



**CUSTOMER SERVICE PROPOSAL
SEABRIDGE NORTH CONDOMINIUM ASSOCIATION, INC.**

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between **Tomoka Property Management, Inc.**, a Florida corporation and hereinafter referred to as the "AGENT" whose address is 725 Dunlawton Ave PO Box 290082, Port Orange FL 32129 and **SEABRIDGE NORTH CONDOMINIUM ASSOCIATION, INC.**, a Florida Not-for-Profit corporation and hereinafter referred to as "ASSOCIATION,".

WHEREAS, this Agreement supersedes and replaced any and all previous Agreements between the ASSOCIATION and AGENT.

WHEREAS, the ASSOCIATION is the legal entity responsible for the operation and management of and **SEABRIDGE NORTH CONDOMINIUM ASSOCIATION, INC.** including any and all property owned, controlled, or managed by the ASSOCIATION and which is created and governed by a **Declaration of Covenants** as the same may be amended from time to time; and

WHEREAS, the ASSOCIATION is desirous of entering into this Agreement for the purpose of engaging AGENT to furnish the management services listed herein to the ASSOCIATION,

WHEREAS, AGENT is desirous of furnishing such management services to the ASSOCIATION,

NOW, THEREFORE, in consideration of the mutual promises contained herein and One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

TERMS AND RECITALS

All above recitals are true and correct. The WHEREAS recitals are hereby incorporated by reference. The terms used herein shall have their usual and common meanings. Terms expressed in bold font are those terms which correspond with terms defined by this Agreement or, where applicable, by the **Governing Documents** for the ASSOCIATION.

Association Representative Initials _____
Tomoka PM Representative initials _____

DEFINITIONS

ASSOCIATION shall mean and refer to and **SEABRIDGE NORTH CONDOMINIUM ASSOCIATION, INC.**

ADMINISTRATIVE POLICY shall mean and refer to any written and duly approved resolution of the Board of Directors which governs the routine performance of any duty or responsibility of the ASSOCIATION.

Tomoka Property Management, INC., is a Florida Corporation and its employees, officers, directors, agents, and sub-contractors, and is hereinafter sometimes collectively referred to as the "AGENT."

ATTORNEY OF RECORD shall mean and refer to the attorney or law firm selected by the ASSOCIATION to handle all customary and common services rendered to the ASSOCIATION, including collections and covenant enforcement.

GOVERNING DOCUMENTS shall mean and refer to any of the collective governing documents for the ASSOCIATION including the **Declaration of Covenants**, the Articles of Incorporation, the Bylaws, and/or the Rules and Regulations, and any amendments thereto, which exist, whether recorded among the Public Records or not, for the ASSOCIATION and which encumber any units, lots, or dwellings located therein with certain rights, restrictions, rules, or easements.

OWNER shall mean and refer to any person, persons, or other entities, whether natural or not, defined as a member of the ASSOCIATION and subject to the provisions of the **Governing Documents**.

PRESIDENT shall mean and refer to the person appointed as President of the ASSOCIATION in accordance with the **Governing Documents** of the ASSOCIATION.

CONTRACT PROVISIONS

1.0 TERM OF AGREEMENT. ASSOCIATION hereby contracts with AGENT exclusively to manage the affairs of the ASSOCIATION for an initial period beginning September 1, 2026 and ending August 31, 2027. This contract shall renew automatically for one (1) year terms unless this agreement is terminated by either party in the manner hereinafter described. Either party may terminate this agreement at the end of the initial term or at the end of any subsequent one-year renewal term as defined herein provided that written notice must be mailed to the other party via certified United States Postal Service (USPS) mail, return receipt requested, to the address listed in this Agreement no less than sixty (60) days prior to the end of the initial term or no less than sixty (60) days prior to the end of any one year renewal term.

2.0 TRANSFER OF ASSOCIATION RECORDS. In the event this Agreement is terminated under Articles 1.0 or 2.0, both parties shall, within thirty (30) days, appoint an authorized representative(s) and schedule a mutually convenient date and time within thirty (30) days of the effective termination date to facilitate the transfer of the books and records of the ASSOCIATION to the authorized representative(s) of the ASSOCIATION. Said transfer of records shall occur at the address of AGENT listed herein or at other location deemed appropriate by AGENT. AGENT shall not charge a fee for the transfer of such records.

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3.0 TRUE UP PAYMENT. In the event this Agreement is terminated or expires, AGENT shall prepare and supply to the ASSOCIATION a statement reflecting any charges, fees, or reimbursements contemplated by this Agreement and, no later than thirty (30) days from the date of termination or expiration, disburse the funds necessary to properly defray these fees, charges, and reimbursements. ASSOCIATION hereby agrees that any outstanding fees that remain outstanding and payable by any third-party collection agency or law firm due to the AGENT only shall be assigned in their entirety to AGENT. AGENT shall prepare and supply to ASSOCIATION a statement of all such outstanding amounts owed, which shall be paid directly to AGENT by such third-party collection agency or law firm.

