

MANAGEMENT AGREEMENT FULL SERVICE

This agreement is made and entered into this 1st day of February, 2024 ("Effective Date") between Sandpiper Towers Condominiums Association, Inc. (the "Association"), not individually but on behalf of the Association and Advanced Property Management of Central Florida, Inc., (the Agent).

RECITALS

Under the provisions of the Association documents, the owners delegate the authority to manage the Association to the Board of Directors of this not-for-profit corporation organized by the owners, and the Board, on behalf of the owners' desires to employ the Agent to manage the Association in accordance with this Agreement including Schedule 3.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants and conditions herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above Recitals and all schedules and exhibits attached hereto are incorporated herein by this reference.
2. Term.

2.1 The Board Hires Agent exclusively to manage the Association for a period of 1 year beginning February 1, 2024 (the "Initial Term"). The Board may not terminate this agreement within the first 12 months, but may provide to the Agent any failure of the Agent not fulfilling its duties and obligations under this contract and allow the Agent 30 days to fix or comply the issue before issuing a 30-day notice of termination otherwise the Association must pay the value of the remaining contract term of the first initial year.

After the first initial year either party may terminate this agreement with or without cause by notifying the other in writing that it elects to terminate this Agreement and in such event this Agreement shall terminate thirty (30) days after date of the notice, otherwise, this Agreement shall be automatically renewed for successive one (1) year periods under all the same terms and conditions ("Extended Term").

3. Services. Agent shall provide to the Association the services identified on Schedule 3 attached hereto (the "Services"). All direction to Agent shall be by a designated representative of the Board of Directors for the Association. Agent shall have no duties or obligations to the members of the Association and Agents sole and absolute obligations shall be set forth in this Agreement. If at any time the Association fails to pay the amounts due hereunder, Agent may cease performing or providing any services until all amounts owed are paid in full. The Agent shall assist in the enforcement of all legal documents and provide assistance in amending the documents; however, Agent shall not provide any legal advice or representation to the Association and if requested shall assist the Association in obtaining legal representation as determined to be necessary by the Association. Agent shall further provide ministerial assistance in amending the documents such as and limited to mailing of notices and proposed amendments, collecting votes related to such amendments and communicating with the Association's attorney in this regard.; Agent shall not provide any legal advice or representation to the Association and if requested shall assist the Association in obtaining legal representation as determined to be necessary by the Association.
4. Accounts/Collection. All monies collected by the Agent on behalf of the Association shall be deposited in a custodial account in the State or National bank stipulated by the Association where deposits are insured by the FDIC, separate and apart from Agents own funds.
5. Insurance/Bonding. The Agent shall retain a \$1,000,000.00 liability insurance policy for the company and its representatives for the duration of this contract. An Insurance Fidelity Bond shall be carried by the Agent of no less than \$250,000 to protect the Association and Association funds.
6. Documents/Legal Representation. The Agent shall assist in the enforcement of all legal documents and provide assistance in amending the documents; however, Agent shall not provide any legal advice or representation to the Association and if requested shall assist the Association in obtaining legal representation as determined to be necessary by the Association.
7. Expenses/Costs. In discharging its responsibilities under this Agreement, the Agent shall not make any expenditure nor incur any non-recurring contractual obligation exceeding \$1000.00 without the prior consent of the Association. It is understood that the following expenses are not included within the services or included in Management Fees: Photocopies: \$.25 per page (does not include color copies); envelopes, Postage with 10% surcharge; long distance telephone, telex and other communication exact

cost per bill submitted; materials and supplies which become the property of the Association - exact cost per bill submitted. All costs or expenses incurred by the Agent shall be reimbursed to Agent within 15 days of receipt of written request from Agent along with all receipts or documentation evidence such costs or expenses.

