

**Vance Creek Hotel—Property Management Division  
Residential Management Agreement**

Name: \_\_\_\_\_, the owner of

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

As defined in the Residential Management Agreement made between the owner and the Vance Creek Hotel, “Notice of Owner/Guest Use means the notice given by the owner to the Vance Creek Hotel which must be in the form designated, from time to time, by the Vance Creek Hotel showing the dates when the Premises are occupied by the following;

- a) The Owner; and,
- b) The Owner’s Guests

We have an extensive waiting list of guests requesting cabins for the coming ski season and it would be to your benefit to return the notice of Owner’s Use as soon as possible to achieve maximum bookings. All other dates in the Notice of Owner’s Use are hereby deemed the Booking Period. Please refer to the Residential Management Agreement for further definitions.

Please circle only the nights you wish to block for yourself and/or your guests on the attached calendar. If you DO NOT require any nights, please mark “no space required”. After completing, please make copies for yourself and return the originals to us at the above address.



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for  
Residential Management Agreement**

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# 1. Definitions

BETWEEN:

Vance Creek Hotel  
P.O. Box 3003  
Silver Star Mountain Resort  
Vernon, BC, V1B 3M1  
Telephone: (250) 549-5191  
Facsimile: (250) 549-5177  
Email: putput@junction.net

AND

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone (H): \_\_\_\_\_  
Telephone (W): \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

(“Vance Creek Hotel”)OF THE FIRST PART

The parties covenant and agree each with the other as set out below.

In this Agreement, the following words and phrases, unless inconsistent with the context, will have the following meanings and, in particular, the singular must also mean the plural.

**Vance:** This will be taken to mean Vance Creek Hotel.

**“To Book”:** To allow a person to use and occupy the Premises for certain periods of time for an agreed payment of money.

**Booking Period:** Those periods specified in the Notice of Guest’s Use in which the premises are shown as:

- a) not occupied by the Authorised Person; and/or;
- b) such further periods as the Owner has given notice pursuant to paragraph 302 herein.

During which period, Vance Creek is authorized by Owner To Book Guests into the Premises.

**Check In:** This means, respectively, the date and time when the Guest or Authorised Person is entitled to occupy the premises.

**Check Out:** This means, respectively, the date and time when the Guest or Authorised Person is required to leave the premises.

**Gross Rent:** The amount paid by the Guest to Vance Creek for the use of the Premises.

**Guest:** The person booked by Vance Creek together with the person who is permitted by that Guest to occupy and use the Premises at the same time as the Guest. An Authorised Person is not a guest.

**Guest Limit:** Amount of persons: ??

**Management Report:** A summary of data relating to the Premises and stating the number of reservations made, Guest names, dates of stay, repairs, Gross Rent and calculation of the management fee and listing set-offs, if any.

**Management Fee:** The fee payable by the Owner to Vance Creek calculated by taking 15% of the Net Rent.

**Agents Commissions:** All Agents Commissions, and the 5% Resort Area Management Fee payable to Silver Star Mountain Resort , will be netted out of the published Rack Rates prior to the application of the Management Fee.

**Notice of Guest's Use:** The notice given annually by the Owner to Vance Creek which notice must in form designated, from time to time, by Vance Creek showing the dates when the Premises are occupied by the following:

- a) The Owner; and;
- b) The Owner's Guest

All other dates in the Notice of Guest's use are hereby deemed the "Booking Period" as defined above.

**Owner:** The person shown on the Certificate of Title to the Premises as the Registered Owner.

**Occupancy Report:** The report of dates when Vance Creek has booked the Premises.

**Owner's Guest:** A person booked by the Owner.

**Premises:** The building and land more particularly known as: ??

**Term:** There is no Term to this agreement it may be cancelled at any time by either party.

## 2. Vance Creek Services

- 200 The Owner, while reserving the right to Book as stated herein, appoints and authorizes Vance Creek or it's authorized agent as the Owner's agent to rent, book and manage the Premises.
- 201 Vance Creek must Book, administer and manage the Premises as set out below.
- 202 Use its best efforts to Book the Premises during the Booking Period.
- 203 Ensure fairness that each premises within it's comparable class is equitably promoted with the Premises and to do so by booking each Premises in a sequential rotation so that when one Premises is booked then the next Premises must be booked and so on until each Premise has had a booking and then the procedure repeated in the same sequential rotation as the member booking requires. *IF*, however, a Guest specifically requests a particular premise and if it is available, then the sequential rotation shall be suspended and the Premise occupied accordingly. Thereafter, the suspension shall stop.
- 1 Determine, in consultation with the Owner, the Gross Rent to be paid by the Guest, and in doing so according to, amongst other things:
- a) Vance Creek determination of seasons;
  - b) Accommodation rates charged by other providers of accommodation services in the Silver Star Area.
- 2 Collect all Gross Rent from each Guest and promptly deposit all money received by Vance Creek Hotel from the Guest in Vance Creek's bank; which monies Vance Creek acknowledges are in trust for the Owner subject to the deductions authorized herein by the Owner or otherwise authorized in writing by the Owner.
- 3 Make all reasonable efforts to collect from each Guest an amount owing as a result of damage or theft from the Premises. This will include, whenever possible, Vance Creek obtaining from the Guest at the time of Check In, a credit card impression to be held by Vance Creek as a damage and theft deposit until Vance Creek has determined that there has been no damage or theft.
- 4 Submit the Management Report and Remit the Gross Rent to the Owner minus the following amounts:
- a) Management Fee;
  - b) Cost of repairs, if any, pursuant to article 4 herein;
  - c) Any set-off pursuant to paragraph 602 herein; and,

