

MANAGEMENT AGREEMENT

THIS AGREEMENT, entered on 13, Nov 20, by and between Fourth Moorings Condominium Inc., from now on referred to as the "Association", and VTE Consulting Services, a corporation organized and existing under the laws of Florida, from now on referred to as the "Manager".

WITNESSETH:

WHEREAS the Association is the entity responsible for the operation of Fourth Moorings Condominium Inc. in Miami-Dade County, established by the Declaration of Covenants, Conditions, and Restrictions thereof recorded in the public records of Miami-Dade County.

WHEREAS the Association desires to retain the Manager, and the Manager desires to be retained to perform Management Services for the Association.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter contained, the parties hereto mutually agree as follows:

ARTICLE I
APPOINTMENT OF MANAGER

The Association hereby employs the Manager, and the Manager hereby accepts such employment on the terms and conditions provided as the exclusive management agent for the above-named Association.

ARTICLE II
TERM OF AGREEMENT

- A. This Agreement shall be for a term of one (1) year commencing on the September 1, 2020 and ending on the August 31, 2021 initial term of one year. This Agreement will renew itself after the initial term.
- B. **Payment:** VTE Consulting LLC. will be furnished the net sum of \$ 500.00 per month and \$ 6,000.00 per year, subject to the provisions of Article II Section A. This amount shall be made payable in advance on the first day of each month.

Vph Dec 2020 - 300.00
Jan 2021 - 500.00

VTE
SJS

2. The Association is to provide the Manager with a detailed list of personal property, supplies, and equipment, which it is turning over to the Manager.

3. Regular Property Inspections: The Manager shall make regular property inspections of the Association's property, render a written report monthly, and make recommendations concerning the property.

4. Service Contracts and Contractors Performance: The Manager shall solicit, review negotiate, and supervise contracts on behalf of the Association, as needed or monthly for services reasonably necessary concerning the operation, maintenance, upkeep, repair, replacement, and preservation of the Association's property. All contracts shall be in the name of the Association, approved and executed by the Board of Directors AND/OR THE PRESIDENT OF THE ASSOCIATION.

C. Financial Management Services

1. The Manager shall provide financial management services to the Association. An effective accounting financial system will be provided for the Association.

2. Financial records will be maintained under generally accepted accounting procedures sufficient to identify the source of all funds collected by the Manager and the disbursement thereof. Source documents will be maintained in the office of the Manager and shall be available for inspection by unit owners at reasonable times during normal business hours.

3. Collect Assessments: The Manager shall collect all common expenses, charges, assessments, monies, and debts of every nature and description, which MAY become due to the Association from its members. Manager may request, demand, collect, receive (and receipt for) any such common expenses, charges, assessments, and other monies, which may be due the Association. The Manager shall submit to the Association a monthly statement of delinquent accounts, showing what monies are owed to the Association, what date such monies became due, the name of the person owning the monies, and the unit owned by such person. Upon request of the Board OR THE ASSOCIATION ATTORNEY, the Manager shall submit a detailed analysis of each delinquent account and shall take such action with respect thereto as requested by the Board OR THE ASSOCIATION ATTORNEY.

4. Disbursements: The Association shall make all required disbursements and the Manager shall only be responsible for providing support for proposed disbursements with bills or invoices. The Association hereby authorizes the Manager to perform any act or do anything necessary or desirable to carry out its duties hereunder, except for signing Association checks and making Association disbursements, and everything done by the Manager hereunder shall be done as an agent of the Association and all obligations or expenses incurred there under shall be for the account, on behalf of and at the expense of the Association. The Manager shall not be obligated to make any advance to or for the account of the Association nor to pay any amount, nor shall the Manager be obliged to incur any liability or obligation. If the Manager shall voluntarily advance, for the Association's account, any amount for the payment of any proper obligation of the Association or otherwise, the Manager shall be reimbursed by the Association out of the first collections from the unit owners. Notwithstanding anything contained herein to the contrary, the Manager shall incur no expenses other than as provided in the budget or approved by the Association except in the event of an emergency.

