



This MANAGEMENT AGREEMENT is made and entered into by and between WYLDEWOOD VILLAGE I OF CROSS CREEK CONDOMINIUM ASSOCIATION INC., a Florida Corporation Not for Profit, hereinafter called "Association", located in Ft. Myers Florida and D&D ASSOCIATION SERVICES, LLC, whose address is 12553 New Brittany Blvd. #3204 Ft. Myers FL 33907, hereinafter referred to as "Management Firm".

Parties to This Agreement: The Association hereby appoints D&D Association Services LLC as the Managing Agent of the Association in accordance with the terms and provisions of this agreement and to otherwise perform the obligations as hereinafter set out.

Responsibility of managing Agent: the role of the Managing Agent is to implement the decisions and policies established by the Board of Directors of the Association. The Board of Directors has a fiduciary responsibility for the administration of the programs, services and activities of the Associations as established in the founding documents and as amplified and or clarified by resolutions of the Corporations. The Manager shall act on behalf of the Associations taking direction and instruction only from the Board of Directors of the Association. The Manager shall report to the President of the Board of Directors or his appointee. The Association and the Board of Directors recognize that under Florida Statutes, the Manger has a fiduciary responsibility to act in the best interest of the Association.

The Manager will be available on a daily basis to provide supervision, inspection and attention to the affairs of the Association from 9:00 AM to 4:00 PM Monday thru Friday, except on recognized holidays (New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving day and the day after and Christmas Day and the day after).

Management Firm shall provide 24-hour emergency response for any "actual" emergency which threatens serious harm to Association property or persons.

Manager shall visit the community on a monthly basis to evaluate the condition of the property and report in writing any deficiencies identified and recommend or take action to resolve. This review includes any issues related to owners not following the organizations rules and regulations.

The Management Firm will be present for the Annual meeting, Budget meeting and up to eight regularly scheduled meetings. The Management Firm will assist in creating the agenda, posting the agenda, meeting notices and complete minutes within one week following the meeting and email to Board members.

Compensation: The Management Firm shall be paid by the Association a monthly fee of \$600.00 (\$12.00 per door per month) plus a one-time set up fee of \$3.00 per unit and is due on the first of each month.

The Association shall be responsible to reimburse the management firm monthly for the cost of all postage, office supplies and extraordinary expense used on behalf of the Association. (See attachment "A") The Management Firm is authorized and directed to deduct or obtain payments of such compensation when due from the Association funds.

Term of Agreement: This agreement shall become effective on September 1, 2019 and shall continue in effect until December 31, 2020. This agreement may be terminated by either party with cause by a written sixty (60) day notice to the other party. All such notices shall be by certified mail. If neither party has given the other 60 days' notice of its desire to terminate this agreement at the end of any given year, then the term shall be automatically renewed for an additional one-year term.

Insurance: The Association shall name the Management Firm on the Associations General Liability, Umbrella, Fidelity Bond and Directors and Officers policies, which policies shall be maintained in full force and effect during the entire term of and shall survive this Management agreement and in such amount as deemed necessary to comply with Florida Law and shall be paid by the Association and shall be considered an expense of the Association.

The Association agrees to indemnify, defend and hold harmless the Management Firm and its employees from all claims brought or actions filed, liability, loss, damage or expense not caused by the Management Firms own negligence or willful misconduct including without limitation, reasonable attorney's fees and expenses arising from or relating to the functions for which the Management Firm s been hired. The Association further agrees that the Management Firm shall not be liable, responsible or accountable for damage to the Association for acts performed in good faith, and without negligence.

Financial Services: The Manger is responsible for preparing and presenting a proposed budget to the Board of Directors before October 1st of each year and facilitating the meeting to approve said budget. The Manger will work with the Association Treasurer to work with cash management issues.

