

# Package Pricing

SERVICES	PRICE	QTY	SUBTOTAL
<b>Portfolio Management</b> Monthly Inspections, 12 Community Board Meetings, FRONTSTEPS Portal, Electronic Storage, Quarterly Newsletters	\$6.50/month	347	\$2,255.50/month
<input checked="" type="checkbox"/> <b>Portfolio Plus Management</b> We Dedicate a CAM to your Community for an Extra 8 Hours	\$300/month	1	\$300/month
<b>Initial Onboarding Fee</b> Pre-Contract Processes for Setting Up Communities Before Management Starts			\$500
<b>Total Per Month</b>			<b>\$2,555.50</b>

# Agreement

THIS AGREEMENT effective as of June 1st, 2024 by and between **Artemis Lifestyle Services, LLC.**, a Florida limited liability corporation whose address is 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 ("AGENT") and **Oak Hammock Preserve Community Owners Association, Inc**, a Florida not-for-profit corporation whose address is defined in Section 13.0 below ("ASSOCIATION"), supersedes and replaces any and all previous agreements between the ASSOCIATION and AGENT, or AGENT's predecessor in interest.

## RECITALS

Association is the entity responsible for the operation of the residential community known as **Oak Hammock Preserve Community Owners Association, Inc**, (the "Association") located at 2901 Oak Hammock Preserve Blvd in Kissimmee, Florida, which Community, as presently intended includes 347 units ("Units") and residences ("Homes") at full build-out.

**WHEREAS**, the ASSOCIATION is the legal entity responsible for the operation and management of and **Oak Hammock Preserve Community Owners Association, Inc** including any and all property owned, controlled, or managed by the ASSOCIATION; and

**WHEREAS**, the ASSOCIATION desires to enter into this agreement to engage AGENT to furnish the management services listed herein to the ASSOCIATION, and AGENT desires to furnish such management services to the ASSOCIATION.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

### **1.0 APPOINTMENT OF AGENT.**

- a. ASSOCIATION hereby appoints AGENT to exclusively manage the day-to-day operations of the ASSOCIATION and AGENT accepts appointment to manage the ASSOCIATION, including but not limited to, property, accounting, financials, collections, inspections, violations, architectural review, and communications. The ASSOCIATION will provide AGENT those items listed in **EXHIBIT A**. AGENT may rely on all information supplied by the ASSOCIATION, and AGENT will not be required nor expected to verify the accuracy and completeness of such information and shall have no liability for errors that result from the use of such information; however, the AGENT must exercise ordinary care and reasonable judgment at all times using supplied information.
- b. AGENT shall act in accordance with the ASSOCIATION's recorded governing documents, applicable statutes and legal directives of the president or designated representative of the ASSOCIATION, unless an emergency otherwise dictates.
- c. The ASSOCIATION hereby gives AGENT the authority and powers required to perform the services set forth in this agreement.

## 2.0 TERM OF AGREEMENT.

- a. ASSOCIATION hereby engages AGENT for a three-year term commencing June 1st, 2024. This agreement shall renew automatically for one-year terms unless either party provides written, certified notice no less than 30 days prior to the end of the term.
- b. For any cancellation provided for less than 30 days within the applicable term, the remainder of the contract obligation is due in-full.
- c. Either party may terminate this Agreement at the end of the initial term, or at the end of any renewal term, provided that written notice is given to the other party on or before 30 days prior to the expiration of the initial term or renewal term. Automatic renewal shall occur unless timely written notice of termination is sent. Time is of the essence as to all notices set forth in this Agreement. Association shall be responsible for the full contract terms in any cause of termination, other than the natural contract expiration date, unless the Agreement is terminated for Just Cause. Any termination for Just Cause or otherwise shall be effective only at the end of the applicable calendar month.
- d. Just Cause must be established by sending a thirty (30) day Notice to Cure an alleged breach of the Agreement, in accordance with the provisions for Notices set forth in Section 13. Just Cause hereunder means a substantial material breach of this Agreement which is not cured as provided herein. If Association contends that Agent is in substantial material breach of this Agreement, Association must send Agent written notice describing the substantial material breach in detail, providing documentation sufficient to clearly establish such substantial material breach, and cooperating with Agent during the 30-day cure period to resolve the alleged breach. If to Agent, Agent will investigate the alleged breach and respond to Association indicating what steps will be taken to resolve the allegation. If the alleged breach is not resolved within the 30-day timeframe to cure, then both Parties shall retain any and all rights that they have related to the issue and ASSOCIATION shall be able to terminate the Agreement at the end of the then current applicable calendar month. If the alleged breach is resolved, however, this Agreement will continue uninterrupted for the balance of the term.

