



MANAGEMENT AGREEMENT

On **11/14/2024**, **The Melrose Homeowners Association of Pickerington, Inc.** (the “**Association**”), located in or about **Melrose Blvd, Pickerington, OH 43147** and **PMI Scioto Metro** (“**Agent**”), located at **1355 King Avenue, Suite 200, Columbus, OH 43212**, hereby enter into this Management Agreement (the “**Agreement**”), under which the Association hereby appoints PMI Scioto Metro as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. **TERM.** This Agreement shall be effective as of **1/1/2025**, and is for a one (1) year term (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the “**Renewal Term**”), unless either party gives written notice not less than sixty (60) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a maximum of 3.00%.
2. **COMPENSATION.** The compensation to which Agent shall be entitled shall consist of the following:
 - a. **Recurring Routine Services.** For Recurring Routine Services, Agent shall be compensated according to the following schedule (the “**Management Fee**”), the current Management Fee being due and payable monthly in advance. Such compensation covers all the expenses of Agent, other than those identified in Exhibit A.

AGREEMENT PERIOD	MANAGEMENT FEE
1/1/2025 – 12/31/2025	\$1,230.00 per month
Startup Fee: NA	Board Meetings: Quarterly (4)
Current Unit Count: 398	Inspections: Monthly (12)

- b. **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (the “**Owners**”), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year, with prior notification to Association.
 - c. **Non-Routine Services.** Agent shall maintain availability for services related to certain non-routine activities, which shall be performed with the prior or implied authorization of the Association’s Board of Directors (the “**Board**”). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association's role as plaintiff, defendant, co defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and



compilation of information requested by the Board, the Association's attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or its membership.

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within thirty (30) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. **ADMINISTRATION OF SERVICES.** Agent shall employ a community association manager, who shall be responsible for the day-to-day management activities at the Property. Agent will provide the Association with efficient business and financial administration, supervision and/or oversight as required within the Agreement, and advisory services that are consistent within the best interests of the Association and standard industry portfolio management practice. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall administer the Association's affairs in accordance with the provisions of policies adopted by the Board and this Agreement, except any changes by the Board that may have a material effect on the workload of Agent or its schedule shall have the concurrence of Agent's President in writing. The Association acknowledges that, at its sole discretion, Agent may enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

In addition, Agent may engage in agreements with third parties to help subsidize, reduce, or eliminate costs normally incurred by the Association. These activities must be disclosed to Association, and shall not be considered to be a conflict of interest or otherwise obligate Agent to take any action except as it may agree to with a third-party or any Owner.



- 4. CONTRACT DOCUMENTS.** Upon commencement of this Agreement, the Association shall provide Agent with:
- a. Specifications for the general and limited common elements (in the case of a condominium association) or common areas (in the case of a homeowners association) and its improvements (the “**Property**”);
 - b. Copies of all guarantees and warranties in effect;
 - c. Copies of the recorded Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association, as amended (collectively, the “**Founding Documents**”);
 - d. Copies of resolutions, policy statements, and rules and regulations in effect that have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes, or supplements thereto issued subsequent to the execution of the Agreement (collectively, with the Founding Documents, the “**Governing Documents**”); and
 - e. Copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

- 5. LIAISON WITH THE BOARD.** The Board shall appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association (the “**Liaison**”). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities. Agent will serve as a liaison between the Board and the Association’s designated attorney regarding legal matters. Notwithstanding the general categorization of Agent as an independent contractor, for purposes of any type of communication with Association’s legal counsel, Agent is deemed the functional equivalent of an employee and the attorney-client privilege between the Association and its legal counsel extends to Agent.
- 6. FINANCIAL MANAGEMENT.** Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:
- a. **Collections.** Agent shall collect (and give receipts due to the Association for, if necessary) all monthly, quarterly, semi-annual, or annual assessments and other monies that are due the Association with respect to the Property and for all rental and other payments from concessionaires, if any. All payments received by the Agent will be applied in accordance with the Governing Documents and State Statutes. Agent shall have no responsibility to collect delinquent assessments or other charges except to send courtesy notices of delinquency. However, if authorized by the Board, Agent may retain and engage Association’s attorney, or a third-party collections agency, to assist with the collection of delinquent assessments, as



