

**MANAGEMENT AGREEMENT**  
for  
**Goose Creek Homeowners Association, Inc**

THIS AGREEMENT, made and entered into this 10th day of April, 2025, by and between **Goose Creek Homeowners Association Inc**, a Florida not-for-profit corporation hereinafter referred to as "Association", and **Kirby Management Group**, a Florida business hereinafter referred to as "Manager".

WITNESSETH:

WHEREAS, Association, pursuant to its Declaration of Homeowners Association, other governing documents, and exhibits attached thereto, is charged with the responsibility of management of the Goose Creek community, hereinafter referred to as "Property"; and

WHEREAS, Manager provides Association and community management services to residential developments; and

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants hereinafter set forth, it is agreed as follows:

**SECTION #1 - Terms of Agreement**

**1.1 Terms of Agreement**

Agreement shall continue for a term of twelve (12) months, automatically renewable annually until terminated by either party pursuant to Section #8 of this Agreement. The Agreement will renew at January 1, 2026, and continue to renew to match the calendar year.

**1.2 Exclusivity**

Services provided for herein shall be performed exclusively by Manager. Manager shall operate under the direct supervision of Association's Board of Directors.

**SECTION #2 - Responsibilities of the Association**

**2.1 Power and Duties of the Association**

Association and its Board of Directors will be expected to perform its duties as set forth in Association's governing documents and as specifically required by the laws of Florida Statutes Statute Chapter 617 (Corporations Not-For-Profit), Chapter 720 (Homeowners Chapter), and by any other applicable laws, statutes, or ordinances. Association is ultimately responsible for all actions, whether taken directly or done indirectly with the Association's approval through Manager.

**2.2 Financial Management**

Directors and officers will fulfill their fiduciary duties, exercising discretion reasonably believed to be in the best interests of Property, and conduct business in a transparent manner. The Board agrees that Manager will have operational control of Association's financial accounts and Manager will not be unduly hindered in performing all financial services as required by this

contract. Association Treasurer, President, and/or other designated Board Member, as necessary, will be the liaison between Manager and the Board.

### 2.3 Maintenance & Landscape Services

Members of the Board will be ultimately responsible for maintenance and landscape goals, procuring services, obtaining input from unit owners, following up on regular and special maintenance services, reporting neighborhood violations, handling architectural control issues, etc., even though many of these tasks will be accomplished indirectly through Manager. Manager will advise the Board regularly concerning its knowledge of any of these matters.

### 2.4 Record Keeping

The Association will allow all records to be kept at Manager's place of business to facilitate access by various individuals and entities. Copies or originals of all letters, notices, flyers, surveys, maintenance and landscape requests, or any other document not processed and distributed by Manager will be given to Manager for insertion into the official records. Manager will not be responsible for incomplete Association records resulting from documents and correspondence not being forwarded in a timely manner.

### 2.5 Meetings

All meetings and elections will be open, fair, and noticed properly. All final meeting schedules and agenda topics will be determined by the entity that is meeting (Board of Directors, committees, membership). All meetings will have a chairperson that will not be Manager. Minutes of all Board meetings will be taken by the Secretary of the Association or the Secretary's designee who will work with Manager to distribute them appropriately.

### 2.6 Officer Responsibilities

See Attachment "A" for the expected responsibilities of the primary officers of the Association, unless otherwise agreed to in writing.

## **SECTION #3 - Employment Provisions**

### 3.1 Independent Contractor Relationship

The parties hereto agree that Manager is an independent contractor and not an employee of Association and nothing within Agreement shall be construed to result in any contrary interpretation.

### 3.2 Powers and Duties of Manager

Manager shall have the powers and duties necessary to carry out the provisions set forth in Agreement and other governing documents, except decisions, powers, and duties that are specifically granted to Association members and Board of Directors by the laws of Florida Statute Chapter 617 (Corporations Not-For-Profit), Chapter 720 (Homeowners Chapter), or by any other applicable law, statute, or ordinance. Manager will operate only under the direct supervision of Association's Board of Directors.

### 3.3 Individual Managers

Agreement is between Association and a management firm, not an individual. As such, Manager reserves the right to assign fulfillment of Agreement, either temporarily or permanently, to any qualified employee of the management company. As required by law, various management

activities will only be performed by individuals with a state-issued Community Association Management (CAM) license.

