

BeachyCations

BeachyCations Property Management  
Community Management Contract

THIS AGREEMENT made and entered into this day of 9/23, 2020, between Homeowners  
Aquavista of Panama City Beach Owners Association, inc. (Association) and BeachyCations  
(Agent)

WITNESSETH:

WHEREAS, the Association desires to employ the Agent to manage the Association and the  
Agent desires to be employed to manage the Association in accordance with the terms of this  
Agreement.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. Beginning on the 1<sup>st</sup> day of November 2020 and terminating on the day 1<sup>st</sup> day of November 2021 the Association hereby employs the Agent exclusively to manage the Association for a period of 1 years (12) months. This agreement shall be automatically renewed for a Twelve (12) month period unless one party notifies the other in writing ninety (90) days prior to the applicable termination date by certified mail or email. Notwithstanding the foregoing, this agreement can be canceled with or without cause by either party with a ninety (90) day notice by certified mail or email.
2. The Agent agrees to manage the Association to the extent, for the period, and upon the terms herein provided.
3. More particularly, the Agent agrees to perform the following services in the name of and on behalf of the Association as set forth in Exhibit A; in accordance with the associated cost schedule for such services. The Association hereby gives the Agent the authority and powers to perform these services under the direction of the Board of Directors.
  - A. The Agent shall collect all assessments at a rate determined by the Board of Directors and other charges due to the Association from its members. The Association hereby authorizes the Agent to request, demand, collect, receive and receipt for any and all assessments or charges which may at any time be or become due to the Association and to take such immediate emergency action with respect thereto as the Board of Directors is authorized to take under the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and the By-Laws, Rules and Regulations of Homeowners Association or under applicable laws, rules and regulations.
  - B. The Agent shall maintain records showing all its receipts and expenditures relating to the Association and shall promptly submit to the Board a cash receipts and disbursements statement for the preceding month, reconciled bank statement and a statement indicating the balance in the Association account, for the Association.
  - C. Subject to the direction of the Board of Directors and at the expense of the Association, the Agent shall cause the common areas of the Association to be maintained according to the appropriate standards of maintaining, consistent with the character of the Association, including but not limited to cleaning, decorating, yard care, lawns etc.
  - D. The Agent shall, on behalf of the Association, solicit bids and contracts with outside



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vendors for services and materials which are not shown on Exhibit "A" and are necessary to maintain and operate the Association. Such services shall include, but not be limited to, landscaping, pool cleaning, engineering, painting or other professional management services.

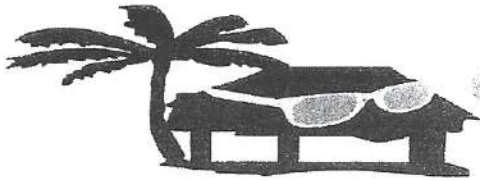
E. The Agent shall execute and file returns and other instruments, and perform all acts required of the Association as an employer under the applicable State and Federal Laws.

F. The Agent shall make appropriate arrangements with the proper utilities for water, electricity and other such services as may be needed from time to time by the Association with consent of the Board. The Agent shall also purchase on behalf of the Association such specialized equipment and tools, appliances, materials and supplies as are necessary for the proper maintenance and operation of the Association. All such purchases and contracts shall be in the name of and at the expense of the Association; but only after Board approval of such purchases which exceed \$500.00, unless the said item is previously budgeted. Notwithstanding the limitations imposed by the preceding sentence, the Agent may, on behalf of the Association and without prior consent, expend any amount or incur a contractual obligation in any amount, required to deal with emergency conditions which may involve danger to life or property or may threaten the safety of the Association or the owners and occupants, or may threaten the suspension of any necessary services to the Association. However, the agent will attempt to notify the Board President prior to any such emergency action and, in any event, the Board will be notified of this situation as soon as possible after any such emergency action is taken.

G. The Agent shall pay from the funds of the Association all taxes, water, sewer, garbage, and all other charges or obligations incurred by the Association with respect to the maintenance or operation of the Association or incurred by the Agent on behalf of the Association pursuant to the terms of this Agreement or pursuant to other authority granted by the Association. Agent shall ensure billing compliance with contracted services.

