

## REPUBLIC OF UGANDA

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between **Amalgamated Property Services Limited (A.P.S. Ltd.)** of Post Box 6799, Kampala, Uganda hereinafter known as the 'Property Managers' and having its registered office at Office F5, Bhatia Building, Plot 8 Wilson Road, Kampala and \_\_\_\_\_ of P.O. Box. \_\_\_\_\_ hereinafter known as the Landlord and having its/his offices at Kampala.

WHEREAS the Landlord is desirous of appointing the Property Managers to act as the Landlord's

Agent for the management and letting of the buildings hereinafter listed and belonging to the

Landlord: -

1. Plot
- 2.
- 3.
- 4.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1)

a) In consideration of the Property Managers managing the property (ies) of the Landlord as herein above listed, the Property Managers shall be entitled to a Management Fee of \_\_\_\_% of the gross collections. Any Government Taxes applicable on Management Fees such as V.A.T. (presently @ 17%) shall be borne by the Landlord. The Management Fee shall be payable forthwith by the Landlord on the Property Managers raising a bill on a monthly basis and on the bill being presented to the Landlord for payment.

b) The property Manager shall be entitled to a fee of \_\_\_\_ % towards supervision fee for any maintenance/repair works carried out at the building(s).

2)

In addition to the Commission as herein above provided the Landlord shall reimburse to the Property Manager expenses incurred by the Property Manager on behalf of the Landlord such as:

- a. Filing monthly V.A.T. Returns (where applicable) and Income Tax Returns and behalf of the Landlord.
- b. Expenses relating to utilities such as electricity, water and maintenance expenses to the extent mentioned herein below.
- c. Expenses relating to telephone, faxes and couriers to the Landlord, when the Landlord is out of Kampala.
- d. Expenses relating to the services of lawyers and auctioneers appointed by the Property Managers in the course of these duties as hereafter

described.

- e. The Landlord shall provide sufficient funds to the Property Managers towards a Float for expenses.

3) The Property Manager hereby covenants as follows:

- a. Collect the rent from the Tenants of the aforesaid building and deposit the same in the Landlords designated Bank Account.
- b. To bear and pay all the normal office expenses connected with the management of the properties.
- c. To make their best endeavor to find Tenants to fill the empty premises in the building and negotiate a reasonable rent as predetermined in consultation with the Landlord, with the new Tenant. Each letting is to be an Assured Shorthold Tenancy for a term not exceeding 12 months unless a longer period is first agreed to and sanctioned by the Landlord. On the negotiations being finalized, to jointly execute the Tenancy Agreement with the Tenant.
- d. Serve notices to rent defaulters, trespassers and recover arrears of rent, mesne profits and damages. In the course of such services the Property Managers may engage the services of lawyers and auctioneers.
- e. Look after the essential daily maintenance of the buildings to the extent of Ushs. 500,000/- per month, which expense shall be reimbursed by the Landlord. The Property Manager shall not expend any amount in excess of Ushs. 500,000/-without the prior permission of the Landlord.
- f. Arrange for the security and maintenance staff for the said buildings for which the Property Manager shall be reimbursed by the Landlord.
- g. To prepare financial statements for the auditors appointed by the Landlord and at all times to keep updated records of all collections, dues, expenses and liabilities.
- h. Advise the Landlord as to the tax liabilities such as V.A.T. and Income Tax which may be payable from time to time; as also City Rates and Ground Rent payable to City Council; Water and Electricity Bills as and when they may be due. The Landlord shall provide sufficient funds for the above expenses. The Property Manager will be solely responsible to ensure that these are paid in respect of each property.
- 1. The Property Managers shall be required to maintain updated records of all collections, dues, expenses and liabilities at all times.
- j. All monies collected by the Property Managers shall be deposited in the Landlord's designated bank account.
- k. Monthly statements of accounts shall be made ready by the Property Manager by the 10<sup>th</sup> of following month and informed to the Landlord. Also included in the said statements shall be details of any major arrears, rents collected and monies banked.
- 1. All rentals shall be first communicated and confirmed by the Landlord.

- 4) The Landlord shall indemnify the Property Manager against all losses and/or claims/demands etc. that may be made by the Tenants against the Property Managers while performing its above mentioned duties.
- 5) The Property Manager shall maintain strict confidentiality regarding the affairs and status of the properties of the Landlord.
- 6) It will be the sole responsibility of the Landlord to have the above mentioned property(s) insured.
- 7) It is hereby agreed that this management contract may be terminated by either party by providing a written notice of 3 (Three) months. On such termination the Property Managers shall hand over to the Landlord all documents in their possession relating to and in connection with the properties listed herein above. The Landlord shall in turn pay all monies, which may be due to the Property Manager.

The parties have set their hands this day herein above mentioned.

Signed sealed and delivered by the Landlord.

Mr \_\_\_\_\_

LANDLORD

Herein above mentioned

In the presence of Mr \_\_\_\_\_

WITNESS

Signed sealed and delivered by Mr. S.V. Nathan by and on behalf of Amalgamated Property Services Limited.

\_\_\_\_\_

PROPERTY MANAGER

In the presence of Mr \_\_\_\_\_

WITNESS