### 3.4 Professional Services

Manager may retain such professionals (CPA, attorney, engineer, etc.) whose services may be reasonably required, but only within budgeted parameters and only after prior approval of Association's Board of Directors.

## **SECTION #4 - Financial Management**

### 4.1 General Provisions - Financial

Association authorizes Manager to perform the financial act necessary in to carry out its duties as outlined herein and as required by Association's governing documents. All financial activities shall be provided in accordance with Association's budget and governing documents and any federal, state, or local laws and ordinances.

### 4.2 Collection of Dues and Special Assessments

Association authorizes Manager to collect all regular dues and other authorized assessments and sums, along with applicable late fees and interest charges. Manager will make every reasonable effort to collect delinquent sums. While Manager may from time to time wish to collect by phone call or personal contact, doing so will not be a contractual requirement of collection. If authorized by Association, Manager may take action on delinquent dues and assessments, in the name of the Association, by way of making, recording, and satisfying liens, foreclosing liens, or by way of other legal process. Manager will comply with all federal and state laws rules and regulations regulating the collection of debt and debt collectors. The Association is not responsible for the Manager's failure to do so.

### 4.3 Payment of Expenses

Manager will review all invoices received for services, work, and supplies in connection with the maintenance of Property and operation of Association, and cause to be paid all such invoices, charges, taxes, assessments, and other such sums which become due and payable. All invoices should include clear language on what was provided and copies to be included in the monthly financial report. All payments made by Manager shall be made from Association funds provided to Manager. Obligations or expenses incurred shall be on behalf of, and at the expense of, the Association.

### 4.4 Disbursement Authorization

Manager will have primary use of Association's operating account. Both Manager and *at least* one member of the Board will have authority to sign checks, although only one signature will be needed for regular disbursement of funds. Manager is granted authority to pay non-budgeted expenditures up to three hundred dollars (\$300) annually, provided that thorough documentation of purchases is provided. All regular disbursements of funds will be executed by Manager within parameters set forth by the annual budget and within the means of the operating account.

However, emergency expenditures may be made by Manager, irrespective of the cost thereof, if immediately necessary for the preservation and safety of the Association property or for the safety of the unit owners, tenants or other persons, or if required to avoid suspension of any necessary service to the Association, but **only** if the Board is unavailable to give emergency authorization.

#### 4.5 Manager's Funds

Manager shall not be obliged to make any advance of its own funds, nor shall Manager be obliged to incur any liability or obligation, on behalf of Association. Manager may voluntarily advance its own funds at any amount for the payment of proper obligations or necessary expenses connected with the maintenance or operation of Association. If Association funds are insufficient to fully reimburse Manager, Association shall assess homeowners in an amount sufficient for reimbursement.

↓ FOR THE FISCAL YEAR  
OF A MAXIMUM OF  
\$300.00

#### 4.6 Banking and Reserve Accounts

Manager will establish and maintain, in the name of Association, such checking and other type of financial accounts in which Association's money may be placed as necessary for the operation of Association business. All funds will be in banks or other institutions as allowed by Florida law. All funds collected from Association's members, or otherwise accruing to the Association, shall be deposited into these accounts by Manager who will ensure suitable designation of account sources and keep separate any similar funds which may be collected by Manager on behalf of other entities it manages. Manager may not change Association's deposit accounts without Board approval.

#### 4.7 Operating Budget

Manager will assist Association in preparing an operating budget that sets forth the anticipated income and expenses for the following year and furthermore will notify unit owners of changes in regular dues and special assessments as determined by the Board of Directors in accordance with Association's governing documents. Finalization and amendment of any budget is the responsibility of the Association.

#### 4.8 Monthly Financial Reports

Manager will furnish monthly financial reports to the Board Members of Association, showing funds received and disbursed by Manager, and showing end-of-month delinquencies. All reports will be developed and maintained in accordance with generally accepted accounting principles (GAAP) and rules of the Board of Accounting of the Florida Department of Business and Professional Regulation. Manager will perform periodic internal reviews of Association's finances, but no independent or external audit shall be required unless requested and paid for by Association.

