

**ASSOCIATION SOLUTIONS PROVIDERS, LLC
MANAGEMENT AGREEMENT**

THIS AGREEMENT made and entered into on the date last appearing in the body of this agreement, by and between **The Tarpon Cove Community Association and DB Community Resources, Inc.**, (DBCR) with reference to the following facts:

WHEREAS the Association is the contracting body with: DB Community Resources Inc., located in Bonita Springs, Florida.

The Board of Directors of the Association (the "Board) wishes to have DBCR, act as the Manager for the Association.

IT IS THEREFORE AGREED AS FOLLOWS:

1. **EXCLUSIVE MANAGER.** The Association hereby retains and appoints DBCR, as Manager, and DBCR, hereby accepts such retainer and appointment, on the terms and conditions set forth below, as exclusive manager for the Association.
2. **TERM.** The term of this Agreement shall be 12 months commencing February 1, 2022, and continuing until January 31, 2023, and will automatically renew unless notified in writing 30 days in advance of the contract expiration. Upon renewal all provisions of the contract will remain unchanged unless agreed upon in writing by both parties.
3. **MANAGER'S DUTIES.** DBCR shall perform the following services when needed and as often as reasonably required to accomplish the purposes of this Agreement:
 - a. **Cooperation.** DBCR accepts that its purpose and function is to assist the Board in the operation and administration of the Association. It is understood and agreed that the Manager shall confer fully and freely with the Board in the performance of the services set forth herein, including but not limited to attendance at Board meetings.
 - b. **Member Accounting & Collections.** Provided by 3rd party.
 - c. **Care of Assets.** DBCR will take all reasonable action to protect, maintain, repair, and replace the assets of the Association to the same extent that the Association is required to do, as provided by Statute and Declaration. DBCR will provide oversight and work in cooperation with the contracted vendors providing service to the community.
 - d. **Purchase Services and Supplies.** DBCR will purchase, on behalf of the Association, services, equipment, supplies and materials as may be necessary or desirable for the day-to-day operation of Association. It is understood and agreed that DBCR will, confer with the Board regarding such expenditures. (Section 5. Limitations on Expenditures)
 - e. **Payment of Bills and Costs.** DBCR will check for accuracy all bills or invoices received by the Association for services, work and supplies in connection with maintaining and operating the Association.
 - f. **Insurance.** DBCR, will facilitate all required insurance to be carried and maintained in full force and effect; maintain appropriate permanent file of all insurance coverage carried by the Association; and assist the Association through its insurance brokers in

making appropriate adjustments with the insurance companies and causing all said insurance proceeds to be promptly paid when due.

- g. Notices, Meetings. DBCR will prepare and send all letters, reports and notices as may be reasonably requested by the Board. Additionally, attend Board of Director meetings scheduled during normal business hours or as maybe required and as necessary for emergency situations. Provide notice, emailing, and mailing and attend annual membership meetings, elections, collect and record ballot and election information. In addition, DBCR will attend any other official meetings as needed.
- h. Owners' Roster. Maintain a current owners' roster and all records of membership status and cooperative equity assignments.
- J. Financial Records and Reports. A third-party accounting firm will issue estoppel letters regarding a member's account to members, their mortgagees and lienors.
- K. Annual Reports. In keeping with Florida State Statutes, a complete financial report of actual receipts and expenditures of the Association for the previous fiscal year will be prepared by the accounting firm.
- k. Budget. Prepare along with the Accounting Firm and propose a recommended budget for each fiscal year, illustrating anticipated income and expenses of the Association for the year and each owner's share. The proposed budget shall be submitted to the Board for consideration at least 60 days prior to the beginning of the fiscal/calendar year and shall be mailed to all owners of units at least 14 days prior to the approval meeting of the Board. The proposed budget shall fully comply with all applicable laws, including without limitation the inclusion of provisions for reserves for capital expenditures and deferred maintenance.
- l. Tax Returns. The Association Accountant will contract for the Association preparation & filing of all required tax returns as directed by the Board, at the associations' expense.
- n. Official Books and Records. DBCR shall be responsible for the keeping of the official books and records of the Association, as defined by Florida law, and make such records available through written request, for inspection and photocopying by unit owners or their authorized representative, as required by law.
- o. Compliance with Laws, Covenants and Rules. Take such action as may be necessary to assist the Association in causing the Association, and Members to comply with all laws, statutes, ordinances, and rules of all appropriate governmental authorities having jurisdiction, and with the Declaration and the Articles of Incorporation and Bylaws of the Association. DBCR may, with the consent of the Board of Directors or President of the Association, or their designee, confer with the Association's legal counsel for these purposes.
- p. General. DBCR may do all things deemed reasonably necessary or desirable by the Association to attend to the proper operation, management and maintenance of the Association Property, as required by statute or by the Declaration, the Articles of Incorporation and Bylaws of the Association, applicable rules and regulations, this

Agreement, and all other agreements, declarations, documents and instruments affecting the Association Property or the Unit Owners, except those things which may not be so delegated under the above documents and the law.