4.0 AGENT'S PERSONAL PROPERTY. The parties hereby acknowledge that all of the AGENT'S personal and intellectual property, including but not limited to, AGENT'S trade name, software programs, trademarks, service marks, and equipment is and shall remain the personal property of the AGENT. The parties hereby acknowledge that upon the expiration or termination of this Agreement that any and all of the aforementioned property in the custody of the ASSOCIATION will be returned to the AGENT in working order, save reasonable wear and tear, within thirty (30) days of said expiration or termination.

5.0 SERVICES OF AGENT. AGENT shall perform the specific services defined in **Exhibit A** incorporated herein in the name of and on behalf of the ASSOCIATION. The ASSOCIATION hereby gives the AGENT the necessary power and authority to perform all services either contemplated under this Agreement or as required by any provision of the **Governing Documents**, applicable state or federal law, rule or regulation. The ASSOCIATION will provide AGENT those items listed in **Exhibit C** incorporated herein at least three (3) weeks prior to the Commencement Date of this Agreement. AGENT may rely on all information supplied by the ASSOCIATION and AGENT will not be required nor expected to verify the accuracy and completeness of such information and shall have no liability for errors that result from the use of such information.

6.0 DESIGNATED REPRESENTATIVE. The ASSOCIATION shall designate one Board member or other designee who shall act as the primary liaison between the ASSOCIATION and AGENT with regard to ASSOCIATION business or affairs. With the exception of a bone fide emergency, AGENT shall not act, incur any expense, or otherwise obligate the ASSOCIATION at the direction or instruction of any other person or individual or when any such direction or instruction is in conflict with official actions, policies, or decisions duly adopted at a legal meeting of the ASSOCIATION. If the aforementioned designated representative is not available, or has not been formally appointed by the Board of Directors, the **President** of the ASSOCIATION have the authority to direct AGENT, within the confines of the authorities and powers granted to the **President** by the Board of Directors.

7.0 LEGAL REPRESENTATION. Agent hereby agrees to provide advice and counsel to the ASSOCIATION, and to perform the specific services herein using its experience, the experience of its employees, industry best practices, and its own internal and proprietary operating policies and protocols. ASSOCIATION hereby agrees that any advice and counsel offered by AGENT is not to be construed as competent legal opinion or advice, or as a replacement for competent legal opinion or

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advice, for any matter or concern which, in the opinion of the AGENT, requires the solicitation of such legal advice from the Attorney of Record or other legal counsel.

8.0 FEES AND COSTS. AGENT agrees to perform the services required of it herein, in exchange for which services the ASSOCIATION shall pay all fees and costs including monthly management fees, reimbursable costs related to equipment and supplies, on-site payroll costs, and other services which are enumerated in **Exhibit B** incorporated herein may be paid to AGENT by electronic ACH transaction at the discretion of the AGENT and without approval of the ASSOCIATION.

9.0 ON-SITE MANAGEMENT, MAINTENANCE AND/OR JANITORIAL STAFFING SERVICES. Notwithstanding anything to the contrary contained herein, and in accordance with the provisions found in Exhibit B incorporated herein, AGENT shall provide, at the ASSOCIATION'S sole and unfettered discretion and cost, on-site Community Association Management, Administrative, Maintenance/Janitorial, and/or Concierge personnel dedicated exclusively to the ASSOCIATION. Any persons retained to act as such on-site staff shall be employees of the AGENT only and shall be subject to, and the beneficiary of, all human resource guidelines and benefits set forth by the AGENT. All fees and costs related to any aforementioned on-site personnel shall be due and payable on the final payroll day of each bi-weekly payroll period and may be paid to AGENT by electronic ACH transaction at the discretion of the AGENT and without approval of the ASSOCIATION. Should the ASSOCIATION opt to serve as employer of said on-site staff, AGENT shall have no obligation whatsoever for payroll processing, withholding, taxation, benefit provision or administration, statutory reporting of any type, management of any federal, state, or local requirements, laws, codes, acts, or ordinances of any type or kind, insurance of any type related to the on-site staff, mileage reimbursement, vacation coverage, or any other human resources related duty relative to the subject on-site staff members.

10.0 EXCUSABLE DELAYS/FORCE MAJEURE. If the AGENT is hindered or otherwise unable to perform its duties provided herein in a timely manner by reason of riot, Acts of God, strikes, natural disaster, war, failure of power, insurrection, terrorist attack, or any other reason beyond the control of the AGENT, then the performance of such duty shall be excused for the period of the delay, and the period for the performance of such duty shall be extended for a period equivalent to the period of such delay.

11.0 ASSOCIATION RESPONSIBILITIES. In order for the AGENT to effectively perform its duties as provided herein, the ASSOCIATION hereby agrees to (i) maintain a fully and duly constituted Board of Directors, (ii) appoint one (1) officer or director of the Board to act as the primary liaison between the AGENT and ASSOCIATION, (iii) initially supply the AGENT with a full and complete copy of all governing documents for the ASSOCIATION including any amendments thereto, (iv) neither interfere, nor permit any interference, of the AGENT during their efforts to comply with the provisions of this Agreement, and (v) to assist the AGENT as necessary by properly exercising their duties and obligations under the governing documents including properly approving of actions of the ASSOCIATION. The ASSOCIATION further acknowledges that any cost or expense that is not explicitly that of AGENT and was incurred in good faith and in performance of its duties by AGENT on behalf of or in connection with the ASSOCIATION, shall be the full responsibility of the ASSOCIATION.