8 **Storage of Records:** Agent shall not be responsible for maintaining or storing any electronic communications between the Agent (including its employees) and any board member or representative of the Association. All such electronic communication of Agent shall be deemed the property of Agent and shall not be deemed Association property. Further Agent shall not be responsible for storing, maintaining or keeping any documents or records of the Association after termination of this agreement and may, subject to any and limited by any state and/ or federal law, rule, regulation and/or statute destroy copies of all governing documents of the association and/ or communications with the Association and/or its members. Upon termination of this agreement, originals of any documents governing the Association which has been delivered to Agent shall be returned to the Association. It is the Association's responsibility to insure protecting, storage and management of all communications between it and its members, all documents related to the management and control of the Association and/or deed restrictions governing the Association.

9 **Non-Exclusivity.** Agent may engage in similar management duties under contract with other associations and property owners. Agent shall devote such time to the business of the Association as may be necessary to cause the orderly operation thereof, consistent with sound business practice and professional standards and with due consideration to the compensation paid hereunder and in accordance with the Services agreed to be provided by Agent.

10 **Independent Contractor.** All acts performed by the Agent pursuant to the provisions of the agreement shall be performed as Agent on behalf of and at the expense of the Association as an independent Contractor.

11 **Building/Improvements.** The Agent shall have no authority to make any structural changes or make any other major alterations or additions in or to any building.

12 **Board Responsibilities.** The Association shall designate a single individual or individuals from the Board of Directors for the Association who shall be authorized to deal with the Agent on any matter relating to the management of the Association. The Agent is directed not to accept directions or instruction about the management of the Association from anyone else. In the absence of the Board

designee or designees, the President shall appoint an alternative designee to deal with the Agent. The Agent can rely upon any directions or authorizations given by the Board representative and is not required to make an independent determination as to the validity of any direction or authorization given by such representative to the Agent unless Agent has actual knowledge that such direction or authorization has been specifically rejected by or disapproved by the Board of Directors for the Association. All directions, orders or requests to Agent shall be in writing. Agent shall not be obligated to take any action based upon an alleged verbal request or directive.

13 Compensation.

13.1(This is with 1 monthly inspection) If the Association has elected to retain Agents services for a Term under Section 2.1, then the Association shall pay the Agent a management fee of 28,800.00 annually ("Management Fee") which shall be paid in equal monthly installments of (\$2,400.00). The management fee shall be paid monthly in advance becoming due on the execution hereof and becoming due on the first day of each month thereafter. No further charge shall be made by the Agent for its services pursuant to this agreement except as otherwise expressly provided in this agreement. Either party may terminate this contract with a 30-day written notice.

13.1 (Maintenance) this is billed at \$45 per hour if ever needed and requested by the Board, we have workers' compensation and \$2million Liability with a \$1million per occurrence. Our staff is well versed and professional at all times.

13.2 Administrative staff and Janitorial are billed at \$31.00 per hour (if applicable).

13.3 APM uses a payroll company for all of the employees which offers automatic deposit, payroll is twice per month. Full time employees get 6 major holidays off paid and 1 week of PTO every 6 months. Company shirts are provided to all maintenance and janitorial staff.

13.4 CAM Support: Under this contract we have allocated 7 hours per month for CAM support which includes the inspections, quarterly meetings, emails and phone calls. Any additional hours for Cam Support will be billed extra accordingly.

13.2 All amounts due hereunder shall be due without set-off or credit for any amount allegedly due from Agent to the Association and shall be paid within five (5) days of the date they become due. If "services" are invoiced, then such invoice shall be paid within 15 days of

the day of receipt. All amounts due hereunder shall accrue interest at the rate of 18% per annum from the date they become due until paid in full.

14. Limitation on Liability.

14.1 The Agent shall not be responsible for Association compliance or any Association equipment compliance with the requirements of any ordinances, laws, rules or regulations including those relating to the disposal of solid, liquid and gaseous wastes) of the Local, State or Federal government or for any public authority or official thereof having jurisdiction over it, except to notify the Association promptly of, or forward to the Association promptly, any complaints warnings, notices, or summons received by it relating to such matters. The Association represent that to the best of its knowledge the Association complies with all such requirements and authorize the Agent to disclose the ownership of the Association to any such officials and agree to indemnify and hold harmless to the Agent, its representatives and employees, of and from all loss, cost, expense and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation of alleged violation of such laws, ordinances, rules or regulations by the Association.

