

## CONDOMINIUM AND HOMEOWNERS' ASSOCIATION MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 30 day of April, 2023 by and between the unit owners of Summer Creek HOA (the "Association"), which is established in accordance with the laws of the state of Florida, and Alachua Management Services, LLC (the "Agent").

### WITNESSETH:

WHEREAS, the Board of Directors of the Association (the "Board"), on behalf of the Association, desires to appoint Agent to manage the Property, and Agent accepts appointment to manage the Property.

THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of 8 months beginning on May 1, 2023 and ending on December 31, 2023 (the "Initial Term") and thereafter for periods of one (1) year unless this Agreement is terminated as provided in this Article or in Sections 11 or 12. Either party may terminate this Agreement at the end of the Initial Term or at the end of any renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or any renewal period.

### ARTICLE II SERVICES OF AGENT

Agent shall manage the Property during the term of this Agreement to the extent and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services:

**2.1 COLLECTION OF ASSESSMENTS** Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. However, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

**2.2 RECORDS OF INCOME AND EXPENDITURES / TAX RETURNS / STATE FILINGS** Agent shall maintain records of all income and expenses relating to the Property and shall submit to the Association on or before the 20<sup>th</sup> day of the following month if agreed in Section 2.11, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property. All corporate tax returns will be prepared by an independent certified public account or firm and in the office of Agent no later than 11<sup>th</sup> day of March of each year. The Association authorizes Agent to sign and file tax returns and corporate annual reports on behalf of the Association if the Association fails to make arrangements with Agent to do so before the final filing date. State Filing (UBR): Agent will prepare the Uniform Business Report required by the Division of Corporations of the state of Florida no later than the 10<sup>th</sup> day of April of each year. The Association authorizes Agent to sign and file the UBR if the Association fails to make arrangements with Agent to do so before the final filing date.

**2.3 PREPARATION OF ANNUAL BUDGET** Forty-five (45) days prior to the beginning of each fiscal year, which begins on January 1st, Agent shall prepare and submit to the Board a recommended annual budget for the next year showing anticipated income and expenses for such year.

**2.4 SUBMISSION OF ANNUAL REPORT / OTHER REPORTS** Within 60 days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of the Association's selection. The Agent shall provide or make available upon request of the Association standard accounting reports generated from the Agent's accounting software. Custom reports not readily available through Agent's software will be provided at a charge of \$95.00 per report, per request to the Association.

**2.5 MAINTENANCE OF COMMON ELEMENTS** Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property.

**2.6 EMPLOYMENT OF PERSONNEL** Agent shall hire, pay, supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property. Such personnel shall be employees of the Association and not of Agent.

**2.7 PAYMENT OF EMPLOYMENT TAXES** Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the federal insurance contributions act, the federal unemployment tax act, all applicable federal, state, and local income tax laws, and all other laws, regulation, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

**2.8 UTILITIES AND SERVICES CONTRACTS** Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

**2.9 PAYMENT OF EXPENSES** From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

**2.10 RECORDS OF INSURANCE** Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in Section 10.2. 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 Property, including any damage or destruction to them.

### ARTICLE III LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under Section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00 without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of Section 5. Notwithstanding these limitations, Agent may, on behalf of the Association, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property ("Emergency Repairs").

### ARTICLE IV AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property outside of those set forth in the governing documents. Such maintenance and repairs shall be the sole responsibility of the individual owners.

### ARTICLE V DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as follows:

**5.1 DEPOSIT OF COLLECTIONS** Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

**5.2 PAYMENT OF EXPENSES** Agent shall pay all expenses of operation and management of the Property from the Association's funds, upon approval by the designated Board member, held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account. Agent shall sign and execute on behalf of the Association all outlays from bank account in order to pay expenses to operate the Association. In the event the Association requires an officer or representative of the Association to sign all checks, checks will be available on the 1<sup>st</sup> and the 15<sup>th</sup> or nearest business day of said date range. In the event the Association's officer or representative is unable to sign check in Agent's office between the hours of 9 a.m. and 1:30 p.m. of said dates, the Agent is authorized to execute checks without signature from an officer or representative of the Association. Agent shall not be responsible for late fees, service charges or other penalties incurred because of delayed payment of expenses.