deemed necessary by Agent in order to maintain the financial health and well-being of the Property, so long as such engagement does not otherwise transfer, encumber, hypothecate, or sacrifice the Association's entitlement to its budgeted Assessments. By virtue of such engagement, Agent is hereby authorized to transfer, assign, waive, and/or pledge the Association's right to assess applicable interest and late fees.

- b. Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association acknowledges that in an effort to reduce or eliminate Association banking costs, Agent has established financial institution partnerships where the Association may maintain such monetary accounts; recognizing that this may cause Agent to incur additional account maintenance costs (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.), these partnering financial institutions may provide Agent with cost remuneration.
- c. Disbursements.** Agent shall cause disbursements to be made regularly and punctually. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.
- d. Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.
- e. Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, and other such investments at the rates established in Exhibit A. Any investment service fees will be at the expense of the Association. Agent is not a



professional financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.

- f. Annual Budget and Variances.** No less than sixty (60) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget. The annual budget adopted by the Board, as well as this Agreement, shall be the conclusive authorization for Agent to cause routine maintenance of the Property to be performed. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.
- g. Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:
- i. All forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns);
 - ii. Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such;
 - iii. Mortgage lender letters as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and
 - iv. Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.
- h. Information Processing.** Agent shall work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for its work related thereto, and such fees will be the direct income of Agent. The Association shall have no right to such fees. Agent will notify Association of such direct charge upon request.



- 7. GENERAL ADMINISTRATION.** Agent shall establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:
- a. Files and Rosters.** Agent shall maintain records and files of information relative to the administration of the Association and will update the files as circumstances warrant, excluding routine email. Electronic communications such as email or voicemail will not be considered official records of the Association. Such files shall include a roster of known absentee Owners and other data necessary to properly administer the Association's affairs, to the extent that such data has been provided to Agent by the Association, closing attorneys, mortgagees, and others at the point of transfer. Should individual Owners or others not willingly cooperate with the Association or Agent in providing information necessary to maintain up-to-date records, any research cost, including internet searches, to accomplish same shall be an additional Association expense. All office records, books, and accounts maintained either at the Association's offices or in Agent's offices shall be made available for inspection, pursuant to any state regulations, by any and all Owners or their authorized representatives or contract purchasers upon reasonable notice, during regular business hours.
 - b. Meeting Administration and Attendance.** Agent shall supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent shall record the minutes of any meeting if requested by the Board of Directors. Agent shall attend Board meetings up to the amount listed in Section 2(a) and one (1) membership meeting annually. Unless otherwise agreed in advance, meetings will be conducted Monday through Thursday between the hours of 10:00 AM and 8:00 PM. Any meeting which exceeds ninety (90) minutes in duration is subject to extra charges in accordance with the rates in Exhibit A.
 - c. Expenditure Commitment Limits.** Except as otherwise provided in this Agreement, the expenses incurred by Agent for benefit of the Association shall not exceed the sum of \$1,000.00 for any one item of repair or replacement, unless specifically authorized by the Board or its Liaison or provided for in the approved budget of the Association, provided that emergency repairs that involve manifest danger to life or property, are immediately necessary for the preservation and safety of the Property or Owners and their guests, or are required to avoid the suspension of any necessary services to the Association, may be made by Agent irrespective of the cost limitation imposed by this Section.
 - d. Insurance Administration.** Agent shall assist the Board and its qualified insurance broker in meeting the Board's obligation to acquire and maintain all forms of insurance required by the Governing Documents and as dictated by prudent business practice. The Association agrees that its qualified insurance broker is responsible for ensuring the placement of the full scope of insurance necessary for the Association's protection and as required by the Association's Governing Documents.



