

**MANAGEMENT AGREEMENT
BETWEEN
HOA COMMUNITY SOLUTIONS, LLC
AND
Poulsbo Place Trios Condominium Association**

This Agreement is made on Jan 07, 2024, by, and between HOA Community Solutions, LLC, a Washington limited liability company ("Agent"), and Poulsbo Place Trios Condominium Association, a Washington non-profit Homeowners Association, hereinafter called "Association".

In consideration of the terms, conditions and covenants hereinafter set forth, the parties mutually agree as follows:

1. **DESCRIPTION OF THE ASSOCIATION / AUTHORITY.** Poulsbo Place Trios Condominium Association is a residential community currently consisting of approximately 30 units. The community is governed by the documents referenced on the attached **Exhibit A** (the "Governing Documents"). The Governing Documents of the Association provide that the elected Board of Directors (hereinafter referred to as the "Board") may engage the services of an agent, and each homeowner (as a member of the Association) shall be bound by the terms and conditions of all agreements entered into by the Board.
2. **APPOINTMENT OF AGENT / INDEPENDENT CONTRACTOR.**
 - 2.1. The Association hereby appoints the Agent, and the Agent accepts appointment, on the terms and conditions hereinafter provided, as the exclusive management service provider of the Association, to manage the affairs of the Association in accordance with the terms and conditions of this Agreement. The Board may delegate any of its powers and duties to Agent; provided, however, the Board when so delegating shall not be relieved of its responsibilities as specified in the Governing Documents; and provided further, any such delegation shall comply with the applicable provisions of chapter 64.38 RCW, chapter 64.32 (A) RCW, chapter 64.34 RCW, chapter 24.03 RCW and 64.90 RCW as applicable.
 - 2.2. It is expressly understood that Agent is to perform services as an independent contractor. In no event shall Agent be deemed the employee of the Association. It is further understood that the individual agents, employees, officers, directors, members, managers and all other personal representatives of Agent and the Association are not parties to this Agreement, except to the extent that any of them have a right of indemnification under the terms of this Agreement.
 - 2.3. The Association understands that Agent is engaged in similar management duties under the contract with other Associations and property owners, and therefore, it is not intended that the Agent devote full-time to the business of the Association. Agent shall, however, devote all necessary time to the business of the Association to cause the orderly operation of the Association, consistent with generally accepted industry standards in the area of community association management and with due consideration to compensation paid under the terms of this Agreement. The Association also understands that Agent is engaged to perform services in relation to matters arising only during the term of this Agreement, termed "current services" and that the base compensation under the terms of this Agreement does not cover services for matters which precede or follow the term of this Agreement, including any extension of that term.
3. **DUTIES AND SERVICES OF AGENT.**
 - 3.1. **Generally.** It shall be the duty of Agent during the period of this Agreement to provide counseling and advice to the Board, and its committees in accordance with generally accepted industry standards for community association management in the local area. Agent shall undertake best efforts to implement the decisions of the Board, subject to the compensation schedule and the limitations contained in this Agreement. It shall be the duty of Agent, during the term of this Agreement, to operate and maintain the property in a manner consistent with all federal, state and

local laws, ordinances and regulations, with prevailing community association industry standards, and with the overall plan of this Association, as reflected in the policies adopted by the Board. It is further understood and agreed that the authority and duties conferred upon the Agent under the terms of this Agreement are confined to the "common areas" as defined in the Governing Documents. The authority and duties of Agent do not and shall not include supervision, management, or interior maintenance of individual lots or units except as may be specified by separate agreement.

3.2. General Management.

3.2.1. Counseling. Agent shall utilize its experience, professional skills and knowledge to provide counseling and advice to the Board and its committees in accordance with generally accepted industry standards in the area of community association management. Agent shall inform the Board, on a continuing basis, concerning legislation, decisions, tax rulings, insurance and financial practices pertaining to Homeowners Associations, which come to Agent's attention. In furtherance of this responsibility, Agent shall maintain standards for the education of its professional staff and cause the staff to take appropriate steps to remain informed concerning community association matters.

