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Titanium Real Estate, LLC, 419 Howard Ave Unit A Lakeland, FL 33815
Titanium Lakeland.Com

ASSOCIATION MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into by and between Titanium Real Estate, LLC, a Florida limited liability company (hereinafter, “TRE”) and the Management Committee or Board of Directors (hereinafter the “Board”) of “ YOUR ASSOCIATION, INC” (hereinafter the “Association”), not individually but on behalf of all of the owners from time to time in units in the Association and on behalf of the Association which is organized or is to be organized pursuant to the statutes of Florida. TRE, Association and Board are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, under the provisions of the purchase contract with the purchaser of each property in the Association, the Declarations; Bylaws; Covenants, Conditions and Restrictions and all other governing documents of the Association, the owners delegate the authority to manage the Association to the Board.

WHEREAS, the Board, on behalf of the owners, desires to contract TRE to manage the Association, and TRE desires to be contracted to manage the Association.

AGREEMENT:

1. **Engagement.** The Board hereby exclusively engages TRE to manage the Association for a period of 2 (two) years, beginning XXXX 1, 2025 and thereafter renewed for yearly periods, unless on or before sixty (60) days prior to the expiration of the initial term or on or before sixty (60) days prior to the expiration of any such renewal period, either party shall notify the other in writing that it elects to terminate this Agreement, in which case this Agreement shall be terminated at the end of the period.
2. **Property Management Obligations.** TRE shall manage the Association pursuant to the terms of this Agreement and for the applicable period(s). TRE shall perform the following services in the name and on behalf of the Board, and the Board hereby gives TRE the authority and powers required to perform these services:
 - 2.1. **Assessments.** TRE shall collect and, as necessary, receipt for all monthly or other assessments and other charges due to the Association and all rental or other payments from concessionaires, provided that TRE shall have no responsibility for collection of delinquent assessments or other charges except sending notices of delinquency. TRE will refer all delinquent accounts to collections. The collection agency will take over those accounts until paid in full. (unless otherwise agreed upon in an executed writing).
 - 2.2. **Receipts.** TRE shall maintain records showing all its receipts and expenditures relating to the Association and disbursement statements for the preceding month. All reports are always available 24/7 to the board members through their portal. Board members may also have access to “Read Only” file of online banking information/statements as an additional user.

- 2.3. Budget.** TRE shall assist board in preparing a recommended budget for the next year showing anticipated receipts and expenditures for such year at or before the November board meeting of each year.
- 2.4. Summary.** Any audit required by the Board shall be prepared at its expense by accountants of its selection.
- 2.5. Maintenance.** Subject to the direction and at the expense of the Association, TRE shall cause the common elements of the Association to be maintained according to appropriate standards of maintenance consistent with the association.
- 2.6. Vendors.** Based on the budget, job standards, or wage rates previously approved by the Board, TRE will assist, board to negotiate vendor or contractor agreements, and if necessary, supervise and discharge vendors, contractors, and other personnel required to maintain and operate the Association properly. All such personnel shall be vendors or contractors of the association and will be required to carry their own liability insurance policy and have copy on file.
- 2.7. Taxes.** TRE shall prepare year-end tax packet for all returns and other instruments and perform all acts required of the Board as an employer under FICA, the FUTA, Subtitle C of the Internal Revenue Code of 1954, and the Florida State Income Tax Act with respect to wages paid by TRE on behalf of the Board and under any similar law.
- 2.8. Services and Equipment. (If Applicable)** Subject to the direction of the Board, TRE shall negotiate and execute on behalf of the Board contracts for water, electricity, gas, telephone, and such other services for the common elements of the Association as may be necessary or advisable. All such purchases and contracts shall be in the name and at the expense of the Board and/or Association.
- 2.9. Common Expenses.** TRE shall pay from the funds of the Board and/or Association all expenses incurred by the Board and/or Association relating to the operation of the common elements of the Association.
- 2.10. Insurance.** TRE shall maintain appropriate records of all insurance coverage carried by the Board and/or Association. TRE shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the operation of the common elements of the Association including any damage or destruction to them.
- 3. Expenditures.** TRE may, on behalf of the Board and without prior consent, expend any amount or incur a contractual obligation up to \$1,000 required to deal with emergency conditions which may involve danger of life or property, may threaten the safety of the Association or the occupants, or may threaten suspension of any necessary service to the Association.
- 4. Maintenance and Repairs.** Notwithstanding any other provision of this Agreement to the contrary, TRE has no authority or responsibility for maintenance of or repairs to non-common elements in the Association.
- 5. Collections.** All monies collected by TRE on behalf of the Board shall be deposited in a custodial account in a state or national bank where deposits are insured by the FDIC separate and apart from TRE's own funds.
- 6. Services.** TRE shall be paid as outlined below:

