

MORRIS DEVOE

Form Community Association

MANAGEMENT AGREEMENT

This form is designed to provide a balanced and fair management contract between a manager and an association.

In addition to serving as a management agreement, this form is designed to be used as either:

- (1) a request for proposal to a manager from an association, defining the services that it requests and the terms of the management engagement, OR
- (2) a proposal from a manager defining the services offered and the fees associated with those services.

This form will be updated. To obtain the latest form or to suggest modifications, updates, or corrections, visit www.morrisdevoe.com. Morris DeVoe welcomes your suggestions.

This management agreement was created by Morris DeVoe, a law firm focused on Community Association law, for our clients and for use by community associations and managers of community associations. This form is copyrighted and may not be reproduced or used, in whole or in part, by anyone other than a community association or manager, or for any purpose other than as stated above. No modification is permitted to this form.

The downloading or use of this form does not constitute legal advice and does not create an attorney-client relationship with Morris DeVoe or any Morris DeVoe attorney. Morris DeVoe recommends that associations and managers seek competent legal counsel experienced in community association law any time they enter into management agreements.

Instructions
for
Use as an Association Request for Management Services

- (1) Fill out the Association Information Section.**
- (2) On Addendum A, identify by checking boxes and filling out necessary information which services and the frequency of services are requested by the Association.**
- (3) Copy this form with the Association's information and selection of services and provide it to management companies to fill out the remainder and return for a proposal.**
- (4) Compare managers' responses and follow up with clarification and questions.**
- (5) Interview managers and walk through project with managers.**
- (6) Revise proposal if necessary based on input from managers.**
- (7) Send revised proposal to managers to obtain final proposals from manager candidates.**
- (8) Select Manager.**

Association Information

Name _____

Association Type Non Profit Corporation Unincorporated Association Other _____

General Mailing Address _____

General Email _____ General Phone Number _____

Number of Members of Association Governing Board/Committee (hereinafter referred to as Board) _____

Typical Place of Meeting of Board Project Phone Conference Other _____

Contact Person(s)

Name _____

Email _____ Phone Number _____

Website _____

Name _____

Email _____ Phone Number _____

Website _____

Most Recent Managers for the last 5 years:

Name _____

Email _____ Phone Number _____

Dates of management _____ to _____.

Name _____

Email _____ Phone Number _____

Dates of management _____ to _____.

Project:

Name: _____

Project Address _____

Project is a Condominium PUD Condo Hotel Unknown

other _____

Number of Units/Lots _____ Date(s) Project constructed _____

Nature of Project: Multi floor / High rise Attached Townhome Single Family Homes

Mixed Other _____

Amenities None Clubhouse/room Pool Parks/Open Space Private roads Gate

Other _____

Sub-associations (if any) _____

Master Association (if any) _____

Unbuilt/Platted Units/Lots in Project Yes No

Number of unbuilt Units/lots _____ Owner _____

Project can be expanded Yes No

Association's Legal Counsel

Name _____

Email _____ Phone Number _____

Project Developer:

Names _____

Names of Project Builder(s) _____

Developer ongoing Involvement in Association None Under Developer Control

Other _____

Developer _____

Contact Person for Developer (if any ongoing involvement)

Name _____

Phone number / Email _____

Significant Lawsuits, Disputes, or Other Legal Matters that the Association is Involved in

Other Relevant Information

Manager Information

(Attach additional sheets if necessary for complete responses)

Name _____

General Address _____

General Email _____ General Phone Number _____

Website _____ Facsimile number _____

Contact Person _____

Email _____ Phone number _____

Manager Description and Qualifications:

Manager is a Utah Corporation or other legal Utah entity sole proprietorship other _____

Number of employees: Full time _____ Part Time _____ Other _____

Number of Association Managers _____ Number of Associations managed _____

Management/Accounting Software utilized _____

Years Managing Community Associations _____

Business engaged in by manager by approximate percentage of total business activity

Community Association Management % _____ Apartment management % _____

Rental management % _____ Real estate sales % _____ repair/maintenance % _____

Other _____ % _____

Office (if multiple offices attach sheets as necessary to explain aspects of each office):

Office Type: Business Location Home Office Other _____

Meeting room with capacity for _____ people

Other amenities available to Association Members or Board Members at Manager's office

Office Business Hours (open for walk-in visitors) _____

After Hours / Emergency Services

Manager (does not provide provides) emergency and after hours repair and management services

Manager provides a (Guaranteed Response Time Estimated Response Time) of _____ from notice of an emergency or other after hours request.

Emergency services are provided by: Manager's Employees Third Party Vendors

Person responding to emergency / after-hours calls: Employee/ Manager Answering Service

Contact Information for Emergency Services:

Phone number _____ email _____

Website Portal _____ Text _____

Hours available _____

"After-hours" shall refer to the hours of _____ on _____ and _____ on _____

All material limitations on time, scope, or availability of after-hours / emergency services _____

Manager Membership / Participation in Community Association Trade Organizations

Organization

Description of Participation

Organization Website

Manager Certifications and Community Association specific Training

Management Company Certifications/ Designations

Organization	Certification/Designation	Date	Website Address for Explanation
--------------	---------------------------	------	---------------------------------

Individual Manager Certifications/ Designations

Manager Name	Certifications/Designation	Date	Website Address for Explanation
--------------	----------------------------	------	---------------------------------

Manager Training / Education

Most Recent Education/Training specific to Community Association Management:

Person/Organization Providing Training	Date	Names of persons who attended	Description of Training
---	------	-------------------------------	-------------------------

References - provide at least 3 from associations currently managed.

