

CONDOMINIUM AND HOMEOWNERS ASSOCIATION
eMANAGESUITE[®] PACKAGE
MANAGEMENT AGREEMENT

Between

ASSOCIATION: Raven Ridge Association, Inc.

And

AGENT: Community Association Management, Limited

This agreement (the "Agreement") is made and entered into on _____, by and between the unit owners association known as Raven Ridge Association, Inc. (the "Association"), which is established in accordance with the laws of the State of North Carolina for the property known as Raven Ridge Association, Inc. located in Maggie Valley, NC (the "Property"), and Community Association Management, Limited, P.O. Box 79032, Charlotte NC 28271, a Delaware corporation registered to do business in North Carolina. (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of One Year, beginning 10/01/2020, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in section 11.1. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the ninetieth (90th) day prior to the expiration of the initial term or on or before the ninetieth (90th) day prior to the expiration of such one-year renewal period. Date of termination must be the last day of the month.

Section 2 SERVICES OF AGENT

Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

Section 2.1 ASSESSMENT ACCOUNTING

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from Concessionaries, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency and to communicate the Association's instructions regarding collection action to those agencies or legal firms designated by the Agent to take formal collection action on the Association's behalf.

Section 2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit monthly to the Association, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the bank accounts for the Property. Agent shall maintain financial records and accounts in a manner consistent with the industry standards and in a manner consistent with standard accounting procedures. The Association's records shall be kept in the Agent's corporate office and shall be available for inspection by the appointed representatives of the Community's Board of Directors by appointment, at reasonable times during normal business hours.

Section 2.3
PREPARATION OF ANNUAL BUDGET

Prior To the beginning of each fiscal year, which begins on January 1st, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year. Upon request, Agent shall assist with the negotiations of a contract to conduct a reserve study analysis by qualified outside professionals, on an annual basis or as otherwise required by law, such studies to be performed at the association's expense.

Section 2.4
SUBMISSION OF ANNUAL REPORT

Within 30 days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit or review. Any third party audit or review required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection. HOWEVER, agent shall reimburse Association for audit expenses if the audit reveals an overall discrepancy in excess of 5%.

Section 2.5
ASSOCIATION EMPLOYEES AND INDEPENDENT CONTRACTORS

Agent may hire, retain, supervise, and discharge employees or independent contractors that may be required to repair, maintain, and operate the Property on behalf of the Association and in accordance with the budget. Agent shall not enter into any agreement to provide goods or services to the Association with any other party, partnership, corporation, or other entity related to or affiliated with Agent, without prior written approval of the Board. All such employees or independent contractors shall be the financial responsibility of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees or independent contractors shall be operating expenses of the property.

Section 2.6
PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all reports and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon

request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

Section 2.7
PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

Section 2.8
RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.4. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

Section 2.9
OTHER SERVICES OF AGENT

Other services provided by Agent in consideration of the monthly fee set forth in section 9.1 shall include additional items as outlined in Appendix A.

Section 3
LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 and section 4 of the Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00 without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay advances by the Agent.

Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a reasonable contractual obligation required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property. The Association agrees that it will be responsible for payment of such expenditures subject to its right to recover any such expenditures from any person or entity which may be ultimately responsible.

Section 4
AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Unless provided for in section 2.9, or Appendix A, Agent shall have no authority or responsibility for maintenance or repairs to individual units in the property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5
DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

Section 5.1
DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution. In order to pool resources to gain free banking services for the Association, all operating and reserve funds (Checking, Money Market and Certificates of Deposit) shall be maintained in a bank or other financial institution of Agent's choice whose deposits are insured by the federal government. The funds of the Association shall at all times be maintained in the name of the Association, separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such Operating account shall not be required to bear interest.

Section 5.2
PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

Section 5.3
AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association or to others on its behalf by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within 30 days after such sums have become due, shall bear interest at the rate of 18% per annum.

Section 5.4
BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The

expense of such bonding shall be paid by Agent. Should the Association request additional bonding amounts, any additional premiums to satisfy the request shall be paid by the Association.

