



**THE SMARTER WAY TO HOA™**

**Community Management Services Coordination Proposal**

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## INTRODUCTION

Welcome to RowCal! We recognize that every association is unique. Rather than force associations into “one size fits all” management agreements, we tailor our services to meet the specific needs of your association.

RowCal Management CO, LLC (“RowCal”) is pleased to provide \_\_\_\_\_ (“Association”) with this Community Management Services Coordination Proposal (“Agreement”) for the following management services:

Service	RowCal’s Fee	Accepted
<b>Full-Service Management</b> <ul style="list-style-type: none"> <li>• Financial &amp; Accounting Services</li> <li>• Operation Services</li> </ul>	\$_____/Month	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Annual Preventative Maintenance Inspections	<b>\$20/Unit/Year</b> <b>+ \$500 PMP Prep Fee</b>	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Monthly Property Upkeep	<b>\$775.00/Month</b>	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Rental Monitoring and Administration	<b>\$150/Rental Unit/Year</b>	<input type="checkbox"/> Accept <input type="checkbox"/> Decline

As stated in the Terms and Conditions on the following pages, most of these services will be provided directly by RowCal. Specialty and professional services – such as maintenance and repairs, collections, and legal services – will be provided by RowCal’s preferred vendors. RowCal carefully qualifies its preferred vendors to ensure you receive quality service at a reasonable price without the bureaucracy or hidden markups charged by a typical Community Management company.

On behalf of RowCal, we look forward to working with you!

**Commencement Date:** \_\_\_\_\_

**Accepted By:**

\_\_\_\_\_

By: \_\_\_\_\_  
To Be Determined

Its: Board President  
Title

ROWCAL MANAGEMENT CO, LLC

By: \_\_\_\_\_  
Eric Davison

Its: Vice President of Community Management  
Title



# TERMS AND CONDITIONS

## I. ENGAGEMENT, AGREEMENT TERM, AND CANCELLATION.

The Association exclusively employs RowCal to provide the Community Management services described in this Agreement.

This Agreement shall run for a period of one (1) year from the acceptance date on the first page (the "Effective Date"). The Association and RowCal further agree that this Agreement shall automatically renew at the end of its term, and each renewal term thereafter, unless either party cancels it.

RowCal wants the Association to be happy with its management company and does not believe in the standard management company practice of "locking in" associations with no reasonable way to terminate their management agreements. Therefore, both RowCal and the Association have the right to terminate this Agreement at any time, and for any reason, upon 30 days written notice to the other party.

## II. FULL SERVICE MANAGEMENT.

If accepted by the Association as indicated on page 1 of this Agreement, RowCal will provide the following Full-Service Management services in accordance with the Association's Articles of Incorporation, Declaration, Bylaws, and Rules and Regulations (collectively the "Governing Documents") and the applicable laws of the state where the Association is physically located.

**A. FINANCIAL AND ACCOUNTING SERVICES.** RowCal will provide the following financial services to the Association, in the name of and on behalf of the Association, and the Association hereby gives RowCal the authority and powers required to perform these services:

### 1. BUDGETING.

**(a) ANNUAL BUDGET:** RowCal will prepare one (1) draft of an annual budget ("Annual Budget") for the Association that reflects the Association's expected operation costs for each month during the twelve-month period. The Annual Budget will identify expected recurring receipts and disbursements. RowCal will periodically review and compare the Association's actual income and operating expenses to the Annual Budget and advise the Association's Board of directors (the "Board") if RowCal reasonably believes the Annual Budget is insufficient to meet the Association's operation costs.

**(b) REPLACEMENT FUND BUDGET:** Upon request from the Board, RowCal will assist in drafting and updating the Association's replacement fund budget to ensure the Association is fulfilling its reserve funding requirements under its Governing Documents and/or applicable state law.

**2. FINANCIAL STATEMENTS.** RowCal will prepare monthly financial statements for the Board consisting of the following standard financial documents and reports: (i) a balance sheet; (ii) an Income / Expense Report; (iii) a Delinquency Report; and (iv) a Disbursements Report. RowCal will provide these financial statements by the 10<sup>th</sup> of each month, or as soon as reasonably practical.

