

**OGDEN & COMPANY, INC., AMO®
CONDOMINIUM PROPERTY MANAGEMENT SERVICES AGREEMENT**

Association's Name: Cudahy Connection Condominiums Association, Inc.

Association's Address: 6000 + 6060 S Buckhorn Ave, Cudahy, WI 53110

Description of Condominium Property: Two buildings with underground parking

Number of Units: 76

THIS AGREEMENT made and entered into by and between Ogden & Company, Inc. ("Manager") and Cudahy Connection Condominiums Association, Inc., a non-stock corporation existing under the laws of the State of Wisconsin ("Association") as of the 1st day of January, 2025. Manager and Association are referred to collectively herein as the "Parties," and each may be referred to individually as a "Party."

The Parties agree as follows:

1. Appointment and Term. Association hereby appoints Manager as the sole and exclusive manager for the Association to perform the management duties set forth herein, subject to the terms and conditions of this Agreement. The initial term of this Agreement shall be one (1) year beginning on January 1, 2025, and ending at midnight on December 31, 2025 (the "Initial Term"). This Agreement shall automatically renew for additional periods of one (1) year each (each, a "Renewal Term"), unless terminated as provided herein. The Initial Term together with any Renewal Terms are, collectively, the "Term." Either Party may terminate this Agreement at the end of the Initial Term or at the end of any Renewal Term, provided written notice is given to the other Party on or before the thirtieth (30th) day prior to the expiration of the Initial Term or the relevant Renewal Term.

2. Manager's Compensation and Expenses.

A. Association will pay Manager a monthly management fee of one thousand nine hundred fifty and 00/100 Dollars (\$1,950.00), along with a one-time set-up fee of \$500 to compensate for computer entry, accounting, and file system set up time. The set-up fee shall be paid in advance. The management fee will be fixed for the twelve (12) months following the execution of this Agreement and shall be annually increased by the lesser of:

- (i) five percent (5%) of the fee for the immediately preceding term; or
- (ii) an amount of the increase in the Consumer Price Index (All Urban Consumers) for the Midwest Area, all items (1982-1984=100) plus one (1%) percent. The computation shall be made by multiplying the fee for the immediately preceding year provided for herein by a fraction, the numerator of which shall be the index figure for the month last available preceding the adjustment month and the denominator of which shall be the index figure for the month prior to the month in which the then current year of the Agreement commenced.

B. The expenses as set forth in Schedule A ("Fee Schedule") shall be billed to Association pursuant to the schedule therein and will be updated annually.

C. Charges for emergency calls that take place after hours shall be subject to the fees as set forth in Addendum 1 - Condominium Management Services Addendum, Section 4.

D. In the event that onsite/site staff is required by the Association, it is hereby agreed that the Onsite/Site Employee Addendum to the Condominium Management Services Agreement shall be attached hereto in its entirety and incorporated as a component of the Ogden & Company, Inc. Property Management Services Agreement.

3. Fees for Legal Advice and Litigation Expenses. Manager may, with approval of Association's Board of Directors (the "Board"), obtain legal advice on behalf of Association regarding compliance with any law affecting the Board, Association, the Property, or similar matters, and Association shall pay all reasonable expenses incurred by Manager in obtaining such legal advice. If such expenditure also benefits others for whom Manager acts in a similar capacity, Association agrees to pay an apportioned amount of such expense. Association shall pay all expenses incurred by Manager (including, but not limited to: reasonable attorneys' fees and Manager's costs, time, and any liability, fines, penalties or the like, in connection with any claim, proceeding or suit involving an alleged violation by Manager or Association, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, taxes, or fair housing [including, but not limited to: any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin or mental or physical handicap]), provided, however, that Association shall not be responsible to Manager for any such expenses in the event Manager is finally adjudged to have personally, and not in its capacity as Association's agent, violated any such law. Nothing contained in this Agreement obligates Manager to employ legal counsel to represent Association in any such proceeding or suit.