Agent shall diligently process all claims for which the Association is responsible. Should Agent perform the tasks of a general contractor, including, but not limited to, acting as the supervisor for construction or reconstruction activities for the Association, or should Agent act as administrator, investigator, supervisor, coordinator, processor, or follow-up for insurance losses or any other insurance claim matters on the Association's behalf, Agent shall be compensated at additional hourly rates for such services as outlined in Exhibit A or at a rate of five percent (5%) of the loss, whichever is greater. The compensation for this administration shall be included as part of the claim or billed to the Association if coverage is not included.

- e. **Computer Programs.** If Agent provides the computer program CINC Systems or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.
- f. **Administration of Rules.** Agent, in accordance with Board-adopted policies and Exhibit A, shall inform, in writing, Owners and other residents who may be in violation of the Governing Documents and shall take such actions to attempt to cure such violations as are consistent with Board policy.
- g. **Emergency Services Program.** Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (i.e. storm damage, vandalism, etc.) or personal injury. Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses will be billed in accordance with Exhibit A. After-hour non-emergency responses will occur the following business day and will not be billed.
8. **PHYSICAL SYSTEMS MANAGEMENT.** Agent shall assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Property. Agent has no authority or responsibility for maintenance of or repairs to individual dwelling units. Such maintenance and repairs shall be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner.



On behalf of the Association, Agent shall secure contracts for the maintenance and physical plant operation of the Property, typically through a competitive bidding process, for Board approval. Agent shall oversee these contracts to ensure the cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities and areas, etc. Agent shall make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Deficiencies of a serious nature will be brought to the attention of the Board.

Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent shall not perform, nor be expected to perform, the services that normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

- 9. AGENT'S EMPLOYEES.** The Association recognizes that Agent is legally obligated to take reasonable measures to protect its employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges that Agent may limit its employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, the Association furthermore agrees to take reasonable measures to assist Agent in precluding recurrence of abusive or harassing behavior.
- 10. CONTRACT SUPPLIES AND SERVICES PROCUREMENT.** In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section shall be in the name of the Association.
- 11. ANNUAL AUDIT.** The Association may have an annual audit performed at its own cost. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and shall do such at the hourly rate listed in Exhibit A. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.
- 12. INDEMNIFICATION.** The Association, to the limits and extent of the Association's insurance coverage, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their



respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the “**Agent Indemnitee**”) from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, “**Damages**”), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (x) the Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

Agent, to the limits and extent of the Agent's insurance coverage, will indemnify, hold harmless, and defend Association and its Board members and officers against all liabilities, claims, damages, losses, and expenses, including reasonable attorneys' fees, related to any and all claims against the Association, including its Board members and officers, by any employee of Agent arising or relating to the Agent's employment or other internal policies, rules, or procedures over which Association has no control. If Association, in the enforcement of any part of this indemnity provision, incurs necessary expenses, or becomes obligated to pay reasonable attorneys' fees, or costs within 30 calendar days after receiving written notice from Association.

The provisions of this Section shall survive the termination of this Agreement.

13. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

- a. Comprehensive general liability coverage with limits of no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate;



- b. Umbrella or excess liability insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate;
- c. Directors and officers insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate;
- d. Fire and extended coverage for all Association Property; and
- e. Coverage for all claims related to the integrity of the Association's funds, commonly referred to as employee dishonesty insurance or fidelity bonding, on all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or Agent at any one time, plus the equivalent of three months' operating funds against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds. As used in this paragraph, the term "persons who control or disburse funds of the Association" refers to any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including, but not limited to, the Agent's principals and employees, and the president, secretary, and treasurer of the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent. The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance. If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released from this Agreement.