**3. YEAR END STATEMENTS.** RowCal will prepare a Year End Statement of the operations of the Association for the Board.

**4. REGULAR ASSESSMENT COLLECTION.** RowCal will collect assessments levied by the Association from the unit owners and deposit the same into the Association's bank accounts. Assessments will be collected by way of check or ACH authorized by the unit owners. RowCal will inform the unit owners of the assessment payment procedure through its welcome package.

**5. OPERATING AND RESERVE ACCOUNTS.** RowCal will open operating and reserve accounts for the Association at a banking institution mutually agreed upon by the Association and RowCal. These accounts will be in the Association's name and bear the Association's federal tax identification number. All assessments and other amounts collected by RowCal will be deposited by RowCal into these accounts. RowCal will keep accounting records to reflect the status of these accounts. RowCal will carry a Crime and Fidelity Policy on each of the employees of RowCal who handles the Association's funds. RowCal shall have no liability or responsibility for any loss of funds from these accounts except for losses arising from RowCal's gross negligence, willful misconduct, or fraud.

**6. ACCOUNTS PAYABLE.** Except as otherwise set forth in this Agreement, RowCal shall make all disbursements, from assessments collected, for normal recurring expenses as provided in the Board approved budget. RowCal shall have the authority to make disbursements for all expenditures at the sole discretion of RowCal, except that no unbudgeted expenditures or expenditures exceeding the approved budget line item more than two thousand dollars (\$2,000.00) will be made without prior approval of the Board, except in the cases of emergency which require prompt action to avoid further loss.

**7. TAX SERVICES.** If the Association does not have a designated accountant, RowCal will select and retain an accountant to perform audits, prepare forms, prepare and file local, state and federal income tax returns at the Association's expense. RowCal will cooperate with the Association's accountant for the annual tax preparation. The Association is responsible for signing the tax returns and the accuracy of the information used to complete them.

**B. OPERATION SERVICES.** RowCal will provide the following governance and operation services to the Association, in the name of and on behalf of the Association, and the Association hereby gives RowCal the authority and powers required to perform these services:

**1. EMERGENCY RESPONSE REPAIRS.** RowCal will maintain a twenty-four (24) hour-a-day emergency telephone answering service for homeowners to report emergencies requiring immediate repairs. An emergency shall mean: (i) actual damage to real or personal property resulting from fire, wind, flood, or other weather conditions; or (ii) actual damage to real or personal property resulting from events, circumstances, or conditions precipitating the involvement of the police or other governmental emergency responders. An emergency does NOT include calls due to the failure of a contractor or subcontractor of the Association to perform its duties in a timely manner or in a manner otherwise unsatisfactory to the Association.

In the event of a reported emergency, RowCal will dispatch RowCal Construction and Maintenance, LLC ("RCM") or another qualified contractor to perform necessary emergency repairs as soon as reasonably possible. RCM will charge the Association on a time and materials basis for all repairs coordinated through the emergency telephone answering service. The Association may, to the extent permitted by its governing documents and/or applicable state law, assess these emergency repair costs to the affected unit(s).

The Association agrees to notify its homeowners to contact the emergency response hotline only in the event of an emergency as defined above, and to adopt a rule prohibiting homeowners from using the emergency response hotline to report non-emergencies. The Association further agrees that if a homeowner contacts the emergency response hotline and reports something that does not constitute an emergency, then RowCal will charge the Association a \$50 penalty. The Association may, to the extent permitted by its governing documents and/or applicable state law, assess any such penalty against the affected unit(s).

**2. EMPLOYEE MANAGEMENT.**

**(a) ASSOCIATION-HIRED EMPLOYEES.** If the Association has employees, then the Association hereby designates RowCal as its exclusive management agent with the power and authority to hire,

supervise, direct, discipline, and terminate the Association's employees.