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12.0 NOTICES. Except as may be otherwise provided for herein, any notice, demand, request for consent, or other communication required under the terms of this Agreement shall be deemed to be properly delivered three (3) days after said communication is either (i) deposited in the U.S. Mail, postage prepaid, certified and return receipt requested, (ii) when delivered personally to the party, or (iii) when delivered by a reliable overnight carrier, fee prepaid and with confirmation of receipt requested. For the purpose of sending the aforementioned communications, the following addresses shall be deemed to be accurate unless changed in writing by the party making such change:

If to AGENT:

Tomoka Property Management, Inc.

Attn: Nathan Wade

PO BOX 290082

Port Orange, FL 32129

If to ASSOCIATION:

To the President according to the records of the ASSOCIATION
and **SEABRIDGE NORTH CONDOMINIUM ASSOCIATION, INC.**

13.0 INDEPENDENT CONTRACTOR. The parties hereby agree and acknowledge that the AGENT is an independent contractor for the ASSOCIATION and is not an employee. The ASSOCIATION hereby releases any rights, privileges, or authority of control over the method, manner, or means by which the AGENT performs the duties provided in the Agreement.

14.0 PARTIAL INVALIDATION. Any declaration or adjudication that renders any portion, segment, section, or phrase of this Agreement invalid or unenforceable shall have no effect on the remaining terms and provisions.

15.0 WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breaches of the same or other provisions.

16.0 TIME OF THE ESSENCE. Except as otherwise provided herein, time shall be of the essence for all terms and provisions of this Agreement.

17.0 MODIFICATION. No modification, addendum, revision, or addition to this Agreement shall be of any force, affect, or value unless the same is agreed to in writing by both parties.

18.0 ENTIRE AGREEMENT. This Agreement and Exhibits incorporated herein constitute the entire Agreement between the parties hereto, and neither party has been induced by the other by any representations, stipulations, or mutual understandings whatsoever and that there are no collateral agreements or contracts that exist between the parties unless the same is made an addendum hereto and therefore junior to the provisions herein.

19.0 VENUE. In the event that any such suit or legal proceeding is commenced by one party against the other, the other party hereby agrees and covenants that the venue for such proceeding shall

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be in and for of Volusia County, Florida. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

20.0 DISPUTE RESOLUTION. Prior to initiating litigation, the initiating party must first serve written notice to the Agent or Association within 90 days of the alleged loss setting forth in detail the nature of the alleged claim and an itemization of remedies sought. This must be submitted to mediation in good faith, bearing 50% of the mediation expense. Failure to serve proper notice or to mediate in good faith shall serve as a waiver of any rights to pursue litigation.

21.0 INDEMNIFICATION. The ASSOCIATION shall indemnify, defend, and hold AGENT harmless from all suits, claims, or other actions or legal proceedings brought against AGENT arising out of or related to any fraud, misconduct, act, omission or negligence of the ASSOCIATION, including but not limited to all attorney's fees, costs, and expenses related thereto. The AGENT shall indemnify, defend, and hold ASSOCIATION harmless from all suits, claims or other actions or legal proceedings brought against ASSOCIATION arising out of or related to any fraud, misconduct, act, omission or negligent of the AGENT including but not limited to all attorney's fees, costs and expenses related thereto. All provisions of this Agreement that require either party to have insured or to defend, reimburse, or indemnify the other party, shall survive any termination or expiration, and if either party is or becomes inclined in the defense of any suit, claim or other action or legal proceeding or litigation as result of this Agreement, such provisions shall apply as if this Agreement were still in effect.

22.0 ASSOCIATION INSURANCE. As specified herein, the ASSOCIATION shall carry in full force and effect and at its sole expense, public liability coverage, property and casualty coverage, Directors and Officers Liability coverage and any other such insurance that may be deemed necessary or appropriate. Such insurance policies shall name both the ASSOCIATION and AGENT as a Named Insured and their coverage shall be adequate to protect the interests of both parties in form, substance, and amounts which are reasonably satisfactory to the AGENT. The ASSOCIATION shall provide copies of evidence of the aforementioned policies within thirty (30) days of the execution of this Agreement. Alternatively, the AGENT may, but not be required to, bind all necessary coverage with a licensed insurance agent and the ASSOCIATION hereby agrees to reimburse AGENT for all costs incurred as a result of such placement of insurance coverage. Said policies shall contain a provision which requires that notice of any termination or cancellation of such policy shall be sent to the AGENT and ASSOCIATION no less than ten (10) days prior to such termination or cancellation.

23.0 AGENT INSURANCE AND LICENSES. AGENT will maintain Commercial Crime Insurance and Professional Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) so as to protect the ASSOCIATION from theft, forgery, loss of money as the result of an act of any employee or officer of AGENT. Proof of such insurance coverage will be provided to the ASSOCIATION and such insurance will not be terminated without the written consent of the ASSOCIATION. AGENT will maintain all licenses necessary to perform its duties as set forth in this Agreement and the Exhibits hereto. The

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ASSOCIATION will obtain and maintain all federal, state or local licenses or permits that are required for the ownership, operation and maintenance of ASSOCIATION property. AGENT shall comply with all applicable laws in connection with the performance of its duties hereunder.