#### 4.9 Annual Financial Statements

Manager will arrange for preparation of Association's annual financial statements by a certified public accountant if required by law or requested by Association. Such statements will be compiled, reviewed, or audited, according to Florida Statute Chapter 720 and will conform to generally accepted accounting principles and the rules of the Board of Accountancy of the Florida Department of Business and Professional Regulation.

#### 4.10 Real Property Taxes

If necessary, Manager will collect and pay when due, any real property taxes on behalf of the Association, except to the extent that the same are collected and paid directly by unit owners.

#### 4.11 Tax Returns and Corporate Annual Report

Manager will prepare, on behalf of the Association, any necessary IRS tax returns, annual or otherwise. The corporate annual report will also be submitted to the State of Florida each year, indicating the Association's registered agent, officers, and Directors.

#### 4.12 Financial Records

Manager will maintain Association's financial books, accounts, and other records as required by Association's governing documents and by Chapters 617 and 720 of the Florida Statutes. Such records shall be kept at Manager's place of business and shall be made available by request for inspection by Association members and any representative of the Association, at reasonable times during normal business hours in accordance with applicable statutory provisions concerning the inspection and copying of records by members of the Association other than Board members.

### **SECTION #5 - Maintenance**

#### 5.1 General Provisions - Maintenance

Association authorizes Manager to perform any maintenance act necessary to carry out its duties as outlined herein and as required by Association's governing documents. All costs of maintenance services and responsibilities shall be born solely at the expense of the Association. All maintenance services shall be performed as often as necessary to adequately operate and preserve Property.

#### 5.2 Inspections

Inspection of Property shall be a collaborative effort between Association and Manager. Manager shall make a minimum of one, and a maximum of four, monthly on-site inspections of Property to determine maintenance needs, owner and resident violations, and review the work of contracted vendors. Manager will render reports and make recommendations concerning Property to Association's Board of directors. See Attachment "B" for costs of additional inspections by Management.

#### 5.3 Buildings and Equipment

The maintenance, repair, and replacement of any property, buildings, equipment, and improvements shall be a collaborative effort between Association and Manager, given budgetary constraints and other operational limitations.

#### 5.4 Maintenance Purchases and Supplies

Manager, subject to prior approval of Association, will cause to be purchased any equipment, tools, vehicles, appliances, goods, supplies, and materials as reasonably necessary for the operation of Association and preservation of Property.

#### 5.5 Contracted Services

With approval of the Board, Manager shall direct, supervise, and order to be done those things necessary to preserve and protect the community as required by Association's governing documents and by Agreement. If requested by the Board of Directors, Manager will prepare requests for proposals, contracts for services, and obtain up to five bids for necessary services. All bids and contracts will be presented to the Board for awarding. Payment for all services will be made from Association's operating account.

#### 5.6 Individual Units

Manager will not be responsible for the repair and maintenance of the exterior or interior of individual homes unless Association's governing documents require Association to do so. However, Manager may arrange such services with individual unit owners, at their cost. All revenue for such work shall be the sole property of Manager and Association shall have no interest therein.

#### 5.7 Access

Manager shall have access to all common areas, cross-easements, maintenance areas, equipment sheds, etc., for the necessary maintenance, repair, or replacement of any common element or utilities, or for the making of emergency repairs necessary to prevent damage to common areas, cross-easements, or other units.

### **SECTION #6 - Administration**

#### 6.1 Board Meetings

Manager shall distribute all meeting notices and agendas. Agendas will be determined by Association and if necessary include collaborative efforts between Association and Manager. All meeting dates will be decided by the Board of Directors. Manager, or a representative thereof, will attend meetings for no longer than 1.5 hours each, or for a maximum of 3 hours per month. See Attachment "B" for cost of additional time spent at meetings. Minutes will be taken by Association Secretary or the Secretary's designee, collaborated on with Manager, then distributed by Manager.

#### 6.2 Other Meetings

Management will assist with and attend meetings other than those of the Board on an as-needed basis. These meetings will included in the 3-hour monthly maximum (see 5.1, above).

#### 6.3 Compliance With Governing Documents

Association and Manager together will endeavor to secure full compliance by the unit owners and tenants with Association's Articles of Incorporation, Declarations, By-Laws, Rules and Regulations, etc. (governing documents) and with such rules and policies as Association may from time to time establish. Manager shall inform the Board of Directors of all complaints from unit owners and tenants with regards to compliance issues.

