**MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into effective as of the first day of August, 2023 by and between CARVER LAKE MEADOWS ASSOCIATION, a Minnesota nonprofit corporation (the “Association”), and GASSEN COMPANY INC., a Minnesota Corporation (the “Agent”).

**ARTICLE I**

**ENGAGEMENT**

Section 1.1 Engagement: The Board of Directors (the “Board”) of the Association, acting on behalf of the Association, hereby exclusively employs the Agent to manage the Association, and the Agent agrees to manage the affairs of the Association for the period and upon the terms provided herein. The Agent agrees to perform the services specified herein in the name of and on behalf of the Association, and the Association hereby gives the Agent the authority and powers required to perform these services in accordance with the Association’s Declaration, Articles of Incorporation, Bylaws and Rules and Regulations, as amended from time to time (the “Governing Documents”), and the applicable laws of the State of Minnesota.

**ARTICLE II
ADMINISTRATIVE SERVICES**

Section 2.1 Communication: The Agent shall provide communication to the Board on a regular basis regarding the management and operation of the Association, including updates regarding significant matters related to the condition of the property, maintenance, repair and replacement projects, Association finances, contracts, litigation, insurance matters, and communication received from Association members. The Agent shall assist the Board with giving notices to Association members as required by the Governing Documents, receiving and responding to questions and complaints of Association members, and providing information to new Association members.

Section 2.2 Meeting Attendance: The Agent shall attend the annual meeting of the members of the Association and up to ELEVEN (11) meetings of the Board per year. The management fee under this Agreement contemplates that each meeting will last no longer than 90 minutes. Upon request of the Association, the Agent shall attend additional meetings of the Association or the Board (of no more than 90 minutes in duration) for an additional charge of $345.00/virtual meeting and $495.00/in person meeting. If any meeting lasts longer than 90 minutes, then the Agent’s attendance shall be subject to an additional charge of $225.00/virtual meeting and $300.00/in person meeting per hour for the additional time. Board meetings may be held at the Agent’s offices at no additional charge to the Association. Board meetings may be scheduled during the day or during the evening; however, it is recommended that meetings scheduled in the evening start no later than 6:00 p.m. The parties contemplate those meetings shall not be scheduled on Friday evenings, weekends or federal holidays, except in case of emergency.

Section 2.3 Meeting Preparation: The Agent shall prepare and deliver a meeting packet to all Board members prior to each regularly scheduled meeting of the Board and, if requested, prior to each special meeting of the Board, including an agenda, proposed minutes of the prior meeting, and financial statements or other documents relevant to the subject matter of the meeting. The Agent shall prepare meeting notices, agendas, proxies and ballots, as necessary, for meetings of the members of the Association.

Section 2.4 Annual Report: The Agent shall assist the Association with the preparation of the annual report required by the Association's Governing Documents and by Minnesota Statutes Section 515B.3-106, if applicable. A draft of the annual report shall be supplied by the Agent to the Board of Directors for review upon request. The annual report shall be provided by the Agent to each member at or prior to the annual meeting.

Section 2.5 Association Records: The Agent shall maintain current records of the Association, including but not limited to copies of the Governing Documents; records of Association membership; minutes of unit owner’s meetings, board of directors’ meetings and committee meetings; contracts; leases and other agreements to which the Association is a party; material correspondence and memoranda relating to the Association’s operations; and financial records. All records shall belong to the Association. The Agent makes no representation or warranty regarding the accuracy or completeness of any records that are not directly prepared by the Agent.

Section 2.6 Distribution of Documents: The Agent shall provide Association members with access to review or obtain copies of the Association’s records pursuant to their rights under the Governing Documents and Minnesota Statutes Section 515B.3-118, if applicable. The Agent shall be paid for copies or scans of such records as set forth on Exhibit A.

Section 2.7 Enforcement: As requested by the Board, and to the extent practical, the Agent will assist the Association in administering the Governing Documents, including but not limited to enforcing the Rules and Regulations.

Section 2.8 Architectural Review: The Agent will assist the Architectural Review Committee ("ARC") or the Board of Directors, as appropriate, with enforcement of the Association’s architectural restrictions, including distribution of completed applications, correspondence to unit owners to request ARC compliance or completion of applications, and correspondence with the ARC or the Board.

Section 2.9 Emergency Services: The Agent shall have available to the Association a twenty-four (24) hour per day emergency telephone answering service and provide emergency repair and maintenance services according to the approved budget.

