



MANAGEMENT AGREEMENT

On this 1st day of March, 2023, **Laurel Hollow Condominium Association, Inc.** (the "Association"), located in or about 275 Laurel Hollow Drive, Nokomis, Florida, 34275 United States and **Associa Gulf Coast, Inc.**, ("Agent"), located at 9887 4th Street North, Suite 104, St. Petersburg, FL 33702 United States, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Associa Gulf Coast, Inc. as its sole and exclusive Property Manager. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. TERM. This Agreement is effective as of May 01, 2023, for a one (1) year term (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "Renewal Term"), unless either party gives written notice not more than one hundred eighty (180) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a minimum of 3.00%, or by such higher amount as approved by the Board of Directors.

2. COMPENSATION. In consideration of Agent's performance of services described in this Agreement, Agent is entitled to be paid as follows :

(a) **Recurring Routine Services.** Agent shall receive a Management Fee for Recurring Routine Services as described below. The Management Fee is due and payable monthly in advance and includes Agent's overhead expenses , including salaries of Agent's employees (excluding the compensation for reimbursable On-Site Personnel specifically provided for in Section 9); local travel expenses to and from the Property as defined in Section 4; fees for basic services (other than those identified in Exhibit A) which includes financial management as defined in Section 6; and general administration and day-to-day physical systems management. The Association shall also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

AGREEMENT PERIOD	MANAGEMENT FEE
May 01, 2023 – April 30, 2024	\$1,000.00 per month
Onboarding Fee: \$0	Board Meetings: 4
Current Unit Count: 93	Inspections: 12

(b) **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending registered notices to the Association's Unit Owners (the "**Owners**"), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year.

(c) **Non-Routine Services.** Agent shall maintain availability for services related to certain non-routine activities, including, but not limited to, research; court appearances; depositions; subpoenas; discovery; consultation with attorneys related to the Association's role in any legal proceeding; preparation and development of special reports; collation and/or dissemination of records; and insurance claim administration.

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(d) Association must request and authorize any Non-Routine Services in writing. Charges for Non-Routine Services shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. ADMINISTRATION OF SERVICES. Agent is and will remain a licensed community association manager and will provide the Association with efficient business and financial administration, supervision and/or oversight as required in this Agreement, and advisory services that are consistent within the best interests of the Association and standard industry portfolio management practice. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall perform its services in accordance with this Agreement and the Association's governing documents/rules. Agent is not required to perform services outside the scope of this Agreement. The Association acknowledges that Agent may, at its discretion, enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the parties in writing or are otherwise required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

In addition, Agent may retain third parties to perform services to help subsidize, reduce, or eliminate costs normally incurred by the Association. Such services will be provided at no additional cost to the Association unless otherwise agreed to by the parties in writing.

Agent may utilize an online portal to ensure that third-party vendors engaged on behalf of the Association comply with Agent's minimum standards of professionalism ("**Associa Vendor Access**"). Associa Vendor Access enables third-party vendors to self-manage their business information, including but not limited to W-9's and insurance certificates. Associa Vendor Access allows the Association to have access to a searchable vendor database and improved payment processing efficiency by allowing for direct upload of invoices into Agent's payment system, with the ability to monitor the payment status of all invoices. The Association acknowledges and agrees that all third-party vendors engaged to perform services or provide goods to the Association shall enroll through Associa Vendor Access.

- 4. CONTRACT DOCUMENTS.** Upon commencement of this Agreement, the Association shall provide Agent with:
- (a) A description of the general and limited common elements and Condominium Improvements (the "Condominium Property");
 - (b) Copies of all guarantees and warranties in effect.
 - (c) Copies of the recorded Articles of Incorporation, the Declaration of Condominium and the Bylaws of the Association, as amended (collectively, the "Governing Documents");
 - (d) Copies of Board resolutions, policy statements, and rules and regulations, including any amendments thereto; and
 - (e) Copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

5. LIAISON WITH THE BOARD. The Board shall appoint a Director authorized to communicate with Agent on any matter relating to the Association (the "Liaison"). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

6. FINANCIAL MANAGEMENT. Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:

(a) **Collections.** Agent shall use its best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to units or homes for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments, or rents due the Association which may at any time become due by way of legal process or otherwise as maybe required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be billed to the delinquent owner(s).