#### 6.4 Legal Compliance

Manager may take such action as necessary to cause compliance with any and all orders and requirements affecting the premises, placed thereon by any federal, state, county, municipal or other governmental or regulatory authority having jurisdiction, unless specifically instructed in writing by Association that such orders or requirements are to be contested, and that Manager shall not comply with same. Manager will also endeavor to encourage Association's compliance with any provisions set forth by Florida Statute Chapters 617 and 720.

#### 6.5 Availability

Manager will be reasonably accessible the Board, unit owners, tenants, vendors, and any on-site personnel by telephone, email/correspondence, and in person, by appointment, during Manager's normal business hours. Association shall make provisions for business and emergencies that occur after hours or during times when Manager's office may be closed, or when individual Manager assigned to Association is unavailable due to illness, vacation, etc.

#### 6.6 Insurance

Where authorized by Association, Manager shall assist with keeping in force any necessary and elected Association insurance policies. Manager will promptly investigate and report to the Board of Directors all accidents or claims for damages relating to the ownership, operation and maintenance of the common elements, and shall cooperate with the insurance carrier in connection therewith. If Manager is required to expend more than one hour doing research of Association's records for information required by carrier, additional charges will apply (see Attachment "B"). Any expense associated with premiums for any policy will be the sole responsibility of Association. Manager is authorized to pay all premiums from the annual operating account as approved in the annual budget.

#### 6.7 Association Records

Manager shall keep all records of Association, including but not limited to, corporate records, minutes, correspondence, all governing documents and their amendments, individual unit files, owner and tenant rosters, service bids and contracts, receipts, insurance policies, financial reports, complaints, newsletters, payroll records, copies of all mass-distributed documents, etc.

### **SECTION #7 - Compensation**

As compensation for services rendered pursuant to Agreement, Association shall pay to Manager an annual fee determined by the yearly budget and subject to change each year. The annual fee as of January 1, 2025, is \$7,800. In addition, the sum of \$300.00 for office supplies is added annually for basic business expenses. Required/Special mailings are budgeted at \$1,100.00 for 2025. Other mailings that may be necessary will be negotiated and approved in advance by the Board. Manager is authorized to deduct the monthly amount from the operating funds of Association as a normal recurring operating expense. All costs Associated with Association's monthly use of postage, copying, printing, supplies, and general administrative expenses will be paid from the operating account as set forth in the annual budget, based on a flat rate per month. Office supplies and charges are based on a total potential yearly expense with minimal profits for the management company. Management is not entitled to any unused funds noted for basic office supplies or mailings. These amounts are budgeted and noted above for clarity.

### **SECTION #8 - Termination**

#### 8.1 General Termination

Either party may terminate Agreement with a minimum of sixty (60) days written notice. Agreement may not be changed, waived, altered, or terminated orally. If less than sixty (60) days notice is given, the terminating party must pay the other party the regular fee as agreed upon in this contract, up through what would have been the termination date if sixty (60) days notice had been given.

#### 8.2 Alternate Termination

Agreement may be terminated without regard to the number of days given, and without financial penalty to either party, for cause or if both parties agree in writing to an alternate termination. No liability for breach of contract shall be construed by such actions.

#### 8.3 Assignment of Contract

If the business of Manager is dissolved, merged, bought outright, or otherwise divested, Manager may assign Agreement to another party for a maximum period of sixty (60) days with written notification to the Association. If such an event occurs, and Association desires to terminate Agreement with any new management firm, the required notice of termination as provided for in 8.1 will change to thirty (30) days, after the effective date of turnover.

#### **8.4 Settling Accounts**

If Agreement is terminated, Manager shall immediately pay all Association's outstanding invoices. The current operating account will be closed by Manager after all outstanding invoices are paid but only with Board approval. Manager will provide a final statement of account within thirty (30) days after the effective termination date.

#### **8.5 Delivery of Records**

Upon termination of Agreement, Manager shall deliver to Association or its representative all records, keys, equipment, materials, supplies, and other property of Association. Upon delivery of the same, all obligations, responsibilities, and duties of Manager shall terminate.

### **SECTION #9 - Miscellaneous**

#### **9.1 Manager's Other Services**

Association shall not prohibit Manager from marketing other services to individual unit owners. Owners who wish to hire Manager to provide real estate services, including sales, comparative market analysis, and rental property management, may do so. Individual unit owners will be responsible for payment to the Manager for such services and the Association shall have no interest in that revenue.