3.2.2. Development of Policy. Agent shall provide the Board from time to time with draft copies of recommended procedures containing standard specifications, policies, and procedures for procurement and operations and other items relating to the operation of the Association's affairs.

3.2.3. Implementation of Policy. Agent shall undertake reasonable efforts to implement the decisions of the Board and the Association membership subject to the compensation schedule provided in this Agreement. However, Agent shall not be obligated to implement any decision which (a) is contrary to applicable law or the Governing Documents of the Association, (b) would involve transactions or services about which Agent has no expertise, knowledge, or requisite license, or (c) would involve transactions or services which are not expressed in this Agreement. If compelled to act pursuant to a directive of the Association, which may be in conflict with this provision, Agent, at the expense of the Association, upon prior notice to the Association, may seek an independent opinion of legal counsel.

3.2.4. Enforcement of the Governing Documents. Agent shall report to the Board on any actual and/or anticipated violations of the Governing Documents, which come to Agent's attention, and take actions within its scope of authority to seek cures for such violations. Agent shall provide administrative support to the Board in connection with its activities and responsibilities to enforce the provisions of the Governing Documents.

3.3. Solicitation of Proposal for Service. Agent shall make recommendations to the Board concerning the propriety and desirability of engaging in contracts for goods and services based on local community association industry standards. Agent shall assist the Association in acquiring such goods and services by participating in the development of bid specifications, solicitations of bids, qualification of vendors or contractors, and making recommendations to the Board. Agent shall not be obligated to solicit or interview more than three (3) third parties for each kind of goods, materials and services to be supplied to the Association. All contracts for work for which the estimated cost exceeds Five Thousand Dollars (\$5,000) shall, whenever possible, be let pursuant to competitive bids from three contractors based on written specifications approved by the Board. All contractors recommended by the Agent must supply verification of insurance, bonding and licensing with bids, as appropriate. Agent may charge a separate fee for these services as mutually agreed.

3.4. Contracting. Subject to approval by the Board, Agent shall arrange for the Association to enter into contracts for water, electricity, gas, fuel, garbage collection, telephone, pest control, maintenance, landscaping and grounds care, and maintenance and general repair of other common areas and facilities, including electrical and mechanical systems, security, laundry equipment, and other necessary services, or such of them as the Association shall deem advisable. Agent shall place purchase orders for any equipment, tools, appliances, materials, and supplies necessary to properly maintain the property for which the Association is responsible. All such contracts and orders will be

subject to the limitations set forth in subparagraph 3.4.3. When taking bids or issuing purchase orders, Agent shall be under a duty to secure, for the credit and benefit of the Association any discounts, commissions or rebates obtainable as a result of such purchases. Agent shall not incur any liability maturing more than one (1) year from the commencement of the contract or obligation without first obtaining the approval of the Board. All contracts on the behalf of the Association shall be in writing, executed only by an officer of the Association unless in case of emergency or unless Agent is specifically directed by Board resolution to execute a specific contract on behalf of the Association. Agent shall use reasonable diligence to assure that contracts and agreements between the Association and suppliers or service providers are performed in accordance with their terms and to inform the Board in the event that performance is considered by Agent to be inadequate or contrary to the agreed terms.

3.5. Property Management.

3.5.1. Preventative Maintenance. Agent shall advise and assist the Board to establish and thereafter implement a preventative maintenance program for all real and personal property for which the Association is responsible, as approved by the Board. This preventative maintenance program shall be developed and maintained on a regular basis reflecting useful life cycles of the Association's improvements and/or equipment. Agent shall also establish and monitor a seasonal maintenance program for any Association owned heating and cooling systems both to ensure working operations and to conserve utility consumption.