Section 6
ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall not be required to attend any meeting(s) of the Board or annual meeting of the association. Upon not less than seven (7) days' notice, Agent or its designated representative(s) shall attend meetings of the Board or of the Association as requested, provided that the Association shall pay Agent for the requested individual(s) attendance at each meeting. Meetings shall be billed at the representative's hourly rate plus travel time and mileage. Regular or special meetings of the Board scheduled after 5:00 pm, and requested to be attended by the Agent or its designated representative(s) shall only be attended on Monday-Thursday evenings. Meetings of the Board scheduled Friday from 4:00 pm through Sunday at 11:59 pm will be billed at one and one half (1½) times the representatives hourly rate plus travel time and mileage. Board or Annual Meetings extending beyond 9:00 PM or on Sunday or a Federal Holiday will be billed at one and one half (1½) times the representatives hourly rate. All rates are billed in six minute increments; hourly rates are subject to change with notice and are binding once notice is given. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings.

Section 7
ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints Vice President as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8
LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

Section 8.1
STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the

individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

Section 8.2
BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statute, ordinances, laws, rules or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

Section 8.3
AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9
AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

Section 9.1
FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$5.65 per home/unit/lot per month, with a minimum monthly fee of \$169.50. The management fee shall be paid monthly in advance. There will be a one-time setup fee of \$200.00. No further charge shall be made by Agent for Agent's

services and other services of the Agent's professional staff, except as otherwise provided in the agreement. Postage and other expenses incurred by agent in connection with clerical services performed for the Association, such as preparation and circulation of coupon books, statements, notices, newsletters, and general correspondence shall be paid by the association. Costs for these expense items are subject to change by postal or other 3rd party mandate, and any pricing for these services, or other services that may be contained in this contract or its appendices are subject to change without notice or approval of the Association.

The Association understands it is contracting for a fractional amount of the Agent and its employees' time; however unless otherwise noted in this contract, the Association is not contracting for full-time employees to be assigned to the Association for its exclusive use. The Association agrees that the contracted price is based upon the information provided at the time of proposal.

Section 9.2
FOR CONSTRUCTION, REMODELING, CONTRACTING SERVICES

Agent shall be entitled to be compensated by the Association for supervision services in connection with insurance claim rehabilitation, construction, remodeling, renovations and capital improvements. Agent's compensation shall be computed as a percentage of the total expenditure by the Association in connection with project or service in accordance with the schedule set forth below. Agent will notify Association in advance of any changes in schedule.

For insurance claims:
10 % of the first \$0.00 to \$50,000
5% of the next \$50,001 to 100,000
2% of the next \$100,001 and up

For all other capital projects:
10 % of the first \$0.00 to \$10,000
Fees for amounts over \$10,000 will be negotiated in writing in advance.

Section 9.3
FOR MAINTENANCE SERVICES AND MATERIALS

Charges by outside contractors providing periodic services in connection with the day-to-day operation of the community (including landscape contracts, insurance contracts and pool service contracts) will be billed at the amount charged by the contractor.

At its discretion and at the expense of the Association, Agent may, through its own employees, part-time employees, agents, or contractors, provide construction, remodeling, renovation, and non-periodic repair and maintenance services outside the scope of sections 2.0 – 2.9. In such event, Agent shall be compensated for those services at the following rates:

Estimates \$50.00/hour*

General	\$50.00/hour*
Administrative	\$50.00/hour*

*All rates are billed in 30 Minute increments with a minimum of one hour; hourly rates are subject to change with notice and are binding once notice is given. Where applicable the agent shall attempt to utilize employees having the skill sets necessary to perform the services at the best hourly rate available.

Materials and supplies used by Agent in connection with carrying out its duties will be billed at cost.

Section 9.4 FOR OTHER MISCELLANEOUS SERVICES

Agent shall also be entitled to be paid for miscellaneous services outside the scope of this contract, including travel time and mileage related to those services and for materials and supplies used by Agent in connection with carrying out its duties, which will be billed at cost.