ARTICLE III
MANAGER'S RESPONSIBILITIES

During the term hereof, the Manager shall perform the following services as, when, and if needed, or as otherwise specified herein under the supervision, control, and authority of the Board of Directors and shall appoint at least one (1) employee to effectuate same:

A. General Administration:

The Manager will provide general administration and community service management to the Association. The Manager shall engage and supervise all persons as needed (which person or persons may be engaged on a part-time or a full-time basis) necessary to properly maintain and operate the Association, according to the Manager's reasonable judgment, it being understood that all personnel so engaged shall be engaged by the Manager as independent contractors of the Association.

1. Assistance to Board of Directors: The Manager shall provide administrative support services to the Association's Board of Directors including notifying the Directors of Board Meetings and circulating the Minutes of the preceding meeting as prepared by the Secretary of the Board and attend the monthly Board Meeting.

2. General Membership Meeting: The Manager shall set up the Annual Meeting of the Association including the preparation and delivery of the meeting notice, and the preparation of proxy forms. The Manager, under the direction of the President, shall prepare the agenda for this meeting and shall be present to assist the Board in overseeing the election of any new Directors.

3. Resolve Owner Problems: The Manager shall assist in resolving individual owner's problems as they pertain to the Association, common elements, and the adherence to the governing rules and regulations as approved by the Board of Directors of the Association.

4. Assist with Communications: The Manager shall assist the Association with the formulation of any newsletters, and special notices as directed by the Board of Directors.

5. Monitoring Architectural Control: The Manager shall process any requests for architectural changes on the appropriate review form to the Architectural Control Committee for the Association and inform all interested parties of the decisions made by the Architectural Control Committee and the Board of Directors.

6. Maintain Association Files: The Manager shall organize and maintain the files for the Association of all legal documents, owner's lists, correspondence, house rules, site plans, blueprints, and specifications, that are received from the Board of Directors.

B. Contractual and Physical Administration

1. The Manager shall arrange for the supervision of maintenance of the common areas, improvements, and equipment of the Association. Additionally, the Manager shall purchase, as needed, on behalf of the Association, all supplies, and materials necessary for the maintenance, upkeep, repair, replacement, and preservation of the Association's property. Such purchases shall be made in the name of the Association. Any such purchases over \$500.00 shall be subject to the prior consent of the Board of Directors OR OFFICERS OF THE ASSOCIATION,

5. Financial Statements: The Manager shall render to the Board monthly detailed statements of receipts, disbursements, financial charges, reserves, and bank reconciliations. Said monthly financial statements shall also compare operating receipts and disbursements against Board approved budgets. To maintain accounts and financial books and records of the Property and have same open to the inspection of any unit owner at reasonable times. The Manager shall submit all bills, statements, or claims of monies owed by the Association to the Board, together with a recommendation of whether such bill, statement, or claim of monies owed is proper and should be paid or is improper and should not be paid in the full amount. In the event a recommendation is made by the Manager that a bill, statement, or claim of monies is improper and should not be paid in the full amount, the Manager shall include a written explanation of why such bill, statement, or claim of monies owed is improper and what amount, if any, should be paid the Association.

6. Annual Budgeting: The Manager shall provide experienced assistance and recommendations to the Board in connection with annual budgets and the analysis of operating results.

7. Year-End Statements: The Manager shall prepare a Year-End Statement of the operations for the Association, and shall assist the accountant selected by the Board, to perform an audit, prepare forms, pay taxes, and file local, state, and federal reports as required.

8. Insurance Programs: Maintain, as needed, appropriate records of all insurance coverage carried by the Association and periodically confer with the Association's insurance and/or consultant to investigate and recommend to the Board of Directors changes in the underwriter's coverage.