Section 2.10 Resale Disclosure and Related Matters: The Agent will provide the resale disclosure information as required by law and as requested by an owner who desires to sell or refinance a unit. The cost of providing such information shall be a separate fee and shall be charged to, and payable by, the owner who desires to sell or refinance a unit. The Agent will attempt to use the most current information available for such disclosures; however, the Association shall indemnify the Agent for any claim or suit related to alleged errors or omissions in a resale disclosure document, in accordance with the indemnification provisions of Section 9.9.

Section 2.11 Professional Services Coordination: The Agent will assist the Association in selecting professional services providers (engineers, attorneys, accountants, etc.), and will coordinate with professionals hired by the Association. The Association is solely responsible for the fees charged by any such professional, and the Agent is not responsible for the quality or performance of any professional hired by the Association.

Section 2.12 Excluded Services: The following matters are outside the scope of services covered by the Agent’s monthly management fee. If the Association requests, and the Agent agrees, to provide services related to such matters, such as assisting the Board, committees and legal counsel and other professionals with such matters, then the compensation for such services shall be as specified in Exhibit A or set by mutual agreement:

1. Amendments: Amendments or other revisions of the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, or architectural restrictions, $95.00/hour.
2. Financing Approvals: Approvals from government agencies in connection with home mortgage financing, including FHA, Fannie Mae and HUD, $90.00/hour.
3. Studies and Plans: Reserve studies, capital improvement schedules, preventative maintenance plans, and utility and energy consumption and conservation studies, $90.00/hour.
4. Warranty Claims: Warranty claims related to original construction or improvements performed prior to the term of this Agreement, $90.00/hour.
5. Litigation: Preparation, support and appearances regarding litigation involving the Association, $90.00/hour.

**ARTICLE III
FINANCIAL MANAGEMENT**

Section 3.1 Annual Budget: The Agent shall prepare and submit to the Board sixty (60) days prior to the end of each fiscal year, a recommended budget for the next year, showing anticipated receipts and expenditures for such year. Said recommended budget will be submitted in accordance with the Governing Documents of the Association. The Agent shall not be liable for any discrepancies between the budget and actual expenses.

Section 3.2 Assessment Collection: The Association hereby authorizes and the Agent shall request, demand, collect, and receive all assessments, fees, rents and other sums that may at any time be or become due to the Association, and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of sums due the Association. The cost of payment envelopes, if any, will be charged to the Association’s account. Direction from the Board is required prior to commencement of Court proceedings. The Agent shall not be liable for any assessments, fees, rents or other sums that it is unable to collect on behalf of the Association. Legal counsel serving the Association shall handle all legal actions, including foreclosures, on behalf of the Association. Subject to the direction of the Board, Agent shall have the authority to make payment plans, and to collect reasonable fees from delinquent owners for collection letters, processing of lien documents, conciliation court preparation work, and other collection expenses, which include, but are not limited to, those identified in Exhibit A attached hereto. Although Agent agrees to use its best efforts to collect delinquent assessments, the Association agrees that Agent does not guaranty collection of such funds.

Section 3.3 Financial Reporting: The Agent shall maintain books and accounts consistent with generally accepted accounting practices, showing all receipts and expenditures relating to the Association and shall promptly submit to each member of the Board a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit on a monthly basis. Due to the nature and extent of the financial reports provided by the Agent, the Association acknowledges that the reports will not be available until a reasonable period of time following the close of the fiscal period for such reports. The Agent may charge the Association for preparing or providing reports that are not part of the normal accounting functions provided by Agent.

Section 3.4 Annual Accounting: Within thirty (30) days after the end of each fiscal year, the Agent shall submit to the Board a summary of all receipts and expenditures relating to the Association and the Common Areas for the preceding year, provided this service shall not be construed to require the Agent to supply an audit or review. Any audit or review required by the Governing Documents, Minnesota law, or requested by the Association shall be prepared at the Association’s expense by accountants of the Association’s selection. During an audit, the Agent shall give its full cooperation, and the Association or its representative shall have free access to the Agent’s books and records as they relate to the Agent’s services hereunder.

Section 3.5 Disbursement of Association Funds: The Agent shall pay from the Association’s funds all expenses of operation and management. The Association authorizes the Agent to pay any amounts owed to the Agent by the Association from such account, at any time, without prior notice to the Association. The Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Upon termination of this Agreement, the Agent may retain sufficient funds to pay all outstanding obligations of the Association (whether to the Agent or to third parties). The Agent may estimate sums due to third parties and shall promptly refund the excess balance, if any, to the Association upon a determination of the actual amount due. Upon demand by the Agent, the Association shall pay any and all amounts due and owing to the Agent or to third parties. When possible, the Agent shall make all payments in a timely manner.