24.0 GOVERNING LAW. This Agreement shall be governed by, construed in accordance with, and subject to, the laws and ordinances of the State of Florida and of Volusia County, Florida.

25.0 BINDING AGREEMENT. This Agreement shall be binding upon the parties and shall inure to the benefit of the successors and assigns of both parties.

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IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____, 20____.

WITNESS

Print name

Signature

FOR ASSOCIATION

Print name

Signature

Title-Date

WITNESS

Print name

Signature

FOR AGENT

Print name

Signature

Title-Date

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EXHIBIT A

SCOPE OF SERVICES

ACCOUNTING

1.0 AGENT shall receive, disburse, deposit, and properly account for all ASSOCIATION funds. Deposits and disbursements shall be made no less than weekly and funds collected shall be deposited in a custodial account in a state or national bank where such deposits are at all times insured by the Federal Deposit Insurance Corporation (FDIC). The ASSOCIATION'S funds shall be kept separate and apart from AGENT'S funds and the funds of any other client ASSOCIATION. All assessments and other revenues shall be initially deposited into the AGENT'S lockbox payment center, from which daily electronic transfers will be made by AGENT to the appropriate bank accounts of the ASSOCIATION.

1.1 In accordance with the payment schedule set forth in the **Governing Documents**, AGENT shall print and distribute to the last known address of all **Owners** the appropriate assessment payment instruments and return envelopes. If no street address has been provided, the aforementioned materials will be mailed to the street address of the subject property. It is anticipated that a number of **Owners** will avail themselves of the automatic payment programs that AGENT may, in its sole discretion offer, including online payments and electronic clearinghouse payments. The AGENT shall hereby be released from the printing and distribution of the payment coupons and envelopes for those certain **Owners** who have enrolled in such electronic programs.

1.2 AGENT shall coordinate, on no less than a weekly basis, receive, review, render payment from ASSOCIATION funds, and properly account for all invoices and bills from ASSOCIATION'S vendors, contractors, and/or service providers. All invoices and costs shall be coded to correspond with the general ledger/chart of accounts for the ASSOCIATION. ASSOCIATION shall retain the right, but not the obligation, to require approval of any and all payments of invoices and bills before said voucher is issued for disbursement by AGENT and to further require counter-signature of any and all payment instruments by a representative of the ASSOCIATION. However, AGENT shall be entitled to immediately process any and all invoices or vouchers rendered by AGENT without such approval or counter-signature. Said representative shall be at all times properly appointed by the Board of Directors, who shall notify the AGENT in writing of said appointment.

1.3 AGENT hereby recommends that the ASSOCIATION require any contractors and vendors who provide services upon the ASSOCIATION property be fully licensed and insured, including lawful workman's compensation insurance. AGENT shall utilize any third-party contractor and vendor insurance verification service it chooses, at its sole and unfettered discretion, to provide verification of such insurance coverage. Any costs associated with said insurance verification shall be borne by the subject contractor or vendor. AGENT shall compile all necessary IRS W-9 forms from contractors and vendors and shall furnish all necessary IRS 1099 forms to non-incorporated contractors and vendors in accordance with Federal tax law. ASSOCIATION hereby understands and acknowledges that it is solely responsible for the authorization of any work or services performed by any and all contractors and vendors. In the event that ASSOCIATION elects to retain the services of a contractor or vendor that does not possess the aforementioned license and/or insurance coverage, ASSOCIATION hereby indemnifies and holds AGENT harmless from any claim, suit, loss, or legal action or proceeding, including any and all

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attorney's fees and costs, arising as result out of any uninsured loss or claim by any third party vendor or contractor.

1.4 AGENT shall prepare both a proposed annual operating and reserve budget, including an assessment journal if required by Florida Statute. The proposed budget(s) shall be distributed to the Board of Directors no later than ninety (90) days prior to the end of the ASSOCIATION'S fiscal year and, in coordination with the Board of Directors and in accordance with applicable Florida Statute, properly notice a meeting of the Board of Directors for the purpose of approving such budgets(s). The Board of Directors shall either approve the budget as submitted or approve after making any revisions they deem necessary. The budget shall then be forwarded to the AGENT no later than thirty (30) days prior to the end of the ASSOCIATION'S fiscal year. AGENT shall issue payment instruments to Owners as required in section 1.1 herein.

1.5 AGENT shall prepare, distribute to the Board of Directors and other authorized persons, and file with the official records of the ASSOCIATION, a compiled monthly financial statement no later than the 25th of the following month which the statement is prepared. The monthly financial statement shall include a statement of balances, revenue and expense comparison, a check register, an accounts receivable journal, a collection activity report, a transaction journal, and an accounts payable journal. All said reports shall be prepared using the accrual method of accounting.