14.2 Agent's sole and absolute liability under this Agreement to the Association in the event of a default by Agent shall be limited to any amount paid to Agent hereunder for the exact service rendered (if invoiced) or the last six-monthly payments made by the Association to Agent hereunder, whichever is less. In no event shall Agent be liable for incidental, consequential or special damages to the Association and it is agreed that the members of the Association are not a third-party beneficiary to this Agreement and Agent shall have no liability whatsoever to any give member or the Association or any given member or members of the Board.

15. Indemnification. The Association shall indemnify, defend and hold Agent harmless from and against all claims, causes of action, damages, losses, costs, expenses and reasonable attorney fees and suits arising from or in any way related to Agent's reliance upon or taking action upon any directive, request or order of the Association, or arising from the negligence or intentional acts of the Association, the Board of Directors or its members. The Agent shall indemnify and hold harmless the Association from and against any claims, causes of action, losses, damages, suits, including reasonable attorney fees and costs arising from or related to the gross negligence or intentional

misconduct of Agent. Such indemnification obligations under this Section shall be limited by the limitation of liability of Agent as set forth under Section 13.2.

16. **Entire Agreement/Waiver.** This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto which are merged herein. This Agreement may not be varied or modified except by written agreement signed by both Agent and the Association. The parties hereto waive the right to assert or claim in any action or proceeding that they were induced to enter into this Agreement by any promise, fact, occurrence, representation, warranty (collectively referred to as ("Representations")) or other matter which is not expressly set forth in this Agreement or any schedule attached hereto, and all such Representations, if any, are merged herein.

17. **Attorney Fees.** In the event either party retains the services of any attorney for any action based upon or relating to this Agreement, whether or not an action or lawsuit is filed, the prevailing party in any litigation, arbitration proceeding, or other action shall be awarded all of its or their costs and expenses including, but not limited to, reasonable attorney fees. This provision shall apply to such expenses incurred at the trial and all appellate levels, without respect to who is the initiating party and shall apply to an action for declaratory relief if the party instituting it asserts specific contentions concerning the Agreement which is ruled upon by the court. Such reasonable attorney's fees shall include, but not be limited to, fees for attorneys, paralegals, legal assistants and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative receivership, or other proceedings affecting creditors' rights and involving a claim under this Agreement, even if such proceedings arise before or after entry of a final judgment.

18. **Law/Exclusive Venue.** The Agreement shall be construed in accordance with and governed by the laws of the State of Florida, and the exclusive venue for all actions arising out of or based on this Agreement (including any action for declaratory relief) shall be in Brevard County, Florida.

19. **Binding Effect.** The rights and obligations of the parties under this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, estate, representatives, successors and assigns of the parties hereto.

20. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted under this Contract (collectively a "Notice") shall be (a) in writing (or telefax) and (b) addressed by the sender to the other party at address or number and in the manner set forth below:

If to the Agent:	If to Association:
1978 Rockledge Blvd. Suite 106	_____
Rockledge, Florida 32955	_____

Fax No.: <u>321-636-4891</u>	Fax No. _____

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by facsimile (on the condition that the sending party has confirmation of a transmission receipt of the notice), courier service, or, (ii) on the third (3rd) day after the notice is postmarked for mailing by first-class, postage prepaid, certified, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

21. **Acknowledgment of Representation.** Each of the parties hereto acknowledges that Fallace & Larkin, L.C. and David G. Larkin and his professional employees are representing the interests of the Agent only in connection with the preparation and consummation of this Management Agreement.

22. **Non-Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or warranties hereof shall not be deemed a waiver of such terms, covenants, or warranties, nor shall any waiver, relinquishment of any right hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time.

23. **Time.** For all purposes of this Agreement time is of essence.

24. **Construction of Agreement.** This Agreement has been prepared by the attorneys for Agent solely as a convenience and the parties have read and negotiated all the language used in this Agreement. The parties acknowledge and agree that because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which

construes any language, whether ambiguous, unclear, or otherwise, in favor of, or against any party by reason of that party's role in drafting this Agreement.