4. Additional Fees for Other Items of Mutual Agreement. Non-routine services including, but not limited to, insurance claim administration, assisting in any legal process due to delinquency or other lawsuits, document revisions or legal issues, *ad valorem* tax work, extensive market study or analysis, or other consulting services incurred by Manager or assigned personnel, as applicable, will be negotiated on a per-occurrence basis. For large-scale projects (including but not limited to roof replacement, road/driveway replacement, elevator modernization or replacement) for which Association requests Manager to perform project management services Association shall pay to Manager the applicable fees as set forth in Schedule A. The Board must approve any large-scale projects prior to project commencement (which for purposes of clarity includes securing a specialist, seeking bids, and all other preliminary project research and preparation).

5. Interest on Unpaid Sums. Manager shall have no obligation to advance funds to Association for any purpose whatsoever. Any funds advanced to Association by Manager shall be repaid to Manager immediately upon presentation of a valid invoice. Any sums due Manager under any provision of this Agreement that are not paid within thirty (30) days after such sums have become due shall bear interest at the rate of twelve percent (12%) per annum.

6. Condominium Management Services. In accordance with the terms of this Agreement, Manager agrees to perform the services outlined in Addendum 1 - Condominium Management Services attached hereto and incorporated herein.

7. Staffing. Services under this Agreement will be performed by appropriate staff members, as determined in Manager's sole discretion.

8. Communication. It is expected that the Parties will communicate openly, keep each other informed of all relevant activities and/or issues, and work as part of an integral team. Confidentiality is expected by the Parties, and email shall be the preferred method of communication whenever appropriate and possible. **Using the form attached hereto as Exhibit A, the Association shall designate one (1) Board member to serve as Manager's contact for purposes of all communications related to this Agreement and the services performed hereunder.**

9. Insurance. Manager shall obtain and keep in force worker's compensation insurance, commercial general liability insurance, and coverage for loss or damage caused by acts of Manager when said acts constitute negligence or willful misconduct or criminal wrongdoing. Association shall obtain and keep in force the insurance outlined in Addendum 2 - Association Insurance Requirements attached hereto and incorporated herein. Manager shall be named as an additional insured on all liability insurance maintained with respect to Association. Association agrees to furnish Manager with certificates evidencing such insurance or with duplicate copies of such policies within ten (10) days of the execution of this Agreement. If Association fails to do so, Manager may, but is not obligated to, place said insurance and charge the cost thereof to Association's operating and/or reserve accounts or bill the cost to Association under the terms of this Agreement.

10. Hold Harmless, Release, and Indemnification. Association shall hold harmless, defend and indemnify Manager and Manager's representatives, employees, managers, shareholders, directors, agents, and assigns, from and against any and all loss, expense, damage, liability or claims related to Association's breach of any of its obligations, representations or warranties under this Agreement or otherwise related to this Agreement, and from any damages or injuries to persons or property, including death, by reason of any cause whatsoever either in or about the Property, excluding claims that are the result of the reckless, willful, or criminal misconduct by Manager. If Manager is entitled to indemnity, Association waives any right to contribution from Manager. Manager is not liable to Association and/or its members for any loss or damage caused by the acts of Manager, its representatives, employees, or managers, unless said acts constitute reckless, willful, or criminal misconduct, and Association expressly releases Manager from all such loss or damage. Provided, however, if determined by a court of competent jurisdiction that the limitation in the prior sentence is unenforceable, the parties agree that Manager's exposure shall be limited to an amount equal to three (3) month's monthly management fees as liquidated damages. Such liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

Manager does not assume and is given no responsibility for compliance of Association, the Property, or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, and Association agrees to indemnify and hold Manager, its representatives, employees, managers, shareholders, directors, agents, and assigns, harmless of and from all loss, cost, expense and liability whatsoever, which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes or regulations.

Association hereby waives, releases and discharges Manager, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered or coverable by insurance required under this Agreement, notwithstanding that such loss, claim, expense or damage may have been caused by Manager, its agents or employees, and the Association agrees to look to the insurance coverage only in the event of such loss.

Manager recommends that Association utilize contractors and service providers that carry Worker's Compensation Insurance. In the event Association elects to hire a contractor or service provider that does not carry Worker's Compensation Insurance, Association assumes all responsibility for any losses, expenses, damages, liabilities or claims related to the use of such contractor or service provider.

The foregoing indemnities and release shall survive the termination of this Agreement.