## 3.0 TRANSFER OF ASSOCIATION RECORDS.

- a. In the event this agreement is terminated, parties will schedule a reasonable and mutually convenient date and time to facilitate the transfer of the ASSOCIATION records to the authorized representative(s) of the ASSOCIATION.

## 4.0 TRUE-UP PAYMENT.

- a. In the event this agreement is terminated or expires, AGENT will disburse the funds necessary to properly defray fees, charges, reimbursements, and equipment costs owed by the ASSOCIATION.

## 5.0 NONSOLICITATION.

- a. The ASSOCIATION agrees that it shall not hire, employ, or otherwise engage current or former employees of the AGENT who provided services directly to the ASSOCIATION, or contract with or in any way engage the services of any firms employing any such employees or former employees of the ASSOCIATION or AGENT while this agreement remains in force and continuing for a period of 24 months following the end of the agreement between the parties hereto. The provisions set forth in this paragraph shall survive the termination or expiration of this agreement.

## 6.0 FEES AND COSTS.

- a. AGENT agrees to perform the services required of it herein, in exchange for which services the ASSOCIATION shall pay all fees and costs including monthly management fees, reimbursable costs related to equipment and supplies, onsite payroll costs, and other services that are enumerated in **EXHIBIT B** and **ADDENDUM incorporated** herein may be paid to AGENT by electronic ACH transaction at the discretion of the AGENT and with approval of the ASSOCIATION as evidenced by two Board of Director signatures. AGENT reserves the right to increase the fees enumerated in Exhibit B in accordance with market conditions as also indicated in **EXHIBIT B**.

## 7.0 ONSITE MANAGEMENT, MAINTENANCE AND/OR JANITORIAL STAFFING SERVICES.

- a. Any onsite managers or assistant managers shall be employees of the AGENT only and shall be subject to and the beneficiary of all human resource guidelines and benefits set forth by the AGENT. Salary plus 39% shall be due and payable on the final payroll day of each biweekly payroll period and may be paid to AGENT by electronic ACH transaction at the discretion of the AGENT and without the approval of the ASSOCIATION.
- b. The ASSOCIATION reserves the right to interview and select an employee assigned by the AGENT as the manager of the community. Selection criteria will be based on the credentials of the manager and the rapport of this person with the Board of Directors.

## 8.0 DISPUTE RESOLUTION.

- a. Upon the providing of a notice of dispute by either party to the other, within 30 days of receiving such notice, each party will designate someone with the authority to settle the dispute and the designees will consult and negotiate in good faith to attempt to find a just and equitable solution to the dispute. If the designees cannot resolve the differences within 15 working days of the date of the notice of dispute, the parties may proceed to enforce their rights in court or through voluntary binding arbitration. Venue for any proceeding shall be exclusively in Osceola County, Florida. This agreement shall be governed by, construed in accordance with, and subject to, the laws and ordinances of the State of Florida and of Osceola County, Florida.