25. Counterparts/Facsimile Copies. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signature hereon shall be considered for all purposes as originals.
26. Further Assurance. The parties hereto shall execute any and all further assurances, documents, or writings reasonably requested by the other party to carry out the terms and provisions of this Agreement and any of the Agreement Documents.
27. Waiver of Jury Trial. The parties hereto, knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement, and any other agreements executed or contemplated to be executed in connection herewith, or any course of conduct, course of dealings, statements (whether verbal or written) or actions of any party (including, without limitation, any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or void able); this waiver being a material inducement for Agent to enter into this Agreement with the Association.
28. Waiver of Inducements. The Agent and the Association hereby willingly, knowingly, and expressly, waive any right to claim, assert or allege in any action or proceeding that neither were induced to enter into this Agreement by any promise, statement of fact, warranty, representation, inducement, occurrence, promise, or condition (hereinafter collectively referred to as "Representations") by the other which is not expressly set forth in this Agreement and all such Representations are merged herein.

IN WITNESS WHEREOF the Association and the Agent have executed this Agreement on the day and year indicated below each signature with the Effective Date of this Agreement being the date first indicated above.

AGENT:


ADVANCED PROPERTY MANAGEMENT
OF CENTRAL FLORIDA, INC., a
Florida For-Profit Corporation

Van Moore

By: Van Moore, President

ASSOCIATION:

Sand Piper Towers Condominium Association of Brevard, Inc.

By: 
Scott Feighner (Feb 2, 2024 13:24 EST)

Title: President

Schedule 3

1. The Agent shall collect all monthly (using coupon book/lockbox system) or other assessments and other charges due to the Association for operation of the Association, provided that the Agent shall have no responsibility for collection of delinquent assessments or other charges except sending notices of delinquency with late fees. The Board shall be notified by the Agent on all delinquent accounts monthly. The Agent shall assist the Association attorney in collecting delinquent assessments by providing the attorney all records and correspondence to the attorney for completing the collection process.
2. The Agent shall maintain records showing all receipts and expenditures relating to the Association and shall promptly submit to the Board a cash receipts and disbursement statement for the specific line items, as set forth in the Association budget, for the preceding month and a statement indicating the balance in each account for the Association on or before the 20th day of the following month. The records shall be kept in sufficient detail to provide an audit trail for Association funds, equipment, supplies and services this will be performed by a degreed accountant.
3. The Agent shall prepare all bills on behalf of the Association from the established Association banking account. The Agent shall process bills to be paid according to the procedure agreed upon by the Agent and the Board of Directors.
4. The Agent shall prepare and submit to the Board sixty (60) days prior to the end of the fiscal year a recommended budget for the next calendar year.
5. The Agent shall provide a CAM Manager to be on site during the "monthly inspections" and familiarize themselves with the common areas, contractors, and all aspects of the successful functioning and proper maintenance of the common areas, buildings, and structures. A report will be provided to the Board addressing all issues concerning general maintenance and reserve items that need attention to ensure the Associations needs are met and proper budgeting is in place.

6. Within sixty (60) days after the end of the fiscal year, the Agent shall submit to the Board a summary of all receipts and expenditures for the preceding year, provided that his service shall not be construed to require the Agent to supply an audit. Any audit required by the Association shall be prepared at its expense by the accountants of its selection. The Agent shall furnish the necessary financial records to the accountant for preparation of the Associations tax returns.

7. Subject to the direction and at the expense of the Association, the Agent shall be responsible for overseeing maintenance personnel (including working with the board to determine and create a work schedule to be followed in an excel format included with initial set up) and other contractors as may be needed from time to time and shall cause the elements of the Association to be maintained according to acceptable standards of maintenance consistent with the character of the Association. *The Agent shall not be involved with any oversight or supervision of any projects that require an Engineer such as a Structural, Civil or Specialty Engineer or specialized contractor. The Agent can help by checking on the contractor to ensure they are cleaning up the work area and or confirming the progress of the project.*

8. The Agent shall ensure all inspections and testing of the fire suppression system, fire extinguishers and elevator inspections are performed annually to ensure compliance with governing agencies.