3.5.2. Work Request Administration. Agent shall receive requests from owners for services concerning those common areas or other property owned by the Association and for which the Association is responsible to maintain. Maintenance requests and/or complaints concerning common areas received by Agent will be forwarded to the Board or to the Association's contractors for correction in accordance with the policies of the Association.

3.5.3. Vendor Site Meetings. Vendor site visits are not included in the monthly contract pricing. Agent shall solicit vendor services and ask an Association or Board representative to meet with the vendor on site as appropriate or needed. Additional fees may be charged if Agent must meet on site with contractors, board members or representatives.

3.5.4. Emergency Service. Agent shall provide a 24-hour emergency service contact number to the Association, which shall also be available on weekends and holidays.

4. DUTIES OF ASSOCIATION.

4.1. Provision and Accuracy of Records. The Association shall promptly furnish Agent with all documents and records required for the management of the Association, including but not limited to a current and correct list of Association members with Unit numbers and mailing addresses; all contracts in effect, amendments thereto and correspondence related thereto; all warranties in effect pertinent to the common elements, the status of owner account payments; accounts payable information and payment instructions; and all applicable insurance policies. It is understood that the accuracy of ownership and financial information supplied to the Agent is the sole responsibility of the Association. Agent shall not be held responsible for the production of inaccurate financial statements, owner records or billings, or any other financial reports if the financial data submitted by the Association or by prior management is inaccurate. In addition, the Association agrees to be responsible for any costs, expenses, accounting or attorney's fees incurred in an independent financial review for the purposes of correcting financial data.

4.2. Provision of Funds. Everything done by the Agent under the provisions of Article 3 shall be done as Agent of the Association, and all obligations or expenses incurred under the terms of this Agreement shall be for the account, on behalf of and at the expense of the Association. Any payments to be made by the Agent under the terms of this Agreement shall be made out of such sums as are available in the account(s) of the Association, or as may be provided by the Association. Association shall at all times maintain sufficient funds in the account(s) to enable Agent to pay all such obligations of the Association in a timely manner. Agent shall not be obliged to make any advances to or for the account of the Association, nor shall the Agent be obliged to incur any liability or

obligation for the account of the Association without assurance that the necessary funds for the discharge of that liability or obligation will be provided. Should Agent make a payment for Association's account and should a deficit occur therein, upon notification by Agent, Association shall immediately remit to Agent sufficient funds to remove the deficit.

- 4.3. **Provision of Plans.** In order to facilitate efficient operation of the Association's common areas and related improvements, Association shall furnish Agent with all reasonably available plans including, any available site plans, as-built construction plans, landscape plans, irrigation plans, mechanical plans and plans for all safety installations such as fire protection and security systems, documents providing the location of utilities, easements and property boundaries.
- 4.4. **Designation of Association Principal Place of Business.** The principal place of business of the Association shall be designated by resolution as the office of the Agent unless required to be located on Association premises by the terms of the Association's Governing Documents.
- 4.5. **Designation of Corporate Contact.** Association shall designate a single individual who shall be authorized to deal with the Agent on any matter relating to management of the Association, hereinafter called the "Board Liaison". The Agent is directed not to accept directions or instructions with regard to the management of the Association from anyone else except in the form of a resolution adopted at a duly called meeting or by unanimous written consent of the Board. In the absence of any other designation by Association, the President of the Board shall have the authority to act as Board liaison. The Board shall also appoint an alternate Board liaison to act in the place of the President should the President be unavailable.
- 4.6. **Enforcement.** The Association retains the primary responsibility of enforcing the provisions of its Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, Rules and Regulations, and contracts; however, Agent will provide administrative support in these matters.