RowCal will process payroll for the Association's employees on behalf of the Association according to RowCal's standard practices and procedures at an annual cost of 8% of the employee's salary. RowCal shall, on behalf of the Association, execute and file all returns and other instruments and perform all acts required under applicable federal and state laws now or hereafter in force. To facilitate such requirements, the Association agrees, upon request, to execute and deliver promptly to RowCal all necessary powers of attorney, notices of appointment, and similar documents.

The Association shall maintain Workers' Compensation insurance for its employees at its own cost.

**(b) ROWCAL-HIRED EMPLOYEES.** If necessary, and with the approval of the Association, RowCal will directly hire employees to operate the property. RowCal will supervise, direct, discipline, and terminate any employee hired for such purposes.

If any RowCal-hired employee handles the Association's funds or assets, then RowCal will purchase and maintain a fidelity insurance policy with limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. RowCal shall also maintain Workers' Compensation insurance for its employees at its own cost.

RowCal shall execute and file all returns and other instruments and perform all acts required under applicable federal and state laws now or hereafter in force with respect to wages paid by to its employees.

**5. COMMUNITY MANAGER.** RowCal will select and assign a dedicated Community Manager ("Community Manager") who will provide the following governance and operation services to the Association:

**(a) MEETINGS.** The Community Manager will attend, in person or electronically, all regularly scheduled board meetings and member meetings each year. The Community Manager will provide regular management reports to the Board before each regularly scheduled board meeting. Management reports shall include the meeting agenda, most recent financial report, and other items related to the meeting agenda. The Board will be responsible for keeping meeting minutes at all board meetings and owner meetings, including the annual meeting.

**(b) COMMUNICATIONS.** The Community Manager will prepare and/or advise the Association in the preparation of general correspondence dealing with business matters between the Association and its members, contractors, agents, government officials, and other persons. The Community Manager will maintain files of all such material correspondence. The Community Manager shall regularly report to the Board on issues as needed. Additionally, The Community Manager shall assist the Association with its owner / resident communications including but not limited to notices required by the Association's governing documents, newsletters, special notices, questionnaires, and rule reminders.

**(c) ASSOCIATION RECORD MAINTENANCE AND RETENTION.** The Community Manager shall collect, organize, and maintain records for the Association sufficient to satisfy the requirements of all applicable federal and state laws. Such records shall include but are not limited to records of the Association's membership, board meetings, member meetings, insurance coverage, contracts and agreements to which the Association is a party, and financial records. The Association's records will be maintained for the Association's access on a website provided by RowCal.

**(d) CONTRACT NEGOTIATION AND ADMINISTRATION.** As directed by the Board, the Community Manager shall negotiate and execute contracts on the Association's behalf, for trash removal,

grounds care, water, electricity, gas, cable or satellite television, and such other services for the Association as may be necessary or advisable. The Association understands and agrees that the Community Manager is not an attorney, and cannot provide legal advice regarding the provisions, interpretation, and enforcement of any contract. The Association understands and agrees that it can obtain a legal review of any proposed contract at its own cost.

**6. PROFESSIONAL SERVICE PROVIDERS.** Except as otherwise authorized in this Agreement, and upon request, RowCal will select and retain professional service providers – *e.g.*, architects, engineers, accountants, and the like – to provide professional advice and services to the Association. Fees incurred by the Association will be billed directly to the Association by those professional service providers and are not included in the pricing described in this Agreement.

### III. INSURANCE PROCUREMENT

RowCal will retain a qualified independent third-party vendor to assist the Association in procuring insurance coverages. The vendor is compensated by commissions on the sale of insurance policies, and there is no other charge for these services.

**Insurance Coverage Review.** The vendor will review the Association’s existing insurance policies and compare them to the insurance requirements in the Association’s Governing Documents and applicable state law, and advise the Association if it is not carrying all the required coverages.

**Renewals and Competitive Bids.** The vendor will collect all necessary information needed to renew the Association’s insurance policies and solicit competitive bids from its team of dedicated insurance agencies for comparable insurance policies to ensure the Association is paying a fair market rate for its insurance.