1.6 AGENT shall facilitate, at the sole cost of the ASSOCIATION, an annual independent audit or review of the ASSOCIATION'S financial records, as required by the applicable Florida Statutes. Said audit or review shall include the preparation and filing of any necessary local, State or Federal tax forms, utilizing an independent Certified Public Accountant of the ASSOCIATION'S choice. AGENT shall obtain an engagement letter from the ASSOCIATION'S existing CPA and shall also provide additional letters at the request of the ASSOCIATION not less than thirty (30) days prior to the end of the end of the ASSOCIATION'S fiscal year. AGENT shall not be responsible for any fines, penalties, or other charges assessed as a result of the ASSOCIATION'S failure to elect said CPA in a timely manner or by the CPA's failure to meet lawful deadlines.

1.7 On a schedule required by Florida Statutes, AGENT shall prepare and mail a notice to each Owner notifying them of the availability of the year-end financial report and provide a copy of such financial report upon request by any Owner. It is expressly understood that all costs for such notice, including postage and printing, are that of the ASSOCIATION and that AGENT may utilize a post card for such notification. The ASSOCIATION may also direct AGENT to deliver the notice in coordination with any other mailings including newsletters and meeting notices.

1.8 In accordance with the Florida Construction Lien Law and Florida Statute 713, AGENT shall facilitate the preparation, recording, and posting of a Notice of Commencement for any project which exceeds \$25,000.00 in total value and will require notarized Lien Waivers and/or Final Contractor's Affidavits from any vendor or contractor before releasing payment. AGENT shall charge a fee defined in Exhibit B incorporated herein for each such notice to the ASSOCIATION.

1.9 If the ASSOCIATION is a condominium association organized under chapter 718 Florida Statutes, AGENT shall remit to the Department of Business and Professional Regulations, Division of Condominiums, Timeshares and Mobile Homes, Bureau of Condominiums (hereinafter referred to as the

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“Bureau”), any fees imposed upon the ASSOCIATION by the Bureau. All such fees shall be paid directly to the Bureau by the ASSOCIATION.

1.10 AGENT shall establish and manage all bank accounts deemed necessary by the ASSOCIATION and will serve as the repository for all corporate resolutions and other records related thereto. AGENT shall at all times ensure that ASSOCIATION funds are held in banking institutions and depositories insured by the Federal Deposit Insurance Corporation (FDIC). AGENT shall not be liable for the loss of any such funds as a result of the insolvency of any such banking institution, regardless of whether any insurance money is ever collected.

1.11 All accounting services shall be performed by the accrual method of accounting and in accordance with Generally Accepted Accounting Principles (GAAP), as such terms are defined by the American Institute of Certified Public Accountants (AICPA). The ASSOCIATION shall provide to the AGENT an opening statement of balances and a copy of the most recent reconciled bank statement for all accounts owned by the ASSOCIATION as described in Exhibit C incorporated herein. If said statements are not available, ASSOCIATION hereby agrees that AGENT may charge a one-time fee of \$500.00. This fee will defray the costs of obtaining and creating the opening statement of balances carried forward as of the date of this Agreement, and for obtaining and reconciling the most recently available bank statements. If the ASSOCIATION does not have any of the required records, it shall, at AGENT’S discretion, either obtain said records or provide AGENT with the written authority to obtain said records on the ASSOCIATION’S behalf.

COLLECTIONS

2.0 AGENT shall facilitate the development of an **Administrative Policy** entitled the “Uniform Assessment Collection Policy.” This Collection Policy shall endeavor to comply with all provisions of the **Governing Documents**, together with compliance with State and Federal laws, and shall be based on a reasonable standard of fairness and equity among the **Owners**. Upon approval by the ASSOCIATION and a review of the Collection Policy by the ASSOCIATION, **Attorney of Record**, or other third-party collection agency or firm for the ASSOCIATION, AGENT shall implement the terms and provisions of the Collection Policy as prescribed. As provided for under the Collection Policy, the AGENT shall consolidate its data with that of any third-party collection agency or law firm to provide the ASSOCIATION with a comprehensive monthly report detailing all collection activities which occurred during the previous monthly period.

2.1 At a time required by the Collection Policy, AGENT shall assess interest, late fees, and/or other penalties to the **Owner** account statements as defined and required by the **Governing Documents** and the above Collection Policy for the ASSOCIATION and mail notices of such actions to the last known address of each delinquent **Owner**. AGENT shall charge a fee defined in Exhibit B incorporated herein for each such notice to the ASSOCIATION and post the same to the individual **Owner** account.

2.2 If at any time the ASSOCIATION, in its sole and unfettered discretion, elects to engage the services of any third-party entity to perform any or all of the services defined by sections 2.1 defined herein and for the imposition of any other collection remedy available to the ASSOCIATION, AGENT shall act as liaison between the subject third-party entity and ASSOCIATION, including the initial transfer of all required Owner data and collection information to said third-party, ongoing communication between

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the ASSOCIATION and the third-party, and coordination of periodic status reporting between the third-party and the ASSOCIATION. Immediately upon such transfer, AGENT shall cease any and all communication whatsoever with the subject Owner regarding any matter relating to the subject Owner account. AGENT shall charge a file transfer fee defined in Exhibit B incorporated herein for each such transfer to a third-party. ASSOCIATION hereby agrees that said file transfer fee shall be charged to the ASSOCIATION if no collection agreement exists between the AGENT and the chosen third-party collection agency or law firm. In all cases, the file transfer fee shall be levied against the subject Owner.