- 208 Provide the Owner with a Management Report ,Occupancy Report and payment if applicable, within 15 days of the 15th of each month. A list of the Accounting periods will be provided each calendar year during the term to the Owner on or before Vance Creek 's receipt of the Notice of Guest's Use.
- 209 Keep books of accounts and records in support of the Management Report and allow such records to be available to the Owner for inspection during normal business hours upon reasonable notice to Vance Creek.
- 210 Vance Creek Hotel ensure that the number of guests occupying the Premises as a Guest or as an invitee of the Guest do not exceed the Guest Limit.
- 211 Provide repairs pursuant to Article 4 herein.
- 212 Inspect the Premises within 15 days of both parties executing this agreement or by September 30th of each calendar year during the Term for the purposes of:
- a) Assessing the condition of the Premises;
  - b) Making recommendations to the Owner for the improvement of the Premises for booking and promotional purposes and for security of the Premises;
  - c) Preparing a list of contents to be posted by Vance Creek Hotel in the Premises; and,
  - d) Replace, if necessary, all keys to the Premises that may be lost or not returned by the Guests.
- 213 If, during the Booking Period:
- a) the Owner gives reasonable notice to Vance Creek; and
  - b) the Premises are not being used by a Guest,
- then Vance Creek must allow the Owner to use the Premises and further, Vance Creek must allow the Owner to Book an Owner's Guest.

### 3. Owner's Duties

- 300 The Owner must, during the term of this agreement, do as set out below.
- 301 Deliver the Notice of Guest's Use to Vance Creek by May 1st in each calendar year during the Term. If the Notice of Guest's Use is not delivered by this date then Vance Creek Hotel may, in its sole discretion and without notice to the Owner, decide not to promote nor book the Premises until this notice is received.
- 302 If, from time to time, the Premises becomes available for use by the Guest's at times other than the Booking Period then the Owner may notify Vance Creek Hotel in writing and thereby add to the Booking Period.
- 303 Abide by Vance Creek's determination of seasons.
- 304 Insure the Premises for use by the Guest for comprehensive public liability insurance against claims for personal injury, death or property damage suffered by others upon or in or about the Premises or adjoining path ways, driveways and parking areas by reason of the use or ownership by the Guest of the Premises to an inclusive limit of not less than \$1,000,000.00 with respect to each occurrence as will reasonably protect the Owner and Vance Creek against such loss or damage and name Vance Creek as an additional insured therein. Further, the Owner must insure the Premises for the full replacement cost of the Premises against loss or damage by fire and other perils from time to time embraced and defined in a standard fire insurance policy. The Owner must, upon request made by the Vance Creek, provide proof of the insurance required by this paragraph.
- 305 Indemnify and safe harmless Vance Creek from any and all claims whatsoever and howsoever brought against Vance Creek Hotel as a result of Vance Creek's performance in good faith of this agreement.
- 306 Pay all telephone line rent expense and utilities and taxes attributed to the Premises.
- 307 Vance Creek pay the fees and expenses as required by this agreement.
- 308 Keep the Premises driveway and parking free from the accumulation of snow and ice.
- 309 The Owner must abide by, and ensure that the Authorized Person abides by Check In and Check Out dates and times whenever a Guest is occupying the Premises or is booked to Check In the Premises.
- 310 Provide for a telephone, television(s) and all linens and towels in the unit.
- 311 Any and all Travel Agent commissions, should they apply, and the 5% Resort Area Marketing Fee will be first netted from the published Rack Rates and then the application of the Management Fee will be applied.
- 312 The owner will participate in all promotions that are deemed worthy by the agent

## 4. Repairs

400 If, in the opinion of Vance Creek as determined one week before (or during) a Guest's occupation of the Premises, the Premises requires repairs for the ordinary use and enjoyment of the Premises and if the cost of such repairs are not in the excess of \$200.00, then Vance Creek Hotel may carry out such repairs and deduct the cost of repairs from the Owner's payment provided that:

a) The repairs are not due to the negligence of Vance Creek; and,

b) A copy of the repairs invoice is provided with the Management Report.