Association

Person

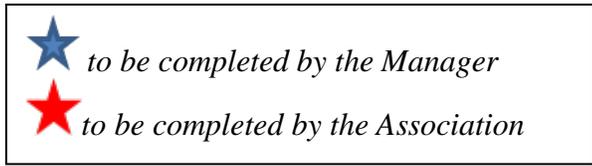
Phone Number

Email

Conflict of Interest Disclosures.

Manager should read the prohibition on conflict of interest transactions in Section 9 of this Agreement and provide any required disclosure in this section and should provide the names and a description of any conflict for any company or person with whom manager has a conflict of interest but wants an exception to the conflict of interest policy.

Other Relevant Information



Management Agreement

Upon signing by the Association’s and Manager’s authorized representative, this Management Agreement (“**Agreement**”) is entered by and between Association and Manager.

RECITALS

- A. The Project and Association were created and are governed pursuant to the Governing Documents which may include a plat, Declaration, Bylaws, Rules, Articles of Incorporation, Resolutions, and other documents.
- B. The Association exists generally: (1) to serve the owners of property in the Project, (2) to maximize the value of the property in the Project, and (3) for such other purposes provided for in the Association Governing Documents. It is the desire of the Association that the Manager shall act at all times in the best interests of the Association and, when those interests are consistent with the interests of the association, in the best interests of the individual owners to ensure they have a pleasant, fair, and responsive interaction with the Manager.
- C. The Association desires to retain Manager to manage the Association and the Project on the terms and conditions set forth in this Agreement and subject to the scope of services identified in this Agreement.
- D. Manager wants to manage the Association and the Project on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual promises set forth in this Agreement, the Association and Manager agree as follows:

AGREEMENT

- 1. **TERM OF AGREEMENT.** Subject to the termination rights provided below, this Agreement shall be for a period of one year commencing on the Effective Date. Any services provided prior to the Effective Date shall be compensated as provided herein as if this Agreement had been signed when the first services were rendered.
- 2. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that the last required party signs this Agreement.
- 3. **ASSOCIATION.** The Association’s governing body (management committee, board of directors, board of trustees, or other similar governing body (the “Board”)) shall direct the Manager and the Manager shall take instruction from the person(s) identified in writing by the Board to communicate with the Manager. The Board shall have all authority, discretion, and make all decisions of the Association provided for and allowed in this Agreement.

4. APPOINTMENT OF MANAGER.

- A. The Association hereby appoints Manager, an independent contractor, as the Association's agent to manage the Association and the Project according to the terms and conditions in this Agreement which include the scope of services in Addendum A, ("Manager's Duties"). Manager hereby accepts such appointment.
- B. The Association hereby grants Manager the power and authority necessary and convenient to carry out Manager's Duties.
- C. Manager shall act on behalf of and as an agent for the Association. All debts and obligations incurred by Manager on behalf of the Association required by the performance of Manager's Duties in this Agreement shall be incurred on the Association's behalf and Manager shall not be liable for the payment of any such debts or obligations. If any debts or obligations other than those that may be expressly assigned to Manager in this Agreement are paid by Manager, Manager shall be entitled to reimbursement from the Association for any such payments.

5. MANAGER'S DUTIES. Manager shall perform Manager's Duties, which shall include any work, effort, and action necessary or incidental to Manager's Duties. Manager's Duties shall be performed consistent with the Governing Documents and the terms of this Agreement.

- a. Manager shall be subject to the direction of the Association related to the management of the Association and the duties described herein. The Association may not, however, place requirements or restrictions on Manager that unreasonably interfere with or materially increase the time necessary for Manager's completion of Manager's Duties in this Agreement, unless the Association accepts and agrees to any adjustment in fees required by Manager to complete the duties with the additional requirements or restrictions.
- b. If required in Addendum A, a Property inspection shall require the Manager to inspect substantially all of the Project visible by walking through the Project common areas, walkways, and roadways. It shall also include the inspection of the inside rooms, storage areas, and hallways of any Amenities in the Project and common area interiors spaces. It shall also include inspection of areas or items requested by the Board. Generally, the Manager will be expected to identify obvious conditions that need maintenance, need further investigation, or may be safety or security hazards; and to identify obvious violations of the Governing Documents. This inspection shall not: (1) constitute any warranty of any condition or lack thereof in the Project, (2) be expected to identify any condition that would require specialized knowledge or that is not obvious to the naked eye during the inspection, or (3) permit or require entry into any Unit or private lot not otherwise generally accessible by the Association or its agents. Manager shall prepare a written inspection report identifying conditions observed in the Property Inspection that, in Manager's judgment, need repair, replacement, adjustment, or other action.
- c. If Manager reasonably needs legal, expert, or other professional advice, opinions, or assistance to perform Manager's Duties consistent with the Governing Documents and this Agreement, the Association shall authorize Manager to obtain the necessary advice, opinions, or assistance or relieve the Manager of the applicable duties. No reduction in the Base Fee shall be made for relieving Manager of any duties pursuant to this paragraph.

- d. The Manager is part of the Association’s control group for purposes of the attorney-client privilege and the Manager may be included in attorney-client communications, whether by phone, email, in person, or otherwise. The Manager shall maintain and protect that privilege by not disclosing attorney-client communications to anyone outside of the Association’s Board without the permission of the Association or a Court Order. The Manager shall have only that authority granted specifically by the Board related to a particular legal matter to speak for the Association or to take action on behalf of the Association related to that legal matter.
- e. Unless otherwise directed, attending meetings shall mean a sufficiently experienced and knowledgeable representative of the Manager shall: (1) appear prepared for the meeting and any agenda items with necessary documents and information, (2) be prepared to conduct the meeting if requested, (3) be prepared to take and prepare minutes if requested, and (4) have a general understanding of the procedural requirements for conducting business on the agenda at the meeting.
- f. The Association may Remove or Reduce Duties and Authority. Notwithstanding anything to the contrary herein, the Association may reduce or remove any duties, obligations, and authority of Manager at any time upon written notice. If the Association reduces or removes any authority necessary to complete any duty required under this Agreement, Manager shall be relieved of the duty also. Upon any reduction in authority, Manager’s shall promptly notify the Association in writing of any and all duties that it cannot perform under this Agreement.