2.3 AGENT shall act as liaison between the ASSOCIATION and any **Owner** who has executed an approved re-payment stipulation for any outstanding delinquency. AGENT shall charge a fee defined in Exhibit B incorporated herein for each such payment stipulation to the ASSOCIATION and post the same to the individual **Owner** account.

2.4 AGENT shall charge a fee of twenty-five dollars (\$25.00) for each check or electronic transaction returned by ASSOCIATION'S bank for any reason, including insufficient funds or closed accounts, to offset the administrative costs of processing such check or electronic transaction.

REGISTERED AGENT

3.0 AGENT shall, at the discretion of the ASSOCIATION, serve as Registered Agent for ASSOCIATION as provided by the Secretary of State for the State of Florida. As the Registered Agent, AGENT is hereby authorized to receive summons, complaints, and other legal notices served upon the ASSOCIATION. AGENT shall forward the same to the **Attorney of Record** and the Board of Directors for the ASSOCIATION for the required answers and/or responses or other action without delay in order to ensure that the interests of the ASSOCIATION are protected.

3.1 AGENT shall, at such times required by the Florida Secretary of State Division of Corporations (hereinafter referred to as the "Division"), compile all necessary information and file a Uniform Business Report with the Division. The costs and fees associated with such report shall be paid directly to the Division by the ASSOCIATION. Additionally, AGENT shall, at times deemed necessary by the Board of Directors, file the necessary Division reports in order to notify the Division of Board member changes, registered agent changes, mailing address changes, officer changes, or any other change or update relative to information found on the Uniform Business Report.

COMMUNITY ASSOCIATION MANAGEMENT

4.0 AGENT shall prepare and distribute and/or post all official meeting notices, including Board meetings, special Board and/or membership meetings, and annual membership meetings as provided by the **Governing Documents** and as required by applicable Florida Statutes. AGENT shall be available to attend such meetings no more than twelve (12) times each year between the hours of 8:00am and 8:00pm Monday through Friday. AGENT shall charge an hourly fee defined in Exhibit B incorporated herein for attendance at all meetings beyond the aforementioned limits herein.

4.1 AGENT shall transcribe and type the minutes of all meetings at which AGENT is in attendance. ASSOCIATION hereby agrees to supply an audible tape recording of any meetings which

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AGENT is not in attendance. AGENT shall transcribe such tape recordings into typewritten format and permanently destroy the original media within fourteen (14) days of the meeting date.

4.2 AGENT shall designate one (1) part time manager whose working hours will be between 8:00am and 5:00pm Monday through Friday, at AGENT'S expense, to manage the affairs of the ASSOCIATION. Emergency situations outside of these time periods will be handled according to Exhibit B incorporated. This manager shall serve as the primary liaison between ASSOCIATION and AGENT.

4.3 AGENT shall endeavor to make no less than one (2) physical site inspections each month of the common property and units located within the ASSOCIATION. AGENT'S failure to perform any said site inspection set forth in this section shall not be considered a default under this Agreement. AGENT shall maintain and continually update a monthly report which tracks action items, special projects, covenant enforcement matters, and/or other pending matters which define the task, the responsible party, and most recent status.

4.4 AGENT shall ensure that all ASSOCIATION insurance policies are maintained in full force and effect at all times. These policies shall include Property and Casualty, Directors and Officers, Commercial General Liability, Crime and Fidelity, or other such coverage required by the **Governing Documents** or Florida Statutes. AGENT shall assist in the procurement of quotes, where appropriate, and submit the same for approval by the ASSOCIATION before the expiration and/or cancellation of any current insurance policies. All costs arising out the purchase of ASSOCIATION insurance policies shall be that of the ASSOCIATION.

4.5 AGENT shall assist in the filing of monetary insurance property claims with the appropriate insurance carrier(s) for losses or damages to the common property of the ASSOCIATION, including procuring repair or reconstruction estimates and serving as liaison between ASSOCIATION and all relevant parties including insurance carrier adjustors, public adjustors, contractors, law firms or attorneys, government officials, and other parties. AGENT shall charge a percentage-based fee or negotiated rate for each such claim to the ASSOCIATION. In no event shall such AGENT assistance be construed as legal advice or opinion or as a replacement or substitute for competent legal counsel.

4.6 AGENT shall assist in the filing or defense of all non-monetary claims including claims, whether such claims are covered by Directors and Officers and General Liability policies or otherwise. AGENT shall charge an hourly fee defined in Exhibit B incorporated herein for each such claim to the ASSOCIATION. In no event shall such AGENT assistance be construed as legal advice or opinion or as a replacement for competent legal counsel.

4.7 AGENT shall facilitate the development and submittal to the ASSOCIATION for approval an **Administrative Policy** entitled the **Uniform Covenant Enforcement Policy** (the "Covenant Policy") which shall endeavor to comply with the provisions of the **Governing Documents** and State and Federal laws and be based on a reasonable standard of fairness and equity among the **Owners**. Upon approval by the ASSOCIATION, AGENT shall execute the terms and provisions of the Covenant Policy and provide the ASSOCIATION with a comprehensive monthly report detailing all enforcement activities occurring during the previous month. Said Covenant Policy shall require AGENT to mail no more than three (3) notices to any subject **Owner** deemed to be causing or permitting to exist an infraction of the **Governing Documents**. It is expressly understood by both parties that any actions, including the filing of any suits

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or the preparation and issuance of any notices, taken during the execution of the Covenant Policy of the ASSOCIATION are performed on behalf of the ASSOCIATION and not in the name of the AGENT.