 - 6.1. Management Services.** The Board shall pay TRE a management fee equal to \$XXXX per month. The management fee shall be paid monthly in advance. Hard costs (including labor, and materials), for mailing of notices to homeowners, etc. shall be billed back to Association by TRE. In addition, TRE shall receive a one-time start-up fee of one month's management fee management fee (\$XXX upon the execution of this Agreement. This includes the on-boarding fees to software.
 - 6.2. Exceptions.** TRE may charge its standard hourly rate of \$75.00 for services provided outside the scope of Agreement, which include but are not limited to: records requests from homeowners, and attorneys, attendance at

court hearings, etc.

- 6.3. Title Requests.** TRE shall charge a fee to title companies, mortgage brokers, real estate agents and/or property sellers for providing requested information to process the close of sales of units within the Association. For this reason, the response to the title companies, mortgage brokers, real estate agents and/or property sellers is billed through the closing costs of the sale of the property. While TRE will have information to respond to the requests on behalf of the Association, the responsibility to respond is not a part of the services offered and paid for as part of this Agreement. (We use third party "Homewise Docs" to ensure compliance and use prevailing rate for pricing).
- 6.4. Collections and Foreclosures.** TRE may charge its standard processing fees to delinquent homeowners upon homeowner being sent to attorney for collections or foreclosure. (Currently TRE is using a collections company that does not charge the HOA nor the management company).
- 6.5. Software Solution.** TRE will use software to manage the association. The software provides online access to both homeowners and board members to review financial reports, governing documents, and status updates for all projects within the community. The cost for accounting and communications software is included in your monthly fee.
- 6.6. Association Site Visits.** TRE Will perform monthly inspections of exterior of homes to ensure uniformity and process any courtesy notices and/or violations of compliance. TRE shall be paid a \$75.00 site visit for each visit to the Association, as needed.
- 6.7. Board Meetings.** TRE agrees to attend Annual meeting and Quarterly meetings should the board deem necessary. Meetings can be via Zoom. Additional Meetings: TRE shall be paid \$250 per additional standard meeting outside of contract.
- 7. Property Manager.** The Property manager shall be custodian of the official records of the Board and the Association.
- 8. Liaison.** The Board shall designate a single individual who shall be authorized to deal with TRE on any matter relating to the management of the Association. In the absence of any individual designated by the Board, the President of the Board shall have this authority. If universal email is used, the board member responding or sending email shall sign their name.
- 9. Structural Limitations.** TRE shall have no authority to make any structural changes in the Association or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life, property or which are immediately necessary for the preservation and safety of the Association or the safety of a homeowner and occupants or as required to avoid the suspension of any necessary service to the Association.
- 10. Compliance.** The Board represents to TRE that all real and personal property of the Association is in compliance with City, County, State, Federal, or any public agency ordinances, laws, rules, or regulations, and agrees to indemnify, defend and hold TRE harmless of and from all loss, cost, expenses, and liability which may be imposed on them, or any of them, by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.
- 11. Indemnification.** The Association shall:
 - 11.1.** Indemnify, defend, and hold TRE harmless from and against all manner of loss, damage and liability (including court costs and attorney's fees) arising from any claim made against TRE or loss incurred by TRE as a result of or in any way arising from, relating to, or connected with TRE's obligations identified within this Agreement (unless, in either case, TRE is finally adjudicated to have personally and not in a representative capacity violated constitutional provisions, statutes, ordinances, laws, or regulations), or as otherwise directed by the Board.
 - 11.2.** Notwithstanding, any other provision in this Agreement, TRE shall be liable for any gross negligence or willful misconduct committed by TRE or TRE employees acting within the scope of their employment.
 - 11.3.** Should the HOA have employees the Board agrees to carry at its own expense public liability and workers' compensation insurance naming the Board and TRE. This insurance shall be sufficient to protect their interests in form, substance, and amounts reasonably satisfactory. The Board shall furnish to TRE certificates evidencing the existence of such insurance.