5. COMMUNICATION WITH THE BOARD / MEETINGS.

- 5.1. **Designated Contact.** Agent shall designate a specific individual as the primary contact for the Board. Likewise, the Board shall designate one of its officers who shall be authorized to communicate with and provide direction and decisions to Agent on any matter relating to the Association. In the absence of any other designation by the Board, the President of the Board shall have this authority.
- 5.2. **Meetings.** Agent shall attend the Board Meetings (up to twelve (12) Board Meetings per year) and the Annual Meeting of the homeowners at no charge beyond the monthly fee. Agent's time shall not exceed two (2) hours per meeting. Extra charges *may* be incurred for Agent's attendance at additional Board meetings, special meetings, or meetings exceeding two hours in length. All such meetings shall be held at mutually agreeable times and shall not be held on weekends or national holidays. Meetings exceeding this time limit or held on weekends or holidays, if mutually agreed to, shall be charged at the rates specified in **Exhibit B**.
- 5.3. **Meeting Administration.** Agent shall assist with preparation of an agenda for each regularly scheduled meeting of the Board. Duplication costs and postage for such notices shall be an additional expense to the Association. The Association shall provide for the recording and typing of the minutes of such meetings. Agent shall distribute the minutes in final form at the expense of the Association as directed by the Board.
- 5.4. **Urgent Matters.** Agent may request a meeting of the Board, by notification to the appropriate officers, where the authority of the Board is required to act upon matters in which time is of the essence.
- 5.5. **Minutes.** The business conducted at any Board Meeting, Special Meeting or Annual Meeting shall be recorded in written minutes. The duty to record minutes shall remain with the Board or its appointed Secretary. Agent shall not serve as Secretary to the Board, nor shall Agent be required to record or transcribe any minutes, but shall review minutes and keep a copy of the approved minutes on file with the Association's records and documents.

6. COMPENSATION.

6.1. Management Fee.

- 6.1.1. Beginning upon commencement of Agent providing services to the Association, the Association shall pay Agent a monthly management fee of \$650. The management fee shall be paid by the Association on or before the first day of each month following service.
- 6.1.2. The management fee is based upon the community association manager working approximately eight (8) hours per month on the services provided under the management agreement. Should circumstances require the manager exceed the eight (8) hours, they will do so as mutually agreed upon at the hourly rate stated in **Exhibit B**.
- 6.1.3. The base management fee shall be adjusted on February 1, 2025 and January 1st of each subsequent year by the Consumer Price Index (CPI) as defined below or 2%, whichever is greater. Consumer Price Index shall mean the Consumer Price Index for the Seattle-Tacoma Standard Metropolitan Statistical Area using the "All Urban Consumer-All items" published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results as would have been obtained if the index had not been discontinued or revised.
- At each adjustment outlined in subparagraph 6.1.4, a calculation shall be made as to change in the CPI which has occurred during the twelve (12) months preceding such adjustment date. The change in CPI for such period shall be measured as the difference between the CPI announced most recently prior to the commencement of such twelve (12) month period and the CPI announced most recently prior to the adjustment date. Any decrease in the CPI over any such twelve (12) month period shall be ignored for purposes of the fee adjustment hereunder and the fee adjustment percentage for any such period of decrease in CPI shall be zero. In the event the CPI shall have increased over any such twelve (12) month period, such increase shall be computed as a percentage of the CPI Index most recently announced prior to the commencement of the period in question. The percentage so calculated shall constitute the upward adjustment factor to be applied to the effective management fee at the end of each twelve (12) month period, with such adjusted monthly fee to be effective under this Agreement during the next twelve (12) month period.
- 6.1.4. No further charge shall be made by Agent for Agent's services and other services and of Agent's professional staff, except as otherwise expressly provided in **Exhibit B** and this Agreement or otherwise mutually agreed upon. Any clerical services performed for the Association, such as the preparation and circulation of notices and newsletters and general correspondence of the Association shall be at the Association's expense, including postage and staff time. In addition, the Association shall pay to Agent Five Hundred Dollars (\$500.00) per month or 2.5% of the total contract amount, whichever is greater, for construction management resulting from any major rehab, remodeling, fire, or any insurance loss; provided however, such services must be authorized by resolution of the Board in order to qualify for such additional compensation.