9. Audit: The Manager shall keep detailed and accurate records in chronological order for the receipts and expenditures affecting the common elements, specifying and itemizing the common expenses incurred. Such services shall not include the preparation of an audit, which audit if any, will be prepared by an outside auditor and the cost thereof shall be charged to the Association.

ARTICLE IV DISCLAIMER

The Manager is given no responsibility for compliance of the Association or any of its equipment with the requirements or any ordinances, laws, rules, or regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the City, County, State, or Federal Government, or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly, or forward to the Board promptly, any complaints, warnings, notices, or summonses received by it relating to such matters. The Association represents that, to the best of its knowledge, the Association complies with all such requirements and authorizes the Manager to disclose the ownership of the Association to such officials, and agree to indemnify and hold harmless the Manager, its representatives, servants, and employees, from any loss, cost, expense, and liability whatsoever which may be imposed on them or any of them because of any present or future violation or alleged violation of such laws, ordinances, rules or regulations. The Managers and its employees also shall not be liable for any error judgment or mistake of fact or law or for anything which it may do or refrain from doing hereinafter except in cases of willful

misconduct or gross negligence.

ARTICLE V
DOCUMENTS SUPPLIED BY THE ASSOCIATION

The Association agrees to provide appropriate information to the Manager, including, but not limited to, copies of the following:

1. Declaration of the Association, and all exhibits thereto, including surveys and site plan.
2. Articles of Incorporation of the Association.
3. By-Laws of the Association.
4. All supplemental Declaration of Covenants, Conditions, and Restrictions.
5. All maintenance and service contracts are in effect as of signing.
6. All prior financial records of the Association are placed in the custody of the managing agent.
7. Current financial statements include a current fee, which will provide the operating balances for the new accounting period.
8. Copies of Minutes of meetings of the Board of Directors and other pertinent data that would assist the Manager in managing the affairs of the Association.

ARTICLE VI
TERMINATION OF AGREEMENT

The Agreement shall cease upon the happening of any of the following events:

- A. Either party has the right to terminate this Management Agreement with or without cause upon thirty (30) days' written notice.

ARTICLE VII
INDEMNITY AND INSURANCE

The Association agrees that it will provide public liability insurance from a carrier acceptable to the Manager with limits of no less than \$1,000,000 (each occurrence), \$1,000,000 (aggregate), to which the Manager shall be added as an additional insured. In the event the Association should hire its employee(s) to render services to the Association, the Association will carry the necessary worker's compensation insurance for such employee, adequate to protect the Manager in the same manner and to the same extent the Association protects the owners and

will name the Manager as a named insured. The Association shall indemnify, defend, and hold the Manager harmless from and against any liability, suits, claims, costs, and expenses, including reasonable attorneys' fees, which may be claimed against the Manager due to the Manager's capacity hereunder or which may arise out of the performance of Manager's duties hereunder, except insofar as the same result from the Manager's willful misconduct or gross negligence. The Association insurance carrier agrees to waive its subrogation rights against the Manager in the event of any damage to the Association's property. The Manager and its employees shall not be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing in its capacity hereunder except in cases of the Manager's willful misconduct or gross negligence.

The Manager shall indemnify, defend, and hold the Association harmless from and against any liability, suits, claims, costs, and expenses, including reasonable attorneys' fees, arising out of Manager's willful misconduct or gross negligence, or the willful misconduct or gross negligence of Manager's employees. The Manager shall have no liability to the Association, however, for any act or omission of any independent contractor engaged by or through the Association or Manager. The Manager always warrants that in the performance of this Agreement, it will maintain in full force and effect insurance coverage as follows:

- Worker's Compensation insurance coverage by statutory limits.
- Ggeneral Liability Insurance shall be maintained for not less than \$1,000,000 for each occurrence and shall include coverage for bodily injury, property damage, and personal injury with a general aggregate.

ARTICLE VIII MANAGER'S COMPENSATION

The compensation, which the Manager shall be entitled to receive for all services performed under the Agreement, shall be in **Exhibit A** per month, payable on the first day of every month, in advance.