Agent shall be compensated for those services at the following rates*:

- \$125.00 an hour for services provided by Agent's executive staff
- \$80 per hour for services provided by a property manager having a PCAM designation;
- \$70 per hour for services provided by a property manager or property coordinator having a AMS designation;
- \$60 per hour for services provided by a property manager or property coordinator having a CMCA designation;
- \$50 per hour for services provided by a property manager with no designations;
- \$35 per hour for services provided by a property coordinator with no designations;
- \$50 per hour for technology staff;
- \$45 per hour for financial staff;
- All other services provided by support staff shall be billed at an hourly rate of \$35 per hour.
- Mileage shall be billed at the current IRS Rate.

*All rates are billed in 6 Minute increments with a minimum of one hour; hourly rates are subject to change with notice and are binding once notice is given. Where applicable the agent shall attempt to utilize employees having the skill sets necessary to perform the services at the best hourly rate available.

Materials and supplies used by Agent in connection with carrying out its duties will be billed at cost.

In the event the Association shall impose any late charge for assessments not paid by the due date, the Association shall pay the Agent 0.00% of any late charges collected. If fines are imposed by the association, the agent shall be paid 0.00% of fines collected. In the event a member's account becomes delinquent and legal collections are begun, the Association agrees to pay a one-time collections administration fee per occurrence. In the event a member's check or draft is returned by the member's bank, Agent shall also collect a non-sufficient funds fee to cover the cost of processing the returned item. Agent shall be entitled to collect a current owner search fee in the

event a mailing or billing statement is returned by the postal service as undeliverable. Agent shall make its best effort to locate the owner, or the new owner, should the property be sold or transferred and Agent is not notified prior to the sale or transfer. Upon the sale or transfer of a homeowner's property, the Agent shall charge a certification processing fee payable to the Agent by the homeowner(s) at closing.

Section 9.5
ANNUAL ADJUSTMENTS

The Professional Services or Management fee shall be adjusted annually on the contract date by an amount equal to the Consumer Price Index for all urban consumers (CPI-U) adjustment from the previous year unless otherwise agreed upon in writing by the Board of Directors and Agent.

Notwithstanding the actual Consumer Price Index values determined in the previous paragraph, the annual fee shall be increased a minimum of three (3) percent over the previous year and shall not be increased more than eight (8) percent over the previous year.

Section 9.6
BILLING DISPUTES

Should the Association wish to question or dispute any charge or invoice, the Association shall do so within 90 days from the date that financial statements or invoices are presented to the Board. The Agent will gladly research or address any items older than 90 days, however the hourly rate for professional services specified in the contract shall apply, and otherwise the professional fees charged shall be deemed to be fair and reasonable and shall be deemed to be correct and accurate.

Section 10
OBLIGATIONS OF THE ASSOCIATION TO AGENT

Within thirty (30) days of receiving the recommended Annual Budget from Agent, the Board shall: (i) approve said Annual budget, or; (ii) submit notice of unacceptable items contained in the Annual Budget, or (iii) request additional information about specific items contained in the Annual budget. All approvals, notices and requests shall be in writing, and the failure to provide such documentation will be deemed as approval of the Annual Budget by the Board. Upon approval Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 10.1
SAVE AGENT HARMLESS FROM LIABILITY CLAIMS

The Association shall be required to indemnify, defend, reimburse and save Agent, and agents officers, directors, stockholders and employees (collectively, "Agent") harmless from all claims, investigations, lawsuits and other adverse actions including, but not limited to, any one of the following situations relating to the Agent and the property, whether actual or alleged; (i) alleged or actual negligence by the agent or its employees in connection with the Property and its

management; (ii) Agent's performance of its obligations or responsibilities under the terms of this agreement; (iii) Agent's actions pursuant to the express or implied direction of the Association; (iv) damage to the property; (v) personal injury and/or death of any person occurring in connection with the Property; and (vi) violation of any law, regulation or other ruling from any governmental body pertaining to the areas of environmental protection, fair housing, fair employment, discriminatory actions, and/or labor law. The Association acknowledges that this list is merely illustrative and does not strictly limit the Association's obligation to indemnify, defend, reimburse and save Agent harmless in the event of other adverse proceedings.