7. REIMBURSABLE EXPENSES.

- 7.1. **Administrative Expenses.** In the administration of the Association's matters, Agent may advance certain costs or provide supplies from inventory, which are costs of the Association. These costs include, but are not limited to, postage, printing, photocopying, mass mailings, bank charges (NSF charged to maker), delinquency letters, long distance telephone charges, tax charges, messenger service, and consumable supplies for record maintenance. The additional costs are outlined in **Exhibit B** of this Agreement. Association shall either pay these costs directly or, where such expenses are advanced by Agent, Association specifically authorizes Agent to reimburse itself for such expenses at cost or based upon Agent's then prevailing rates, which are intended to approximate Agent's cost.
- 7.2. **Travel Expenses.** Should the Agent be asked to drive to attend additional meetings (not included in this Agreement), vehicle mileage for these additional trips shall be reimbursable at the maximum rate specified in the then current IRS rules or regulations.

7.3. Maintenance Services. Expenses of manual and skilled maintenance labor performed by contractors hired by the Agent for the benefit of Association shall be paid by the Association at the contracted rate.

7.4. Professional Services. Fees for professional services including but not limited to legal, accounting, architectural and engineering services and attendant expenses incurred for the benefit of the Association shall be an expense of the Association. These expenses shall be subject to review and approval of the Association Board prior to their incurrence unless an emergency requires immediate action by the Agent to engage professional services for Association's protection.

8. TERM OF AGREEMENT AND TERMINATION.

8.1. Term. The term of this Agreement shall commence on the February 1, 2024, and unless sooner canceled pursuant to the terms of subparagraph 8.2 or 8.3, will continue until December 31, 2024, and shall automatically be renewed at the end of the original term for successive one-year terms unless terminated by either party as provided in this Agreement.

8.2. Termination. Either party may terminate this Agreement at any time in writing with or without cause. The Association may terminate this Agreement at the end of any month provided Association has given Agent at least 30-days prior written notice. Agent may terminate this Agreement at the end of any month provided Agent has given Association at least 120-days prior written notice.

8.3. Material Breach. In the event either party seeks to terminate this Agreement for material breach of performance, the aggrieved party shall deliver an Allegation of Default containing a specific list of the item(s) constituting the allegation to the violating party. Thereafter, the violating party shall have thirty (30) days from the date of delivery of the Allegation of Default to cure the alleged breach or to respond to the Allegation of Default. In the event the violating party does cure the alleged breach within the appropriate time period, this Agreement shall continue as though no default has occurred. No forbearance under this Agreement shall be deemed a waiver of that or any subsequent breach.

8.4. Bankruptcy. In the event a petition in bankruptcy is filed by or against either Association or Agent, or in the event that either shall make assignment for the benefit of creditors or take advantage of any insolvency act, subject to Federal Bankruptcy Law, either party hereto may immediately terminate this Agreement by written notice to other.

8.5. Notice. Notice required to be given under the terms of this Agreement shall be written and shall be delivered by certified mail addressed to the Association at the last known address of the then President of the Board and to Agent at the address set forth below, or such subsequent address for Agent's principal place of business of which Association has been notified.

8.6. Termination Procedure.

8.6.1. Turn-over of Records. Within three (3) weeks of any notice of termination of this Agreement, representatives of the Board (or its designated agent) shall have the full right and authority to enter the premises of Agent to review the Association's records and make an itemized claim for delivery (no later than the last day of the contract period) of such records as the Board's representatives determine. If any of the Association's records are maintained upon computer, floppy disc, tape, etc., the Association shall be entitled to receive upon request hard copies of all such records and/or copies of such tapes, disc or other media and a specification of the computer program utilized in the production of such. Agent shall not be entitled to any compensation or reimbursement of costs for activities relating to turn-over of records providing the Association pays the cost of reproducing any records Agent deems necessary to its continuing interests in the period following the termination date of this Agreement. This latter provision is not intended to cover total duplication of records, but to afford Agent the opportunity to retain copies of such documentation as may be material in any future claim regarding Agent's performance during the contract period under its responsibility.