Section 3.6 Deposit of Funds: The Agent shall deposit all monies collected on behalf of the Association in a separate account in a State or National bank insured by the Federal Deposit Insurance Corporation. The Agent shall ensure that such account shall remain separate from the Agent’s funds and from the funds of the Agent’s other clients. The Agent shall have full authority over any operating account that it opens on behalf of the Association. Notwithstanding the foregoing, the Agent shall deposit all funds reserved as capital improvement reserves, and such other reserves as the Board and Agent agree are not necessary for the day-to-day operation of the Association, in an interest-bearing account, which interest shall accrue to the benefit of the Association. The Agent shall require approval from the Board on all reserve transactions. The Agent shall have no liability or responsibility for the rate of interest or yield received from these accounts. All costs associated with maintaining such accounts shall be a separate expense charged to and paid by the Association. The Agent will assist the Association in obtaining appropriate investment vehicles for its objectives, but the Agent will not offer any specific investment advice regarding the Association’s funds. The Agent will provide to the Association information regarding investment alternatives, but the Agent cannot endorse any specific investment products.

Section 3.7 Tax Filing Requirements: The Agent shall pay from the Association’s funds all taxes that are not assessed against individual dwelling unit owners, building and other inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association with respect to the maintenance or operation of the Association and the Common Areas 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.

**ARTICLE IV
PROPERTY MANAGEMENT**

Section 4.1 Association’s Maintenance Obligations: Subject to the direction of the Board and at the expense of the Association, the Agent shall carry out the Association’s maintenance obligations according to the standards of maintenance established by the Board and in accordance with the provisions of the operating budget. If the Association undertakes a large or significant remodeling or maintenance project, the Association, at its expense, may retain a third-party consultant to monitor and oversee the project. The Association acknowledges that the Agent's personnel are not engineers or mechanical or construction experts, that the Agent does not guarantee or warrant the work of any contractors, and that the Agent will not perform inspections, testing or assessments of the property that are typically performed by third-party engineers or experts. The Agent will be entitled to rely on the opinions of experts engaged by the Association for evaluation, maintenance, repair and replacement of the common elements and limited common elements and of units owned by the Association or that are subject to insurance claim restoration work.

Section 4.2 Contract for Services: Subject to the direction of the Board, the Agent, on the Association’s behalf, shall negotiate and execute contracts for trash removal, grounds care, water, electricity, gas, cable or satellite television, and such other services for the Association as may be necessary or advisable. Where permitted by the Association, the Agent may arrange for legal counsel to prepare or review the contracts presented to the Association in order to help the Association protect its interests. Upon request of the Board, the Agent will obtain from each contractor certificates of insurance, proof of workers’ compensation insurance, licenses and bonding, where required, and lien waivers. The Association agrees to pay or reimburse the Agent for the cost of vendor certifications obtained from third-party suppliers.

Section 4.3 Emergency Repairs: The Association authorizes the Agent, or its contractors or agents, to enter any individual dwelling unit at any time on behalf of the Association to provide emergency repair to items that are creating damage or hazard to the individual dwelling unit or to other dwelling units and/or Common Areas. The Agent will make every attempt to notify a Board member upon response to such an emergency.

Section 4.4 Contractual Expenditures: Except as provided for in the Annual Budget, the Agent shall obtain the consent of the Board before making any expenditure in excess of $1,000.00, before incurring any recurring contractual obligation exceeding $1,000.00, or before incurring any contractual liability maturing more than one (1) year after its creation. Provided, however, that no such consent shall be required to repay any advances made by the Agent or sums due and owing to the Agent. Notwithstanding any provision herein to the contrary, the Agent in its absolute discretion may, on behalf of the Association, without consent of the Board, expend any amount, or incur a contractual obligation in any amount, required to deal with emergency conditions that may occur with the Association, the Common Areas, any individual dwelling units or unit owners or occupants, or which may threaten the necessary service to the Association, the rights, safety, health or property of the Association or the unit owners or the Common Areas. In any such emergency situation, the Agent will notify a Board member as soon as reasonably possible.

Section 4.5 Health and Safety Regulations: Except with respect to the conduct and execution of its duties hereunder, the Agent shall have no further responsibility for compliance of the Association and the Common Areas or any of its equipment with the requirements of any ordinances, laws, rules or regulations (including those relating to the disposal of solid, liquid and gaseous wastes) of the City, County, State or Federal Governments or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly, or forward to the Board any complaints, warnings, notices or summons received by it relating to such matters.