Section 10.2
PAY ALL EXPENSES OF ANY LITIGATION

The Association acknowledges that it shall be responsible for all costs and expenses, including but not limited to, attorney's fees and litigation expenses, court costs, settlements, fines, penalties, judgments, damages, liquidated damages, forfeitures, back pay awards and any other expenses which may arise in the course of defending, negotiating or otherwise disposing of any adverse action relating to Agent and the Property. The Association will not be responsible to Agent for any expenses in the event Agent is finally adjudged to have been acting in a non-representative capacity. Before Agent incurs any expenses for which the Association may be required to indemnify Agent, Agent agrees to allow any insurance carrier who may be obligated to defend agent in such adverse action the opportunity to do so, but is not required to utilize any attorney appointed by such insurance carrier.

Section 10.3
SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

Section 10.4
ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall also furnish at its own expense public liability, boiler, fire and extended coverage, elevator liability (if applicable) and workers' compensation insurance, and other insurance that may be necessary or appropriate in the determination of the Agent and the Association. All such policies shall include both the Agent and Association as insured parties. The coverage under the policies shall be adequate to protect the interests of both parties. The Agent shall have the right to approve all such insurance policies and require that the coverage be in all ways reasonably satisfactory to the Agent, and underwritten by an approved insurance provider. The Agent also has the right to transfer the Association's insurance policy to an insurance agent of Agents choosing to expedite servicing the Association. The Association shall provide to the Agent within 30 days after the execution of this Agreement copies of said policies. All policies

shall provide that written notice of modification, default or cancellation of said policies shall be sent to the Agent at least 30 days prior to the effective date of such modification, default, or cancellation. In the event that insurance coverage contemplated by this section is canceled, Agent reserves the right to terminate this agreement without prior notice. However, the indemnification provisions of Sections 10.1 through 10.4 herein shall survive the termination of this agreement, as set forth in Section 14.1.

Section 10.5 RECORDS RETENTION

In consideration for providing record storage to the association, Agent shall have the right to convert any and all paper records and documents provided at inception of this contract, and all records generated as part of the Agent's duties under this contract to electronic images. All paper documents will be securely destroyed upon conversion to electronic format. Should the Association wish to retain the paper records and documents, they must notify Agent upon the execution of this contract that the initial paper records transferred to the Agent should be imaged and immediately returned to the Association. Financial or other documents older than 5 years received from the Association will not be imaged and will be securely destroyed, unless otherwise requested in writing, immediately upon execution of this agreement, to be returned to the Association. Agent makes no guarantee or provides any warranty that the records received from the Association and imaged after the inception of this contract are accurate or complete. Otherwise upon termination of this agreement, Agent shall provide a DVD or other electronic media with all files and documents belonging to the association in a searchable or otherwise indexed format. Agent shall charge a one-time fee of \$250.00 at the time of the termination of this contract to provide the DVD or other electronic media. These fees are subject to change without notification.

Section 11.1 TERMINATION FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board of the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirements of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Association shall have the conditional right to terminate this Agreement in the event of a material breach by Agent of its obligations hereunder. For purposes of this Section, "material breach" shall mean any failure by Agent to provide a service required under the terms of this Agreement, except

in cases where Agent has been requested or instructed by Association not to provide such service. In the event of a material breach by Agent, Association must provide Agent with written notice of the breach, and Agent shall have fourteen business days after receipt of the notice in which to cure such breach to Association's satisfaction. If Agent fails to cure the breach within such 14-day period, Association shall have the right to terminate this Agreement, which termination shall be effective 30 days after written notice of termination is given by Association to Agent. The date of termination must be the last day of the month.

Should Association fail to maintain enough Board Members to meet quorum according to its bylaws, the Association hereby authorizes the Agent to call a special meeting of the members of Association for the purpose of electing a new board of directors to fill the number of positions required by the bylaws, and to chair the special meeting. Any costs for this special meeting, including but not limited to: staff time, postage and mailing expense, attorney fees, room or venue rental, etc. shall be the Association's responsibility. Should the Association be unable to fill the number of vacancies on the Board of Directors to at least establish a quorum, the Agent has the right to terminate this contract immediately. However, the indemnification provisions of Sections 10.1 through 10.4 herein shall survive the termination of this agreement, as set forth in Section 14.1.