11. Representations and Warranties. Association represents and warrants that it has full power and authority to enter into this Agreement; that there are no written or oral agreements

affecting Association that have not been disclosed to Manager and that to the best of Association's knowledge, there are no recorded easements, restrictions, reservations or rights of way that adversely affect the use of the Property for the purposes intended under this Agreement; that to the best of Association's knowledge, the Property is zoned for the intended use and any and all applicable permits have been secured and are current; that to the best of Association's knowledge, all buildings and their construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like (including, but not limited to: those pertaining to hazardous or toxic substances); that to the best of Association's knowledge, the buildings on the Property contain no asbestos, urea, formaldehyde, radon or other toxic or hazardous substance; and that no unsafe conditions exist.

Association represents and warrants to Manager that none of the following matters are affecting the Property or its use: current governmental orders that are outstanding; accounts payable that are currently not paid to date and older than thirty (30) days; current legal cases pending where Association and/or previous Manager(s) are named as a defendant; current pending insurance claims and other conditions that materially affect the operation of the Property or the ability of Manager to perform and discharge Manager's duties and responsibilities under this Agreement.

The foregoing representations and warranties shall survive the termination of this Agreement.

12. Termination.

A. Association and Manager may each terminate this Agreement at any time if the other shall default in the performance of any of its material obligations under this Agreement. In such event, the Party declaring the default shall provide the other Party (the "Recipient") with written notice thereof setting forth the nature of the default, and the Recipient shall have (i) five (5) days to cure a monetary default or (ii) thirty (30) days to cure a non-monetary default, provided, however, that if the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the Recipient may cure such default by commencing in good faith to cure such default promptly after its receipt of such written notice and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter.

B. Either Party may terminate this Agreement without cause upon a sixty (60) day written notice delivered on or before the first of the month. If Association elects to terminate the Agreement without cause, Association shall pay to Manager a termination fee equal to two (2) months of management fees as compensation for the time and services incurred by Manager in the transition. Manager and Association shall reasonably cooperate in the transition of Association's information to a third party designated by Association.

C. This Agreement shall terminate automatically if: (i) all or substantially all of the Property is condemned or acquired by eminent domain, or (ii) all or substantially all of the Property is destroyed by fire or other casualty as a result of which all or substantially all of the unit owners are unable to continue occupancy of their units; provided, however, Manager and Association shall cooperate to wrap up Association's operations or to transfer any and all of Association's information to a third party designated by Association.

D. Upon termination of this Agreement by either Party, Association shall assume all contracts and outstanding bills incurred by Manager under this Agreement on behalf of Association. In addition, Association shall furnish Manager security, in a reasonable amount satisfactory to Manager, against any obligations or liabilities that Manager may have properly incurred on Association's behalf under this Agreement, but in no event less than one and one-half times (x1.5) the average monthly expenditures of Manager on behalf of Association.

E. Manager may withhold funds for up to ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Following said 90-day period, Manager shall deliver to Association any balance of monies due to Association that were held by Manager with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination and all records, contracts, leases, receipts for deposits, and other papers or documents pertaining to Association. Furthermore, termination of this Agreement shall not relieve Association of the obligation to make any payments to Manager for which there is an obligation incurred prior to such termination.

13. Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement (including, but not limited to, any claim regarding the scope or effect of this Section and any claim that this Section is invalid or unenforceable) or the breach hereof, shall be settled by arbitration in Milwaukee County, Wisconsin, pursuant the then-current statutes under Wisconsin Statutes Chapter 788 - Arbitration. In addition to the foregoing, the Parties agree that for purposes of discovery that each Party (a) shall, upon ten (10) days' written request of the other party, promptly provide the other with copies of all relevant documents related to such dispute; and (b) may conduct up to six (6) depositions. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. The Parties agree that such arbitration shall be conducted by a single arbitrator, who shall be selected using the following procedure: Manager and Association shall cooperate in good faith to name a single arbitrator within ten (10) days of submission of the dispute to arbitration. If the parties are unable to reach an agreement within such time period, then Manager and Association shall each appoint a single arbitrator. Those two arbitrators shall then select a third person to serve as the sole arbitrator.