**Present and Recommend Coverage.** After the vendor receives and reviews the competitive bids for insurance coverage, it will prepare a written summary of the Association’s insurance policy options. The vendor will assist the Association in selecting appropriate insurance policies based on the coverage they provide, cost, and other factors the Association may consider relevant.

**Issue and Coordinate Policies.** Once the Association selects its insurance policies, the vendor will communicate with the insurance agent(s) and bind those policies. If any insurance carrier requires to inspect the property prior to issuing coverage, the vendor will coordinate those inspections.

The vendor will provide the Association with a copy of its insurance policies and an insurance certificate evidencing the same. The vendor will also prepare and send a notification letter to the membership advising them of the Association’s insurance coverages and applicable deductibles and reminding them to purchase an HO-6 policy covering any real and personal property not covered by the Association’s property policy and loss assessment.

### IV. PROPERTY INSURANCE CLAIM COORDINATION

RowCal will assist the Association with submitting and processing property insurance claims as set forth in this section. In exchange for a flat fee of \$1,950.00 per insurance claim, RowCal will provide the Association with the following:

- Tendering the claim for property damage to the Association’s insurance company.
- Responding to all requests for additional information and documents from the Association’s insurance company.
- Responding to all material communications from the Association’s insurance company.
- Retaining contractors as necessary to repair the property damage at issue in the insurance claim.

- Ensuring that the contractors complete the necessary repairs in a timely manner.
- Obtaining and retaining copies of all relevant documents pertaining to the insurance claim, including but not limited to: (a) material correspondence and communication exchanged with the insurance company; (b) all payments received from the insurance company; (c) all construction contracts for the repairs; (d) all payment records for the repairs; (e) all warranty documents pertaining to the repairs; (f) all inspection records for the repairs; and (g) all lien waivers for the repairs.
- Responding to homeowner questions and concerns regarding the insurance claim.
- Assisting the Association in assessing the master insurance policy deductible back to the homeowners and communicating with their HO-6 carriers as necessary.

## V. OPTIONAL SERVICE: ANNUAL PREVENTATIVE MAINTENANCE INSPECTIONS.

If accepted by the Association as indicated on page 1 of this Agreement, RowCal will retain qualified independent third-party vendors to assist the Association in performing an annual preventative maintenance inspection and preparing a written report summarizing any recommended preventative maintenance.

### Preventative Maintenance Plan

If the Association does not have a preventative maintenance plan (“PMP”) in place, then RowCal will retain a qualified law firm on the Association’s behalf to prepare one for it. RowCal has negotiated a flat fee of \$500.00 for this work, which will be billed directly to the Association.

### Preventative Maintenance Inspections.

In exchange for a flat fee of \$20/Unit, RowCal will retain a qualified home inspection vendor to: (1) conduct an annual inspection of the building components identified in the Association’s PMP; and (2) prepare a written report summarizing any maintenance and repair concerns once per year.

Additionally, RowCal will dispatch RCM to utilize aerial drones to inspect and photograph the conditions of the Association’s roofs once per year. RCM utilizes the Kespry Drone technology to capture hundreds of high definition photos that are time stamped of the current roof conditions. This allows RCM to inspect all areas of the roofs and compile a report showing the exact condition of the roof on the date of the inspection. RCM uses this information to gauge the remaining life of the roof and identify items that need to be addressed. It also allows RCM to determine if there is storm damage on the roofs that would support an insurance claim.

Upon request from the Association, RCM will prepare a request for proposals (“RFP”) to repair any damage uncovered by its drone inspection. Upon acceptance of a repair proposal, RCM will schedule and coordinate that work with the chosen vendor. The cost of any such repairs will be billed directly to the Association per the terms of the accepted proposal.

## VI. CONSTRUCTION, MAINTENANCE AND REPAIRS.

RowCal will contract with RCM or other qualified vendors on behalf of the Association to perform emergency and non-emergency maintenance and repairs.

The cost of emergency and non-emergency maintenance and repair services will be billed to the Association on either a time and materials basis at prevailing market rates or an insurance proceeds basis as applicable.