9. The Agent shall make 1 inspection of the common areas per month. Major problems will be reported to the Board. The agent shall take corrective action on minor problems, not to exceed \$1000 and will notify the board of the needed maintenance or repair.

10. Subject to the direction of the Board, the Agent shall negotiate and execute on behalf of the Association, contracts for liability insurance and other services and maintenance for the common elements of the Association as may be necessary or advisable with attorney review per the direction of the board.

11. The Agent shall maintain appropriate records of all insurance coverage carried by the Association. The Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Association including any damage or destruction to them.

12. The Agent shall pay from the funds of the Association all taxes, inspection fees and other governmental charges or obligations incurred by the Association with respect to the maintenance or operation of the Association or incurred by the Agent on behalf of the Association pursuant to the terms of the agreement.
13. Obtain, when practicable, three competitive bids for items of repair or replacement which exceed \$1500. Identical specifications will be furnished to all contractors submitting bids.
14. The Agent shall answer and fill out estoppel's forms for the closings when condominium units are sold or a transfer of title.
15. Receive and handle requests/complaints from owners and residents and follow up on all requests/complaints until situations are resolved to the best of the ability of the Agent. *Phone calls shall be returned in the following time frames: Emergency calls shall be returned within 30 minutes, Nonemergency calls shall be returned within 24 hours.*
16. The Agent will refer all special matters requiring attention to the Board designee, or if not available the President.
17. The Agent will advise on new procedures or techniques that could be of benefit to the Board or Association.
18. The Agent will act as Association liaison with the Community, attorneys, and other professionals, as required.
19. The Agent shall provide an emergency number (321-636-4889 x 7) to the Board and residents for emergency situations. These calls will be returned within 30 minutes.
20. Agent shall perform all duties as specified in the Florida Statutes, Homeowners' Associations, Chapter 718 and the Florida Not for Profit Act, Chapter 617, Florida Statutes.
21. Agent shall perform those duties set forth in the Declaration of Condominium, Articles of Incorporation and the By-Laws of the Association not specifically required to be performed by a member of the Board of Directors of the Association. (Copy provided by Association).

22. Agent shall operate and maintain the Association property in acceptable repair and condition according to plan of operation and budget approved by the Board of Directors, the Board approved Policy and Procedures Manual and the Board approved Associations Policy and Procedures Manual.
23. Agent shall solicit insurance for the Association as required by the Associations governing documents and all other insurance reasonably necessary to cover the risks to which the Association and the Agent in its activities, undertaken directly on the Associations behalf, are subject. Agent shall recommend modification and additional coverage when warranted. Agent shall file insurance claims.
24. In cases of emergency which require prompt action to avoid further loss, the Agent shall consult with the Association President if reasonably available; otherwise, the Agent shall take the minimum cost alternative that will promptly remedy the emergency situation.
25. Agent shall ensure in taking bids and issuing purchase orders that the interests of the Association are served, and the most cost-effective materials and services are ordered.
26. Agent shall maintain the Associations financial records in accordance with generally accepted accounting principles and prepare the Associations financial statements monthly. Agent shall provide the Board with financial (Budget vs. Actual) in (VMS) Village Management Systems format with annual projections no less frequently than bi-annually. These reports and tasks will be performed by a degreed accountant.
27. A representative of the Agent shall attend quarterly Board of Directors meetings and 1 Association Members meeting. The Agent will be responsible for creating meeting notices, the taking of minutes at meetings, typing and distribution of minutes as directed by the Board. The Minutes are usually emailed or provided to the Secretary within 10 days of the meeting date. Once emailed to the board the final copy shall be emailed to the agent to be posted in the minute's book and on the Association's Website.
28. The Agent shall organize the Annual Meeting in accordance with the provisions of Florida Statutes 718, The Administrative Code and Association Bylaws.
29. The Agent will advise the Board of any laws, rules and legal precedents that affect the Association.

30. The Agent shall provide free of charge the use of the APM website that will be monitored and updated by the board of directors. APM's webmaster will perform 2 updates per month at no cost and the website shall hold up to 2 years of information.