## 9.0 RETENTION OF LEGAL COUNSEL.

- a. In the event the indemnification clause provided in paragraph 10 is applicable, the indemnified party (whether it be Association or Agent) shall be allowed to retain the counsel of its choice at the reasonable expense of the indemnifying party (whether it be Association or Agent) should legal counsel become necessary because of a claim related to this agreement or the services rendered pursuant to this agreement unless such claim is brought by the Association against Agent. The indemnifying party agrees to pay all attorney's fees and related expenses, including costs incurred by the indemnified party in investigating or defending any claim covered by the Indemnity provisions herein or by the insurance described herein. Notwithstanding the foregoing, if the indemnifying party or its insurer has retained counsel to represent the indemnified party, the indemnified party shall not incur any such legal fees unless the interests of AGENT and the ASSOCIATION are adverse, or AGENT/ASSOCIATION has potential liability with respect to which the insurer or the ASSOCIATION/AGENT may not be liable.

## 10.0 INDEMNIFICATION.

- a. The ASSOCIATION shall indemnify, defend and save AGENT, its directors, officers and employees, agents and assigns from and against all suits and against all claims including, but not limited to, those alleging any claim against AGENT or its employees in connection with the ASSOCIATION or the management thereof and from liability for damage to property and injuries to or death of any employee or other person provided such suits or claims are not caused in any way through the gross negligence, willful misconduct, or illegal activity of Agent. The ASSOCIATION shall pay all reasonable expenses incurred by AGENT, including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent AGENT in regard to any claim, proceeding, or suit involving AGENT or its employees in connection with or arising out of the management of the ASSOCIATION or any service described herein. The ASSOCIATION shall also pay all expenses incurred by AGENT including, but not limited to, any and all liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent AGENT or the ASSOCIATION in any proceeding or suit involving any alleged or actual claim against AGENT or the ASSOCIATION or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, state or federal labor laws or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. AGENT shall indemnify, defend, and save the ASSOCIATION, its directors, officers and employees from and against all suits and claims directly resulting from the performance of the services expressly required under this agreement, provided such suits or claims are not caused in any way through the gross negligence, willful misconduct or unlawful activity of the ASSOCIATION or otherwise resulting from AGENT'S compliance with specific direction from the ASSOCIATION. Should AGENT be found liable for any claims hereunder for any reason, the sole and exclusive remedy of the ASSOCIATION in any situation, whether in contract or tort, or otherwise, shall be limited to the ASSOCIATION'S actual and direct damages. Should ASSOCIATION be found liable for any claims hereunder for any reason, the sole and exclusive remedy of the AGENT in any situation, whether in contract or tort, or otherwise, shall be limited to the AGENT'S actual and direct damages.

## 11.0 ASSOCIATION INSURANCE.

- a. As specified herein, the both parties shall carry in full force and effect and at its sole expense, public liability coverage, property and casualty coverage, Directors and Officers Liability coverage, and any other such insurance that may be deemed necessary or appropriate. Such insurance policies shall name both the ASSOCIATION and AGENT as a Named Insured, and their coverage shall be adequate to protect the interests of both parties in form, substance, and amounts which are reasonably satisfactory to the AGENT and the Association respectively. Both parties shall provide copies of evidence of the aforementioned policies to one another within 30 days of the execution of this agreement.
- b. All Association funds are to be kept in accounts with full FDIC insurance coverage. In the event an account exceeds the FDIC limit, Agent reserves the right to place funds in a protected account with Association approval.

**12.0 AGENT INSURANCE AND LICENSES.**

- a. AGENT will maintain Commercial Crime Insurance and Professional Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) so as to protect the ASSOCIATION from theft, forgery, loss of money as the result of an act of any employee or officer of AGENT. Proof of such insurance coverage will be provided to the ASSOCIATION, and such insurance will not be terminated without the written consent of the ASSOCIATION. AGENT will maintain all licenses necessary to perform its duties as set forth in this agreement and the Exhibits hereto. The ASSOCIATION will obtain and maintain all federal, state, or local licenses or permits that are required for the ownership, operation, and maintenance of ASSOCIATION property. AGENT shall comply with all applicable laws in connection with the performance of its duties hereunder. All Association funds are to be kept in accounts with full FDIC insurance coverage. In the event an account exceeds the FDIC limit, Agent reserves the right to place funds in a protected account.