Payment for services and expenses incurred under this contract are due monthly by the 10th of the month. Should the Association's account with the Agent become 90 days past due, the Agent reserves the right to reduce the scope of services under this contract to provide Accounting services only, until such time as the Association's account becomes current. Should the Association become more than 180 days past due the Agent reserves the right to terminate the contract with 30 days written notice to the Association. Should it become necessary for Agent to retain the services of an attorney or collections agency to collect under this agreement, Agent shall be entitled to costs of collection, including but not limited to attorney fees, administrative fees and any out of pocket costs for collection of the outstanding balances, together with the costs of maintaining any such action. Furthermore, interest on the unpaid balance shall accrue monthly at the highest interest rate permitted by statute.

Section 11.2

ASSOCIATIONS RIGHT TO CHANGE SERVICE PACKAGES

At any time after the initial term, the Association may elect to change to another service package offered by Agent. If the Association elects to transition to any other service package, it shall be done without penalty by giving 30 days written notice and by executing a revised contract specific to the chosen service package. In no event shall this paragraph be deemed as an opportunity for cancelation or termination of services except as previously outlined in section 1 and section 11.1.

Section 12

ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this agreement by either party, the Association shall assume the obligations of any contract executed by, or outstanding debt incurred by Agent under

this agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement. Agent may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within thirty (30) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the property.

Section 13
RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties of this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this agreement.

Section 14.1
INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 14.2
POST TERMINATION SERVICES

Should any services of Agent and/or its staff, contractors or licensed managers be required after the severance, expiration or termination of this contract for any reason, with or without cause, whether in Agent's personal defense, the defense of its managers, or contractors, its actions or operations; whether in defense of the Association or any relation thereof such as its Board or owners, the Agent shall be entitled to the prevailing hourly rate specified in section 9.4 of this agreement and all out of pocket costs. If the services and time of the Agent benefit the Association in any way, the hourly rates are payable regardless of whether or not the Association promulgated

the action. It does not matter who, what entity or agency or municipality or regulatory agency or department of the county, city, state or federal government or whether the Association had any control over the matter, if the time and services of Agent are required and related to this association, the hourly rate is due and payable. Said payment shall be made in full within ten days of billing the Association. Failure to pay timely allows Agent the authority to collect and enforce payment as though this contract is in full effect. For clarification by way of example, but not limited to: insurance claims, contractor suits, negligence suits, warranty issues, depositions, fact finding discussions, record search and retrieval, federal, state, or county inquiries, phone conferences, testimonies, and any other matter having a bearing on the Association, its business or history regardless of the cause. Agent may at its option delay services until each monthly billing is settled.

Section 14.3 AGENT'S EMPLOYEES

The Association acknowledges that the Agent spends a great deal of time and expense to hire and train employees to provide the Association and other associations the services contemplated in this agreement. The Association derives the benefits of Agent's experience and of such hiring and training procedures. The Association agrees that during the term of this agreement and for a period of eighteen (18) months thereafter, it will not, without the prior written consent of Agent, hire or attempt to hire as an employee or leased employee or engage as an independent contractor or use the services of, in any way whatsoever, whether directly or indirectly, any person who was an employee of Agent during the preceding eighteen (18) month period. In the event that the Association breaches the provisions of this covenant, the Association agrees to pay Agent, as liquidated damages and not as a penalty, an amount equal to the annual compensation paid to the employee by Agent at the time of the breach. This liquidated damages provision is recognition by the parties of the difficulty of ascertaining damages in the context of personal employment, training and hiring costs incurred by Agent and the unique nature of Agent's business

Section 15 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this agreement. Where the terms "the Board," "Board of Directors" or "the Association" are used, these terms may be used interchangeably.