6. MANAGEMENT FEE AND OTHER FEES.

- a. Base management fee (“Base Fee”) \$ _____ per _____.
- b. One-time Startup/Setup Fee (if any) _____.
- c. Setup fee (if any) when new owner moves into project during Agreement term _____.
- d. Manager cannot charge additional fees other than indicated in this paragraph 6 to the Association except as provided for in Addendum A.
- e. If Manager pays expenses with Manager’s funds consistent with authority granted in this Agreement, then the Association shall reimburse those expenses (“Reimbursements”).
- f. Manager shall provide a monthly invoice or invoices to the persons identified in Addendum A identifying all of the following:
 - i. The Base management fee.
 - ii. Each separate Extra Fee charged to the Association. All Extra Fees shall be identified separately and individually for each service, incidence, or item. For each Extra Fee, the invoice shall identify the date and provide a sufficient explanation of the Extra Fee.
 - iii. Any reimbursements to be made by the Association. All reimbursements shall be identified separately. For each reimbursement, the invoice shall identify the date and



provide an explanation for the reason for the reimbursement and shall be accompanied by a copy the original receipt and proof of payment for the expense being reimbursed.

- g. Payment of Manager Invoice. The Association shall pay all undisputed base fees, extra fees, and reimbursements due and owing pursuant to this Agreement within 30 days of receipt of the invoice.

7. EMPLOYMENT OF PERSONNEL. Manager shall select, hire, compensate, and adequately train all employees necessary for Manager to perform Manager's Duties and obligations under this Agreement. All such employees shall be employees of Manager and not of the Association. Manager shall be solely responsible for all salaries, wages, taxes, workers' compensation insurance, and any and all other expenses payable to or on account of such employees.

8. NO RESPONSIBILITY FOR UNITS/LOTS. Manager shall have no responsibility for or authority over the maintenance of or repairs to individual units/lots in the Project, except only as assigned to the Association in the Governing Documents or as instructed by resolution of the Board.

9. CONFLICTS OF INTEREST AND ANTI-KICKBACK.

a. Anti-Kickback Policy

- i. Manager and any officer, employee or owner of Manager shall not offer to accept, solicit, accept, or attempt to accept favorable treatment or a financial benefit for themselves or any other person or relative, from any person supplying services or materials to or for the Association (a "kickback"). A kickback shall include any payment by anyone to the Manager arising out of or from a payment from the Association to that person or company.
- ii. The only exceptions to this policy shall be for: (1) The Manager, the Manager's employees, and the Owners of the Manager may receive typical employment and ownership related financial benefits and compensation for services provided directly by the Manager and the Manager's employees to the Association as required in this management contract, (2) meals (of less than \$20 per plate in value) or entertainment (up to \$100 per day no more than twice in any one year) provided by vendors simultaneously with training, marketing, or sales presentations; (3) the acceptance of vender marketing materials (no one of which may be more than \$100 in value) and items such as logo shirts, logo hats, logo jackets, and similar logo marketing items, but only if such items are openly distributed by the vender to many vendor clients, (4) activity costs and meals paid for by vendors at organized industry events, and (5) prizes from random drawings or open contests contingent with marketing efforts by a vendor at organized industry events. In no way shall any exception to this policy result in any cash payment or similar payment of any kind, including through the return of any item won in any drawing or contest.
- iii. Manager and employees of Manager shall immediately report to the Board any knowledge of any kickbacks or any attempted, offered, solicited, or accepted kickbacks by or to anyone related to the Association.

- iv. Manager shall educate its officers and employees regarding this policy and take reasonable efforts to identify any potential kickbacks or offer of kickbacks that involve its employees as related to any services or materials provided to or for the Association.
- v. The provision of services and materials for purpose of this provision shall include services and materials provided by managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, attorneys, suppliers, and all other companies and persons providing services and materials to the Association.

b. Conflicts of Interest – Barred Transactions.

- i. The Manager shall not permit, recommend, or engage in any transaction that is a conflict of interest transaction, without beforehand fully disclosing and obtaining approval of the Board for the transaction.
- ii. A conflict of interest transaction is any transaction involving the Association in which any of the following persons or entities could receive a financial benefit as a result of the transaction:
 - 1. a Board Member, Manager, employee of a Manager, or owner of a Manager entity,
 - 2. a relative of anyone identified in (1),
 - 3. an employer of anyone identified in (1),
 - 4. an entity, company, or business in which anyone identified in (1), (2), or (3) has a greater than .1% ownership or economic interest,
- iii. Notwithstanding the above language, any services or materials provided directly by the Manager or the Manager's employees to the Association pursuant to this Agreement shall not be considered a conflict of interest transaction as to the Manager, the owner of any Manager entity, the Manager's employees, and any relative of them.
- iv. Notwithstanding the above language, a transaction in which the financial benefit a Board Members receives is substantially the same as that received by all similarly situated owners in the Association from the transaction shall not be conflict of interest transaction.