“Emergency maintenance and repairs” shall mean maintenance and repairs to address: (i) actual damage to real or personal property resulting from fire, wind, flood, or other weather conditions; or (ii) actual damage to real or personal property resulting from events, circumstances, or conditions precipitating the involvement of the police or other



governmental emergency responders; or (iii) an immediate health and safety risk or an immediate risk of additional loss or damage to real or personal property if not timely mitigated.

Unless otherwise agreed by the parties in writing, RowCal shall have the power and authority to spend any amount and incur contractual obligations in any amount to perform emergency maintenance and repairs.

“Non-Emergency maintenance and repairs” shall mean any maintenance and repairs other than emergency maintenance and repairs as defined above. This includes ordinary maintenance and repairs that do not involve an immediate health and safety risk or an immediate risk of additional loss or damage to real or personal property if not mitigated.

RowCal shall have the authority to approve any non-emergency maintenance and repairs that do not exceed \$2,500.00 without the Association’s approval. The Association must approve any non-emergency maintenance and repairs estimated to cost more than \$2,500.

## VII. OPTIONAL SERVICE: MONTHLY PROPERTY UPKEEP.

If accepted by the Association as indicated on page 1 of this Agreement, RowCal, by and through RCM, will provide monthly property upkeep services set forth in this section.

In exchange for payment of **\$775.00/Month**, RowCal will dispatch RCM once per month to perform routine property maintenance work at the property. RCM shall provide the Association with up to Seven (7) hours of routine property maintenance work and a material allowance of no more than one hundred (\$100.00) per month.

Routine property maintenance work shall include minor exterior upkeep and maintenance such as reattaching loose siding; repairing damaged soffits, fascia and trim; cleaning and/or repairing gutters and downspouts, touching up exterior caulk and sealant on exterior penetrations; minor tuckpointing work; minor fence repairs; light bulb replacements; exterior touch-up painting; and light carpentry work.

Specialty services such as roofing, electrical work, plumbing, HVAC, mechanical work, irrigation, landscaping, and asphalt/flatwork are not considered routine property maintenance work and are not covered by this section.

The Association will determine the exact work to be performed by RCM each month. Any additional work in excess of the allowances set forth above will be billed to the Association at a time and materials basis.

## VIII. CAPITAL PROJECT COORDINATION.

RowCal will provide the Association with capital project coordination services for its capital improvement projects subject to the following terms and conditions:

**A. CAPITAL IMPROVEMENT PROJECT DEFINED.** As used herein, “capital improvement project” shall mean: (i) a new construction, expansion, renovation or replacement project for an existing facility or facilities; or (b) a major maintenance, repair, or rehabilitation project for an existing facility. Examples of capital improvement projects include, but are not limited to, roof replacement projects, siding replacement projects, interior renovation of common spaces, and the installation or repair of swimming pools and other recreational facilities.

**B. PROJECT ADMINISTRATION SERVICES.** RowCal’s project administration services shall include the following:

**1.** Attendance and/or preparation and delivery of meetings, presentations, communications, and mailings as required for properly implementing, promoting, communicating, and managing the project.

2. Assisting the Board with identifying and retaining necessary consulting professionals (e.g., engineers, architects) to prepare the plans and specifications, including the applicable scope of work, jobsite requirements and contractor qualifications (e.g., licensing, insurance, and bonding) for the capital improvement project.
3. Solicitation, analysis, comparison, and presentation of qualifying project bids from licensed and insured contractors and other vendors for the capital improvement project.
4. Communicating with the unit owners regarding the capital improvement project and responding to all unit owner questions and concerns relating to the same.
5. Assisting the Board with budgeting and obtaining financing for the capital improvement project.
6. Communicating with the Association's retained contractors and consulting professionals regarding the work schedule for the capital improvement project and facilitating the same as necessary to ensure the timely completion of the same.
7. Ensuring that the Association's contractor for any capital improvement project obtains all necessary inspections of the work by the appropriate municipal building officials.
8. Reviewing progress claims and invoices from the Association's retained vendors for their work on the capital improvement project before the same are submitted to the Association for payment.
9. Obtaining lien waivers from the Association's retained vendors for their work on the capital improvement project.
10. Delivering to the Association a complete record of all material documents relating to the capital improvement project. Material documents include: (1) the contract or contracts; (2) written warranties, if any; (3) inspection records, if any; and (4) lien waivers.