Management Firm will collect and account for all monthly/quarterly Maintenance Fees as prescribed by the Association and all other charges such as late fees due by owners. The Management Firm shall maintain separate checking and reserve accounts of the Association with a federally insured Florida Institution. All bank accounts are to be in the name of the Association. At least one officer of the Management Firm shall be an authorized signer on any Operating Account for the Association in addition to Members of the Board of Directors. No payment shall be released from the Association's accounts without Board approval. The treasurer or authorized bank account signer may choose to approve payment via email and the Management Firm will process and mail authorized payments or the Board Member may come to our location to review and sign checks. Checks are processed weekly.

Agent shall furnish to the Board of Directors of the Association a monthly financial statement between the 15th and 20th day of each month which shall include a year-to-date financial statement and a statement of the funds received, receivable and distributed by the agent. The Agent shall prepare, file and cause to be paid at the Associations' expense, all reports, tax returns, and licenses required by law. An annual income and disbursement statement shall be prepared for the Association without audit and delivered to the Association within the time period provided by Florida Statutes. The Association, at its option and expense, shall have the right to an independent audit to be performed by an accountant, chosen by the Board of Directors of the Association.

The Management Firm shall assist in storm preparations and provide guidance in the refinement of an overall disaster plan. The Management Firm at the conclusion of a major storm will conduct an insurance evaluation and seek vendors to repair/replace damaged property. The Management Firm shall issue requests for proposals for competitive bids, seek vendors and recommend to the Board of Directors to whom the contract is awarded.

Independent Contractor: The Management Firm and the Association agree that the relationship created by this agreement is that of an independent contractor and not that of employee or employer.

Applicable Law, Attorney Fees and Venue: This Management agreement shall be construed under the laws of the State of Florida. In the event there is a suit brought hereon, such suit shall be filed in the Court of Lee County, Florida. The prevailing party in such actions shall be entitled to attorney's fees.

Entire Agreement: This contract expresses the entire agreement between the Association and the Management Firm regarding this matter. This agreement can only be modified with another written agreement signed by both the Association and the Management Firm. This agreement shall be binding upon the Association and the Management Firm, and their respective heirs, legal representatives and successors in interest.

In Witness Whereof, The parties have caused the Management agreement to be executed this 1st day of September 2019.

For the Association:

Date: 8/16/2019
By: 
Printed Name: Peter Brockhausen
Title: President

WITNESS:

Signature: _____

Printed Name: _____

For the Management Firm:

Date: 8/16/19
By: 
Printed Name: Dawn De Bonis
Title: CAm / owner

WITNESS:

Signature: _____

Printed Name: _____

ATTACHMENT "A"

One-time computer set up fee:	\$3.00 per unit
Office Expense:	
Postage	Actual cost
Copies	.15 each
Labels	.10 each
#9 or #10 envelopes	.20 each
Large envelopes	.25 each
Faxes	.25 per page
Certified mail	Actual cost
Coupon Booklets	\$4.50 each
Special Assessment Billings	\$1.50 per unit
Long distance calls	Actual
Income Tax Preparation	\$175.00
Offsite storage of Association Archives	\$8.00 per month
This agreement includes eight Board of Director Meetings per year, one Budget Meeting per year and one Annual Meeting per year. Any additional meetings may incur a cost of \$85.00 per hour.	
The following items are to be paid the unit owners directly to the Management Firm:	
Rental/Sales Application fees	\$25.00
Estoppel letters	\$200.00
Uniform Project Questionnaires	\$150.00
Copies of Association Documents	\$75.00
Copies of Records	.25 per page

Special Catastrophic project Work: In the event that the Association has to engage a contractor for special work which may include but not be limited to demolition, reconstruction or remedial work and require participation by the Agent in meetings with vendors, inspectors, engineers, insurance adjusters, etc., such services are billable to the Association at a \$50.00 per hour fee and will be performed only by a prior written agreement with the Board.

Legal Action involving the Association: In the event that participation in legal action involving the Association is required of the Agent, such as court appearances, depositions, consultations with attorneys in connection with litigation filed or proposed on behalf of or directed by the Association (excluded telephone consultation), such services are billable to the Association at a \$50.00 per hour fee.