8.6.2. Termination Accounting.

8.6.2.1. Within three (3) weeks of any notice of termination of this Agreement, Agent shall furnish to the Association an itemized statement of the estimated amounts

due from the Association to the Agent as of the last day of the term of the Agreement and an itemized statement of the estimated amounts due suppliers of services and goods which have been ordered by Agent in the name of the Association. To the extent these amounts have not been paid by the last day of the term of the Agreement, an escrow account equal to such amounts in these regards as are outstanding shall be established to secure their payment. Agent and the Board shall jointly control the escrow account. As to any invoices in dispute by the Board, the Association agrees to retain ultimate responsibility to the provider of such goods or services represented by an invoice in contention. Also, the Association shall bear the costs of any legal action between itself, and the vendor should such occur. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall be the property of the Association.

8.6.2.2. Within six (6) weeks of the date of termination of this Agreement, Agent shall provide to the Association a final set of financial statements and management report, in the form specified in subparagraph 3.5.1 above.

8.6.2.3. At the Association's expense, an independent audit by a Certified Public Accountant may be commenced within two (2) weeks following the delivery by Agent of the final financial statements and management report required by subparagraph 8.6.2.2 above. Agent agrees to provide such assistance to the audit at no additional expense to the Association provided that the audit is concluded within thirty (30) days following after the date Agent provides the final financial statements and management report. Thereafter, Agent shall be entitled to reasonable compensation for such time as the auditor requires of Agent, except if such failure to complete the audit within the time period provided is due to the action or omissions of Agent.

8.7. Expenses Incurred After Termination. At the request of the Board, Agent is willing and able to provide post termination services such as, but not limited to, forwarding of mail and telephone contact, historical information on accounting and administrative matters, etc. In that event, Agent shall be reimbursed actual expenses, such as postage, long distance charges and supplies and paid compensation for staff time at Agent's hourly rate in effect at the time such services are performed. If the Association does not agree to such compensation or reimbursement of actual expenses, the Agent is specifically released from any obligation to provide any post-agreement services.

9. LIABILITY AND INDEMNIFICATION.

9.1. Agent's Liability. Agent shall only be liable to Association for its gross negligence or wrongful misconduct.

9.2. Agent's Insurance. Regardless of the provisions of indemnification set forth in this Agreement, Agent shall, throughout the term of this Agreement, subject to market availability and at Agent's expense, maintain insurance for general comprehensive liability, errors and omissions and property damage covering Agent and its employees with a combined single limit of One Million Dollars (\$1,000,000) and Employee Theft & Dishonesty coverage with a single limit of Five Hundred Thousand Dollars (\$500,000).

9.3. Association's Insurance.

9.3.1. The Association shall maintain, at Association's expense, a policy of comprehensive general public liability insurance, including bodily injury, property damage, personal injury and non-owned automobile in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

9.3.2. The Association shall carry property damage insurance in accordance with the terms of Association's Governing Documents for fire and extended coverage, burglary and theft, boiler coverage, flood and earthquake as appropriate.

9.3.3. The association shall maintain a bond or insurance policy for director's and officer's errors and omissions coverage in a minimum face amount of One Million Dollars (\$1,000,000).

9.3.4. The Association shall maintain State Labor and Industries coverage covering all employees of Association, if appropriate.

9.3.5. The Association expressly agrees that Agent shall be covered by name as an additional co-insured under the policies of Comprehensive General Liability Insurance. The Association further agrees to furnish Agent with certified copies of these policies or certificates of insurance. The provisions of this subparagraph shall survive the termination of this Agreement.

9.4. **Placement of Association's Insurance.** All of the various types of insurance coverage required for the benefit of the Association shall be placed, at Association expense, with such companies, in such amounts, and with such beneficial interests appearing therein as shall be acceptable to the Association, in accordance with the provisions of the Governing Documents. Agent shall assist Association in procuring proposals for such coverage, but the decision and authority as to type, scope and source of coverage shall be solely that of the Board except as specified in 9.3.1 and 9.3.2.