- 12. TRE Cancellation.** In the event it is alleged or charged that the Association or Board fails to comply with, or is in violation of, any: constitutional provision; statute; ordinance; law; regulation of any governmental body; or any order or ruling of any public authority or official, and TRE, in its sole and absolute discretion, considers that such action or position of the Association or Board may result in damage or liability to TRE, then TRE shall have the right to cancel this Agreement at any time by written notice to the Board. This cancellation shall be effective upon the service of such notice. Such cancellation shall not release the indemnities of the Board set forth in sections 9 and 10 above and shall not terminate any liability or obligation of the Board to TRE for any payment, reimbursement, or other sum of money then due and payable to TRE hereunder.
- 13. Board Cancellation.** This Agreement may be canceled by either party before the termination date specified in section 1 on not less than sixty (60) days prior written notice. If board is cancelling management such notice is accompanied by payment to TRE of a cancellation fee equaling two months management fee.
- 14. Notice.** Any notice required or permitted to be served hereunder may be served by registered mail, certified mail or hand-delivery as follows:
- If notice is being served on Titanium Real Estate, LLC, 419 Howard Ave Unit A Lakeland FL 33815; and
- If notice is being served on the Board, then service is to the President of the Board, YOUR Homeowners Associations, Inc., 321 YOUR Drive, YOUR TOWN FL XXXXX. Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mails.
- 15. Dispute.** See Exhibit A.
- 16. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of TRE and the administrators, successors, and assigns of the Board.
- 17. Costs and Attorney Fees.** Notwithstanding anything to the contrary provided herein, should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorneys' fees incurred therein and herewith.
- 18. Construction.** In construing this Agreement, and in determining the rights of the Parties hereto, no party shall be deemed to have solely drafted or created the Agreement.
- 19. Entire Agreement.** The Parties agree that this Agreement constitutes the entire Agreement of the Parties hereto with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement is intended to replace, supplant, supersede and/or merge all prior oral and/or written agreements, negotiations and/or understandings and this Agreement represents the entire Agreement between the Parties.
- 20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and any action relating to this Agreement or the breach or enforcement thereof shall be brought and maintained in the appropriate Court of the State of Florida, each of the Parties hereto consenting the exclusive personal jurisdiction of such courts as if they were personally present in such State.
- 21. Execution by Counterpart.** This Agreement may be executed in counterparts and shall be deemed fully executed by the Parties when counterparts hereof have been signed by each of them whether or not signatures of the Parties appear on the original or any one copy of this Agreement.
- 22. Facsimile, Scanned and Photocopies of Documents.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. Photocopies of any of the foregoing shall also be the same as delivery of an original.
- 23. Severability.** The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality

and enforceability; any such portion not enforceable shall not affect the remaining terms of this Agreement.

- 24. Modification.** This Agreement may not be modified or waived other than in writing signed by all of the Parties bound hereto.
- 25. Representation.** The Parties hereby expressly state that each has been counseled that it is desirable to obtain independent counsel regarding the terms of this contract and has had the opportunity to be represented by competent counsel, that each has read the foregoing Agreement, knows and understands its contents, has discussed the contents with counsel or has independently determined not to discuss the matter with counsel, and agrees to be bound by its terms.
- 26. Headings.** The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the section or paragraph in which they appear.
- 27. Authority.** Each of the undersigned represents and warrants that he or she has proper authority to enter into this Agreement and to bind such Parties and entities as indicated in this Agreement and that the undersigned is not under any contract or agreement that prohibits entering into this Agreement.

IN WITNESS WHEREOF, Parties hereto affix their respective signatures

TRE

TITANIUM REAL ESTATE LLC

By: _____ Date _____
Cathy Nice, Authorized Representative

ASSOCIATION YOUR ASSOCIATION, INC

By: _____ **Date** _____
President, JANE DOE

Exhibit A

DISPUTE RESOLUTION

1.1 **Resolution before Arbitration.** Each Party expressly waives all rights to any court proceeding, except as expressly provided in Exhibit A. Any litigation, claim, dispute, suit, action, controversy, or proceeding of any type whatsoever, between or involving TRE (and/or any Affiliates of any Party) on whatever theory and/or facts-based, will be processed in the following manner:

1.1.1 Face-to-Face Meeting. First, the Party complaining and the Party against whom the complaint is alleged agree to meet in an in-person, face-to-face meeting held within thirty (30) Days after any Party gives written notice to the other. Each Party shall be responsible for its own costs, including travel, attorney's fees, etc. Parties shall equally share any costs associated with the meeting itself, such as room rental, food, etc.

1.1.2 Mediation. Second, if the issues between the Parties cannot be resolved within the initial thirty (30) Day time-period or the face-to-face meeting, then the disagreement shall be submitted to non-binding mediation before any mediation organization approved by the Parties. If the Parties cannot agree on an appropriate organization or person to conduct such proceedings, the mediation shall be heard by a single mediator from the American Arbitration Association. Both Parties shall bear their own mediation expenses, including costs and attorney's fees, as well as equally splitting the mediator fee, mediation costs, and any other costs associated with the mediation itself (e.g. room rental, food, etc.). If mediation does not resolve the matter, the Parties may proceed to binding arbitration as outlined below in paragraph 1.2.