14. Disclaimers.

A. No Legal, Tax, Accounting, or Environmental Advice. Manager, its agents, officers, and employees do not provide legal, tax, accounting, or environmental advice or services. The services provided hereunder are for management purposes only, and are not intended to provide, and should not be relied on for legal, tax, accounting, or environmental advice. Association agrees and acknowledges that it will consult with its own legal, tax, accounting, and environmental advisors regarding any legal, tax, accounting, or environmental issues relating to its operations, including issues relating to services to be performed under this Agreement.

B. No Assumption of Liability. For purposes of clarity, Manager shall not be liable for, and assumes no liability for (1) any acts or omissions of Association, the Board, the unit owners, or any of the foregoing parties' agents; and (2) any unknown violation by Association, the Board, the unit owners, or any of the foregoing parties' agents of any violation or purported violation of any ordinance, code, statute, or law, including, but not limited to, the Fair Housing Act and environmental regulation.

15. Miscellaneous Provisions.

A. Entire Agreement. This Agreement embodies the entire understanding of the Parties, and there are no further agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

B. Attorney Fees. In the event either Party shall bring legal action for breach of or to enforce this Agreement, the Prevailing Party shall be entitled to reasonable attorney fees and costs, including those relating to any appeal, from the other Party.

C. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application of this Agreement to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by law.

D. No Waiver. The failure of either Party to seek redress for violation, or to insist upon the strict performance, of any covenant, agreement, provisions or condition of this Agreement, shall not constitute a waiver thereof, and such Party shall have all remedies provided herein and by applicable law, with respect to any subsequent act that would have originally constituted a violation.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Each signatory may deliver a signed copy of this Agreement by fax or email and any such faxed or emailed copy shall be deemed to be an original.

F. Binding on Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Association shall not assign this Agreement. Manager may assign this Agreement only in connection with the sale of all or substantially all of the assets of its business. In such event, Manager shall provide thirty (30) days' written notice of such sale. Upon Manager's assignment pursuant to such sale, Manager shall be released from all further obligations and liabilities under this Agreement.

G. Other. Time is of the essence with respect to all terms, covenants and obligations set forth in this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Wisconsin. No provision of this Agreement shall be construed against any Party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

ASSOCIATION

By:  Suzanne Sala 07/25/24
 Print: Suzanne Sala
 Title: President Cudahy Connection

MANAGER

By:  Chad A Emrath 07/25/24
 Chad A. Emrath
 Director of Community Management
 Ogden & Company, Inc. AMO®
 1665 N. Water Street
 Milwaukee, Wisconsin 53202
 Phone: 414-270-4173
 Email: chade@ogdenre.com

SCHEDULE A

Additional Expenses

Charge	Rate	Billing Occurrence
Postage	Actual cost	Monthly
Envelope	\$0.25/each	Monthly
Black & White Copies	\$0.20/each	Monthly
Color Copies	\$0.55/each	Monthly
24-hour Emergency and Answering service	\$3.00 plus Call Rates*	Monthly
Checks	\$0.55 /each	Monthly
Scans	\$.01/each	Monthly
Vantaca / Portal	\$35.00	Monthly
Unit Sale Document Package and Services	\$250.00	Per each sale of a unit

After-hours management Response Rates, billed in 0.25-hour increments		
Monday Through Friday	Current Hourly Rate*	Per occurrence
Saturday	Rate x1.5	Per occurrence
Sunday	Rate x2	Per occurrence
Holidays	Rate x2	Per occurrence

*Standard Rates For Services Rendered Above and Beyond the Scope of the Agreement		
Attendance at Board Meetings	\$135/hour	Per occurrence
Site Visits	\$135/hour	Per occurrence
Administrative Staff	\$85/hour	Per occurrence
Assistant Property Managers	\$100/hour	Per occurrence

Project Management Fees	
Project Cost	Fee Based On Project Cost
\$10,000.00 to \$50,000.00	10%
\$50,000.00 to \$100,000.00	7%
\$100,001.00 to \$400,000.00	5%
\$400,001.00 to \$1,000,000.00	3%
\$1,000,001.00 to \$2,000,000.00	2%
\$2,000,000.00 to \$1,000,000.00	1%