RowCal's cost for this service is included in the pricing options presented per project.

## IX. COLLECTION COORDINATION SERVICES.

RowCal will assist the Association in collecting past-due assessments from its members pursuant to the Association's written collection policy.

RowCal will retain a qualified independent law firm on the Association's behalf to: (1) review the Association's collection policies and procedures to ensure that they comply with the Governing Documents and applicable laws; and (2) prepare a written collection policy for the Association that complies with the Governing Documents and applicable laws. RowCal has negotiated a one-time flat fee of Five Hundred Dollars (\$500.00) for this work, which will be billed directly to the Association.

Upon completion of this legal review, RowCal will send collection notices to past-due homeowners consistent with the Association's written collection policy. RowCal will charge the Association for its services as set forth in the Services Addendum attached to this Agreement as **Exhibit A**.

RowCal will retain a qualified independent law firm on the Association's behalf to collect past-due assessments on behalf of the Association and will transfer accounts to that law firm consistent with its written collection policy. Collection fees incurred by the Association will be billed directly by law firm and are not included in the pricing described in this

Agreement. However, RowCal will assist the Association in assessing such costs back to the delinquent Unit as permitted by the Governing Documents and/or State law.

## **X. LEGAL SERVICE PROCUREMENT AND COORDINATION.**

RowCal will retain a qualified independent law firm on the Association's behalf to represent the Association in matters that may from time to time arise. The law firm will bill its legal fees directly to the Association and are not included in the pricing described in this Agreement.

## **XI. REALE DISCLOSURE CERTIFICATE PREPARATION.**

RowCal will provide the Association's members with resale disclosure information as required by law and as requested by owners who desire to sell or refinance a unit. The cost of providing such information is a separate fee and will be charged to, and payable by, the owner who desires to sell or refinance a unit.

RowCal will attempt to use the most current information available for such disclosures. However, the Association shall indemnify RowCal for any claim or suit related to alleged errors or omissions in a resale disclosure document, in accordance with the indemnification provisions of this Agreement.

## **XII. OPTIONAL SERVICE: RENTAL MONITORING AND ADMINISTRATION.**

If accepted by the Association as indicated on page 1 of this Agreement, RowCal will provide the rental administration services set forth in this section.

The Association authorizes RowCal to retain a qualified law firm on the Association's behalf to: (a) review the Governing Documents and Rules and Regulations to ensure that they comply with all applicable federal and state anti-discrimination laws; (b) determine whether the cost of this program can be billed back the rented Units; and (c) prepare a legal opinion letter for the Association regarding the same. RowCal has negotiated a flat fee of \$500.00 for this work, which will be billed directly to the Association and is not included in RowCal's rental monitoring and administration fee.

After the legal review has been completed, RowCal will assist the Association in enforcing its rental policies and restrictions. Depending on the contents of the Association's governing documents, RowCal's services may include the following:

- Creating, maintaining, and updating a master list of all rented Units and the names, telephone numbers, and e-mail addresses of their tenants;
- Collecting and retaining copies of the written lease agreements for all rented units;
- Collecting and retaining copies of any required rental licenses from Owners who are leasing their units;
- Collecting and retaining copies of any insurance policies the Association may require Owners and/or their tenants to maintain;
- Ensuring that all Owners who are leasing their Units have provided their tenants with copies of the Association's governing documents;
- Creating, maintaining, and updating a waiting list of all Owners who have requested to lease their Unit; and
- Assisting the Association in enforcing any violations of the rental restrictions in the governing documents.

If the Association's attorney determines that the per-Unit administrative cost for these services back to rented Units, then RowCal will assist the Association in doing so.

