

# ALL FLORIDA SERVICES MANAGEMENT, INC. COMMUNITY ASSOCIATION MANAGEMENT & ACCOUNTING

## MANAGEMENT AGREEMENT

**THIS AGREEMENT**, entered into in duplicate this 26th day of November, 2024 by and between **All Florida Services Management, Inc.**, a Florida corporation having its principal place of business located at 2831 Ringling Blvd., Suite 101A, Sarasota, Florida 34237, hereinafter referred to as the “**AGENT**”, and **The Riverview Association, Inc.**, a Florida corporation not-for-profit having its principal offices located at Sarasota, FL hereinafter referred to as the “**ASSOCIATION**”.

### **WITNESSETH:**

WHEREAS, Association is an entity created under Chapters 617 and Chapter 718 of Florida Statute, which are responsible for the operation of **The Riverview Association, Inc** and has a principal place of business in Manatee County, Florida; and

WHEREAS, the ASSOCIATION has been formed to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, and repair of said Community; and

WHEREAS, the ASSOCIATION desires to engage AGENT and AGENT desires to be engaged by the ASSOCIATION for the purpose of assisting the Board of Directors of the ASSOCIATION, upon the terms, provisions and conditions as hereinafter set forth;

WHEREAS AGENT is a licensed Community Association Management Company engaged in the business of providing management, accounting, and maintenance services, hereby agrees to provide to the Association the services as set forth in this agreement.

ASSOCIATION hereby appoints All Florida Services Management as its Managing Agent, and All Florida Services Management hereby accepts such appointment as Managing Agent of Association in accordance with the terms and provisions of this Agreement and to otherwise perform the obligations as hereinafter set out.

NOW, THEREFORE, in consideration of the mutual covenants herein undertaken, it is hereby agreed as follows:

1. ASSOCIATION hereby engages AGENT, and AGENT hereby agrees to be engaged by the ASSOCIATION to provide the services subsequently described herein for a term of twelve (12) months, such term commencing on the \_\_\_\_\_ day of \_\_\_\_\_. During the term of this Agreement, either party hereto may terminate this agreement at any time upon the condition that the party desiring to so terminate this Agreement (The “Terminating Party”) shall give a minimum 30 day written notice by certified mail to the other party (the “Terminated Party”). If written notice is not received, this agreement, including this termination provision, self-renews for one-year periods on the anniversary date. It is further agreed that AGENT intends to increase the monthly charges effective on the anniversary date of the contract according to the current year with 30 days prior written notice to the ASSOCIATION.
2. The AGENT and the ASSOCIATION hereby agree to following:
  - A. The ASSOCIATION agrees to pay the AGENT for its services \$1,042.00 for management & accounting, due the 5<sup>st</sup> day of each month. This fee shall cover all specified services and labor contained in this contract performed in a professional manner. The ASSOCIATION shall not be obligated to pay any indirect or overhead expenses of the AGENT. In addition, AGENT shall be reimbursed for all emergency expenses and for all those expenses properly authorized by the ASSOCIATION Board of Directors incurred by the AGENT during the performance of its managerial and accounting services under the terms of this Agreement.
  - B. AGENT shall be indemnified by the ASSOCIATION against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon AGENT in connection with any proceeding or the settlement of any proceeding to which AGENT may be a party, or in which it may become involved, by reason of this Agreement, (whether or not it is engaged under the terms hereof at the time such expenses are incurred) arising out of or in connection with the AGENT’S action undertaken with due care and in good faith, or at the expressed direction of the ASSOCIATION’S Board of Directors. If AGENT acts outside his scope of authority and the ASSOCIATION is sued the AGENT agrees to indemnify the ASSOCIATION.