ADDENDUM 1

Condominium Management Services

In accordance with Section 6 of the Agreement, Manager will perform the following services:

A. Accounting and Financial Management Services

1. Prepare the annual budget in conjunction with the Treasurer and/or Board. Manager will prepare an annual operating budget setting forth projected revenues and expenditures for the new accounting year based on anticipated operations and taking into account the general condition of the condominium and the objectives for the ensuing year. The budget will be submitted to Association by the date established in Association's governing documents, if applicable, or thirty (30) days prior to the date of the Annual Meeting.
2. Set up (and maintain, if requested by Association, in which case the additional fees as set forth in Schedule A will apply) checking and savings/reserve accounts in Association's name. All funds collected from Association's owners or otherwise accruing to Association will be deposited in Association's accounts. All costs of establishing said account(s) shall be paid for by Association.
3. Use software specifically designed for condominium associations, which includes providing a web portal for Association, to which Association documents will be uploaded as they become available.
4. Provide payment options for dues, fees, and assessments to unit owners such as direct withdrawal/ACH, Vantaca website, pay on-line using a credit card.
5. Provide bookkeeping for unit owner's dues, fees, and assessments.
6. Process Association dues, fees, and assessments and deposit them in the bank via portal or lockbox.
7. Process approved invoices.
8. Distribute payments to service providers and unit owners.
9. Prepare monthly financial statements and reports (on an accrual basis of receipts and disbursements, itemized according to the budget) and submit those reports to Association. These reports will include:
 - Balance sheets,
 - Income/expense reports,
 - Check registers,
 - Check distribution reports,
 - Accounts receivable/payable reports,
 - General ledgers,
 - Pre-paid dues reports,
 - Delinquency reports, and
 - Bank statements.
10. Provide year-end tax service referrals and compile corporate and employee taxes for Association's tax preparer. Manager will maintain all accounting records in a manner to facilitate an annual audit (or any audit required under Chapter 703 of the Wisconsin Statutes) and the preparation of tax returns by an independent certified public accountant. Such records shall be kept at Manager's office and shall be available for inspection by Association's Officers and Board during regular business hours. Manager does not, however, provide financial audits.
11. Provide 1099 forms to all service providers, if applicable.
12. Process the Annual Stock Report for Association.
13. Manager shall be the exclusive collection Manager for dues, fees, and assessments not paid by unit owners, subject to Section C6 of this Addendum. Manager will have the authority to bill, demand, collect, and receive all dues, fees, and assessments that may be due to Association. Manager will conduct these activities in accordance with applicable law and provide Association with monthly statements.
14. If any fee or assessment is not timely paid, Manager, pursuant to Association's governing documents, may file a lawsuit on behalf of Association, against a unit owner for unpaid fees and/or assessments. Manager will be entitled to reimbursement from Association for all reasonable attorney's fees and court costs incurred and not recovered from the unit owner. Manager does not have the authority to foreclose a lien against a defaulting unit owner unless expressly authorized by Association.

15. Manager will make all required disbursements for Association via bills or disbursement vouchers. Manager will make all disbursements from assessments collected for normal recurring expenses as provided by Association's approved budget.

B. Meeting Management Services

1. Draft Board meeting packets, including agendas (which shall be provided by President), meeting minutes (provided by Secretary of Board), and financial statements.
2. Assist in arranging Board Meetings, Special Meetings and Annual Meetings.
3. Attend one, which shall not exceed one(1), Board Meetings per year, and attend and assist in the preparation of one (1) Annual Meeting per year, each subject to the following terms and conditions:
 - a. All meetings that are scheduled at or after 4:30 p.m. CST shall be conducted via video or teleconference and shall conclude within two (2) hours;
 - b. All meetings are to be conducted on weekdays unless expressly agreed to in writing between Association and Manager.
 - c. If the duration of a meeting either (i) exceeds two hours, or (ii) extends beyond 6:00 p.m. CST, such portion of the meeting will be billed to Association at the rate of One Hundred Thirty-Five Dollars per hour (\$135.00/hour).
 - d. Annual Meetings are to be excepted from 3(a) and 3(c).