14. TERMINATION. This Agreement may be terminated by:

- a. Delivery of written notice to the Association, without cause and without penalty, on not less than sixty (60) days prior to the termination date requested;
- b. Delivery of written notice to the Agent, without cause and without penalty, on not less than sixty (60) days prior to the termination date requested;
- c. Mutual written consent of Agent and the Association;
- d. Delivery of written notice to the other party (the "**Defaulting Party**") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or

Any termination of this Agreement for any reason shall be effective on the last day of the month. The Association shall be responsible for all fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term and except for termination pursuant to Section



15(c) or termination pursuant to Section 15(d) where Agent is the Defaulting Party. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

15. TRANSITION. After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

- a. Begin the process of transition to the party identified and authorized by the Board;
- b. Turnover all physical records and digital records (via USB flash drive) to the party identified and authorized by the Board;
- c. Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and
- d. Arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.
- e. Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association. An itemized breakdown of all account balances back to the beginning date of this Agreement will also be provided to the Association.



- f. After receipt of notice of termination, and except as otherwise directed by the Board, Agent will not place any further work order of subcontractors for materials or services.

16. DIGITAL PRODUCTS.

- a. Within a reasonable period after the execution of this Agreement, Agent will cause an interactive digital product (the “**Digital Product**”) to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Digital Product will be password protected, for the free and exclusive use of the Association’s residents who register for this service through the Digital Product. The Digital Product will be operated and maintained by Agent or its service providers and available by hyperlink from Agent’s website. The Digital Product will provide various communication tools, which may include directories, calendars, surveys, and forums. All data submitted to the Digital Product by the Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to Agent for use in operating and maintaining the Digital Product and related services. The Digital Product and all computer programs and code used in the operation of the Digital Product, as well as all intellectual property rights therein, shall be the sole and exclusive property of Agent. Revenue generated from the Digital Product through Association-solicited advertising will be the sole property of the Association. All other revenue shall be the sole property of Agent.
- b. The Digital Product may contain links to other websites. Use of these websites is at the user’s own risk. Agent is not responsible for and does not endorse the content, products, or services of any third-party websites and does not make any representations regarding their quality, content, or accuracy. Agent is not liable for the materials, information, and opinions provided on, or available through, the Digital Product (the “**Site Content**”). Reliance on the Site Content is solely at the user’s own risk. Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Digital Product, the Site Content, and the products and services provided on or available through the Digital Product are provided on an “AS IS” and “AS AVAILABLE” basis. Agent makes no warranty or representation with respect to the quality, accuracy, or availability of the Digital Product and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone’s inability to use, the Digital Product, the Site Content, or any services provided on or through the Digital Product or any linked site, including any direct, indirect, incidental, special, consequential, or punitive damages.
- c. The Digital Product is included in the Management Fee and is unable to be canceled.

17. STATUS OF AGENT. All legally binding instruments shall be executed by the Board’s President, Liaison, or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent’s President is authorized by Agent to execute such instruments.



18. AGENT'S RELATIONSHIP TO OTHER ENTITIES. Exhibit B contains a list of those entities, as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated. If in the future Agent becomes affiliated with any entity not identified on Exhibit B, Agent agrees to disclose such relationship to the Board prior to the delivery of goods or services. If Agent is related to or has a financial or business relationship with a Board member, Agent agrees to disclose such relationship. Notwithstanding the foregoing, the Association acknowledges that the following activities do not constitute a violation of this Section:

- a. Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents; and
- b. Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents.

Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

19. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

20. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

21. NO THIRD PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third-party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

22. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company.



- 23. CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the state of Ohio. In the event any litigation is initiated to enforce any provision of this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover reasonable attorneys' fees and costs incurred in the litigation.
- 24. SEVERABILITY.** The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.
- 25. NOTICES.** All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery as follows:
- a. If notice is being served on Agent, then service is to PMI Scioto Metro, 1355 King Avenue, Ste 200, Columbus, OH 43212.
 - b. If notice is being served on the Board, then service is to the President of the Board at his or her home address. Either party may change the address for notice by written notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mail.
- 26. ADDITIONAL REPRESENTATION.** To the extent permitted by applicable law and brokerage regulations and guidelines, Agent reserves the right to also represent owners, tenants, buyers or sellers in real estate transactions in the community managed by the Association, however, Agent must disclose said representation to the Board.
- 27. AMENDMENTS.** Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.
- 28. ENTIRE AGREEMENT.** This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.
- 29. SIGNATURE.** The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.
- 30. REPRESENTATION.** The parties hereby expressly state that each has been counseled that it is desirable to obtain independent counsel regarding the terms of this Agreement and has had the opportunity to be represented by competent counsel, that each has read the foregoing Agreement, knows and understands its contents, had discussed the contents with counsel or has independently determined not to discuss the matter with counsel, and agrees to be bound by its terms.