Section 4.6 Property Visits: The Association Manager shall make a site visit to the property TWELVE (12) times per year during the term of this Agreement, and shall thoroughly inspect the property to determine if there exists any violations of the Governing Documents by unit owners or residents, and determine if any maintenance, repair, or replacement is needed by the Association or by any unit owner (as the case may be), and shall then promptly report to the Board (whether at the next Board meeting or, in an emergency situation, as soon as possible after the inspection) as to any corrective, maintenance, repair, or replacement action is needed, and as to any warning or violation notices that need to be given by the Agent to an owner or resident.

**ARTICLE V
PERSONNEL**

Section 5.1 Association Manager: The Agent shall designate one of its employees as the Association Manager. The Agent may replace the Association Manager from time to time. The Association Manager shall be Agent’s primary representative for communication between Agent and the Association and shall perform or coordinate the delivery of the services specified herein. The Board shall maintain the right to request the review of such Association Manager for performance that lacks the quality or standards set by the Association and the Agent.

Section 5.2 Home Office Personnel: The Association Manager shall be assisted and supported by the Agent’s home office personnel including Agent’s management team, accounting team and administrative staff as necessary to provide the services specified herein.

Section 5.3 Wages, Insurance and Taxes: The Agent’s personnel shall be employed at Agent’s expense, except as otherwise provided herein or as otherwise approved by the Board. The Agent shall maintain five million dollars ($5,000,000.00) fidelity coverage on those of its employees handling funds or assets of the Association, or having access to individual dwellings within the Association, and shall carry Workers’ Compensation insurance, pay all necessary payroll taxes and shall execute and file all forms and reports required by state and federal employment laws.

Section 5.4 Work Environment: The Association recognizes the importance of a positive work environment to enable the Agent to perform the services specified herein for the benefit of the Association in an efficient and effective manner. The Association shall not unreasonably interfere with the Agent or its employees in the performance of the Agent’s duties. If requested by the Agent, the Association agrees to take such reasonable steps as may be necessary to assist the Agent in stopping any abusive or harassing behavior by any unit owner or occupant or by any officer or director of the Association.

Section 5.5 On-Site Office: The services and personnel to be provided by Agent under this Agreement shall not include staffing an on-site office, unless so provided by an addendum to this Agreement executed on behalf of Agent and the Association. Any such on-site personnel shall be the employees of Agent and not of the Association. ~~Notwithstanding any provision herein to the contrary, the Association shall be responsible for all costs and expenses related to any on-site office, including but not limited to the costs and expenses of furnishing, equipping and operating an on-site office and all expenses relating to or resulting from the employment of Agent’s personnel to staff such on-site office, such as wages, employment benefits and withholding taxes.~~

**ARTICLE VI
INSURANCE**

Section 6.1 Insurance: The Agent shall maintain appropriate records of all insurance coverages carried by the Association, and the Agent shall purchase insurance for the Association, as directed by the Board. The Association authorizes Agent to execute, on its behalf, all documents that relate to the purchase or renewal of authorized insurance coverages, it being expressly understood that Agent's execution of such documents does not constitute its endorsement, recommendation or confirmation of the adequacy of such policies, or the coverages and limits provided for therein. The Agent shall investigate and report all accidents or claims for damage relating to the ownership, operation and maintenance of the Common Areas, including any damage or destruction to the Common Areas. From the Association’s funds, the Agent shall pay all premiums for insurance policies contracted by the Board. For any insurance that is required by law or the Governing Documents, the Agent shall advise the Board in writing forty-five (45) days prior to the lapse of coverage. The Association shall carry, at the Association’s expense, broad form public liability, ~~boiler, elevator liability~~, directors’ and officers’ liability, and other insurance, as needed, naming the Association and Agent in an agreed upon amount, adequate to protect their respective interests, in form and substance that is reasonably satisfactory to the Agent and the Association, and the Association shall furnish to the Agent an insurance policy declarations page evidencing the existence of such insurance. Unless the Association provides such proof of insurance prior to the effective date of this Agreement, the Agent may, but shall not be obligated to, place said insurance and charge the costs thereof to the Association’s account. The Association acknowledges that such policies may be subject to a cancellation fee if coverage is changed, modified or canceled after renewal by Agent. If, at any time, the Association allows any of its required insurance policies to lapse, Agent may immediately terminate this Agreement upon delivery of written notice to the Association.