Section 16 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 17
COMPLETE AGREEMENT

This Agreement, including the software use agreement set forth in Appendix C, and including any other specified attachments constitutes the entire agreement between the association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and the Agent. However, the Agent shall have the right to correct clerical errors, discrepancies in the Association legal name in this Agreement and/or other documentation executed by the Association that is required to fulfill the intent of this Agreement. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 18
RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or under applicable law. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 19
APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of North Carolina, and venue of any legal proceedings brought under this Agreement shall be in the Superior Court of Mecklenburg County, North Carolina. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 20
NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

Section 20.1
TO AGENT

COMMUNITY ASSOCIATION MANAGEMENT, LIMITED.
P.O. Box 79032
Charlotte, NC 28271-7047

Section 20.2
TO THE ASSOCIATION

Raven Ridge Association, Inc.
At the address of the president

Section 20.3
DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or Certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been “given” or “delivered” upon personal delivery thereof or three (3) days after having been deposited in the United States mail as provided herein.

Section 21
AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon express assumption of such liability by its assignee.

Section 22
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 to the Association.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures on _____.

Association:

Raven Ridge Association, Inc.

By: _____
Greg Hoogerwerf, Board President

Agent:

COMMUNITY ASSOCIATION MANAGEMENT, LIMITED

By: _____
Derek Greene, President

Appendix A
SCOPE OF INCLUDED SERVICES

Provide Customer Service Department to answer your homeowners calls between 8:00 am to 6:00 pm 5 days a week (excluding holidays)
Service level standard of 4 business hours for Homeowner and Board Member Responses
Verbal Translation services for non-English speaking residents
Homeowner Calls logged to track issues and trends
Owner complaint and problem resolution
Electronic Document archival to ensure that every piece of communication related to a homeowners account is available and reproducible when needed
Maintain homeowner membership roster
New owner welcome packet with New Homeowner Orientation Video on website(Includes Spanish Subtitles)
Homeowner Website - Basic Website
Provide Homeowners the ability to View account balances real time
Provide Homeowners Options to Pay assessments online with eCheck or Credit card
Allow homeowners to setup recurring online payments for monthly dues payments
Allow Homeowners to Submit and track ARC Requests online
Allow Homeowners to Submit and track work orders online
Calendar of Events
Homeowner/Board Member Directory
Document Library for Governing documents, newsletters and more
Board member only section of website for documents, ARC approvals and more
Accessible with your own domain name (www.Yourcommunityname.com)
One Hour of training for website administration for your board or designated communications committee members via Webinar
Architectural Review
Preliminary review to ensure all supporting documents submitted to enable your committee to decision
Ability for ARC/Board to review and approve applications online
Monthly report showing approved/denied applications in the last 30 days
Annual/Special Meetings
Announcement and agenda preparation
Timing of Meeting announcement mailing according to your Bylaws
Translator available for Spanish speaking residents (additional vendor charges will apply)
Payment Posting
Deposit all monies collected on behalf of the association in the associations operating account the same day received.
Credit all homeowner payments the day they are received
All checks imaged and available to Customer Service allowing for Homeowner account dispute resolution
Website Payments posted immediately and viewable by the homeowner
Homeowner Payment Options
Allow homeowners to sign up for Direct Debit of payments (ACH)
Allow payment of assessments online with eCheck or Credit card with no fee to the Association
Allow homeowners to setup recurring online payments for monthly dues payments
Collections
Provide Association with a yearly choice of Monthly, Quarterly, Semi-Annual, Annual, or Custom billing options
Statements with detailed account history mailed each month to delinquent owners, and real time reporting through the website
Provide Homeowners the option for Paper Statements, Electronic Statements or Automatic Debit
Provide Lockbox service for processing payments submitted by mail
30, 60, 90 day collection letters mailed to delinquent owners