4.8 At a time deemed appropriate either by Board direction or as required by the terms of the Covenant Policy, AGENT shall forward all necessary infraction and member information to the **Attorney of Record** for ASSOCIATION for legal action, including but not limited to, the filing of a lawsuit in a court of competent jurisdiction. AGENT will act as liaison for all correspondence between the **Attorney of Record** and ASSOCIATION.

4.9 If the ASSOCIATION has duly appointed a Committee of Owners to consider the imposition of punitive fines to Owners for infractions of the **Governing Documents** in accordance with Chapter 720 Florida Statutes, the AGENT shall (1) notify the subject Owner in writing of any hearings and/or fines levied, (2) provide to the Committee, on a frequency no more often than monthly, the necessary information in order for the Committee to render a decision regarding the imposition of punitive fines, and (3) post all fines to the account of subject Owners.

4.10 AGENT shall receive and process, in accordance with reasonable policies or protocols set forth by the Architectural Review Committee, the Board of Directors or any other authorized Committee (hereinafter referred to as "Architectural Committee") all applications for architectural modification submitted by Owners. AGENT shall (1) inspect all applications for compliance with any advance content or data requirements set forth by the Architectural Committee, (2) notify each Owner, in writing and within thirty (30) days, of the Architectural Committee's decision relative to the subject application, (3) store all relevant content and data regarding the application among the official records of the ASSOCIATION.

4.11 AGENT shall oversee the performance of all third-party vendor contracts to which the ASSOCIATION is a party, maintain copies of all current and expired and/or terminated contracts, and maintain a schedule of expiration of such contracts at all times. ASSOCIATION hereby recognizes that the AGENT will utilize industry best practices, the experience of its employees, feedback from Owners and the Board of Directors, maintenance schedules, visual inspections, and other common and ordinary strategies to subjectively measure the performance of all vendors and contractors. ASSOCIATION hereby acknowledges that AGENT does not possess expertise relative to the technical elements of any such contract, the performance of which would require licensing of any type or by any governmental agency under applicable Florida Statutes.

4.12 AGENT shall assist the Board of Directors with the preparation of uniform scopes of work or services relative to any ASSOCIATION vendor contract and utilize such scope for bidding purposes. AGENT shall at all times maintain an arms-length relationship with such vendors offering products or services to the ASSOCIATION. AGENT shall oversee, unless otherwise directed by the Board of Directors, the solicitation of proposals for all ASSOCIATION contracts and shall submit all proposals received to the Board of Directors for consideration and discussion. AGENT shall not charge a fee for the oversight of any ordinary ongoing contracts of the ASSOCIATION. However, AGENT shall charge a reasonable fee negotiated and agreed upon between the AGENT and the ASSOCIATION described in Exhibit B incorporated herein, for the oversight and/or supervision of any special or unusual projects, including any capital improvements, major maintenance, common element replacements, or major renovation projects totaling over \$5,000.

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4.13 If directed by the ASSOCIATION, AGENT shall recommend to the Board an **Administrative Policy** entitled the **Uniform Association Investment Policy** (the "Investment Policy") which, once duly approved by written resolution of the ASSOCIATION, shall govern the purchase, management, and accounting of investment vehicles for ASSOCIATION funds. Said Investment Policy shall endeavor to ensure the safety and liquidity of such funds as its primary principle, rather than the total yield.

COMMUNICATION

5.0 AGENT shall maintain a roster of all **Owners** as defined by the **Governing Documents**. Said roster shall include the physical address, mailing address, lot number, and telephone and e-mail addresses if so provided by the **Owners**. ASSOCIATION hereby understands and agrees that the Owner name shall be that of the record title owner as reflected in the public records of the County in which the ASSOCIATION is located and said name information shall not be changed in the records of the AGENT without such information also being changed in the public records.

5.1 AGENT shall serve as custodian for all of the official records of the ASSOCIATION including minutes, contracts to which the ASSOCIATION was or is a party, insurance policies, correspondence, financial records and any other records which the ASSOCIATION is required to maintain pursuant to Florida Statutes and the **Governing Documents**. AGENT shall serve as the repository for all such records up until the time that the statutory obligation to maintain such records expires. In the event that the ASSOCIATION determines that it desires to maintain such records beyond any legal or statutory limits, AGENT shall arrange for the proper packaging and storage of such records in a location of AGENT'S choice.

5.2 AGENT shall facilitate the creation, posting, and routine management of a community-specific internet website dedicated exclusively to the ASSOCIATION. Such website shall include password protected sections that offer **Owner** access to online viewing of **Owner** accounts balances. Other options include the ability to pay assessments online or set up recurring payments, register complaints, submit service requests, and to download necessary forms and applications. All costs incurred out of the creation, routine maintenance, and updating of the website will be that of the AGENT. The content of such website shall be at the discretion of the ASSOCIATION, except that any proprietary, intellectual property or information of the AGENT may be blocked by the AGENT at its sole and unfettered discretion.