401 If, in the opinion of Vance, the Premises requires repairs necessary for the ordinary use and enjoyment of the Premises at times other than those stated in paragraph 400 above or the cost of repairs exceed \$200.00, then Vance Creek must give written notice to the owner at least fourteen (14) days before the Guests occupation of the Premises. The notice must list the repairs required and the estimated costs. If the Owner does not start and complete the repairs within seven (7) days prior to the Guest's occupation then Vance Creek Hotel shall effect the repairs and deduct the cost thereof as provide above.

402 *If any damages whatsoever occur through the bookings made by Vance Creek Hotel then Vance Creek Hotel will be liable for any and all damages through parties booked through Vance Creek.Hotel. Vance Creek Hotel will remedy any and all said damages.*



## 5. Notice

500 Any notice required to be given in this agreement must be treated as given if any one, some or all of the following methods of giving notices are used:

- a) mailed by prepaid registered mail;
- b) Electronic mail; or,
- c) delivered by hand.

to the address of the owner as stated on page one of this agreement. If any notice is given as listed below then it must be considered received at the time indicated below:

**If sent by:**

**Time considered received:**

Mailed by prepaid registered mail:

56 hours after mailing. If however, this occurs on a day when mail is not regularly delivered, then upon the next day when mail delivery does occur.

Electronic mail:

24 hours after the time that the sender can establish, by independent means, that the notice was received by the intended recipient.

Delivered by hand:

Upon the date of delivery to the Owner or an authorized person.

If normal mail service, or electronic mail is interrupted by strike, slow down, force majeure, or other cause, a notice sent by the impaired means of communication will not be considered to be received until actually received. The party sending the notice must then utilize any other services which have not been so interrupted or must deliver the notice in order to ensure its prompt receipt. For the purposes of this paragraph, "Electronic Mail" means any method of transmitting legibly recorded messages including, without limitation, telex, telegraph, telephone, facsimile transmission or email.

## 6. General

- 600 Vance Creek or the Owner each have their respective right to reasonably refuse a Guest access to the Premises.
- 601 Although it is Vance Creek's intention to provide the services described herein for as long as Vance Creek Hotel is able to earn a proper financial return, Vance Creek may, upon notice, terminate this Agreement provided reasonable cause is stated in the notice. Subject to the foregoing, this Agreement may be terminated by either party giving notice to the other except for those rights and obligations incurred up to the date of receiving the notice of termination. In particular, the Owner must abide by all bookings made by Vance Creek at the date when the termination notice is received. Upon receipt of the termination notice, Vance Creek Hotel must:
- a) Provide the Owner with an Occupancy Report;
- and upon fulfillment of the last booking, Vance Creek must provide the following to the Owner:
- b) All keys to the Premises; and,
  - c) A Management Report.
- 602 If Vance Creek suffers or incurs any damage, loss or expense, or is obliged to make any payments for which the Owner is liable by reason of any failure of the Owner to observe and comply with any of the terms of this agreement, then Vance Creek shall have, in addition to any other remedy, the right to set off against any amounts owing to the Owner such damage, loss, expense or payment.
- 603 The Owner shall hold harmless, indemnify and defend Vance Creek from any and all claims, actions, suits, liabilities, damage, costs and expenses whatsoever arising out of any injury to any person using the Premises or any damage to, or theft from the Premises whatsoever except willful acts of misconduct or negligence on the part of Vance Creek.

## 7. Interpretation

- 700 This shall be the agreement between the parties as it exists at the execution of this agreement and it is further agreed that all previous communications and negotiations between the parties and all previous agreements between them, whether verbal or written, not herein contained and affirmed, and hereby withdrawn, annulled and rescinded.
- 701 If any provision of this agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the unenforceability or validity of the remaining provisions of this agreement and such provision shall be inseverable from the remainder of this agreement.
- 702 The headings in this agreement and the captions Headings appearing in the margin of this agreement and the table of contents and index, if any, in this agreement all form no part of this agreement and shall be deemed to have been inserted for convenience only.
- 703 This agreement shall ensure to the benefit of and be binding upon the parties and their respective personal representatives, successors and permitted assigns and Vance Creek is hereby specifically permitted to assign the agreement.
- 704 Words importing a singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neutered gender and words importing persons shall include firms and corporations and vice versa and words such as “hereunder”, “hereto”, “hereof”, “herein” and other words commencing with “here” shall, unless the context clearly indicates to the contrary, refer to the whole of this agreement and not to any particular article or section of this agreement.
- 705 Should a party comprise two (2) or more persons, each of them, and not one for the other or others, shall be jointly and severally bound with the other or others for the due performance of the obligations of the party hereunder.
- 706 This agreement is governed by the laws of the Province of British Columbia.

**The Parties, intending to be Legally Bound, have executed this agreement on the dates shown below.**

Vance Creek Property Management

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date