### **XIII. PAYMENT.**

Fees due to RowCal under this Agreement are due and payable monthly on the first day of each month. The Association authorizes RowCal to pay its fees, plus any additional compensation owed to it, out of its operating account. The Association further authorizes RowCal to hold one month's management fee in its account to ensure payment in the event this Agreement is terminated.

If this is an initial agreement, and not a subsequent renewal, a one-time start-up fee in the amount of \$495 will be due and payable the first week of management. There shall be no penalty provision for late payments if RowCal is responsible for making such payments.

All fees set forth in this Agreement are nonrefundable.

### **XIV. INSURANCE.**

The Association shall carry at its expense, broad form public liability, boiler, elevator liability, fidelity, directors and officers, and other insurance as needed, naming the Association and RowCal as insureds in an agreed upon amount adequate to protect their respective interests, in form, and substance which is reasonably satisfactory to RowCal and the Association. The Association shall furnish to RowCal an insurance policy declarations page evidencing the existence of such insurance. Unless the Association provides such insurance within thirty (30) days from the date of this Agreement, RowCal may, but shall not be obligated to, place said insurance and charge the costs thereof to the account of the Association.

RowCal shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

1. Commercial General Liability with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of RowCal under this Agreement.
2. Crime and Fidelity coverage with limits of no less than \$1,000,000.
3. Worker's Compensation with limits of no less than the minimum amount required by applicable law.
4. Commercial Automobile Liability with limits of no less than \$1,000,000, combined single limit.
5. Errors and Omissions/Professional Liability with limits of no less than \$1,000,000.

RowCal shall provide the Association with copies of its certificates of insurance evidencing the above coverages. Evidence of insurance will be provided on a periodic basis as coverages are renewed.

## **XV. ACCURACY OF INFORMATION.**

The Association agrees and represents that it shall provide RowCal accurate information, including, but not limited to, information concerning the account status of Members. RowCal shall not be liable for any damages, costs or expenses should RowCal rely on inaccurate information provided by the Association. The Association understands and acknowledges that lot ownership information provided by RowCal to the Association comes from various sources which may include a search of the public records by RowCal. RowCal does not guaranty or otherwise warranty the accuracy, timeliness or completeness of this information and shall not be responsible for incorrect, incomplete, or out of date information contained in the public records. RowCal shall have no obligation to verify the identity of a lot owner as provided by the Association or as found in the public records and shall not be liable for damages, costs or expenses incurred by the Association based upon inaccurate information provided by the Association or found in the public records.

## **XVI. INDEMNIFICATION AND REIMBURSEMENT OF LEGAL EXPENSES.**

RowCal acts at the direction of the Association. The Association understands and agrees that RowCal should not be subject to liability for carrying out the Board's instructions. Accordingly, the Association agrees that if RowCal is sued for actions taken on its behalf, then it will defend (i.e., pay a lawyer of RowCal's choice to represent it in the lawsuit) and indemnify (i.e., pay a money judgment entered against RowCal) RowCal in that lawsuit to the fullest extent permitted by federal and state law.

The Association further understands and agrees that it shall not have a duty to defend and indemnify RowCal as long as the insurance policies required by Section XIV of this Agreement are providing for RowCal's defense and indemnification.

Notwithstanding the foregoing, the Association does not have any obligation to defend or indemnify RowCal in any lawsuit arising out of actions that were not taken by or on behalf of the Association, actions that were grossly negligent, actions that were criminal, and/or actions that were willful and malicious.

## **XVII. AMENDMENTS.**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and replace, supersede and nullify all prior agreements or arrangements between the parties relating to such subject matter. No amendments, additions, or deletions to this Agreement or its attachments will be valid unless made in writing and signed by the parties hereto. Except as specifically set forth herein, a party may only waive compliance with this Agreement through a written agreement signed by that party.

## **XVIII. NOTICES.**

Any notice required or permitted under the Agreement shall be given when delivered or when deposited in the United States mail as certified mail addressed as follows:

TO ASSOCIATION:

\_\_\_\_\_  
Current Board President Address

TO AGENT:

RowCal Management CO, LLC  
3720 Sinton Rd, Ste 200  
Colorado Springs, CO 80907

## **XIX. DESIGNATED THIRD-PARTY VENDORS.**

RowCal has selected the following third-party vendors to provide certain professional services specified in this Agreement, and the Association authorizes RowCal to utilize these vendors on its behalf.