C. Board and Association Management Services

1. Abide by the Condominium's governing documents, including without limitation the Declaration, the Bylaws, and the Rules and Regulations, and be authorized to take all such action as may be necessary to comply with all laws, statutes, ordinances or rules of governmental authorities.
2. Assist the Board in the enforcement of the Condominium Bylaws and Rules and Regulations.
3. Work closely with the Board as an advisor, messenger, and facilitator and communicate with the Board of Directors in connection with the performance of Manager's duties. The Board shall designate one (1) of its members who will be designated to communicate with Manager on matters relating to the management of the Property, using the form provided in Exhibit A. Manager shall not accept directions or instructions with regard to the management of the Property from anyone other than the designated member. In the absence of any other designation by the Board, the President of the Board shall be the member deemed to have this authority.
4. Schedule work approved by the Board and advise the Board on the project's status in relation to the schedule in accordance with Manager's customary practices.
5. Work with the Board to maintain a reserve fund for future capital improvement projects.
6. Provide past due letters and collection services (attorney fees, if necessary, are additional).
7. Produce letters and mailings for Association. (See Section 3, Manager's Compensation and Expenses).
9. Monitor spending per the annual budget and provide Board with monthly statements.
10. Assist Association in the maintenance and retention of corporate records in accordance with Wisconsin Statute Section 703.20, including but not limited to, minutes, membership lists, financial records and books, accounts and other records required to be kept by Association by Section 703.20 and will maintain all electronic Property files at Manager's office. Files may be kept on-site and/or on a flash drive where designated.
11. Promptly notify Association or forward to Association any complaints, warnings, notices or summons received by Manager relating to violation of laws applicable to the Property.
12. Provide documents and basic information (for example a payoff statement) required by statute for the sale of a unit on behalf of the association via HomeWiseDocs® or similar site. Provided, however, that the Association (or its legal counsel) shall be responsible for all questionnaires and forms that relate to (a) the structural integrity of the building, and (b) any building code violations.

D. Services Management

1. In order to perform the services required under this Agreement, Manager is authorized to engage any affiliated entity of Manager, provided that the compensation paid for services is competitive with non-affiliated entities providing the same or similar services.
2. Manager may employ and/or otherwise arrange for the requisite personnel required to perform any of the services required under this Agreement.
3. Negotiate and obtain bids/proposals on behalf of Association.
4. Review, and approve invoices for work performed, and goods and services provided.
5. Maintain relationships with outside contractors and personnel.
6. Pass along volume pricing, where available (i.e., recycling, trash removal, bulk cable, window cleaning, mat service, exterminating, cleaning, landscaping, general maintenance, etc.).
7. Manager is responsible, with the assistance and/or guidance of Association, for the maintenance and repair (including but not limited to: landscaping, gutter cleaning, cleaning and such other normal maintenance and repair work as may be necessary) of the grounds, lands, appurtenances, limited common elements and common elements, where appropriate under the governing documents. For any one item of repair, replacement or refurbishing the expense incurred may not exceed the sum of Two Thousand and No/100 Dollars (\$2,000.00) unless specifically authorized by the Board excepting, however, that emergency repairs involving danger, safety or harm to persons or property, or that are required to avoid suspension of necessary services to the Property, may be made by Manager irrespective of the above limitation. Notwithstanding this authority as to emergency repairs, it is understood that Manager will, if at all possible, confer immediately with the Board regarding said expenditures. For all contracts in excess of Two Thousand and No/100 Dollars (\$2,000.00) Manager shall cause the delivery of such contract to Board, and Board shall cause the execution thereof by an authorized Board Member.
8. Coordinate building automation services through professional contractors including, but not limited to, fire alarm system, fire sprinkler system, security system, elevators, HVAC, and plumbing.
9. Work with outside contractors and, on behalf of Association negotiate and obtain all maintenance and service contracts (i.e., fire system monitoring, elevator, mat service, exterminating, landscape, snow removal, exterior window cleaning, and interior/exterior building repairs, cleaning, etc.) This includes obtaining insurance certificates from all such contractors evidencing the satisfaction of insurance requirements that are appropriate for the specific work being done.
10. Provide contacts for other professionals (i.e., reserve advisors, engineers, general contractors, public accountants, attorneys, appraisers, assessors, financial analysts, maintenance professionals, insurance companies, banks and loan officers, as requested. Subject to Association's request, and the Board's subsequent approval and direction, Manager shall work with, retain and employ attorneys, accountants, and other such service providers. The additional fees, as set forth in Schedule A will apply.
11. Manager shall assist Association in providing insurance agency referrals for obtaining insurance policies and coverage.