Section 6.2 Subrogation: The Association expressly waives all rights of subrogation against Agent and its “additional insureds” for damages or losses, regardless of whether or not covered by any insurance obtained by the Association or required to be obtained by the Association pursuant to this Agreement. The policies of insurance required to be carried by the Association pursuant to this Agreement shall include an express waiver of subrogation either by endorsement or policy language. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.

Section 6.3 Insurance Claim Submission and Processing: ~~The Board authorizes the Agent, as representative of the Association, to submit minor property insurance claims to the Association’s insurance company, to communicate with the Association’s insurance company regarding such claims, and to coordinate and schedule property inspections incidental to such claims by insurance claims adjusters, claim representatives, and repair contractors. “Minor property insurance claims” are defined as claims involving property damage with an estimated repair cost of $10,000.00 or less~~.

The Agent is not authorized to submit any property insurance claims to the Association’s insurance company, to communicate with the Association’s insurance company regarding such claims, or to coordinate and schedule property inspections incidental to such claims by insurance claims adjusters, claim representatives, and repair contractors, without prior Board approval. ~~“Any property insurance claims” are defined as claims involving property damage with an estimated repair cost ofmore than $25,000.00.~~

Unless specifically requested by the Board, the Agent is not required to solicit competitive bids for repair, restoration or reconstruction related to losses covered by the Association's insurance so long as such work is completed for the amount of the insurance proceeds together with the claim deductible paid for such loss.

Notwithstanding any provision herein to the contrary, in cases of emergencies requiring immediate action, the Association hereby authorizes the Agent to take such emergency response action as the Agent deems necessary to protect the health and safety of the Association’s property and its residents, and assist insurance adjusters with damage assessments relating to such claims so they can be processed in a timely manner.

Section 6.4 Agent Not a Public Adjuster: The Board acknowledges that: (1) the Agent is not a public adjuster, and that the Agent is not accepting any compensation for acting or aiding the Association in negotiating and settling insurance claims involving real or personal property; (2) the Agent is not soliciting business as a public adjuster for claims involving real or personal property; and (3) the Agent is not soliciting business, investigating or adjusting losses, or advising the Association about insurance claims involving real or personal property for another person or entity engaged in the business of public adjusting.

The Board acknowledges that it has the option to retain a licensed public adjuster who, for a fee, can assist them in negotiating and settling an insurance claim involving real or personal property. The Agent will not retain a licensed public insurance adjuster without the Board’s consent.

Section 6.5 Optional Project Management Services: After the Association has settled a property insurance claim, the Board may retain the Agent to act as a Project Manager to provide supervision and oversight of the repair work at the property for a fee to be determined by the Agent and the Board. The Board is not obligated to retain the Agent to act as a Project Manager to provide such services but understands that such services are not included within the scope of this Agreement.

**ARTICLE VII
COMPENSATION**

Section 7.1 Management Fee: The Association shall pay the Agent a monthly management fee of $1,495.00 as compensation for the services provided under this Agreement. The management fee shall be paid monthly on the 1st day of the month. Unless otherwise agreed to by the Association in the budget and accepted by the Agent, the Agent may adjust the monthly management fee by an amount of not more than five percent (5%) of the monthly management fee, effective the first day of any renewal term after the initial Term. The Agent is directed to pay the management fee (and any other sums due to the Agent under this Agreement) from the Association’s funds, regardless of any other payments then required to be made. It is understood that clerical services such as regular monthly reporting and general correspondence of the Board are included in the management fee. Additional clerical services (for example, preparation and circulation of newsletters) are at the Association’s expense. Incidental costs per attached Exhibit A, or as otherwise described in this Agreement, are always at the Association’s expense.

Section 7.2 Sales Tax: If the Agent shall be required by law to collect or pay sales tax on any fees payable to the Agent hereunder, the amount of such sales tax shall be charged to and paid by the Association.

**ARTICLE VIII
TERM, RENEWAL AND TERMINATION**

Section 8.1 Term: The term of this Agreement shall commence on August 1, 2023, and shall continue for a period of two (2) years, ending on July 31, 2025 (the “Term”), subject to automatic renewal or termination as provided herein. If the Association is not completely satisfied with Gassen Company’s services within the first year, we will release you from your contract.

Section 8.2 Automatic Renewal: Upon the expiration of the Term, this Agreement will automatically renew for successive two (2) year periods. Any party wishing not to renew shall give notice to the other at least sixty (60) days prior to the end date of the current term of the Agreement.