10. ASSOCIATION EXPENDITURES.

- a. Manager shall facilitate the payment of the Association's obligations as required and allowed in this Agreement. Manager shall obtain approvals for expenditures and/or signatures on checks as required in this Agreement. Manager may make payments from Manager's funds for reimbursement by the Association or may make payments directly with Association funds without prior approval, only as allowed and in the limits described below. The Association may alter any approval limit, Reimbursement Limit, Emergency Disbursement Limit, and any other authority of Manager to pay expenses or disburse association funds at any time upon written notice to Manager. Manager may expend money or incur a contractual obligation up to the Emergency Disbursement Limit to deal with emergency conditions which may involve a significant and imminent danger to life or property or which may threaten the suspension of essential services to the Project. The Association may designate in writing expenses that the

Manager can pay directly on a monthly basis without prior approval of the Association. The Association may change or remove this designation at any time with written notice. Non-Reoccurring Expenses are expenditures that are not reasonably expected to repeat on a monthly basis.



b. Non-Reoccurring Expenses under \$_____, shall not require Board Approval and may be paid directly by Manager with Manager’s funds and shall be reimbursed by the Association.



c. Reimbursement Limit _____



d. Emergency Disbursement Limit _____



e. Manager shall have signing authority as indicated below on the following Association financial accounts

i. Operating Account signing authority No Yes

ii. Reserve Account signing authority No Yes

iii. _____ signing authority No Yes



f. Expenses of association and reimbursements shall be paid¹:

i. with approval of two board members

ii. with approval of one board member

iii. with approval of Manager subject to the following limits,

11. INSURANCE.

A. If required in Addendum A, Manager shall secure and pay for a crime policy/ fidelity bond that shall cover Manager’s employees. Such bond shall be in an amount identified in Addendum A. The bond may be a blanket or umbrella bond. Such bond shall protect the Association against financial loss due to the loss of Association’s funds caused by Manager’s employees.

IMPORTANT NOTE – MANAGER’S CRIME INSURANCE (FIDELITY BOND) WILL LIKELY NOT COVER THEFT OF ASSOCIATION FUNDS BY THE OWNER OF A MANAGEMENT COMPANY OR BY A SOLE PROPRIETER MANAGER – THE ASSOCIATION MUST OBTAIN ITS OWN CRIME POLICY TO COVER THEFT OF ASSOCIATION FUNDS BY AN OWNER MANAGER, BY THE OWNER OF A MANAGEMENT COMPANY, OR BY ANY ASSOCIATION BOARD MEMBERS, OWNERS, OR OFFICERS.

¹ Morris Sperry Recommends that every expenditure and disbursement from any financial account of the association be reviewed and approved in writing or by electronic confirmation by at least two Board members.

- B. Manager and Association shall each provide and maintain during the term of this Agreement a general liability insurance policy with limits of not less than \$2,000,000.
- C. If required by law, Manager and Association shall each provide and maintain during the term of this Agreement a workers compensation insurance policy compliant with the law.

12. INDEMNITY.

- a. Association agrees to defend, indemnify, and hold Manager and Manager's officers, agents and employees harmless from any liability, loss, damage, claims, demands, costs, or judgments against any of them arising out of Manager performing Manager's Duties; provided, however, that any duty to defend, indemnify, and hold harmless shall not apply to:
 - i. actions that are not authorized in this Agreement;
 - ii. Grossly negligent, intentional, willful, or criminal conduct;
 - iii. Any liability, loss, or damage to the Association caused by the Manager and Manager's officers, agents and employees; or
 - iv. any claim by the Association against the Manager or Manager's officers, agents and employees.
- b. The Association's duty to defend, indemnify, and hold Manager harmless in "a" above is: (1) conditioned on the Association having insurance coverage obligating the Association's insurance company to defend, indemnify, and hold Manager Harmless under an Association insurance policy providing coverage for "insured contracts," (2) limited in amount and scope by the applicable insurance coverage, and (3) subject to and limited by any authority or discretion granted to the insurance company in the Association's policy. If the Association is required to defend, indemnify, and hold Manager harmless under this Agreement, the Association's insurance shall be primary and noncontributory. The Association waives any right of subrogation against Manager related to any defense or indemnity required in this Agreement.
- c. Manager agrees to defend, indemnify, and hold Association, and Association's owners, officers, board members, agents, and employees harmless from any liability, loss, damage, claims, demands, costs or judgments against them arising out of conduct by Manager and Manager's employees, agents, officers, or owners that is:
 - i. Not arising out of Manager performing Manager's Duties under this Agreement and in compliance with this Agreement; or
 - ii. Grossly negligent, intentional, willful, or criminal.
- d. If the Manager is required to defend, indemnify, and hold the Association harmless under this Agreement, the Manager's insurance shall be primary and noncontributory. The Manager waives any right of subrogation against Association, Association's owners, officers, board members, agents, and employees related to any defense or indemnity required in this Agreement.

13. NOTICES OF LEGAL AND OTHER MATTERS. Manager and Association shall notify the other promptly of any complaints, warnings, notices, demands, legal notices, subpoenas, summonses, or other governmental demands, or requirements relating to the Association. Manager shall promptly notify the Association of any lawsuits filed against Manager in which damages in excess of \$50,000 are being sought, any bankruptcy filing by Manager or any owner or officer of Manager, or any failure of Manager to pay debts in the ordinary course of business without legal justification.
14. NO INDUCEMENT OF MANAGER'S PERSONNEL. During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement or for a period of one (1) year after an employee has terminated his or her employment with Manager, whichever is less, the Association shall not, without Manager's prior written consent to do so, (i) recruit, solicit or otherwise induce any of Manager's employees to discontinue their employment with Manager, (ii) hire any of Manager's employees, (iii) enter into any employment negotiations with any of Manager's employees, or (iv) engage any of Manager's employees as an independent contractor. This prohibition shall not apply: (1) to any employee of Association or Association's prior manager who becomes an employee of Manager, or (2) to any full or part time employee first hired by Manager to work in the Project and that works more than 70% of the employee's time in or related to the Project. Manager shall not enforce any noncompetition agreement between manager and any employee if the Association hires any employee satisfying an exception to the prohibition in the prior sentence.
15. RECORDS. All books and records related to the Association in the possession of or created by Manager shall be and remain property of the Association, whether they are obtained, maintained, or stored electronically (including all data compilations, electronic documents, and digital databases with association related data and records) or otherwise ("Records"). Such records shall include but not be limited to:
- a. All accounting and financial records of the Association including but not limited to: balance sheets; profit/loss statements, accounts receivable aging; accounts payables aging and lists; owner account data, statements, and history; accounts payable aging and lists; budgets; all bank statements; financial account statements; chart of accounts; account detail for all accounts in the chart accounts; any audits, reviews, or other similar reports, and
 - b. Documents relating to the operation of the Association, including but not limited to: meeting minutes; owner lists including address, phone numbers, and email addresses; vendor contract information; assessment statements history; newsletters, communications to owners, ballots, proxies, annual meeting voting results and tallies, as built drawings and any other construction plans of any buildings in the Project; invoices; warranties; and other records regarding maintenance and repair of the units or common areas.
16. TERMINATION.
- a. Either party may terminate this Agreement with or without cause with 30 days' notice. The 30 day period after notice shall be referred to as the "Notice Period."
 - b. Either party may terminate this Agreement immediately upon a material breach by the other party.