31. 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.

32. EXONERATION. All agreements for payment and performance on the part of any signatory for the Association shall be arrangements to pay and perform out of funds of the Association. No signatory for the Association assumes, nor will they be under, any personal liability or obligation by reason of this Agreement.

Signature page follows.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSOCIATION:

Date: 11.20.24

By: Melrose Homeowners Association of Pickerington, Inc.

Name: Jackson Brandel

Title: Homeowners Association President

A handwritten signature in blue ink, appearing to read "Jackson Brandel", is written over a faint, light blue grid background.

Digitally signed by Jackson Brandel
DN: cn=Jackson Brandel, o=Melrose
Homeowners Association, Inc., ou=President,
email=jacksonbrandel@gmail.com, c=US
Date: 2024.11.19 10:28:20 -05'00'

AGENT:

Date: 11/19/2024

By: A handwritten signature in blue ink, appearing to read "Adrian Birchler", is written over a faint, light blue grid background.

Name: Adrian Birchler

Title: Managing Agent



Exhibit A
Charges for Periodic Services
Fees effective 01/01/2024

Item	Charge
Maintenance Services	Charges for Maintenance
Hourly Rate	\$75.00 per hour
After Hours	Hourly Rate plus 50%
Materials & Supplies	Cost plus 20%
Association	Charges collected from Association
Hourly Rate	\$100.00 per hour; half-hour minimum
After Hours (Outside of Mon-Fri, 9:00 AM to 5:00 PM business hours)	Hourly Rate plus 50%
Mailing Services (Paper products, postage, printing, etc.)	Cost plus 10%
Printing Services (Paper, ink, etc.)	\$0.20 per page (b&w); \$0.50 per page (color)
Payment Costs (Processing, printing, mailing, etc.)	\$1.25 per payment
Non-Partner Bank Administration	\$25 per month per account
Data & Records Storage	\$5.00 per month plus \$5.00 per month per box
1099 Processing	\$15.00 per 1099
Tax Return Preparation	Market Rate (at cost of CPA)
Project Coordination	5% of total invoice(s)
Meeting Minute Preparation	\$100.00 per set of minutes
Federal, State, Local Filings	\$100.00 per filing plus cost of filing
Special Assessment Administration	\$100.00 plus \$1.00 per unit per number of billing(s)
Amendment Voting Administration	\$100.00 plus \$1.00 per unit
Other Services (at Board request): Additional hours for meetings, inspections, site visits; access management, parking management, lease management, address audit, financial audit admin, legal hearing admin; other services as agreed	Hourly rate or as agreed
Owner	Charges collected from Owner
Delinquent Fees	50% of delinquent fees; billed upon collection
Delinquency Handling	\$10.00 per delinquent letter; billed upon collection
Bank Returns	\$30.00 per return; billed upon collection
Collections Filing	\$100.00 per filing; billed upon collection
Account Transfer	\$150.00 per transfer; collected directly
Title Requests	Market Rate; collected directly

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this Exhibit A are subject to change annually with prior notice via email to the Board President or the Liaison.



Exhibit B

Axela Technologies (Schwartz Vays)

Boardline Academy

Choice Property Resources

CINC Systems

CondoCerts (Uhlig LLC)

Landing Rock

LetterStream, Inc.

SouthState Bank

*Other entities as periodically may be disclosed through amendment of the Agreement or as published on Agent's website.