**13.0 NOTICES.**

- a. Except as may be otherwise provided for herein, any notice, demand, request for consent or other communication required under the terms of this agreement shall be delivered to the following addresses:

If to AGENT:

If to ASSOCIATION:

**Artemis Lifestyle Services, LLC**

**Oak Hammock Preserve Community Owners Association, Inc**

Attn: Diane Braswell, CEO

Attn: To the President according to the records of the Association

1631 East Vine St., Suite 300

2901 Oak Hammock Preserve Blvd


Kissimmee, FL 34744

Kissimmee, Florida 34746

Notwithstanding the foregoing, ordinarily directives provided to Manager as a part of managers duties to Association may be provided via email.

**14.0 BINDING AGREEMENT.** This agreement shall be binding upon the parties and shall insure to the benefit of the successors and assigns of both parties.

**15.0 DISCLOSURE.** Agent shall disclose any ownership, be it in full or partial, with any vendor contracting with the Association to perform work or that has been presented by Agent to perform work for the Association.



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SIGNATURE  
Diane Braswell

Board of Directors

Diane Braswell

Oak Hammock Preserve Community Owners  
Association, Inc

Artemis Lifestyle Services, LLC

  
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# EXHIBIT A

## Summary of Scope of Services

*The following documents will be provided by the association as a starting point for management services:*

1. All bank statements for all accounts of the association.
2. Copies of all contracts and/or agreements to which the association is a party.
3. Copies of all minutes, resolutions and other official actions of the association.
4. Copies of recorded Covenants, Conditions & Restrictions, articles of incorporation, bylaws, policies, community rules, amendments, plats (including addresses), and other governing documents.
5. Surveys, plans and specifications, and all permits and approvals with respect to the association property, or information as to where such can be viewed.
6. All prior years accounting records/collection records.
7. All owner records including Architecture Review Committee/violation correspondence and forms.

*Based on the information supplied by the association, Artemis Lifestyle Services will provide the following management services:*

### Accounting

1. Accounting services that shall include billing for assessments, paying approved invoices, preparing monthly statements, bank reconciliation, banking and checking account relationships, and budgets. Management reserves the right to act on behalf of the Association to secure coverage for any overages not covered by FDIC insurance.
2. Collection activity for all association revenues, which includes billing for assessments, managing receivables and assessments, distributing coupon books, and handling all delinquencies and lien work. Legal counsel retained by AGENT shall bill AGENT for the services rendered in the collection process. AGENT shall be reimbursed by the association for these fees as outlined in the association's collections policy.
3. Handle property transfers, including estoppel letters, maintain association database and any association documents necessary for property sales.



# EXHIBIT A

## Summary of Scope of Services

### Management Services

1. Preparation and posting and/or mailing of meeting notices; documenting, distributing and storing of all minutes.
2. Assist in the procurement of insurance coverage for the association and board. However, AGENT shall be entitled to reimbursement for expenses, including staff time, incurred for insurance claim processing and services provided in conjunction with legal claims initiated by or against association, or against AGENT in conjunction with its services to association under this agreement. For insurance claims, AGENT shall be entitled to a fee of \$100.00/hour for work performed.
3. Oversee all vendor contracts to include bidding, hiring and monitoring. AGENT partners with VIVE, a third-party vendor-verification and monitoring service, to ensure that contractors are fully licensed and insured, including workers' compensation insurance if contractor's employees are working on association property. VIVE shall review insurance policy expiration dates to ensure that contractors maintain insurance policies required to execute original contract. VIVE's current annual fee is \$69, which is subject to change, is to be paid by the vendor directly to VIVE. AGENT shall receive a fee of \$100/hour for coordination of special projects such as pavement resurfacing and other major repairs or improvements exceeding an amount of \$10,000.00 in cost, if requested by the ASSOCIATION. ASSOCIATION shall be responsible for all legal fees, costs and expenses. All contractors and vendors must complete IRS W-9 forms, and AGENT shall furnish federal 1099 forms to nonincorporated vendors and contractors in accordance with federal tax laws.
4. Coordinate any and all legal matters with association attorney, at the consent of the Board of Directors.
5. Coordinate and expedite any Covenants, Conditions & Restrictions document changes, including rental of property agreements.
6. Assist with the preparation of yearly budget, including Reserve Study as needed.
7. Answer and respond to all phone calls and emails received from residents.
8. Coordinate communications with regulatory agencies (federal, state and local), at the consent of the Board of Directors.
9. Maintain a roster of all lot or unit owners complete with mailing address as required by Florida Statute.
10. Renew the association's corporate charter and arrange for other such licensing and recording provisions as required by law. All licensing and recording fees shall be the expense of association.