(a) Location of Meeting or Mediation. Any meeting or mediation will be conducted exclusively at a neutral location within twenty-five (25) miles of TRE's then-current headquarters. Each Party shall bear its own expenses of traveling to the location of TRE's then-current headquarters for the in-person, face-to-face meeting and/or mediation.

1.1.3 Pre-Requisites to Arbitration. Board and Association must strictly follow the process outlined in Sections 1.1.1 - 1.1.2 and is precluded from filing an arbitration claim until the Parties have had the in-person, face-to-face meeting AND attended the mandatory mediation contemplated by Sections 1.1.1 - 1.1.2. However, if TRE is the complaining Party, following TRE providing written notice to Board of its request for an in-person, face-to-face meeting, if Board fails to respond/and or fails to schedule or attend the required in-person, face-to-face meeting within thirty (30) Days from receipt of notice, TRE may proceed immediately to binding arbitration as outlined below in Section 1.2, with no mediation being required.

1.2 Resolution under Arbitration.

1.2.1 AAA; Single Arbitrator. Arbitration will be held before, and in accordance with the arbitration rules of the American Arbitration Association (AAA) or its successor (an organization designated by the AAA or its successor). The Parties may agree to arbitration before another body, but the decision must be mutually agreed upon or arbitration must remain before AAA. The Parties shall agree upon a single arbitrator. If the Parties cannot agree upon the arbitrator then the senior most officer, director or manager of the association under which the arbitration is to take place shall choose a neutral and disinterested arbitrator and such choice shall be final and binding upon the parties. Any arbitration must be conducted by a single arbitrator with at least five (5) years of experience in franchising.

1.2.2 Counsel. Any Party may be represented by counsel and may, with permission of the arbitrator, bring persons appropriate to the proceeding.

1.2.3 Discovery, Other Procedural Matters, Fees, and Costs.

(a) The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of PMI is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the Parties.

(b) The arbitrator may issue summary orders and will have subpoena powers limited only by the laws of the state in which the main office of TRE is located. The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction (subject to the opportunity for appeal as contemplated below).

(c) The Parties to the dispute will have the same discovery rights as are available in civil actions under the laws of the state in which the main office of TRE is then located.

(d) Each participant must submit or file any claim which would constitute a "compulsory counter-claim" (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such compulsory counterclaim which is not submitted or filed in such proceeding will be forever barred.

(e) All other procedural matters will be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in which the main office of PMI is then located.

(f) The arbitrator will have the right to award the prevailing Party his, her, or its costs, fees, reasonable attorneys' fees, expert witness fees, and the like which that Party expended in the preparation for and the prosecution of the case at arbitration.

(g) The prevailing Party shall be determined by the arbitrator using the arbitrator's judgment.

(h) The arbitrator's award will be in writing. On request by any Party to the arbitration, the arbitrator will provide to all disputants a reasoned opinion with findings of fact and conclusions of law, and the Party so requesting will pay the arbitrator's fees and costs connected therewith. There will be no right to appeal the final award, except as otherwise permitted by applicable law.

1.3 Venue, Jurisdiction and Governing Law.

1.3.1 Venue; Jurisdiction. Any meeting/mediation/arbitration will be conducted exclusively at a neutral location within twenty-five (25) miles of TRE's then-current headquarters, or at another location determined by the arbitrator but within the state in which TRE's then-current headquarters is located. The Parties hereto hereby agree to submit to the jurisdiction and venue outlined herein for the purposes hereof.

1.3.2 Choice of Law. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 *et seq.*) or other federal law, this Agreement shall be interpreted under the laws of the State of Florida, without regard to the application of conflicts of law principles.

1.4 Disputes Not Subject to the Meeting/Mediation/Arbitration Process. The following claims are not subject to the face-to-face meeting, mediation and arbitration provisions of this Exhibit: (i) an order of injunctive relief and any related incidental damages; (ii) an action for disputes or claims related to or based on the Marks or the Intellectual Property; or (iii) an order enforcing any covenant not to compete or not to solicit. Any such claims shall be brought exclusively in the state courts of the State of Florida or in the federal courts of the United States which are located in Polk County, Florida. The Parties hereto hereby agree to submit to the jurisdiction and venue of such courts for the purposes hereof