Section 8.3 Termination: During the term of this Agreement (whether the original term or any renewal term), this Agreement may not be cancelled or terminated by either party except upon a material breach by the other party. In the event of a non-monetary material breach, the non-breaching party shall provide the breaching party with not less than sixty (60) days written notice and opportunity to cure the breach. Upon a monetary breach by the Association, the Association shall have ten (10) days after written notice from the Agent to cure the breach. If a monetary breach is not cured within such time, the Agent may accelerate the full remaining balance due to the Agent under this Agreement and immediately pursue collection of the same, together with its costs of collection and reasonable attorneys’ fees incurred in collecting such amounts. Unless the breach has been cured within such time, the non-breaching party may terminate this Agreement immediately and further performance by the non-breaching party shall be excused. All sums due to the Agent and all contractors, vendors or other service providers procured by the Agent on behalf of the Association shall be paid in full as of the date of termination. If the Association disputes any charges, sufficient Association funds shall be deposited in an escrow account under joint control of the Agent and the Association pending resolution of the dispute.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

Section 9.1 Notices: Any notice required or permitted to be served hereunder may be served by registered mail or in person as follows:

IF TO THE AGENT: Gassen Company Inc.

6438 City West Parkway

Eden Prairie, MN 55344

IF TO THE ASSOCIATION: President of the Board at

His or Her home address.

Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mail.

Section 9.2 Board Representation: The Board shall designate a single individual (and in his or her absence, alternates) who shall be authorized to deal with the Agent on any emergency matter relating to the Association or Common Areas. Non-emergency business will be conducted with the Board.

Section 9.3 Authority: The Board represents and warrants that it has the power and authority to enter into this Agreement on behalf of the Association and to bind the Association to the terms and conditions hereof. The person signing this Agreement on behalf of the Association has been expressly authorized to do so by the Board.

Section 9.4 Association Documents: Upon the inception of this Agreement, the Association shall supply the Agent with accurate copies of the Governing Documents, including articles of incorporation, declaration, bylaws, rules and regulations, plats and all amendments or supplements to these documents, with evidence of filing or recording as required by law, and current resolutions, current and accurate financial information, a current roll of members, owners or tenants, plus other pertinent information requested by Agent to permit Agent to perform its duties under this Agreement.

Section 9.5 Related Businesses: Agent has certain business affiliations with related companies, including without limitation Gassen Construction & Maintenance LLC and HOA Capital. These businesses have common ownership or may be under the same ownership as Agent. The Association or its members may be referred to one or more of these related businesses for the services or products that these businesses provide. Because of the relationships that exist among these related businesses, the Association or its members may be provided with a financial or other benefit for using their products or services. The Association is not obligated to use any of these related businesses as a condition of doing business with the Agent. The Association acknowledges that there are other non-related or affiliated businesses that provide the same products or services, and that the Association is free to make its own determination that it is receiving the best products or services at the best rates for such products or services.

Section 9.6 Non-Competition: During this Agreement and for a period of eighteen (18) months after the Agreement has terminated, the Association will not, without the prior written consent of the Agent, hire or attempt to hire as an employee, engage as an independent contractor, use the services of, in any way whatsoever, whether directly or indirectly, any person who was an employee of Agent during this Agreement. If the Association breaches this provision, the Association agrees to pay the Agent, as liquidated damages, an amount equal to six (6) times the monthly salary paid to the employee by the Agent for the last full month of employment prior to the time of the breach.

Section 9.7 Web Site\Internet Access: The Agent will provide access to the Agent’s internet website (“Website”) for informational and administrative purposes. Access to the Website is granted only so long as the Association is in good standing under this Agreement. The Agent will provide Website access in a manner consistent with industry standards. The Agent shall not be responsible for delays or interruptions in service to the Website beyond its control. The Association acknowledges and agrees that the Website and the computer systems that comprise the Website are proprietary to the Agent and/or its vendors. The Association will not permit any person to copy, revise, compile or reverse engineer any object code, source code or underlying processes of the Website or the related computer systems or software, except as expressly authorized by the Agent.