9.5. **Indemnification.**

9.5.1. The Association shall defend Agent and shall indemnify and save Agent and its employees, officers, directors and members harmless from any and all claims, costs, expenses, demands, attorney's fees, suits, liabilities, judgments and damages arising out of or related to the Association, the Association's responsibilities under this Agreement, or in connection with the operation of the Association by Agent or the performance or exercise of any of the duties, obligations, powers or authorities granted to Agent to the extent such claims do not arise as a result of Agent's, or Agent's management personnel's negligence or wrongful act or omission. The Association's obligation under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, attorney's fees and such other awards as the court may grant. The provisions of this paragraph shall survive the termination of this Agreement.

9.5.2. The Agent shall defend the Association and shall indemnify and save the Association and its employees, officers and directors harmless from any and all claims, costs, expenses, demands, attorney's fees, suits, liabilities, judgments and damages arising out of Agent's negligence or wrongful act or omission. The Agent's obligation under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, attorney's fees and such other awards as the court may grant. The provisions of this paragraph shall survive the termination of this Agreement.

10. **EXCLUSIONS.**

10.1. It is understood that Agent is not authorized to practice law. The Association understands that the Agent is not a law firm and does not provide legal services and that this Agreement does not include the rendering of legal services by Agent, or any attorney-at-law employed by Agent. If legal assistance is necessary, Agent will engage independent legal counsel approved by the Association and all legal fees, costs and expenses attendant to that engagement shall be an operating cost of the Association.

10.2. It is understood that Agent is not authorized to practice as a Certified Public Accountant and is not a Certified Public Accounting Firm. Any services of a Certified Public Accountant required by the Association shall be provided by an independent Certified Public Accountant engaged by the Association and all fees, costs and expenses attendant to that engagement shall be an operating cost of the Association.

11. **GENERAL PROVISIONS.**

11.1. **Conflict of Interest.** Agent shall not accept from any party providing goods and services to the Association, including vendors and independent contractors, any remuneration or consideration in any manner or form, as consideration for or inducement to Agent for using the party's goods or retaining their services on behalf of the Association, all such benefits being rightly due the Association.

- 11.2. Related Party Transactions.** Agent shall not enter into any agreement to provide goods or services to the Association with any party, partnership, corporation, or other entity related to or affiliated with Agent, its directors, officers, and employees without prior written approval of the Board.
- 11.3. Modification of Agreement.** This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification of this Agreement shall be valid and enforceable, except by supplemental agreement in writing executed and approved in the same manner as this Agreement.
- 11.4. Use of Counterparts.** For the convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects similar and each of which shall be deemed to be in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.
- 11.5. Legal Fees and Costs.** If any legal proceeding is necessary to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and any legal costs in addition to any other relief to which it may be entitled.
- 11.6. Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute arising out of or related to this Agreement shall exclusively be Pierce County, Washington.
- 11.7. Void or Unenforceable Terms.** Should any part of this Agreement be held to be invalid, void or unenforceable, the other provisions of the Agreement which can be given effect without the invalid, void, or unenforceable provision shall be valid and enforceable and shall remain in full force and effect as though the void or unenforceable provision were not contained therein.
- 11.8. Precedence and Scope of Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. It is further understood and agreed that this Agreement extends only to "current services" for matters specifically described in the Agreement and taking place during the term of the Agreement.
- 11.9. List of Exhibits.** The following Exhibits are attached hereto and are part of this Agreement:
Exhibit A – Association Governing Documents;
Exhibit B – Rate Sheet;
Exhibit C – Summary Scope of Work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

HOA Community Solutions LLC
a Washington Limited Liability Company

Poulsbo Place Trios Condominium Association
a Washington Non-Profit Corporation

Juanita Carbaugh

Frank Yanagimachi

Juanita Carbaugh
Managing Member

Frank S Yanagimachi