# Exhibit B

## Onboarding Fee: \$500/One Time

- Opening of bank accounts
- Meet & Greets
- Entering budgets/setup of chart of accounts/create billing records and entering balances
- Portal setup & training
- Customized portal training for board
- Setup utilities on ACH
- Mail out "Welcome Letter" to all residents
- Kick-off meeting
- Welcome Video
- Welcome calls from our Customer Service Team

## Optional Customized Website: \$275/Monthly

### Coupons: Billed Annually to Association

- Annual Statements: \$5/door
- Quarterly Assessment Coupon Books: \$6/door
- Monthly Assessment Coupon Books: \$7/door

### Artemis Facility Services: \$50/hour (travel time shall not be included)

### All Mailings and Copies: Billed at Cost + In-House Labor

### Record Handling:

- Electronic Storage: Included
- Physical Record Storage: \$3/per box/per month
- Document Scanning: \$25/hour
- Electronic Document Signature Preparation: \$25/occurrence

### Estoppels: Paid by Homeowner

- Standard (10 business days): \$299
- Rush Order (2-3 business days): +\$119
- Estoppel Delinquent Assessment Fee: \$179

### Transfer Fees: Paid by Homeowner

- Standard: \$200

# Exhibit B

Insurance Claim Processing: \$100/hour

Construction Defect Processing: \$100/hour

Gate Programming: \$200/month

Special Assessments: \$10/unit

**Collections:** All fees are billed up front to the association and reimbursed when the homeowner makes a payment. The monies will automatically apply to the upfronted fees first.

- Late Notice: \$25
- Intent to Lien: \$125
- Claim of Lien: \$115 plus attorney fee of \$60
- Intent to Foreclose: \$110 plus attorney fee of \$70
- Lien Foreclosure: \$100
- Third Party Referral: \$200/transfer

**Payment Plans:** Payment Plans can only be applied per the approval of the board. An admin fee is applied to the homeowners account to monitor the account based on the allotted time approved. Fees are billed monthly to the association (based on occurrence) and reimbursed by the homeowner. .

- 3-5 months: \$100
- 6 months+: \$200

**Returned Payment:** Payments that are returned due to insufficient funds, cancelled and/or stop payment requested by homeowner. This fee is billed monthly (based on occurrence) to the association and reimbursed by the homeowner.

- Returned Payment: \$35

# ADDENDUM

## Portfolio Management Services

Association is electing AGENT'S Portfolio Management Services, to be billed the monthly base management fee of \$2,555.50 per month.

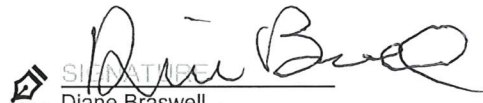
1. As part of its Portfolio Management Services, AGENT will prepare for 12 community board meetings annually, including the annual membership meeting and annual budget meeting. Agent will attend meetings of association committees including Architectural Review, upon request, but such attendance will be at an additional rate of \$75.00 per hour (travel time shall not be included. .
2. As part of its Portfolio Management Services, Agent will inspect the community for violations of the governing documents and related rules and regulations at a timeframe determined by the Board of Directors.
3. As part of Portfolio Management Services, the AGENT reserves the right to review and propose a 3% annual increase to be contingent with the current industry price.
4. At the end of the initial three-year term AGENT shall propose a 5% increase to base management fee.

**BINDING ADDENDUM.** This addendum shall be binding upon the parties and shall inure to the benefit of the successors and assigns of both parties.

  
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CEO

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