- c. During the Notice Period, the Association and Manager shall continue to perform their respective obligations and duties under this Agreement, subject to: (1) the Association’s right to limit Manager’s Duties and authority as allowed in this Agreement, and (2) notwithstanding any prior instructions or anything in this Agreement to the contrary, Manager shall obtain the Association’s written approval for any payments, transfers, expenditures, and any attempt to bind the Association to any contract, obligation, debt, or liability.
- d. Unless otherwise directed by the Association, within 20 business days from any notice of termination by either party (regardless of whether such notice is disputed or not): (1) the Manager shall provide to the Association, (i) All records of the Association, (ii) any keys related to the Association, including any master keys, and (ii) any personal property belonging to the association in the possession or control of the Manager; (2) Manager shall remove any equipment and other property owned by Manager from the Project and vacate any office or other space occupied by the Manager or the Manager’s agents; (3) Manager shall terminate all lock box and other electronic receipt of assessment payment 15 days after notice and will promptly forward to the Association or its designee any checks, invoices, and other documents received related to the Association; and (4) Manager and Association shall cooperate, to the extent necessary, in transferring control and signing authority on any financial accounts that are to be transferred to new manager, cooperate in transferring funds of the association to new accounts designated by the Association if new accounts are to be established. Manager shall be allowed to keep funds in accounts that are not to be transferred sufficient to cover outstanding checks and payments that have not cleared and a sufficient amount to cover unreimbursed expenses. Manager shall obtain approval for payment before applying held funds to unreimbursed expenses. Manager shall be relieved of any duties that are no longer possible to provide based on the above requirements.

17. NOTICES. All notices, demands, and requests shall be in writing and shall be sent by e-mail and mail to:

 A. To the Association: _____

 B. To Manager: _____

18. WAIVER. The failure of either party to insist upon strict performance of any term, covenant, duty, agreement, provision, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof shall not constitute or be construed or interpreted as a waiver or relinquishment of any such term, covenant, duty, agreement, provision, condition, right or remedy, and the same shall remain in full force and effect. No waiver by either party of any term, duty, provision, right, or remedy of this Agreement shall be deemed to have been made unless in writing and signed by the party charged therewith.

19. NO PARTNERSHIP, EMPLOYMENT RELATIONSHIP, OR JOINT VENTURE. Nothing contained in this Agreement shall be construed or interpreted to be or to create a partnership, employment relationship, or a joint venture between the Association and the Manager.
20. OTHER ACTIVITIES. The Association acknowledges that Manager may manage other associations and projects in addition to the Association and the Project.
21. COOPERATION. The Association and Manager shall fully cooperate and shall take all actions reasonably necessary in the performance of the duties and obligations contained in this Agreement.
22. BINDING. This Agreement is for the benefit and is binding upon the Association and Manager. The individuals signing this Agreement hereby certify that each has read and fully understands this Agreement, that this Agreement contains terms by which the parties intend to be legally bound, and that each individual has express authority to execute this Agreement on behalf of the entity for whom he/she is signing this Agreement.
23. SEVERABILITY. If and to the extent that any court of competent jurisdiction holds any provision or any part hereof to be invalid or unenforceable, such holding shall in no way effect the validity of the remainder of this Agreement.
24. DRAFTING. Except as otherwise provided herein, this Agreement shall not be construed against or in favor of either party.
25. HEADINGS. The headings in the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof.
26. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
27. ATTORNEYS' FEES. In the event of any default under this agreement, the non-defaulting party shall have the right to collect from the other party its reasonable costs and attorneys' fees. Costs as used in this agreement shall include copy expenses, deposition reporting costs, investigation costs, expert witness costs, and all other reasonable costs of any kind incurred related to the default.
28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. A faxed or scanned signature shall be the equivalent of an original signature.
29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Association and Manager, and, except as provided otherwise herein, may not be amended or modified without a writing signed by the Association and Manager specifically amending this Agreement.
30. USE OF FORM AS A PROPOSAL OR REQUEST FOR PROPOSAL. Submission of this Agreement pursuant to an Association request for proposal to a Manager or as a Manager proposal to provide services to an Association without a signature shall not be construed as a legal offer to provide services under the terms, but merely a proposal for discussion and consideration. No binding agreement shall be created until this form is signed by both parties.

This Agreement is effective as of the date the last required party signs this Agreement.

DATED this ___ day of _____, _____ [NAME OF THE ASSOCIATION]

By: _____

Its: _____

DATED this ___ day of _____, _____ [NAME OF MANAGER]

By: _____

Its: _____

ADDENDUM A - SCOPE OF SERVICES

INSTRUCTIONS:

The association should check the box in the left hand column for the services or scope of services it requests, and in some instances, provide necessary information about the services to be provided.