(b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be licensed to do business in Florida and insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association acknowledges that in an effort to reduce or eliminate Association banking costs, Agent has established financial institution partnerships where the Association may maintain such monetary accounts; recognizing that this may cause Agent to incur additional account maintenance costs (i.e., deposit processing, transaction reconciliations, exception processing, software integrations, etc.), these partnering financial institutions may provide Agent with cost remuneration.

(c) **Disbursements.** Agent shall disburse Association funds to timely pay all of the Association's operating expenses. Agent must obtain the Liaison's written approval before disbursing any funds. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's obligations and effect an audit trail. Agent is authorized to establish automatic and recurring payments to pay: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.

(d) **Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.

(e) **Annual Budget and Variances.** No less than thirty (30) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance, and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget.

Agent shall do its best to ensure that the cost of all routine maintenance to the Property (as defined in writing by the Association) falls within the budget. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

7. GENERAL ADMINISTRATION. Agent shall establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:

(a) **Files and Rosters.** Agent shall keep and maintain the Association's official records as described in Section 718.111(12), Florida Statutes, as the same now exists or maybe amended from time to time. Agent shall cooperate with the Association to permit its owners access to the official records as required by law.

(b) **Meeting Administration and Attendance.** Agent shall attend up to four (4) Board meetings and the Annual Meeting each year. Agent shall prepare the minutes of all such meetings and maintain the meeting minutes as part of the Association's official records. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. Any meeting which exceeds two (2) hours in duration is subject to extra charges in accordance with the rates in Exhibit A.

(c) **Expenditure Commitment Limits.** Except as otherwise provided in this Agreement, Agent is authorized to spend up to \$500 in the aggregate each year for materials, equipment, and/or services needed to maintain, repair, or replace the common elements and Condominium Property. Agent cannot spend more than this without the Board's (or the Board's Liaison's) prior written authorization. The foregoing limit does not apply in emergency situations where the Agent must take immediate action to preserve the safety of the Property or to protect the Owners and their guests from imminent danger, or where Agent must spend money to avoid the suspension of any necessary services to the Association.

(d) **Insurance Administration.** Agent shall assist the Board and its qualified insurance broker, to meet the Board's obligation to acquire and maintain adequate insurance for the Condominium Property as required by Section 718.111(11), Florida Statutes and the Governing Documents, all as maybe amended from time to time.

Upon the Association's written request and authorization, Agent shall diligently process all claims for which the Association is responsible. Likewise, upon the Association's written request and authorization, Agent shall supervise construction or reconstruction activities for the Association, and/or serve as administrator, investigator, supervisor, coordinator, processor, or follow-up for insurance losses or any other insurance claim matters on the Association's behalf. In such cases, the Agent shall be compensated at those additional hourly rates for such services as outlined in Exhibit A, or at a rate of twenty percent (20%) of the insurance proceeds paid to settle the claim, whichever is greater. The compensation for this administration shall be included as part of the claim.

(e) **Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:

(i) All forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns);

(ii) Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such.

(iii) Mortgage lender letter as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and

(iv) Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.

(f) **Computer Programs.** If Agent provides the computer program C3 or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.

(g) **Information Processing.** Agent shall work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for its work related thereto, and such fees will be the direct income of Agent. The Association shall have no right to such fees.

(h) **Administration of Rules.** Agent shall assist the Association with enforcing the Governing Documents and Rules in accordance with Board-adopted policies and Exhibit A, including referring violations to the Association's legal counsel.

(i) **Emergency Services Program.** Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (i.e., storm damage, vandalism, etc.) or personal injury. Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses to non-emergencies will be billed in accordance with Exhibit A.

8. PHYSICAL SYSTEMS MANAGEMENT. Agent shall assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Property.

(a) Agent has no authority or responsibility to maintain or repair individual dwelling units. Such maintenance and repairs shall be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner.

(b) On behalf of the Association, the Agent shall solicit contracts for the maintenance and physical plant operation of the Property, typically through a competitive bidding process, for Board approval. Agent shall oversee these contracts to ensure the cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities, and areas, etc. Agent shall make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Agent shall notify the Board, in writing, of all serious deficiencies.