**Marigold Home Inspections**

[www.marigoldhomeinspections.com](http://www.marigoldhomeinspections.com)

**Structure Tech**

[www.structuretech.com](http://www.structuretech.com)

**RowCal Construction and Maintenance, LLC**

[www.rowcal.com](http://www.rowcal.com)

**Allstar Construction and Maintenance, LLC**

[www.allstartoday.com](http://www.allstartoday.com)

**Smith Jadin Johnson, PLLC**

[www.sjjlawfirm.com](http://www.sjjlawfirm.com)

**Community Association Insurance Consulting, LLC**

[www.caicons.com](http://www.caicons.com)

**Finite Business Solutions, LLC**

[www.finitebusinesssolutions.com](http://www.finitebusinesssolutions.com)

**Archer**

[www.archernowdata.com](http://www.archernowdata.com)

**CenterState**

[www.centerstatebank.com](http://www.centerstatebank.com)

**CINC Systems**

[www.cincsystems.com](http://www.cincsystems.com)

**Appfolio**

[www.appfolio.com](http://www.appfolio.com)



**SERVICES ADDENDUM  
EXHIBIT A**

RowCal will charge additional fees for the following services:

<b>Administrative Services</b>	
Loan Processing and Administration	1% of the Total Loan Amount
FHA, HUD, and/or VA Certification	\$1,500.00 per application
Court appearances, depositions, or consultations with attorneys in connection with litigation filed on behalf of or against the Association.	\$175.00 per hour
Tax Preparation and Filing	\$295.00
Audit and/or Review Coordination	\$250.00
Workers Compensation Audit	\$500.00
<b>Collection Services (billed back to delinquent owner)</b>	
Collection Notices – 2 <sup>nd</sup> Notice and on	\$25.00 per letter
Forward Attorney / 3 <sup>rd</sup> Party Collections	\$100.00 per account
<b>Resale Fees (not billed to Association)</b>	
Dues Current Letter	\$150.00
Resale Disclosure Package (included status letter)	\$300.00
Seller Required Disclosure Package (documents ONLY)	\$150.00
Refinance Dues Current Letter	\$100.00
Standard Lender Questionnaire Bundle	\$150.00
Premium Lender Questionnaire Bundle	\$200.00
Dues Current Letter (Update)	\$50.00
Expedited Fee	\$100.00
Transfer Fee	\$150.00

**The pricing identified herein may be changed upon ten (10) days written notice to the Association.**

## STANDARD (7-10 Business Day Response)

First Hour Charge (FHC) = Fuel, Drive time, Overhead, Access & ½ hour on site. First Hour Charge:  
Hour Charge: \$150.00 (1 Story or Less)  
First Hour Charge: \$225.00 (2 Story)  
First Hour Charge: \$300.00 (3 Story or Greater)  
Standard Hourly Rate: \$75.00/hour billed at 15-minute increments after the first hour

## RUSH (Response within 48 Hours)

First Hour Charge (FHC) = Fuel, Drive time, Overhead, Access & ½ hour on site. First Hour Charge:  
Hour Charge: \$225.00 (1 Story or Less)  
First Hour Charge: \$325.00 (2 Story)  
First Hour Charge: \$425.00 (3 Story or Greater)  
Standard Hourly Rate: \$75.00/hour billed at 15-minute increments after the first hour

## EMERGENCY/AFTER HOURS

First Hour Charge (FHC) = Fuel, Drive time, Overhead, Access & ½ hour on site. First Hour Charge:  
Hour Charge: \$250.00 (1 Story or Less)  
First Hour Charge: \$350.00 (2 Story)  
First Hour Charge: \$450.00 (3 Story or Greater)  
Standard Hourly Rate: \$90.00/hour billed at 15-minute increments after the first hour

**The pricing identified herein may be changed upon ten (10) days written notice to the Association.**