**5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS** Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement and not paid within 30 days after such sums have become due shall bear interest at the rate of 18% per annum.

## ARTICLE VI ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend one (1) regular meeting of the Board each month if needed, and the annual meeting of the Association. In addition, upon not less than 72 hours' notice, Agent or its designated representative shall attend additional meetings of the Board or the Association as requested, provided that the Association shall pay Agent \$35.00 per hour for that individual's attendance at each additional meetings. Agent or its representative shall be custodian of the official records of the Board and the Association.

## ARTICLE VII ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. The Board may appoint any Vice-President as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction, or the like to the Board and shall then follow the direction of the Board.

## ARTICLE VIII LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the following limitations:

**8.1 STRUCTURAL CHANGES** Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except for Emergency Repairs.

**8.2 BUILDING COMPLIANCE** Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. However, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless from all loss, cost, expense, and liability whatsoever which may be imposed on Agent by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

**8.3 AGENT ASSUMES NO LIABILITY** Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous Boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other regulations that may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

**ARTICLE IX  
AGENT'S COMPENSATION**

Agent shall be compensated for its services as follows:

**9.1 FOR MANAGEMENT SERVICES** The Association shall pay Agent a Set Up and Document Retrieval and Set up Fee of \$300.00 and a Management Fee of \$3,400.00 for its services rendered herein (the "Management Fee"). The Management Fee shall be paid monthly in advance in the amount of \$425.00. The Management Fee shall be revisited and negotiated on each renewal anniversary date. Further, Association shall notify Agent within thirty (30) days should the number of Units subject to the Association change and the management fee shall be adjusted to account for the additional units. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association shall be at the Association's expense, including postage and other expenses. All postage is separately metered and paid monthly by the Association.

**9.3 FOR OTHER SERVICES** The Association shall compensate the Agent, in addition to the fees provided for in Sections 9.1 and 9.2, a rate of :

- a. \$300 – Association Set Up (conversion of owner data, audit of finances, acquisition of hard files, et. al.)
- b. \$50/hr. - Appearance at Legal Proceedings
- c. \$50/hr. - Consulting Fees
- d. \$50/hr. – To Research and/or Gather Information for Legal Counsel or at the Direction of the Board
- e. \$35 - Return Check Fee (billed to owner)
- f. .08 – Duplication Cost per B/W Copy
- g. .16 – Duplication Cost per B/on Color Copy
- h. .07 – per coupon (.28 per page of coupons)
- i. .06 – per cardstock postcard
- j. .08 – Per Label/Envelope
- k. .08 – Per Folder
- l. .35 – Per Large Manila Envelope
- m. .25 – Per Small Manila Envelope
- n. Postage – Per Mailing for Meetings and Notices
- o. \$25 – Monthly data backup fee
- p. \$6 – Monthly check deposit service
- q. \$150 – Estoppel/Condominium Questionnaires (paid by seller at closing)
- r. \$35 per hour for additional time spent assisting the Association in ancillary functions (over and above the normal scope of this Agreement as provided in section 2.11), including but not limited to: document revisions, extended onsite management, attorney conferences, attendance at meetings other than listed in Section 6, etc.

**ARTICLE X  
OBLIGATIONS OF THE ASSOCIATION**

**10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS** The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to Property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit against Agent or its employees or agents in connection with or arising out of the management of the Property. However, this Section 10.1 shall not apply to suits or claims by the Association against the Agent.

**10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE** The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insured, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within thirty (30) from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of thirty (30) days written notice to Agent before any cancellation of or changes to said policies.

**10.3 PAY ALL EXPENSES OF ANY LITIGATION** The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any actual or threatened proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

**10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS** The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of municipal, state, or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

**10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE** Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$0 to be deposited in the account(s) established for the Association pursuant to Section 5.1, such amount representing the estimated disbursements to be made in the first three months, plus an additional sum of \$0 as a Contingency Reserve. The Association agrees to maintain this Contingency Reserve amount at all times and shall agree in writing to a new Contingency Reserve when such is required. The Contingency Reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds that accrue from assessments of individual unit owners.