5.3 AGENT shall maintain in working order a voice messaging system, an electronic mail delivery system, and an online venue for any communication services. AGENT shall endeavor at all times to respond within one (1) business day to any communication directed to it by **Owners** or the ASSOCIATION representative. AGENT'S failure to respond within the time set forth in this section shall not be considered a default under this Agreement. AGENT shall further maintain in proper working order an after-business-hours messaging system for use in contacting AGENT for bona-fide emergency matters which relate to the affairs of the ASSOCIATION. Real or perceived threats to the health safety, and welfare of the Owners and/or the Common Property shall first be directed to municipal public safety service such as 911.

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CLOSINGS

6.0 Upon request or notification by a closing agent or attorney, and after any required ASSOCIATION approvals, AGENT shall prepare an estoppel certificate reflecting any and all **Owner** account balances, and any other information required by Chapter 718 Florida Statutes, which are to be collected at closing of the property. These shall include those balances arising from regular and special assessments, late fees, legal fees, penalties, transfer fees and certificate fees arising out of this Agreement, or other charges. Said certificate shall also include the amount of any regular or special assessments currently in place and, if the ASSOCIATION so desires, a provision which directs the prospective purchaser to ASSOCIATION informational resources. AGENT shall fulfill the terms of this clause using the method of its choice including service entities unrelated or related to AGENT. All fees related to the production of said certificate shall be paid by the requestor. AGENT shall charge a Transfer Fee for each successful closing, to be paid at closing, notice of which shall be included in the aforementioned estoppel certificate, to defray the costs associated with the transfer of all data in the Owner roster and among the official records of the ASSOCIATION.

6.1 Once the property has been conveyed and the closing agent or attorney has remitted the appropriate instrument of title ownership, or a legible copy thereof, along with any dollar amounts due, AGENT shall deposit all sums collected to the individual **Owner's** account. AGENT shall then update said account with the accurate ownership information exactly as reflected on the instrument of title ownership.

6.2 AGENT shall forward to the updated **Owner** a **New Owner Information Package** containing any information or documents that the ASSOCIATION desires, including payment instruments as set forth in section 1.1 herein. The costs for reproduction and added postage for any such additional materials included shall be that of the ASSOCIATION.

6.3 If the **Governing Documents** provide that prospective purchasers or lessees must be approved by the ASSOCIATION prior to the completion of such conveyance or lease, AGENT, upon reasonable request, shall provide all appropriate notices and applications to such prospective purchasers and lessees. AGENT shall also receive completed applications and forward same to the ASSOCIATION for review and approval. AGENT shall, at ASSOCIATION'S cost, administer any screening services of prospective purchasers or lessees, including criminal record searches and credit reports. In addition to any associated costs for such screening, AGENT shall charge a fee defined in Exhibit B incorporated herein for each such application to the ASSOCIATION

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EXHIBIT B

Item	Cost	Billed To	Frequency	Notes
Management				
Base Management Fee	\$1,000.00	Association	Monthly	
Management outside of scope (Exhibit A)	\$150.00/Hr	Association	Monthly	
Administrative				
Complete letter processing	.90/ea	Association	Monthly	Includes 2 enclosures/postage/label
Postage	Actual Cost	Association	Monthly	
Certified Mail	\$3.00/ea	Association	Monthly	plus actual postage cost
Photocopies/fax (no color)	.25/ea	Association	Monthly	
Photocopies/fax (color)	.40/ea	Association	Monthly	
Records Storage/Shredding	\$3.00 per box	Association	Monthly	standard bankers box
1099 Preparation and Mailing	\$25/ea	Association	Annually	
Capital Improvement Oversight	5% of Project	Association	Per Occurrence	
Collections				
Late Letter	\$10.00	Unit Owner	Per Occurrence	
Third party referral fee	\$250.00	Unit Owner	Per Occurrence	
Notice of Late Assessment Letter (NOLA)	\$40.00	Association	Per Occurrence	
NSF Charge	\$25.00	Unit Owner	Per Occurrence	
Closings/Resales				
Sufficient Funds Affidavit	\$90.00	Unit Owner	Per Occurrence	
Estoppel certificate	\$299.00	Unit Owner	Per Occurrence	Per FS 718 & 720
Transfer Fee	\$150.00	Unit Owner	Per Occurrence	Billed at closing
<i>* Nothing billed to an owner and deemed uncollectible by the agent will become the responsibility of the Association</i>				

EXHIBIT C

Items the Association will provide to the Agent

- All prior years accounting records/collection records
- All owner records including ARB/Violation correspondence and forms
- All audited and unaudited current financial statements, books and records of the Associations
- All book statements for all accounts of the Association
- Copies of all contracts and/or agreements to which the Association is a party
- Copies of all minutes, resolutions and other official actions of the Association
- Copies of recorded CC&Rs, Articles of Incorporation, By-Laws, Policies, Community, Rules, Amendments, plats (including addresses) and other governing documents
- Surveys, plans and specifications and all permits and approvals with respect to the Association Property or information as to where such can be viewed

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