4. **LIMITATIONS ON EXPENDITURES.** It is understood and agreed that DBCR will, if reasonably possible, confer with the Board regarding every such expenditure. Except for the payment of insurance premiums or utility bills, and as specifically authorized in any approved operating budget or plan of operation approved by the Board, for anyone items of repair or replacement, the expenditure incurred shall not exceed the sum of \$500.00 unless specifically authorized by the Board; provided however that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Association or for the safety of Unit Owners, or required to avoid the suspension of any necessary services to the Association, may be made by DBCR irrespective of the cost limitation imposed by this Paragraph.

6. **RESPONSIBILITIES OF ASSOCIATION.** In order for DBCR to effectively perform their duties, the Association must assume the following responsibilities:
 - a. Maintain a fully constituted Board.
 - b. Appoint one Officer or Director from community association(s) to interface with DBCR on Association business and to improve communication efficiency.
 - c. Initially supply DBCR with an accurate owners' roster.
 - d. Provide DBCR with a current set of the Association's governing documents.
 - e. Neither interfere, nor permit or cause any of the Officers, Directors, or Unit Owners to interfere with DBCR in the performance of its duties or the legitimate exercise of any of its powers hereunder.
 - f. Assist DBCR as requested in making decisions or in guiding it in the performance of its duties under this Agreement.

7. **AUTHORITY.** The function of the Association is to maintain and protect the assets of the Associations listed at the beginning of this document; and DBCR agrees, notwithstanding the authority given to DBCR in this Agreement, to confer fully and freely with the Board in the performance of its duties as set forth herein. DBCR responsibility will be the implementation of policy decisions and directives of the Board in accordance with Florida Law. However, the Board will not unreasonably interfere with DBCR performance of responsibilities by dealing directly with those persons or organizations performing services under the supervision of DBCR.

8. **RELATIONSHIP OF PARTIES**
 - a. **Agency.** All actions by DBCR with respect to management and maintenance under this Agreement shall be as agent for the Association, and all obligations or expenses incurred in the performance of DBCR's duties and obligations shall be for the account of, on behalf of, and at the expense of the Association.
 - b. **Independent Contractor.** DBCR, its employees and agents, shall be deemed to be independent contractors and not employees of the Association.

9. **EXCULPATION, BOND, INSURANCE.**

- a. DBCR shall not be liable to the Association or its members for any loss or damage unless caused by their own gross negligence or willful misconduct. Association and its members do hereby, indemnify, and save harmless DBCR from any liability for damages, costs and expenses arising from injury to any persons or property in, about and in conjunction with the Association, owner units, from any cause whatsoever, unless such injury shall be caused by their own gross negligence or willful misconduct, or that of its employees.
- b. The Association shall insure itself against liability arising from negligent acts by DBCR or its agents or employees. While DBCR is acting on behalf of the Association, it is understood and agreed that the public liability insurance carried and maintained by the Association shall be extended to and shall cover DBCR, its agents and employees, as well as the Association, at the Associations expense.

10. **FEES AND COSTS.**

- a. Management Fee. As a fee for its services under this Agreement, DBCR, shall be paid a total of \$88,000 annually, paid in advance on equal monthly installments.
- b. Separate Cost Items. The Association will pay separately for the following services or costs:
 - (1) Postage and Printing: All postage and printing costs for individual assessment statements and delinquent notices, notices to the members, will be paid by the Association.
 - (2) Duplication Costs: Costs of duplicating governing documents for unit owners and any reports, forms, letters, correspondence etc.
 - (3) Preparation and Mailing Costs: Preparation and mailing costs for notices, letters, etc, to be mailed to members will be at the Association's expense.
 - (4) Materials, Supplies and Services: The Association will reimburse for all costs expended by DBCR for materials and supplies, utilized to benefit the Association. Storage of "Association Documents" (if needed) will be in a safe and control environment.

11. **TERMINATION.**

- 1. By Either Party. This Agreement may be terminated, at any time, with or without cause, by either party's giving the other written notice, thirty (30) days in advance, of the termination.
- 2. Procedure. In the event of termination DBCR shall cooperate fully with the Board and any new management firm employed by the Association in causing an orderly transition and shall turn over all records and property of the Association to the new firm, if any, at the direction of the Board.

12. **SEVERABILITY.** In the event that any portion of this Agreement is held to be illegal, void, or otherwise inoperative by a court of law or other tribunal having jurisdiction, that portion shall be severed from this Agreement, and the remaining portions of the Agreement shall remain in full force and effect.

13. **APPLICABLE LAW, VENUE. AND ATTORNEYS' FEES.** This Agreement shall be

construed under the laws of the State of Florida. In the event there is a suit brought here on, such suit shall be filed in Collier County, Florida, the prevailing party in such action shall be entitled to attorneys' fees.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

FOR THE ASSOCIATION:

Tarpon Cove Community Association

By:  _____

Name: Perry DeSiato

Title: President

FOR DB Community Resources Inc.,

By:  _____

Name: David Blouir

Title: President