H. The Agent shall supervise, and where authorized by the Board of Directors in writing, cause to be placed in force, all such insurance deemed necessary by the Board of Directors to protect the Association, its Officers and Directors, including but not limited to, workers compensation insurance, public liability insurance, fire and extended coverage insurance, burglary and theft insurance, flood insurance (when applicable). Agent shall coordinate with the board to insure that all required insurance coverage is continually maintained with no lapse in coverage.

I. The Agent shall promptly investigate and report to the Board of Directors with respect to all accidents or claims relating to the ownership, operation and maintenance of the common areas of the Association property including any damage or destruction thereto, and shall cooperate with the insurance company and make such reports as are required in connection therewith. The Agent shall present to the Association recommendations by qualified agents as to the type and extent of coverage. Agent shall be named as additional insured on each policy.



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J. Agent shall prepare and distribute all notices and announcements to all members including the typing/drafting and distribution of meeting minutes as directed by the Board of Directors and/or state statute(s).

K. Agent shall make onsite visits/reviews to monitor the site, supervise contractors and/or employees. Frequency and duration shall be mutually agreed to by both parties, but not fewer than 24 hours of onsite per week. Agent will prepare a weekly status report which may include observations from the onsite inspections performed that week, and the weekly report will contain status updates on projects underway, observations on landscaping and landscaper performance, status of any pending rule enforcement matters being undertaken by agent, in such other matters as agent deems it necessary to inform the board. Agent will employ two employees to work full time (40hrs) per week to maintain property. There will be at least one maintenance person 7 days per week. Daily tasks for these employees will be decided by the agent and any and all maintenance request shall be made through the CAM. All material and supplies used or for the daily maintaining of the property or special projects will be purchased by the association. Use of the onsite office at 17155 Front Beach Road will be exclusively available to Beachycations while managing the property.

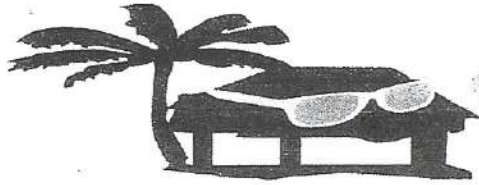
L. Agent shall maintain and update as needed a roster of all lot owners with mailing addresses and shall ensure maintenance and storage of all associations official records pursuant to the requirement of chapter 718, Florida statute and the associations governing documents. Agent shall make official records of the association available to association members when and in the method required by chapter 718, Florida Statutes.

M. The Agent shall assist the Association in enforcing the provisions of the Declaration of Covenants, Conditions and Restrictions; Articles of Incorporation; and By-Laws of the Association and such rules and regulations as are promulgated by the Board of Directors of the Association against resident owners or other persons violating the said Documents. This enforcement assistance shall include but not be limited to, oral or written demands for compliance and the filing of legal action to compel compliance.

N. Agent shall obtain copy of all license and proof of insurance for all builders, contractors or vendors working on association property prior to the start of any project. Such insurance policies shall include at least commercial general liability and workers compensation. Agent shall obtain any additional information from such contractors as may be reasonably requested by the board.

O. Agent shall provide proof of and shall maintain at all times during the term of this agreement workers comp insurance as required by the state of Florida, general liability insurance with minimum limits of liability of one million per occurrence and two million aggregate, automobile liability insurance, and said policy or policies shall list association as additional insured. Agent shall promptly notify association of any reduction, expiration, or cancellation required herein.

P. Agent will cause to be prepared estoppel certificate in a manner in compliance with sec. 718.116(8), Florida statute, and may charge fees for such services not to exceed the limits set forth in said statute



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Q. Agent shall work with the accountants of association to aid in the preparation of any all forms, reports, and returns required by law to be filed by association with any governmental authority and shall see that such forms are timely filed.

