



Condominium Association Management Agreement

The _____ Association's Board of Directors (hereafter The Association) hereby exclusively appoints Agent, J Keller Properties, LLC (hereafter Manager), to manage the Association in accordance with its covenants, conditions and restrictions, bylaws, and all Federal and State laws for a period of 90 days beginning on the ___ day of _____, 20____ and ending on the ___ day of _____, 20____. At the end of said term this contract shall renew on a recurring 90 day basis until either party submits a formal written 90 day notice.

MANAGER'S DUTIES AND RESPONSIBILITIES- Manager shall have duties and responsibilities including, but not limited to, the following:

A. ADMINISTRATIVE

The Manager Shall:

- 1) Provide a permanent contact person for communications between the Board and the Association unit Owners. The initial contact person shall be Jon Keller or Drew Fanelli.
- 2) Assume and administer current sub-contractor contracts in effect at time of new Management Contract for Services.
- 3) Set up and maintain a current owner database. Such information will be made available to The Association electronically if available.
- 4) Attend periodic Board Meetings as set by Board. Not to exceed 4 meetings per year. Board shall provide minutes to Manager.
- 5) Enforce Association Covenants, Conditions, and Restrictions as outlined in Association by-laws and Master Deed.
- 6) Provide a password-protected webpage at www.jkellerproperties.com devoted to The Association with pdf access to by-laws, master deed, owner directory, and whatever other materials the Board advises.

B. ACCOUNTING DUTIES

The Manager Shall:

- 1) Maintain a separate checking account in the name of the Association. No funds belonging to the Association shall co-mingle with Manager or any other properties' funds.
- 2) Collect and deposit all fees, dues, and assessments dictated by the Board of Directors in the approved (monthly, quarterly, or annual) basis and provide payment coupons to all owners.



- 3) Send notices as required to owners who have failed to pay association dues.
- 4) Disburse funds in payment of bills incurred in the normal day-to-day maintenance and operations of the property.
- 5) Maintain accurate records of all monies received and disbursed in connection with management of the property. All such records shall be available for inspection by The Association at any reasonable time; online or otherwise.
- 6) Render monthly financial reports to The Association
- 7) Prepare an annual operating budget and submit the same to the Board for its approval.
- 8) Mail or deliver to each property owner the annual operating budget.
- 9) Arrange to have an accountant complete a tax return for the Association and mail it to the IRS in a timely manner, or assist Board in filing the 1120H form.
- 10) Provide appropriate 1099 forms to vendors annually and submit to the IRS.

C. PROPERTY MAINTENANCE

The Manager Shall:

- 1) Arrange for necessary repairs and/or supplies needed to maintain The Association and its common areas at The Associations expense.
- 2) Secure bids for repairs and/or improvements when requested by the Board and verify that the final charges comply with the accepted bid. The Association understands and accepts that said repair/improvement projects may be performed by corporations/individuals related to the Manager and in all situations, charges will be at competitive prices and all relationships shall be disclosed.
- 3) Charge additional fees for extensive projects requiring excessive amounts of Manager's time.
- 4) Ensure that vendor's are licensed and insured in the State of Michigan.
- 5) Invoice common and recurring maintenance performed for \$50/hour. The Board or an appointee shall review and approve any bills prior to payment.
- 6) Invoice 1.5 times the base rate for any services performed on weekends, after hours, or Holidays.

It is understood and agreed that The Association shall indemnify and hold Manager harmless for all actions and all lawful omissions under this agreement. The Association's obligations shall include, but are not limited to, the following.

The Association Shall:

- 1) Maintain adequate fire and extended insurance coverage and liability insurance coverage naming Manager as an additional insured. Manager shall assist in seeking bids for insurance, but ultimate responsibility for obtaining and securing proper insurance coverage rests on The Association.



- 2) Promptly furnish Manager, upon request, any and all documents required to properly manage the property.
- 3) Agree to indemnify and save J Keller Properties, LLC, it's agents, employees, officers, and directors harmless from any costs, expenses or liability, including attorney fees, resulting from an injury to person or property occurring on the property or on the grounds of the property, and if insurance is not provided as set forth above, The Association shall be responsible to fully indemnify J Keller Properties, LLC, it's agents, employees, officers, and directors from any liability imposed by law for any property damage or personal or bodily injury arising on the property.

MISCELLANEOUS PROVISIONS

- 1) The Association agrees that the property shall be managed in full compliance with all applicable laws and regulations. Manager is expressly authorized to take all actions necessary to meet and comply with all such laws and regulations.
- 2) When legal counsel is required, The Association shall designate and approve said counsel. The Association shall pay all expenses for legal assistance and counseling.
- 3) Should any part of this agreement be deemed void by a court of law, the remaining parts shall remain in full force.
- 4) J Keller Properties, LLC shall not be liable to The Association for its good faith errors or actions or omissions in the performance under this agreement, unless such conduct is deemed to be grossly negligent or to be intentional misconduct.

FEES

- 1) The Association shall pay to Manager for its property management services hereunder the amount of \$ _____ per unit per month collected on a monthly basis. The Association hereby expressly authorizes Manager to deduct all fees due Manager from collections received.

AMENDMENT

- 1) This agreement constitutes the entire agreement between The Association and Manager and no amendment or modification thereof shall be valid or enforceable except by supplemental agreement in writing, executed by the parties.

NOTICES

- 1) All notices required under this agreement shall be in writing, and in the case of The Association, shall be mailed to the following address:



And to Manager at the following address:

J Keller Properties, LLC
PO Box 2093
Ann Arbor, MI 48106

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year of the above written.

DATE: _____

By:

Subject Property:

J Keller Properties, LLC

Association President: _____

Association Officer: _____

Jon Keller, President

Association Officer: _____

J Keller Properties, LLC