E. Condominium Unit Owner Related Services

1. Assist in preparing information for unit owners regarding Association's affairs, policies, procedures, and/or amendments to the governing documents affecting the condominium.
2. Communicate with residents and handle unit owner requests.
3. Maintain an updated resident directory with emergency contact information, as provided by the unit owner.
4. Establish an emergency call system for Association and its unit owners and inform the unit owners of the twenty-four (24) hours, seven (7) day-a-week emergency call service. If an emergency call is made outside of regular business hours, the following rates shall be charged to Association, in 0.25 hour increments, based on the day the call is made, as set forth below (and in Schedule A):
 - a. Monday through Friday: the then-current hourly rate
 - b. Saturday: the then-current hourly rate multiplied by one and one-half (x1.5)
 - c. Sunday: the then-current hourly rate multiplied by two (x2)

- d. Holiday: the then-current hourly rate multiplied by two (x2)

Common Elements and Limited Common Elements Services

1. Association grants Manager access at all times to all of the common elements, limited common elements and such other property of Association as may be required in carrying out the functions and purpose of this Agreement. Subject to the limitations of the Association's governing documents, the Board grants Manager access to each individual unit during reasonable hours when necessary for the maintenance, repair or replacement of the common or limited common elements contained therein or accessible there from or for the making of emergency repairs necessary for the protection and preservation of the Property. Association agrees to indemnify and hold harmless Manager and Manager's representatives, employees, managers, shareholders, directors, agents, and assigns for any claims, demands, judgments, or suits that may be brought against or incurred by Manager by reason of Manager exercising its right of access to individual condominium units as provided herein.
3. Notwithstanding any other provision in this Agreement, Manager has no authority or responsibility for maintenance of or repair to individual condominium units. Such maintenance and repair are the sole responsibility of the unit owner. Each individual unit owner may contract with Manager, its representatives or business partners on an individual basis for the provision of certain maintenance and other related services which will be paid in accordance with an agreement between Manager, its representatives or business partners and the individual unit owner.
4. Manager will conduct one site visit annually, which shall not exceed two (2) hours. Additional site visits can be conducted at the direction of the Board at the hourly rate. Manager-initiated inspections are at the discretion of the Manager and at no cost.

ADDENDUM 2

Association Insurance Requirements

In accordance with Section 9 of the Agreement, Association will obtain and maintain the following insurance during the term of the Agreement:

- Insurance against physical damage to the Property (building and contents) (e.g., fire with extended coverage endorsement, boiler and machinery coverage, or other coverages applicable to the Property).
- Worker's Compensation Insurance in amounts required by law.
- Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, insuring against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. Liability insurance shall be adequate to protect the interests of both Association and Manager and in form, substance and amounts reasonably satisfactory to Manager, and any deductible required under such insurance policies shall be Association's expense.
- Directors & Officers (D&O) Insurance with minimum coverage limits of One Million Dollars (\$1,000,000.00). The D&O policy shall also contain a "managing agent's" endorsement naming Manager as additional insured.

EXHIBIT A

Form of Designation of Contact

Pursuant to the Condominium Management Agreement, the Association must designate a Board Member to serve as the primary contact person (the "Primary Contact"). Check the box next to the name of the Primary Contact. In the event that Manager is unable to reach the Primary Contact at the phone numbers listed below, Manager shall be entitled to contact any of the other persons listed below.

Please complete this form and return the same to Manager. If Association fails to provide a completed form, the President of the Association shall serve as the Primary Contact until notice to the contrary is delivered to Manager.

	Name and Position	Daytime Phone Number	Evening Phone Number
☐			
☐			
☐			
☐			
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In the event any of the information provided changes, Association is responsible for providing an updated, completed form to Manager.

Association

By: _____

_____ Date

Print: _____

Title: _____