The Association additionally agrees to pay expenses of the Manager required by actions of the Association, as outlined in Exhibit "B" of this Agreement which is attached hereto and is made a part hereof. The Board of Directors must approve any additional charges not covered in this Agreement before payment is made.

ARTICLE IX EMPLOYEES AND OTHER PERSONNEL

The Association covenants and agrees that it shall not hire, employ, or otherwise engage any employees, or contract with or in any way engage the services of any firms employing any employees or former employees of the Manager while this Agreement remains in force and continuing for twelve (12) months following the expiration or earlier termination of this Agreement. The provisions outlined in this paragraph do not apply to any personnel OR CONTRACTOR employed by, or on behalf of, the Association immediately before the inception of this Agreement. If applicable, the Manager shall have the right, in his discretion, to subcontract all or a portion of the work as further defined in the services cost breakdown and any exhibits, if applicable.

ARTICLE X
NOTICES

Written notice shall be deemed to have been duly served if delivered in person to the Association or Manager, or if delivered at or sent by registered or certified mail to the following address:

For Association:

For Manager:

_____ VTE Consulting LLC

ARTICLE XI
MISCELLANEOUS

The Agreement shall constitute the entire Agreement between the contracting parties and no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as the Agreement.

If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law. This Agreement will be construed by the laws of the State of Florida.

The Manager represents and warrants that the person or persons employed by the Manager to directly provide the management services under this Agreement shall always have a Community Association Manager's License from the Department of Business and Professional Regulation and that the Manager shall otherwise comply with the provisions of Section 468.432, Florida Statutes. The cost of a license by the Department, including continuing education, shall not be considered a reimbursable cost. This Agreement shall be binding upon the successors and assigns of the parties.

In the event, that both parties hereto breach this Agreement, and the other party brings any action (including an appeal) against the breaching party, the prevailing party in such action shall be entitled to recover his costs of the action, together with a reasonable attorney's fee to be awarded by the Court.

Any legal proceeding arising from this Agreement shall be brought only in a STATE court of competent jurisdiction in Miami Dade County, Florida.

If applicable, the parties hereto acknowledge and agree this Agreement complies with Section 718.3025, Florida Statutes.

SERVICES COST BREAKDOWN

EXHIBIT "A"

The following is a breakdown of the management costs associated with this contract.

The management fee includes the following services:

- Accounting- bookkeeping, financial statement, A/R, A/P, collections
- Residential Database and Accounting Software
- Supervision by Roving Manager and inspections of property for violations
- Weekly visits to the property and exceptions as needed on issues being addressed.
- Weekly visits will also be at the discretion of the Board of Directors.

EXHIBIT "B"

The following items are not included as part of the monthly management fee and will be billed separately each month to the Association.

1. Postage at the current United States Postal Service rates. This also applies to independent courier service if ever required, or overnight delivery and billed directly to the Association.
2. Destruction of records more than seven years of age.
3. A one-time turnover fee of \$150.00 will be made to VTE Consulting LLC. This is to put all owners in the system and turn over all files.
4. For any special assessment there will be a fee of \$1.00 per unit per life of the special assessment. For example, the special assessment has 12 installments a dollar per unit will be charged extra for each installment.

The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

IN WITNESS WHEREOF, this Agreement shall become effective when signed by the appropriate parties hereto, under Article II.

THE ASSOCIATION

By: *[Signature]* TREASURER
Board Member (Signature/Title)

Witness (Signature)

Guillermo Jaramillo
Please print the name

Witness (Print)

By: *[Signature]* VICE-PRESIDENT
Board Member (Signature/Title)

Witness (Signature)

ANASTASIO GOYANES
Please print the name

Witness (Print)

THE MANAGER

BY: *VTE*
Managing Director (Signature)

Witness (Signature)

Valentin T. Escobar
Please print the name

Witness (Print)