Section 9.8 Web Site Privacy Policy Statement: This Privacy Policy Statement discloses the privacy practices for the Website. The Agent recognizes the importance of protecting the privacy of personally identifiable information collected about the persons using the Website. In adopting this privacy policy, the Agent’s purpose is to balance its business interests in collecting and using information and the reasonable expectations of privacy of the persons using the Website. The Agent is committed to protecting the privacy of the visitors to the Website. The Agent will not sell or rent any personal information to a third party. The Agent will only use this information internally or to notify users of the Website regarding content updates or for the Agent’s own marketing purposes. The Agent is not responsible for the content or the privacy policies of websites that may be linked to the Website. The Agent’s primary goal in collecting personal information is to provide the user with an experience that best meets the user’s information needs. This includes information, links, and other types of services that the Agent believes will assist the Website users. By knowing something about the user, the Agent will be able to deliver more relevant content and therefore provide better service. The Agent may share aggregated research data, such as a user’s domain name and the website page visited, with advertisers or business partners. As a general rule, the Agent will not disclose any of a user’s personally-identifiable information, other than as set forth above, except (1) when the user specifically grants permission; or (2) if the Agent is required to do so, such as when the Agent has a good faith belief that the law requires it. Websites that have links to the Website may collect personally identifiable information about Website users. The information practices of linked websites are not covered by our privacy policy. Upon written request, the Agent will (1) remove a user’s personal information from the Agent’s database, thereby canceling the user’s subscription to our service; (2) correct any personal information that a user identifies as incorrect; or (3) permit a user to “opt out” of e-mail contact (excepting notification of changes to the service) while still allowing access to the site.

Section 9.9 Indemnification and Reimbursement of Legal Expenses: The Association agrees to defend, indemnify, and hold harmless the Agent, its representatives, directors, officers, employees, and/or real estate brokerage license holders, in their individual capacities, as may be applicable (all referred to herein as “Agent”), of and from all expenses, damages, or any liability whatsoever (including Agent’s reasonable attorneys’ fees and costs, as more fully described below), which may be imposed on the Agent, for any matter or thing arising under the Agent’s performance of this Agreement, unless such liability arises out of the Agent’s willful misconduct. The Association agrees to pay all costs and/or expenses incurred by the Agent, including reasonable attorneys’ fees and costs for counsel employed to represent the Agent or the Association in any suit, dispute or legal or administrative proceedings (“Suit” or “Proceeding”), whether or not any Suit or Proceeding is actually initiated, involving an alleged act by the Agent or the Association, or both (and whether or not such allegation is true or false), of any constitutional provision, statute, ordinance, law, or rule or administrative regulation of any government body, including without limitation, any matter related to real estate brokerage licensure, or in any way connected with the Agent’s duties hereunder. Nothing herein shall require the Agent to employ counsel to represent the Association or the Agent in any such Suit or Proceeding. Notwithstanding anything to the contrary, if the Agent is sued or threatened with any Suit or Proceeding, and if such Suit or Proceeding has not been permanently dismissed as to the Agent within ninety (90) days after commencement of such Suit or Proceeding, or if the Association fails or refuses to properly defend the Agent in the Suit or Proceeding, the Agent shall have the right, in Agent’s sole discretion, to retain the Agent’s own counsel to represent the Agent in such Suit or Proceeding. If the Agent retains counsel to represent the Agent in such Suit or Proceeding, the Association shall, upon demand by the Agent, reimburse the Agent for all of the Agent’s reasonable attorneys’ fees and costs incurred by the Agent as a result.

Section 9.10 Limitation of Liability: The Agent shall have no obligation to perform or render any services beyond those stated herein, unless pursuant to a separate written agreement and for the additional consideration to be agreed upon in the separate agreement. Notwithstanding anything to the contrary contained herein, the Agent shall be required to use only its own reasonable efforts and its own reasonable judgment in performing its duties and obligations under this Agreement and shall have no liability for failure to properly perform any of its duties or obligations, except for intentional misconduct. The parties agree that the maximum joint liability of the Agent, the Agent’s officers, employees, shareholders, and real estate broker’s license holders for any loss or damage in the event any of them are found to have been in breach of contract, negligent or otherwise at fault in the performance of the obligations herein, shall be limited to a sum equal to the Management Fee paid by the Association in any one year. All controversies, suits, claims, causes of action between the parties in any way, directly or indirectly, arising out of connected with or relating to the interpretation of this Agreement, the scope of services to be provided by the Agent, the actual services performed by Agent or any other matter stemming from this Agreement, including, but not limited to, (a) any promises, representations or statements of the Agent; (b) any breach of contract or act or omission of the Agent in the performance of its responsibilities hereunder; and/or (c) any other claims against the Agent, must be filed with a court of proper jurisdiction within six (6) months of the date on which relevant facts about the claim were, or reasonably could have been ascertained or else the claim cannot be pursued. In no event may any claim be brought against the Agent later than the one-year anniversary of the date of the first alleged wrongful act or inaction alleged against the Agent. In the event of a problem, dispute, claim or cause of action arising from the performance of the Agent, the Association agrees to promptly notify Agent in writing by U.S. Certified Mail. Any such notice must be received by Agent within 90 days from the alleged action or inaction, or such claim is waived and forgiven regardless of the date when the Association institutes formal action by way of litigation or arbitration. This is a condition precedent to any claim by the Association and is specifically agreed to herein in order that the Agent shall have prompt notice of the position of the Association. The terms of this paragraph shall survive termination of this Agreement.