(c) Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent shall not perform, nor be expected to perform, the services that normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

9. PERSONNEL. If applicable, Agent and the Association agree that:

(a) **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved in writing by the Board or its Liaison, Agent may, with the Board's written authorization, directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "**On-Site Personnel**"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, shall be the financial responsibility of the Association, unless specifically provided otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There shall be no replacement personnel required during routine periods of vacation or sick leave; and

(b) **Association Employees.** In situations where the Association has its own employees (the "**Association Employees**"), the Association grants Agent the authority to exercise discretion in hiring, paying, training, supervising, investigating, and discharging the Association Employees; Agent agrees that it will act within the Association's policies and guidelines when exercising this discretion on behalf of the Association. The Association shall bear any and all costs and liability with respect to the Association Employees, and all expenses associated with the Association Employees shall be paid from the funds of the Association under the Association's payroll tax identification number.

The Association recognizes that Agent is legally obligated to take reasonable measures to protect its employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges that Agent may limit its employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, the Association furthermore agrees to take reasonable measures to assist Agent in precluding recurrence of abusive or harassing behavior.

10. AGENT'S EMPLOYEES. Agent spends significant amounts of time and money to hire and train its employees, subcontractors, partners, officers, and co-owners (collectively, "Agent's Employees"), and those of its partners and affiliates, to assist the Association and other associations. The Association, therefore, derives benefit from Agent's experience in managing and implementing its hiring and training procedures. Thus, if during the Placement Fee Period (defined below), the Association directly or through another management company or similar third party, hires, retains, or contracts, in any capacity, with a past or present Partner who worked directly with the Association during the term of this Agreement, the Association agrees to pay a Placement Fee, which shall be equal to three (3) months of the Management Fee. Both parties agree that the Placement Fee is a reasonable sum due to the extensive training and tradecrafts that Agent provides, as well as expectation of the continued income and allotment of resource.

For purposes of this provision, the Placement Fee Period shall be defined as the Initial Term of this Agreement, any and all subsequent Renewal Terms, and twelve (12) months immediately following the earlier of (i) the termination of this Agreement for any reason, or (ii) the termination of the Partner's relationship with Agent and its affiliates. In no event shall the Association be obligated to pay the Placement Fee if it hires, retains, or contracts with a party who was not a Partner of Agent or its affiliates during the twelve (12) month period immediately preceding the termination of this Agreement.

11. CONTRACT SUPPLIES AND SERVICES PROCUREMENT. In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section shall be in the name of the Association. Except as described in Article 7 (c) above, Agent shall not spend any money or enter into any contract on behalf of the Association without the Board's prior written consent.

12. ANNUAL AUDIT. Unless required by the Governing Documents or by law, the Association may elect to have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and any expense due to Agent by Association for the aforesaid services shall be as set forth in Exhibit A. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

13. INDEMNIFICATION. The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "**Agent Indemnitee**") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (i) the Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (ii) no Agent Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made, or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

14. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

- (a) Comprehensive general liability coverage with limits of no less than \$1,000,000, and \$2,000,000 in the aggregate;
- (b) Umbrella or excess liability insurance with limits of no less than \$2,000,000 per occurrence and in the aggregate;
- (c) Directors and officers insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate;
- (d) Fire and extended coverage for all Association Property; and
- (e) Coverage for all claims related to the employment of employees, whether those of Agent or the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released from this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

15. TERMINATION. This Agreement may be terminated by:

- (a) Written notice of an intent not to renew not more than one hundred eighty (180) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement;
- (b) Mutual written consent of Agent and the Association;
- (c) Delivery of written notice to the other party (the "**Defaulting Party**") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or
- (d) Written notice from Agent to the Association in the event that there are insufficient operating funds to continue the operation of the Association, and continuation of such deficiency for a period of ten (10) days after such notice.

Any termination of this Agreement for any reason shall be effective on the last day of the month. Except for termination pursuant to Section 15(b) or termination pursuant to Section 15(c) where Agent is the Defaulting Party, the Association shall be responsible for all Management Fees and fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

16. TRANSITION. After receipt of a Notice of Termination, or thirty (30) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

- a. Begin the process of transition to the party identified and authorized by the Board;
- b. Be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, etc., necessary to transition the records in an orderly manner;
- c. Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent is not responsible to pay any additional invoices for which the Association is responsible. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and

the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association;

- d. Upon Association's written request, arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.
- e. Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association.