2831 RINGLING BLVD., SUITE 101A SARASOTA, FL 34237  
941-366-7466 FAX 941-364-9322 E-MAIL ALLFLSERVICES@YAHOO.COM

**ALL FLORIDA SERVICES MANAGEMENT, INC.  
COMMUNITY ASSOCIATION MANAGEMENT & ACCOUNTING**

- C. Acceptance of engagement by AGENT shall not operate as an approval or acceptance of prior accounting practices, nor shall such engagement impose a responsibility upon AGENT to audit or investigate prior accounting records of the ASSOCIATION.
- D. In the event a petition in bankruptcy is filed by or against AGENT, or in the event that it shall make an assignment for the benefit of creditors or take advantage of an insolvency act, either party hereto may terminate this Agreement without notice to the other but notice of such action shall be given to the other party as of the date of the petition or date of the assignment.
- E. It is further agreed that THE ASSOCIATION shall maintain full control of their monies authorizing only members of The Board or their appointees to sign the Association checks.
- F. Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination and AGENT shall return all records kept. ASSOCIATION may purchase computer records for cost of materials.
- G. Notices hereunder shall be deemed given when emailed to owners given permission, picked up at The Riverview or deposited in the United States Mail, with postage prepaid,
- H. All Florida Services Management, Inc., has not now, nor has had in the past, any financial or ownership interest in the Developer of said Association”.
- I. There is a fiduciary relationship between Manager and Association and the collection of assessments and other sums for the Association from its members is incident to that relationship.

TO the AGENT: All Florida Services Management, Inc.  
2831 Ringling Blvd., Suite 101A  
Sarasota, Florida 34237

To the ASSOCIATION: The Riverview Association, Inc

- G. All Florida Services Management, Inc., has not now, nor has had in the past, any financial or ownership interest in the Developer of said Condominium”.

ENTIRE AGREEMENT; the foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties’ execution hereof:

- EXHIBIT “A” – Scope of services
- EXHIBIT “B” – Administrative service fee
- EXHIBIT “C” - website

IN WITNESS WHEREOF, the parties here by affixed their hands and seals, the day and year first above written, and hereby certify that the contract has been duly approved by the Board of Directors of the respective corporations.

“AGENT”  
All Florida Services Management, Inc.

By: Margaret L. Kennedy  
President

By: \_\_\_\_\_  
\_\_\_\_\_, as agent for  
“ASSOCIATION”

# ALL FLORIDA SERVICES MANAGEMENT, INC. COMMUNITY ASSOCIATION MANAGEMENT & ACCOUNTING

## **EXHIBIT "A" Scope of Services**

These EXHIBITS are to the Agreement made by and between The Riverview Association, Inc , a not-for-profit Florida Corporation, hereinafter called "Association" and All Florida Services Management, Inc.

RESPONSIBILITIES OF MANAGING AGENT: The role of the Managing Agent is to implement the decisions and the policies established by the Board of Directors of the Association ("Board"). The Board is responsible for the administration of the programs, services, and activities of Association as established in the governing documents and as amplified or clarified by resolution of the Corporation. Subject to direction by the Board, All Florida Services Management's functions, duties, responsibilities, and authority shall include the following:

## **Description of the Management Services.**

1. Communication between AFSM managing agent or any other person assigned to Association to discuss Association business shall be determined by the current Board of Directors, which includes calls, text, email and USPS.
2. Organize meetings of Owners, including the preparation of notices, agenda, and other necessary documents. This includes one (1) Annual membership meeting per calendar year.
3. Organize meeting of the Board, including the preparation of notices, agendas, and other necessary documents. This includes attending the Board meetings, including the budget meeting.
4. Assist the Board of Directors with enforcement of all rules and regulations adopted by the Association and/or in the development of policies and procedures, in a discreet and professional manner.
5. Guide and assist members of the Board in the performance of their obligations, including sharing legal updates.
6. Assist the Board in the administration of the By-Laws, Rules and Regulations, and other policies of the Association's Governing Documents.
7. Keep all records of the affairs of the Association and the Board, including but not limited to, the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, policies, minutes of meetings, copies of contracts, and maintain all such documents in a current status. All such records shall belong to the Association. All records will be maintained electronically.
8. Contract for additional services, as requested by the Board.
9. Conduct negotiations for major repairs and alterations in conjunction with the Association Board of Directors.
10. Maintain vendor files to include; contracts, current insurance certificates and invoices.
11. Provide requested secretarial services at Board of Directors meetings.
12. Assist in the revision of the Condominium' documents, with Board approval,
13. Assist in the implementation and/or review of any insurance program for the community.
14. Employ, as Association employees, and at Association expense, all insured personnel for building maintenance, lawn and grounds care, and security (as required), or contract as authorized Agent of the Association for such services. (We have no employees, only contractors, as recommend by legal)
15. Investigate and report to the Board of Directors any incidents involving fire, theft, storm, and damages to Association Community, including action taken by management.
16. Perform a minimum of 6 inspections of the community and report to the Board of Directors as to the findings of these inspections.
17. Formulate long-range preventive maintenance programs.
18. Coordinate any required emergency repair services.
19. Maintain CAM licenses at all times, pursuant to Chapter 468, Florida Statutes, as amended from time to time.