The Manager shall indicate in the right three columns whether it provides the services, any limitations on providing those services, and whether those services are included in the Base Fee or are provided for an Extra Fee.

For any Extra Fee, the manager must provide (1) the exact amount of the fee, (2) who it is charged to – The Association or someone other than the Association, and (3) if the Extra Fee is an hourly rate: (i) the hourly rate(s), and (2) the Manager’s best estimate of the time typically required for the service.

The parties agree that any ambiguity in this Addendum ***will be construed against the Manager*** so it is the Manager’s obligation to provide whatever information is necessary to clearly identify services provided, limitations on those services, and the fees charged for those services including Extra Fees.

To “***facilitate***” as used in this Addendum and in the Agreement shall mean to take all necessary and reasonable action to accomplish the required result, with actual fees and costs for materials and third party services to be paid by the Association without markup, unless otherwise indicated as an Extra Fee.

 <i>Column filled out by the Association</i>	 <i>Column filled by the Manager</i>
---	---

Required Services	Description of Service	Provided as part of Base Fee	Check Box if <u>Not</u> included as part of Base Fee but provided for an additional fee and include complete explanation of Extra Fees	Limitations on Services Provided
				
	Annual Budget/Audit Services			
<input type="checkbox"/>	Prepare draft annual operating budget for board review and approval, setting forth estimated receipts and disbursements. Prepare in accordance with any timetable established in Governing Documents or as necessary to establish assessment estimates for each year.	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Send proposed and final budgets to all owners annually	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Send proposed and final budget to all owners if required and at time required in governing documents.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate audit or review of the Association's books and records annually or as otherwise requested by the Board.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
Bank Accounts				
<input type="checkbox"/>	Reconcile all bank and other financial account statements	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Provide copies of bank statements to Board.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
Selection of Financial Institutions				
<input type="checkbox"/>	Association requires financial institution selected by Association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Association allows financial institution to be selected by Manager. Accounts selected by manager will be started new upon engagement of manager and closed upon termination of manager. Many Managers have accounting and lock box arrangements with one financial institution.	<input type="checkbox"/>	<input type="checkbox"/>	
Accounting/Bookkeeping Services				
<input type="checkbox"/>	Receive, account for, and deposit all payments from members of the Association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and maintain financial records of all receipts and disbursements to accurately reflect the financial activities of the Association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and provide the following financial statements. income statements __, balance sheets __, year-to-date operating budget comparison __, bank statements __,	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

	reconciliation report __, aging accounts payable reports ____, Transaction/expense detail ____. (Specify frequency: monthly __ quarterly __, other _____)			
Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Prepare and provide to Board Accounts receivables aging (list of owners delinquent in payment of assessments and amounts past due) (Specify frequency for providing: monthly_ quarterly _ other_____).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate the preparation of tax returns.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Assessment Notices and Statements			
<input type="checkbox"/>	Prepare and send to each member of the Association any required annual assessment notice in accordance with the Governing Documents.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and send to each member of the Association any special assessment notices in accordance with the Governing Documents.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and send to each member of the Association a periodic statement of assessments due (Specify frequency of assessment billing: <input type="checkbox"/> monthly, <input type="checkbox"/> quarterly, <input type="checkbox"/> annually, <input type="checkbox"/> other_____).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
	Disbursements			
<input type="checkbox"/>	Arrange for payment of obligations of Association in accordance with procedures indicated in this Agreement	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Collections			
<input type="checkbox"/>	Add a collection warning on any periodic assessment statement to an owner's account (if any) as provided for in the Association's collection policy.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	If the Association does NOT already send monthly statements, send a monthly statement to those in default on assessments.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and send out any collection warning/ past due letter required by the collection policy. (Postage to be paid by Association).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate with association attorney any pre-lien or other right to cure required, if required by Governing Documents.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate turn-over of collection accounts to Association attorney pursuant to any collection policy adopted by the Association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate preparation and updating of collection policy with association attorney.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Provide information and account statements to the Association attorney as requested for collection purposes.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Immediately turn over any bankruptcy notices to the Association attorneys.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Comply with requests of Association attorney related to bankruptcy including account modifications and instructions related to sending any account statements and notices.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Additional litigation-related services (collection or other litigation. (e.g., provide information and documents to association attorney, meet with and/or assist Association	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

	attorney, appear and testify at deposition, appearance and testify at trial, etc.)			
Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Prepare and record notices of lien for unpaid assessments. ¹	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Association Registrations	<input type="checkbox"/>	<input type="checkbox"/>	
	Update Association annual registrations with the Utah Division of Corporations.			
<input type="checkbox"/>	Register, if necessary, and update the Association’s registration with the Utah Department of Commerce Homeowners Association Registry.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Association Insurance	<input type="checkbox"/>	<input type="checkbox"/>	
	Facilitate an analysis of coverage for any existing policies upon manager takeover of the Project and notify Board of any failure of the Association to have insurance coverage as required in the Governing Documents.			
<input type="checkbox"/>	Communicate with Board, claimants, and insurance agents/claims adjusters regarding claims by the association and against the association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Obtain insurance policy proposals and bids for insurance required by the Governing Documents and by the Board. (e.g. property, general liability, directors and officer’s liability, earthquake, flood, crime).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Maintain certificates of insurance and copies of all policies for all insurance policies carried by the Association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Notify the Board at least sixty (60) days in advance of any scheduled insurance policy expiration date.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate obtaining sufficient explanations, comparisons, and analysis of competing proposals for insurance coverage when obtaining new insurance coverage	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Notify owners of property insurance deductible at least	<input type="checkbox"/>	<input type="checkbox"/>	

¹ Utah statutory requirements for recording liens are complex and impose significant penalties for unauthorized or improperly recorded liens. Moreover, Utah law is unclear on whether the preparation and filing of liens by a non-attorney is the unauthorized practice of law, as has been determined in other states. Accordingly, Associations are advised to seek the assistance of legal counsel with preparing and recording notices of lien.