**10.6 APPROVE ANNUAL BUDGET** Within thirty (30) days of receipt of the recommended annual budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide Agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the annual budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the annual budget.

#### ARTICLE XI TERMINATION BY AGENT

Agent shall have the right to cancel this Agreement:

- 1) With sixty (60) days' written notice, in the event that any insurance required of the Association is not maintained without any lapse;
- 2) Immediately, in the event any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction alleges or charge that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees, fails to comply with or is in violation of any requirement or any constitutional provision, statute, ordinance, law, or regulation, and Agent, in its sole and absolute discretion, determines that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent or disciplinary proceeding with respect to Agent's license. If the action or position of the Board of Directors is deemed unethical, prejudice, immoral or illegal; or
- 3) In the event the Association is in default under any of the terms of this Agreement, and the Association fails to cure such default within ten (10) days after written notice of such default.

#### ARTICLE XII TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association may cancel this Agreement at any time on not less than sixty (60) days prior written notice to Agent, provided that such notice is accompanied by payment to Agent for services rendered and any for fees due as outlined in section 9.3. For this purpose, the monthly Management Fee shall be presumed to be the same as that of the last month prior to service of the notice of cancellation. The Association may cancel this contract after the initial term with no penalty provided a notice of thirty (30) days is given in writing to Agent.



**ARTICLE XIII**  
**ASSOCIATION RESPONSIBLE FOR PAYMENTS**

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities that Agent may have properly incurred on the Association's behalf under this Agreement. Agent may withhold a portion of Association funds up to thirty (30) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within thirty (30) days after the end of the month in which this Agreement is terminated any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

**ARTICLE XIV**  
**RELATIONSHIP OF AGENT TO THE ASSOCIATION**

The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of principal and agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind nor obligate the other except as expressly set forth in this Agreement.

**ARTICLE XV**  
**MISCELLANEOUS**

**15.1 SURVIVAL** All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's agent, such provisions shall apply as if this Agreement were still in effect.

**15.2 HEADINGS** All headings and subheadings employed with this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**15.3 FORCE MAJEUR** Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

**15.4 COMPLETE AGREEMENT** This Agreement, including any specific attachments, constitutes the entire Agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into and/or negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

**15.5 RIGHTS CUMULATIVE; NO WAIVER** No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to have exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as waiver or relinquishment of such right or remedy with respect to subsequent defaults.

Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

**15.6 APPLICABLE LAW AND PARTIAL INVALIDITY** The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Florida. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

**15.7 NOTICES** Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

TO AGENT: Alachua Management Services  
PO Box 310  
Alachua, FL 32616

TO THE ASSOCIATION: Its Board of Directors

Notices or other communications between the parties to this Agreement may be mailed by United States Postal Service registered or certified mail, return receipt requested, postage prepaid. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

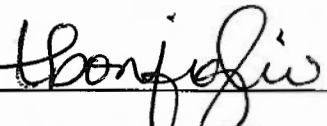
**15.8 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the successors, and assigns of the Association. Notwithstanding the preceding sentence, the Agent may assign this Agreement or any rights hereunder to any parent, affiliate, subsidiary or individual principal of Agent, or to any successor in interest to substantially all the stock and/or assets of Agent or such entity, and the Association hereby agrees to such assignment. Without being in limitation of the foregoing, it is also understood that the Agent may designate other persons, from time to time, to assist in the performance of the services to be rendered by the Agent in performing such services, without in any way affecting the rights of the Agent or the obligations of the Association hereunder, but any compensation payable to such other persons shall be the responsibility of the Agent.

**15.9 AUTHORIZATION** Each party represents to the other that the execution of this Agreement has been duly authorized in accordance with its governing documents.

**15.10 ATTORNEYS FEES; COSTS** In any litigation, including breach, enforcement, or interpretation, arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees, costs and expenses.


IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 2 day of MAY, 2023.

AGENT:

By:   
Printed Name: Teata Bonfiglio

Its: President

ASSOCIATION:

By:   
Printed Name: Daniel Long

Its: President