17. DIGITAL PRODUCTS.

- a. Within a reasonable period after the execution of this Agreement, Agent will cause an interactive digital product (the "**Digital Product**") to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Digital Product will be password protected, for the free and exclusive use of the Association's residents who register for this service through the Digital Product. The Digital Product will be operated and maintained by Agent or its service providers and available by hyperlink from Agent's website. The Digital Product will provide various communication tools, which may include directories, calendars, surveys, and forums. All data submitted to the Digital Product by the Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to Agent for use in operating and maintaining the Digital Product and related services. The Digital Product and all computer programs and code used in the operation of the Digital Product, as well as all intellectual property rights therein, shall be the sole and exclusive property of Agent. Revenue generated from the Digital Product through Association-solicited advertising will be the sole property of the Association. All other revenue shall be the sole property of Agent. Agent sponsored programs, including but not limited to Associa Advantage, and Associa Supports Kids, are not Association-solicited advertisements as contemplated by the revenue sharing language above.
- b. The Digital Product may contain links to other websites. Use of these websites is at the user's own risk. Agent is not responsible for and does not endorse the content, products, or services of any third-party websites and does not make any representations regarding their quality, content, or accuracy. Agent is not liable for the materials, information, and opinions provided on, or available through, the Digital Product (the "**Site Content**"). Reliance on the Site Content is solely at the user's own risk. Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Digital Product, the Site Content, and the products and services provided on or available through the Digital Product are provided on an "AS IS" and "AS AVAILABLE" basis. Agent makes no warranty or representation with respect to the quality, accuracy, or availability of the Digital Product and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Digital Product, the Site Content, or any services provided on or through the Digital Product or any linked site, including any direct, indirect, incidental, special, consequential, or punitive damages.
- c. Cancellation of the Digital Product requires thirty (30) days' written notice by the Association. In the event of the cancellation of the Digital Product, Agent will cause the Digital Product to be shut down. If the Association had a domain name managed by Agent, Agent will transfer the domain name to a designated Association contact at no fee.

d. Exhibit A sets forth the fees that shall be paid by the Association for the Digital Product.

18. STATUS OF AGENT. All legally binding instruments shall be executed by the Board's President, Vice President, or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's President is authorized by Agent to execute such instruments.

19. AGENT'S RELATIONSHIP TO OTHER ENTITIES. Exhibit B contains a list of those entities, as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated. If in the future Agent becomes affiliated with any entity not identified on Exhibit B, Agent agrees to disclose such relationship to the Board prior to the delivery of goods or services. If Agent is related to or has a financial or business relationship with a Board member, Agent agrees to disclose such relationship. Notwithstanding the foregoing, the Association acknowledges that the following activities do not constitute a violation of this Section:

- a. Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents; and
- b. Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent, or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

20. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

21. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

22. NO THIRD-PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third-party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

23. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Agent shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees.

24. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. In the event any litigation is initiated to enforce any provision of this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover reasonable attorneys' fees and costs incurred in the litigation up to and including all appeals.

25. SEVERABILITY. The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

26. NOTICES. All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery, except for notice of change of address which shall be effective upon receipt.

27. AMENDMENTS. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.

28. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.

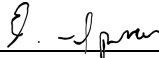
29. SIGNATURE. The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSOCIATION:

Date: 3/2/2023 | 10:27 AM PST

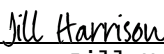
By: 

Name: Earl Ipsaro

Title: President

Address: 275 Laurel Hollow Drive, Nokomis, Florida, 34275
United States

Date: 3/2/2023 | 1:28 PM EST

By: 

Name: Jill Harrison

Title: Vice President Ops & Transitions

Address: 275 Laurel Hollow Drive, Nokomis, Florida, 34275
United States

AGENT:

Date: 3/3/2023 | 5:12 AM PST

By: 

Name: John Tague

Title: East Region Vice President

Address: 9887 4th Street North, Suite 104, St. Petersburg, FL
33702 United States