Section 9.11 Compliance with Laws: The Agent may take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Association by any federal, state, county or municipal authority having jurisdiction thereover and any other legal orders; however, the Agent shall not be responsible for the Association’s compliance with any federal, state or local laws, and the Association shall be solely responsible to maintain itself in strict legal compliance with all federal, state and local laws, rules, orders and regulations of any type. Should the Association fail to operate itself in strict compliance with all federal, state and local laws or illegally discriminate in any manner, the Agent may terminate this Agreement, without the applicable notice that may be required elsewhere in this Agreement.

Section 9.12 Entire Agreement; Binding Effect: This Agreement shall constitute the entire agreement between the Association and the Agent, and no variance or modification of this Agreement shall be valid and enforceable unless in writing and signed by both parties. Should any provision of this Agreement be declared or decided by any court to be invalid or in conflict with the law, the validity of the remaining provisions of this Agreement shall not be affected thereby, and the remainder of the Agreement shall continue in full force and effect. This Agreement shall bind and inure to the benefit of the Association and the Agent and their permitted successors and assigns. This Agreement may be assigned by the Agent in connection with any corporate merger or acquisition or sale of substantially all of the assets of the Agent. If there is such an assignment by the Agent, the parties acknowledge and agree that Agent shall be released from all further obligations or liability hereunder upon the express assumption of such liability by the assignee. This Agreement may not be assigned by the Association without the Agent’s prior written consent. Such assignment shall not alter the Association’s remaining obligations to the Agent hereunder, if any.

Section 9.13 Governing Law; Venue: This Agreement shall be governed by the laws of the State of Minnesota. In the event of any dispute in relation to this Agreement, the matter will be venued in the state district court of Hennepin County, Minnesota.

Section 9.14 Headings and Captions: The headings and captions used herein are for convenience only and shall not be interpreted to modify the substantive terms of this Agreement.

Section 9.15 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first listed above.

ASSOCIATION: AGENT:

CARVER LAKE MEADOWS ASSOCIATION GASSEN COMPANY INC.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Its: President Its: CEO

Dated: Dated:

**EXHIBIT A**

**GASSEN COMPANY RATE SHEET**

**CARVER LAKE MEADOWS ASSOCIATION**

 **(may be periodically adjusted)**

**TYPE OF SERVICE RATE DETAIL**

Extra meeting at night $345/$495 Virtual/In Person

Extra meeting during the day $345/$495 Virtual/In Person

Additional meeting time $225/$300 Per hour virtual/in person

Annual Meeting assistant $200/$250/$400 Meeting/2+ hours/Saturday

Minute taking $ 150.00 Per hour

Rules and Regulations typing $ 150.00 Per hour

Newsletter $ 125.00 Per hour

Special project  $95/$115/$155 Per hour Clerical/Manager/Director

Project Management fee $ 105.00 Per hour

Loan projects $ 950.00 Per loan

Employment ads/Indeed/Zip Recruiter $ 29.00 Per day

Statement fee $ 2.00 Per statement

Conciliation/Court related service $ 750.00 Per appearance

Payroll fee for on-site staff $ 149.00 Per pay period/per employee

Payroll fee for on-site staff $ 99.00 For employees w/ paychecks < $200

Background checks for employees $ 75.00 Per background check

Flash Drive $ 25.00 Per each

1099 Forms $ 0.58 Per form (3 part form)

1099 Envelopes $ 0.20 Per envelope

1096 Form (1099 reporting to IRS) $ 0.17 Per form

Bank fees, monthly $19/$25/$35/$47 <50 units/51-100/101-150/151+

Storage fee, annually $ 225.00

Postage At cost

Laminating $ 1.50 Per sheet

Padded envelope $ 1.15 Per envelope

Window envelope $ 0.20 Per envelope

Ecru envelope $ 0.20 Per envelope

Large envelope $ 0.27 Per envelope

Payment envelope $ 0.17 Per envelope

Postcards $ 0.25 Per postcard

Letterhead $ 0.27 Per sheet

Plain ecru paper $ 0.27 Per sheet

Colored paper $ 0.27 Per sheet

Labels-DYMO $ 0.35 Per label

Mailing labels $ 0.27 Per label

Color print $ 0.90 Per page

Copies/printing $ 0.27 Per page

Scans $ 0.25 Per page