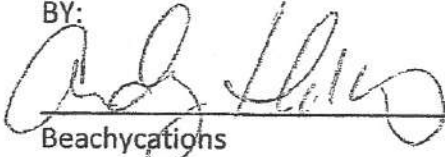
Homeowners Association accounts:

1. All accounts will be with a financial institution where deposits are insured by the Federal Deposit Insurance Corporation. These monies and accounts are to be kept separate and apart from the Agent's own funds. It is understood that such accounts may include other monies received by the Agent in a representative capacity on behalf of the Association and the balance in such accounts will usually not exceed the insurance limits of the Federal Deposit Insurance Corporation for a single account. Such financial institution shall be determined by Association.
2. The Agent, with consent of the Board, agrees that all Agent employees who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a crime policy protecting the Association. Such a policy is to be in the total amount of funds in all Association bank accounts per Florida Statutes and with a company determined by the Association.
3. All expenses of operation and management may be paid from the Associations funds held by the Agent, and the Agent is authorized to pay any amounts owed to the Agent by the Association from such account at any time without prior notice to the Association unless the association has disputed agents entitlement to such payment in writing. The Agent shall have no obligation to advance funds to the Association for any purpose whatsoever.
4. The Association shall pay the Agent a management fee of \$9416.67 per month. This amount may be amended annually as evidenced by the budget approved by the Board of Directors of the Association. The initial set up fee has been waived. The management fee shall be payable on the first day of each month in advance. Expenses incurred by Agent in communication with the Association will be considered an Association responsibility. There will be a 3% annual increase for cost of doing business and the increase will be effective in the November payment of each year.
5. The Agent shall assign a Florida licensed CAM for the Association. Agent shall attend one Annual Meeting of the Association and Board of Directors meetings as mutually determined by both parties and/or as required however, not to exceed four (4) Board of Directors meetings per year. Agent shall waive fee for any additional meetings including special meetings of the members.



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BY:

  
Beachycations

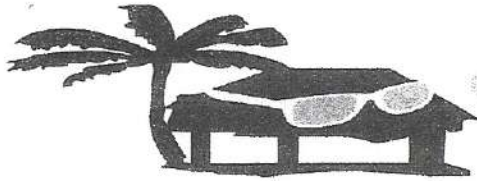
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CAM (Community Association Manager)

Exhibit "A"

General Maintenance as follows:

- 1) Provide common area cleaning and maintenance with tools and supplies provided by the association.
- 2) Empty and clean trash cans
- 3) Clean road frontage and parking lot
- 4) Check and clean dumpster areas as necessary
- 5) Clean mildew off pool area and furniture
- 6) Secure pool furniture for pending storms
- 7) Check lighting and repair if necessary- Materials provided by association
- 8) Perform routine repairs as needed (expense to association)
- 9) Maintain and replace pool signs (expense to association)
- 10) Check and maintain self-closing gates (expense to association)
- 11) Resolve any pool inspection issues
- 12) Maintain and repair fences (expense to association)
- 13) Protect exposed pipes from freezing to best of ability
- 14) Monitor functioning of outside lighting and repair or coordinate repair
- 15) Provide 24/7 contact information for emergencies
- 16) Provide access for major repairs and renovations
- 17) Obtain bid for specific work projects, including competitive bids when required by statute 718.3026(1).
- 18) Perform other duties as assigned by CAM
- 19) Pool certified maintenance tech will be provided



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Miscellaneous Provisions

1. The Association shall carry and maintain, at its sole expense, all liability and compensation insurance necessary and adequate to protect the interest of the association. Agent shall be named on association insurance as additional insured.
2. Upon receipt of warranty information from the Association on installed equipment and structures, Agent shall monitor and ensure the utilization of such warranty provisions as dictated, when repairs are necessary.
3. This Agreement shall be binding upon and to the benefit of the successors and assigns of the Agent and the heirs, administrators, successors and assigns of the Association.
4. The prevailing party in any litigation brought to enforce the terms of this agreement shall be entitled to recover from the losing party reasonable attorney fees and court costs. This agreement and all relationships between the parties hereto shall be construed and interpreted in accordance with the laws of the state of Florida and venue shall lie exclusively in the state court of competent jurisdiction in Bay County, Florida.
5. The terms and conditions of this contract can be amended from time to time with the written consent of both parties. This agreement and attachments supersede all other understanding and agreements between (unless in writing) the parties and constitutes the sole and entire agreement between agent and association. Oral representation not set forth herein cannot be relied upon and are not binding on either agent or association. This agreement may not be modified except in writing signed by all parties hereto and delivered to the party to be bound.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 23 day of 9 2020

Homeowners Association, Aquavista

Johnny M. Daniels  
Witness President of Association

Cynthia H. Parker  
Witness Secretary of Association

Emerald Waters Realty, Inc. DBA BeachyCations

Andy Holby