

HALVORSON

MANAGEMENT RESOURCES, LLC

February 13, 2023

Courtyards at Golden Gateway Homeowners Association
Attn: Kelly Construction

RE: Proposal to provide Management Services

Thank you for the opportunity to submit a proposal to provide management services for your homeowner's association. The services I would provide include:

- Work with the Developer/Board of Directors to solicit bids for contracted work such as lawn care, snow removal, garbage collection, pool service, etc.
- Walk through clubhouse at least one time per week to check for maintenance issues.
- Collect, deposit & account for member dues
- Offer automatic withdrawal of monthly dues
- Review bills received, prepare checks and send payments
- Maintain a list of current members and their contact information
- Handle member questions and concerns regarding dues and financials
- Work with the Developer/Board regarding member concerns on services or maintenance requests
- Purchase and deliver clubhouse supplies as needed, cost of supplies additional.
- Reconcile the association bank accounts monthly
- Prepare monthly financial reports
- Report delinquent and unpaid dues to the Developer/Board
- Prepare, post or send notices to members as necessary, postage & supplies additional
- Maintain a private webpage for the Association
- Provide welcome packets and set up clubhouse access for new members
- Enforce By-Laws of the Association as directed by the Developer/Board
- Work with the insurance provider in the event of an insurance claim
- Prepare an annual budget for Developer/Board approval
- Prepare an 1120-H federal tax return
- Attend Annual HOA meeting, additional meetings are \$50/hour**
- Attend Annual Board meeting, additional meetings are \$50/hour**

I propose to provide these services to the Courtyards at Golden Gateway for a fee of \$500.00 (Five Hundred Dollars) per month plus applicable sales tax and a one-time set up fee of \$250.00, plus tax to cover the extra time and costs initially required to set up accounts and secure vendors. My fee will increase by \$16 per unit per month after the first ten units are sold.

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Courtyards at Golden Gateway

Upon approval of the Developer/Board of Directors of this proposal, we would enter into a one year contract for management services. I have enclosed a draft of the contract.

I am available to start at such time as is convenient for the Association. To get started I will need a copy of the current financial statement or Quickbooks backup if available, a copy of the governing documents to review, a contact list of all home owner's including names, mailing addresses, phone numbers and email addresses, a list of vendors and service providers with phone numbers and account numbers if applicable. Also please note that I will not terminate or hire any vendors without Developer/Board approval. It will also be necessary to add my name to the bank accounts.

Thank you again for the opportunity to provide you with this proposal. I hope that you will find it acceptable and the association members will find value in what I can offer them. Please do not hesitate to call me if you have any questions, suggestions or concerns. I am excited for this opportunity and look forward to working with you and all of the Courtyards at Golden Gateway homeowners.

Very best regards,

Erin Halvorson
Owner/Management Specialist

AGREEMENT TO MANAGE REAL ESTATE RELATED ASSOCIATION

(This is a legally binding contract. If you do not understand it, seek legal advice.)

This agreement to manage a real estate-related association is made and entered into as of this 28th day of February 2023 by and between **Courtyards at Golden Gateway, Inc.** hereinafter called the Association and **Halvorson Management Resources, LLC**, hereinafter called the Manager.

Whereas, Association is the owner(s) of the property known as **Courtyards at Golden Gateway on Powderhouse Rd and Rush Street, Sioux Falls, SD 57110.**

Association hereby employs Manager exclusively to operate and manage said property subject to the terms and conditions of this agreement.

In consideration of the management functions to be performed by Manager under this agreement, Association agrees to pay Manager a fee or fees for services rendered at the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by Manager from gross receipts.

Management: **\$500.00 per month plus applicable sales tax for the first ten sold units. Price to increase by \$16 per unit per month for each sale over ten units.**

One Time Startup fee: **\$250 plus applicable sales tax**

The term of this agreement shall commence on the 15th day of March 2023 and expire on the last day of March 2024. This agreement is automatically renewable, upon expiration, for annual periods unless terminated by either party giving 30-days' written notice to the other party in advance of such termination date. However, the termination of this agreement shall not affect the right of Manager to receive fees which have accrued on the date specified in such notice and have not been paid.

Manager owes Association the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting. Manager must respond honestly and accurately to questions concerning said property, and deal honestly and fairly with all parties.

The duties and responsibilities of Manager in connection with the management of said property are as follows:

1. Manager shall take all reasonable steps to collect and enforce the collection of all dues and other charges due Association from homeowner's of said property.
2. From dues collected from said members, Manager is hereby authorized to accrue and make disbursements from Association's funds for property taxes, salaries and any other compensation due and payable to the employees of Association, special assessments, premiums for hazard and liability insurance and any other insurance required, and sums otherwise due and payable by Association as operating expenses which are incurred pursuant to the terms of this agreement including management and other fees as provided herein.
3. Manager shall deposit dues collected into a bank whose deposits are insured by the Federal Deposit Insurance Corporation. Manager shall have authority to endorse checks payable to Association, deposit funds of Association into said account, and to draw on such account any payment to be made by Manager to discharge any of the liabilities or obligations incurred by Manager pursuant to this agreement.
4. Manager shall arrange all repairs, replacements and decorating necessary to maintain said property in its present condition and for the operating efficiency of said property. The expense of any one item of maintenance shall not exceed the sum of \$1,000.00 unless authorized by Association or unless Manager determines it to be an emergency. Association approval is not required in the event of an emergency where immediate repairs are required to preserve the property, continue essential services to the property, avoid danger to life or property, or to comply with federal, state or local law.
5. Manager shall have authority to hire, supervise and terminate on behalf of Association, **with the Association's approval** all independent contractors and property employees, if any, reasonably required in the operation of said property. All such property employees are employees of Association.
6. Manager shall maintain accurate records of all moneys received and disbursed in connection with its management of said property, and such records shall be open for inspection by Association at all reasonable times. Manager shall provide monthly financial statements to Association.
7. Description of services provided in the email correspondence dated **February 13, 2023** shall be incorporated as part of this agreement.

Association agrees to maintain a minimum balance of \$500.00 in each bank account and in the event the amount falls below such minimum balance, Association hereby agrees to pay such excess promptly upon the request of Manager.

Association agrees to make available to Manager all data, records and documents pertaining to the property which Manager may require to properly exercise Manager's duties hereunder.

Association agrees to hold Manager harmless from all damage suits in connection with the management of said property and from liability from injury suffered by any employee or other person whomsoever and to carry, at Association's expense, adequate public liability insurance and to name Manager as co-insured. Manager also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which Manager may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.

If suit is brought to collect Manager's compensation or if Manager successfully defends any action brought against Manager by Association, relating to said property, or Manager's management thereof, Association agrees to pay all costs incurred by Manager in connection with such action, including reasonable attorney fees.

This agreement may be later amended or modified at any time by a written mutual agreement signed by Association and Manager.

Manager will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap or familial status and will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements.

Manager accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority and powers conferred upon Manager under the terms hereof.

Receipt of a copy of the contract by the Association has been acknowledged.

Dated this 28th day of February 2023.

Courtyards at Golden Gateway, Inc.

Halvorson Management Resources, LLC

Kyle Kelly, President
dotloop verified
02/27/23 12:57 PM
CST
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By:
Its: President


Erin Halvorson, Owner/Management Specialist
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