ADDENDUM A - SCOPE OF SERVICES

	once per year and upon any change in the deductible as required by Utah law.			
Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Association Annual Owner Meetings			
<input type="checkbox"/>	Prepare annual owners meeting agenda.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Take and prepare meeting minutes. (This is typically the function of the secretary of the association)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and send notice of annual owners meeting in accordance with Governing Document. Facilitate legal view if necessary.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and send proxies and/or ballots. Facilitate legal review if necessary.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Collect and tally ballots/votes/proxies at the meeting and preserve all election related documents in Association Records.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Distribute to owners budgets, reserve study updates, and/or other information requested by the Board or required by the Governing Documents or Law.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend annual meetings, including any later meeting as a result of any postponement and failure to achieve a quorum.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Association Board Meetings			
<input type="checkbox"/>	Prepare Board meeting agenda.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Take Board meeting minutes. (This is typically the function of the secretary of the association)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and send Board meeting notices in accordance with notice requirements in Governing Documents.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and distribute reports, packets, and/or other	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

	information to be provided to Board members prior to Board meetings.			
Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Attend up to _____ Board meetings per year.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend extra or special Board meetings as requested.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend board meetings on weekends and/or evenings (instead of during normal business hours).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate the organization of any Board subcommittees as required by the Governing Documents or by the Board.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend meetings of subcommittees (other than architectural design review which is addressed below). The following committees are required/anticipated to be organized by the Association (included expected frequency of meetings and whether meetings are during business hours or not: _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Special Meetings			
<input type="checkbox"/>	Prepare and send special meeting notices in accordance with notice requirements in Governing Documents.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend special meetings of the Association, including meetings rescheduled for lack of a quorum or other reasons.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend evening or weekend special meetings if scheduled by the Association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate any legal or other analysis required related to special meeting requests.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
	Architectural/Design Review Committee Meetings			
<input type="checkbox"/>	Attend architectural/design review committee meetings: Describe frequency and typical days and times of meetings: _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Receive and transmit information and requests between owners to architectural/design review committee.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate legal and other professional services for architectural/design review committee.	<input type="checkbox"/>	<input type="checkbox"/>	
	Master Association			
<input type="checkbox"/>	Communicate, as necessary and appropriate, with Master Association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend Master Association member meetings.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend Master Association Board meetings.	<input type="checkbox"/>	<input type="checkbox"/>	
	Sub Associations			
<input type="checkbox"/>	Communicate, as necessary and appropriate, with sub-association.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend sub-association meetings.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Attend sub-association board meetings.	<input type="checkbox"/>	<input type="checkbox"/>	
	Communication with Owners/Residents			
<input type="checkbox"/>	Serve as owner/resident's single point of contact with Association for complaints or maintenance requests and promptly respond to same.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Promptly respond to other requests for information from owners related to the Association and facilitate any Board approval when appropriate or the involvement of the Association's counsel when approved of by Board.	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Maintain a record of owner communications with Manager, including copies of any written or email communications.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Provide copies of written complaints to the Board.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and distribute Association newsletters (specify frequency: monthly __, quarterly __, annually __, other _____), specify length and detail required _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and send warning and fine notices for actions in violation of the governing documents in accordance with governing document requirements. Facilitate involvement of legal counsel when necessary.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Online Services			
<input type="checkbox"/>	Provide a password protected portal on Manager’s website (or other web access under Manager’s control) that is accessible by owners in the Project and that provides electronic copies of current versions of Governing Documents, recent meeting minutes.			
<input type="checkbox"/>	Create Association website with password protected portal for association specific information. Specify content to be included on website _____ _____ (attach sheet with more detail if necessary).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate/oversee the creation of an Association website by third-party	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Maintain and update existing Association website. (Check below the specific content to be maintained on Association website) <input type="checkbox"/> current version of Governing Documents (e.g., declaration, bylaws, rules and regulations, Board	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

	resolutions); <input type="checkbox"/> annual owners meeting minutes; <input type="checkbox"/> architectural/design committee meeting minutes; <input type="checkbox"/> other content (specify _____). Identify platform existing website is on if known _____			
Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Create social media presence (specify: Facebook page __, twitter __, blog __, other _____).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Manage/maintain existing Association social media outlets (specify outlet and frequency of updates: _____)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Common Area and Facilities			
<input type="checkbox"/>	Facilitate obtaining reserve analysis and updates as Board requests. (The law requires a reserve analysis every 6 years and an update every 3 years).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Inspect common area and facilities and provide written inspection report. The inspection and written inspection report are described in section 5(b) of the Agreement. (specify frequency: <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> semi-annually <input type="checkbox"/> other _____)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate cleanup of debris and trash in and around interior and exterior Common Areas and Facilities. (Specify frequency: <input type="checkbox"/> daily <input type="checkbox"/> weekly <input type="checkbox"/> semiweekly <input type="checkbox"/> monthly <input type="checkbox"/> other _____)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate testing and replacement of light bulbs in interior and exterior Common Areas and Facilities (specify frequency: <input type="checkbox"/> weekly <input type="checkbox"/> semiweekly <input type="checkbox"/> monthly <input type="checkbox"/> other _____)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate all necessary and appropriate maintenance and system checks and legally required inspections for the	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

