbitration for any purpose necessary to preserve the LANDLORD's right that may be brought against the LANDLORD in connection with the said properties.
5. The LANDLORD shall pay to the AGENT as *remuneration for its service a commission of 10% per month* on behalf of the LANDLORD in respect of the property throughout the duration of this Agreement.
  - a. The AGENT shall be entitled to deduct and retain its commission from rents collected by it. The AGENT shall only be paid when the monthly rents are collected.
  - b. The AGENT in turn will deposit the remainder of the collected rent by the means dictated in writing by the LANDLORD.
6. Either party giving to the other at any time *not less than (90) days written notice* to terminate this agreement. If this period is *less than one (1) year the rental will be considered a Finder's Fee* and the AGENT will be compensated accordingly.
7. In addition the LANDLORD agrees to compensate the AGENT for the management services already performed in anticipation of a full management contract if Clause 6 is exercised within one year of the commencement date. These services include but are not limited to the Lease preparation (BD\$200.00) and/or inventory preparation (BD\$150.00). The early termination of this agreement releases the AGENT from any responsibility contained in the terms of the lease.
8. The LANDLORD further hereby agrees to *indemnify* the AGENT against all cost, charges, expenses and losses by the AGENT to the LANDLORD, which the AGENT may incur in the execution of the powers, functions and duties of the AGENT hereunder.
9. The AGENT *shall not* be liable for any loss to the LANDLORD by reason of any mistake or omission made in good faith by the AGENT or by any other matter or thing except willful fraud or wrongdoing on the part of the AGENT.
10. Any dispute or difference between the parties in connection with this agreement shall be referred to a single arbitrator. A reference shall be considered within the meaning of the Arbitration Act. The arbitrator shall be selected by mutual agreement of both parties.

**In Witness Whereof** the parties have hereunto set their hands the day and year first before written.

\_\_\_\_\_  
**LANDLORD**

\_\_\_\_\_  
**LANDLORD**

Signed by the above in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**AGENT**

Signed by the above named Agent in the presence of:

\_\_\_\_\_  
**Witness**