#### **9.2 Authority**

By execution hereof, Association represents to Manager that it has the authority to enter into Agreement.

### **SECTION #10 - Indemnification**

This indemnification provision is intended to cover claims made by third parties against Agent. This provision does not apply to claims between Association and Agent related to any alleged breaches of this Agreement. Those claims are beach of contract claims between Agent and Association. However, if any third party brings claims against Agent, then those claims, including claims by owners, tenants and any other third parties, are covered by this Indemnification clause. For purposes of this section, the word "claims" shall include both pre-suit demands and demands made in lawsuits. Unless it is judicially determined that Agent engaged in intentional misconduct or acted with gross negligence, the Association shall have the obligation to indemnify, defend, and save Agent harmless from all suits, losses, liabilities or claims brought against Agent by third parties arising out of , connected with, or related to Agent's management and maintenance of the Association or the Association's Property. The Association shall pay all expenses incurred by Agent as a result of any such indemnified claim or action including, but not limited to, all attorney's fees, costs, and expenses. As an example, if an owner slipped and fell on Association's Property and filed a lawsuit claiming Agent was negligent, that would be an indemnified claim and would most likely be covered by the Association's insurance. However, if the Association filed a lawsuit against the Agent claiming a breach of this Agreement, such as the failure to pay an invoice on time which had been



properly approved and submitted for payment, then that would be a breach of contract under the Accounting Services Section of the Agreement and would not constitute an indemnified claim. These examples are for illustration purposes only and are not meant to be inclusive of all possible examples.

Regardless of whether a claim is an indemnified claim or a breach of contract claim, if the Association's insurance covers the alleged wrongful conduct, then the Association's insurance shall be applicable to the full extent of the insurance coverage. If Association's insurance is insufficient to resolve a claim against Agent, Association remains obligated under this Indemnification clause, including to reimburse Agent for any expenses paid by Agent required to resolve the claim.

All provisions of this Agreement that require the Association to insure and to defend, reimburse or indemnify Agent shall survive any termination or expiration of this Agreement. If Agent is or becomes involved in any proceeding or litigation by reason of have been the Association's Agent, such insurance and indemnification shall apply as if this Agreement were still in effect.

**SECTION #11 - Signature Page**

**EXECUTED BY ASSOCIATION:**

**PRESIDENT**

Sign Name: Jean Porto

Print Name: JANICE PORTO

Date of Signature: April 10, 2025

**TREASURER or SECRETARY**

Sign Name: Ginger Hushour

Print Name: Ginger Hushour

Date of Signature: 4/10/25

**EXECUTED BY MANAGER**

Sign Name: D. Hayes

Print Name: Danny Hayes

Date of Signature: 4-10-25

**ATTACHMENT "A"**  
**OFFICERS' RESPONSIBILITIES**

**PRESIDENT**

The President will act as the main liaison between the Board of Directors and Manager regarding day-to-day operations of the Association. Directives and priorities of the Board are given to the Manager by the President, at meetings or otherwise. Except with regards to general financial matters, Manager reports back to President on all activities. The President acts as commander-in-chief and will be the chairperson at all Board meetings, ensuring the agenda is followed and protocol is kept.

**VICE PRESIDENT**

The Vice President will perform all commander-in-chief duties during the absence of the president or other officers and will coordinate all community projects with the Manager.

**TREASURER**

The Treasurer or the President will act as the financial liaison between the Board of Directors and Manager and will be the person that other Board members contact to discuss financial operations and dues delinquencies. Manager will submit all monthly financial reports and initial budget proposals to the Board and the treasurer to assist him/her in presenting financial reports at meetings. The treasurer will reasonably ensure the accuracy of financial information and report to the Board on all financial matters of Association, including updates on liens and foreclosures.

**SECRETARY**

The Secretary or the Secretary's Designee will take minutes at all Board of Directors meetings. The Board will collaborate with Manager to create, edit, and approve any documents, forms, letters, etc. that Association may need for day-to-day operations or for special projects. The Secretary and the Manager will reasonably ensure that all Association records are in order and that systems for preservation of records is adequate.

Initial:

  
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