	following systems, if applicable: <input type="checkbox"/> HVAC <input type="checkbox"/> Fire, Sprinkler and Suppression system <input type="checkbox"/> Chimney Sweep/Cleaning <input type="checkbox"/> Sewer Clean-out <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Security System Other _____			
Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Facilitate obtaining/developing preventive maintenance plan for Association common areas and facilities.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Janitorial Services (Interior Common Areas)			
<input type="checkbox"/>	Facilitate cleaning common area restrooms at the following frequency _____	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate vacuum/sweep interior common areas. Specify areas (e.g., hallways, stairways, building entry, elevator cars, reception desk area) at the following frequency _____.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate dusting/cleaning of interior common area surfaces (specify areas, e.g., mirrors, window ledges, other at following frequency _____).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Pool/Hot Tub/Spa Services			
<input type="checkbox"/>	Facilitate Inspection of and necessary maintenance of pool and pool areas. (specify frequency: <input type="checkbox"/> as required by law <input type="checkbox"/> daily <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> other _____)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate inspection and necessary maintenance to hot tub/spa and hot tub/spa areas. (specify frequency: <input type="checkbox"/> daily <input type="checkbox"/> weekly <input type="checkbox"/> semiweekly <input type="checkbox"/> monthly <input type="checkbox"/> other _____)	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Obtain bids/proposals for pool services.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Obtain bids/proposals for hot tub/spa services.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Selection of Vendors			
<input type="checkbox"/>	Facilitate preparation of requests for proposals (RFP) for vendor/contractor for services in excess of \$_____ in any one year period or for one project.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate preparation/review of contract by legal counsel vendor contracts in excess of \$_____ in any one year period or for one project.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Maintain lists of regularly needed vendors/contractors (<i>e.g.</i> , plumber, electrician, sprinkler repair person) for minor repairs.	<input type="checkbox"/>	<input type="checkbox"/>	
	Vendor oversight			
<input type="checkbox"/>	Initially collect and regularly confirm (not less than annually) vendor business licenses, professional licensing, insurance, workers' compensation insurance information.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Obtain signed contracts/proposals.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Respond to questions and facilitating communications from and to vendors related to services.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Review of vendor invoices for accuracy and validity.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Pay vendor invoices. (In accordance with Disbursement authority in the Agreement).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Confirm that vendor provided services satisfactorily or facilitation of professional services as necessary to obtain confirmation.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Oversee vendor work within competency of Manager to oversee (<i>i.e.</i> , janitorial services, landscaping services, minor aesthetic repairs).	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	Facilitate and coordinate professional oversight, as approved by Board, of vendor work beyond Manager’s competency to oversee. (i.e., roof replacement, plumbing repairs, fire-safety equipment repairs, asphalt replacement).	<input type="checkbox"/>	<input type="checkbox"/>	
	Respond to Document Requests by Owners			
<input type="checkbox"/>	Respond and provide association records and documents to owners and board members who request documents in accordance with the Utah Revised Nonprofit Corporation Act, including facilitating obtaining legal advice when necessary to evaluate requests. (“reasonable fees and actual copying costs actually charged to the association may be charged to owner for request”)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Respond to requests from owners for copies of rules, declaration, minutes of meetings, and other documents related to general operation of association.	<input type="checkbox"/>	<input type="checkbox"/>	
	Record Retention			
<input type="checkbox"/>	Facilitate adoption of records retention policy	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Comply with legal and governing document requirements for record retention and for maintaining records.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Keep Association in compliance with any adopted records retention policy.	<input type="checkbox"/>	<input type="checkbox"/>	
	Keys and Security			
<input type="checkbox"/>	Retain and provide copies of keys/swipe cards to any common area structures, gates, and storage areas.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Facilitate rekeying of locks and/or electronic pass cards as reasonably requested by the Board.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Unit Transfer Services			
<input type="checkbox"/>	Respond to title company and third party requests for payoffs, mortgage questionnaires, and information in connection with unit sales or refinancing.	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>	To provide the service above, allow the manager to utilize CondoCert, HomeWiseDocs, Community Archives, or a similar service that charges a fee to the requesting party, attach statement with all fees charged for this service and the portion or amount of fees passed through to the Manager related to this service. Provide the same disclosure any time pricing changes.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Provide requested assessment certifications, mortgage questionnaires, and documents to title companies and others directly <u>without</u> using any service such as CondoCert, HomeWiseDocs, Community Archives, or a similar service that charges a fee to the requesting party. (Alternative to above)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Prepare and Provide new-owner welcome packet to owners with information identified by Board (i.e., copy of declaration, bylaws, rules/regulations, most recent newsletter, Board/ Committee and Manager contact information).	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Special Services			
<input type="checkbox"/>	Maintain list of rentals to enforce rental restriction and facilitate and implement preparation of procedures related to any rental restriction.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Maintain pet registration lists and/or forms as required by the Governing Documents.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Retain and keep secure keys to individual units/homes.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	
	Manager Invoicing			
<input type="checkbox"/>	Provide monthly invoice detailing Manager Base Fee and all Extra Fees with sufficient description to enable board members to clearly understand billing.	<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
	Is Manager allowed to Provide Secondary Services to Owners in Project?			
<input type="checkbox"/>	If checked, Manager is <u>not</u> allowed to provide any of the following checked services to any owner in the Project related to property in the Project (if unchecked then the Manager may provide the following services directly to the owner), <ul style="list-style-type: none"> <input type="checkbox"/> real estate sales services related to units/lots in the Project, <input type="checkbox"/> maintenance services for owners in the Project, <input type="checkbox"/> rental management services for rental units in the Project, <input type="checkbox"/> any other services for pay of any kind to owners in the project related to property in the Project, that are not otherwise permitted or required in this Addendum A. 	<input type="checkbox"/>	<input type="checkbox"/>	
	Other Services (Specify in detail)			
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

ADDENDUM A - SCOPE OF SERVICES

Required Services	Description of Service	Provided as part of Base Fee	Not included as part of Base Fee but provided for a separate fee & Complete Explanation of Extra Fees	Limitations on Services Provided
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	