

CONSTRUCTION MANAGEMENT AGREEMENT

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CONSTRUCTION MANAGEMENT AGREEMENT entered into in the City of,
Province of, Canada.

BETWEEN: V1 (*name of natural person*), (*occupation*), domiciled
and residing at (*civic number and street name*), in the City of
..... (*name of city*), Province of (*name of province*),
..... (*postal code*);

OR

V2 (*corporate name*), duly attests that it is a legal person duly
incorporated under the *Act (name of statute under which the corporation
was incorporated)*, having its principal place of business at (*civic number
and street name*), in the City of (*name of city*), Province of
..... (*name of province*), (*postal code*), and duly registered
under the designating number (.....) in accordance with the
*Act (name of the statute respecting the legal publicity of enterprises under which the
corporation is registered)*;

OR

V3 (*corporate name*), duly attests that it is a legal person duly
incorporated under the *Act (name of statute under which the corporation
was incorporated)*, having its head of registered office at (*civic number
and street name*), in the City of (*name of city*), Province of
..... (*name of province*), (*postal code*), and duly registered
under the designating number (.....) in accordance with the
*Act (name of the statute respecting the legal publicity of enterprises under which the
corporation is registered)* represented by (*name of representative*), its
..... (*title of representative*), duly authorized for the purposes hereof, as
he/she so declares;

OR

V4 (*corporate name*), duly attests that it is a legal person, duly
incorporated under the *Act (name of statute under which the corporation
was incorporated)*, having its head or registered office at (*civic number
and street name*), in the City of (*name of city*), Province of
..... (*name of province*), (*postal code*), and duly registered
under the designating number (.....) in accordance with the
*Act (name of the statute respecting the legal publicity of enterprises under which the
corporation is registered)* represented by (*name of representative*), its
..... (*title of representative*), duly authorized for the purposes hereof as he/she

OWNER	MANAGER

so declares [or as indicated in the resolution of the sole director [OR board of directors]], Schedule A;

OR

V5 (*common business name*), [general partnership], **OR** [limited partnership represented by (*name of its general partner*), its general partner] **OR** [undeclared partnership], **OR** [joint venture], **OR** [collaboration], **OR** [any other group of persons] operating a business through the exercise of an organized economic activity of a commercial nature, duly formed under the [*Civil Code of Québec*] **OR** [any applicable general law] **OR** [any other applicable statute], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number (.....) in accordance with the Act (*name of the statute respecting the legal publicity of enterprises under which the corporation is registered*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [OR Board of Directors] of each participant in the collaboration] **OR** [as indicated in the resolution of the members of any other group of persons], Schedule A;

HEREINAFTER REFERRED TO AS THE “OWNER”;

AND: (*identify party B*);

HEREINAFTER REFERRED TO AS THE “MANAGER”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”;

AND AS INTERVENOR: (*identify surety, if applicable*);

HEREINAFTER REFERRED TO AS THE “SURETY”.

OWNER	MANAGER

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) The OWNER is engaged in the business of (describe business sector);
- (B) The OWNER has developed a real estate project and has entered into a construction agreement with a contractor for the purpose of realizing the work;
- (C) The MANAGER is engaged in the business of (describe business sector) and, in the course of it activities, it has developed the expertise required to pilot such a project;
- (D) The OWNER wishes to entrust a significant part of its responsibilities as the owner of this project to the MANAGER as well as a variety of other tasks to ensure the smooth operation of the project;
- (E) The MANAGER agrees, on a non-exclusive [~~OR~~ exclusive] basis and in exchange for financial compensation, to assume such role on behalf of the OWNER and to provide the services related thereto in accordance with common trade practices;
- (F) The PARTIES wish to record the terms of their agreement regarding such purpose in a private writing;
- (G) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

V1 (Short Form) NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

OR

V2 (Long Form) NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND THOSE SPECIFIC TO EACH PARTY, AS THE CASE MAY BE, CONTAINED IN THE AGREEMENT, THE PARTIES INTEND TO BE LEGALLY BOUND AND AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

OWNER	MANAGER

V1 (Sole Agreement) Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement have the meaning indicated below:

OR

V2 (Multiple Agreements) Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation will be interpreted or construed as follows:

0.01.01 Activities

V1 (Short Form) means, regarding the OWNER, (describe its principal business activities) and, regarding the MANAGER, (describe its principal business activities);

OR

V2 (Long Form) means regarding the OWNER, (describe its business activities), and means regarding the MANAGER, (describe its business activities) and includes in respect of each PARTY any other activity related to such business activities and any new area of activity in which a PARTY may carry on business from time to time during the term of the Agreement;

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, generally refers to this agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.03 Best Efforts

means the efforts that a Person, including a PARTY, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

0.01.04 Breach

OWNER	MANAGER