## **Description of the Accounting Service.**

1. Assist in the formulation of the Association's annual budget.
2. Collection and required billing of maintenance fees.
3. Post all revenue on the Association's books.
4. Maintain separate Reserve bank accounts on behalf of the Association, if required.
5. Furnish the Board of Directors with Association dues delinquent list monthly.

2831 RINGLING BLVD., SUITE 101A SARASOTA, FL 34237  
941-366-7466 FAX 941-364-9322 E-MAIL ALLFLSERVICES@YAHOO.COM

# ALL FLORIDA SERVICES MANAGEMENT, INC.

## COMMUNITY ASSOCIATION MANAGEMENT & ACCOUNTING

6. File delinquency liens through the Association's Attorney as established by the Board of Directors collection policy.
7. Prepare and disburse all expenditures for the Association.
8. Maintain payroll records, if necessary, and submit reports commonly described as 941, 940 and UCT6.
9. Prepare monthly un-audited financial statements, to include: Balance Sheet, Revenue, Expenses, Reserve Analysis, Accounts Receivable Schedule, and any other reports requested by the Board of Directors.
10. Provide necessary assistance to any audit firm employed by the Board of Directors to perform an audit.
11. Supply the necessary information for preparation of the Federal and State Corporation Tax returns to a Tax preparer of the Association's choice.
12. Mail special notices to owners when required and prepare and mail annual financial reports as required by Florida Law.
13. Permit access to Association records by owners as required by Statute.
14. Financial reporting shall include but not be limited to Balance Sheet, Income statement, reserve summary report, AR Aging, prepaid homeowners, bank reconciliation, bank statement(s).
15. Payments can be made by automatic payment to the bank, electronic check and/or credit card.

**EXHIBIT "B"**

**ADMINISTRATIVE SERVICE FEE SCHEDULE**

SET UP FEE UPON TAKEOVER                      \$150.00 or \$1.50 per door or whichever is greater.

**CHARGES AND SUPPLY REIMBURSEMENTS:**

POSTAGE    Actual costs.

COPIES    \$ 0.15 per copy.

LABELS    \$ 0.25 each.

All Outside Printing                              At cost

**ENVELOPES**

    #9 or #10                                        \$ .25 each.

    9 x 12 manila                                    \$ .55 each.

    9 x 12 white printed                         \$ 1.00 (includes printed label).

DOCUMENT/ CC&R's. Copy charges          no less than          \$ 45.00 per set. If printed

Sales/Lease packet – COPIES same as above, Background check \$50 per adult over the age of 18

ESTOPPELS (fees billed to seller/buyer)    subject to change.

    ESTOPPEL REQUEST                         \$ 299.00.

    72-hour turnaround                         +\$ 119.00.

    DELINQUENCIES                                +\$ 179.00.

    Transfer fee                                    \$150.00

COLLECTION LETTERS (paid by association - billed to homeowner).

    First notice (reminder or 10-day letter)    \$ 1.00 – plus other supplies and postage.

    Second notice certified                      \$ 10.00 – plus other supplies and postage.

AFTER-HOURS Assistance additional charges may apply.

**COURT & LEGAL RELATED MATTERS.**

    Mediations, depositions, court appearances, attorney meetings and related legal.

\$ 150.00 per hour.

    Any meeting over 2 hours will be billed in 30-minute increments.

All the above prices are subject to change with 30 day written notice.

2831 RINGLING BLVD., SUITE 101A SARASOTA, FL 34237  
941-366-7466 FAX 941-364-9322 E-MAIL ALLFLSERVICES@YAHOO.COM

# ALL FLORIDA SERVICES MANAGEMENT, INC. COMMUNITY ASSOCIATION MANAGEMENT & ACCOUNTING

This website complies with the new statutory requirements for condos to have a website. Also, it allows unit owners to pay their assessments online as well as see their statement of account. If the association does not want this, please cross out, write declined and initial bottom of page.

## **EXHIBIT "C" – Website**

### **1. CINC WebAxis website**

- a. All Florida Services Management, Inc. will provide WebAxis website as provided by CINC, for Owners of "Association." The website shall be provided by CINC and administered by All Florida Services Management.
- b. COST: \$45.00 –Not included in monthly management base fee. Specific date of launch of the website will be dependent upon setup and the availability of owner records obtained from the previous management company.

2. **Termination of Management Agreement:** In the event of this Management Agreement's termination, Agent shall inform CINC of the same, including the date management services will terminate. As of that date, the website access will be terminated.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**