Payment plan negotiation with homeowners to avoid legal collections
Monthly Review of Payment plans for nonpayment and escalation to Legal
Legal collections (Lien/Foreclosure) for accounts that meet customized thresholds for time and dollar amounts. (legal charges & collection fees will apply)
Financial Reporting
Pay all expenses for the operation and management of the Property from the Associations funds held in accounts by us.
Allow board members to approve invoices for payment online (optional)
Monthly Financial reports that include bank statements and images of canceled checks
Financial report distribution by the end of the first week of each month
Report distribution via Email
Detailed reports showing budget variances to help control spending
Homeowner balances with last payment date and collection status
“Cash Based” accounting method - making financials easier to read and understand.
Financial Reports archived to Board Member only Section of Website
Budgeting
Preparation of next year's annual budget draft by August 31 st
Budgeting based on actual expenses – not just projected income
Assist the board to finalize budget for presentation at annual meeting/Budget Ratification Meeting
Assistance to determine annual assessment amounts, reserve funding, and capital project funding.
Tax Preparation – Coordination with CPA to File yearly Tax Returns (3 rd party vendor fees apply)
Reserve Studies for Replacement Reserves – Coordination with Reserve Study Company to produce report. (3 rd party vendor fees apply)
Transfer/deposit all monthly reserve contributions and management of reserve funds held in account by us
Yearly Insurance and Risk Review
Vendor Management
Maintain Approved Vendor list
Require Vendors to meet rigorous quality standards to be approved
Process to monitor vendor insurance and terminate services upon lapse of coverage
Self-Managed Board Member Management Tools
Track Violations, automatically escalate them based upon preset criteria, and assess violation fines
Automatically generate customized letters for each stage of a violation
Ensure that your violation process is followed accurately
Track & Decision architectural requests and generate customized architectural approval/denial letters
Manage and track work orders for condo/townhome communities
Real time accounting, work order, ARC & violation reports
Eliminate the need to store paper files in a board or committee members home
One Hour of training on Board Member Tools via Webinar
2 User Id's for access to the online property management system
Provide a team of property coordinators for general assistance to the Board of Directors which includes 2 hours per month.

Appendix B
OPTIONAL SERVICES AND ADMINISTRATIVE FEES

If there is a need for services not provided in Appendix A, the rates stated below shall apply. The level of volunteerism and needs of each community vary, therefore these items are billed out on an as-used basis. If a service is undefined or required as the result of a change of law, the hourly rate shall apply. These fees are subject to change without notification.

1.0	Meetings	
1.1	Board Meetings in excess of number provided, and during normal business hours	Regular Hourly Rate Per contract
1.1	Board Meetings in excess of number provided, and during normal business hours, at our offices.	\$25.00
1.1.1	Board Meetings in excess of number provided, Monday-Thursday and outside normal business hours	Regular Hourly Rate per contract
1.1.2	Board Meetings extending past 9 pm Monday-Thursday, or occurring Friday from 4:00 pm through Sunday at 11:59 pm or anytime on Sundays or Holidays	1 ½ times the regular hourly rate per contract (plus travel time) + Mileage
1.2	Annual or Special Meetings in excess of number provided	Regular hourly rate, (Plus travel time) + Mileage
1.3	Budget Ratification Meetings held at our office during normal business hours	\$25.00
1.3.1	Budget Ratification Meeting attendance for meetings held off site or after business hours	Regular Hourly Rate per contract
1.4	Scheduling Hearings	\$10.00 per occurrence
1.4.1	Hearing Attendance or adjudicatory functions	Regular Hourly Rate per contract + Mileage
1.5	Preparation for and appearance at depositions, alternate dispute resolutions, hearings and court	Regular Hourly Rate per contract (Plus travel time) + Mileage
1.6	Requests for Executive staff to attend meetings with the Board or Association	Regular Hourly Rate(Plus travel time) + Mileage
2.0	Special Services	
2.1	Bank Loan Negotiation	Executive hourly rate per contract
2.2	Payroll and Human Resource Administration for employees dedicated exclusively to the Association (in addition to reimbursement of Salary, taxes and Benefits)	12% of Salary
2.3	Assisting with Amendments to Governing Documents	Regular Hourly Rate per contract
2.4	Assisting with Administration required by Change to Statute	Regular Hourly Rate per contract
2.5	Managing/Changes to Gate, pool, or Building Access remotely from our office	\$12.00 per occurrence
2.6	Selling/Maintaining outside pool memberships	\$200.00 yearly setup fee
2.7	Lease/Rental cap administration (not including credit checks, or other verifications)	\$150.00 one-time setup fee / \$30.00-\$60.00 per month
2.8	Credit/background or other lease cap administration checks	\$5.00 Admin fee plus Actual cost of the report
2.9	Clubhouse Reservations	\$10.00 per occurrence
2.9.1	Clubhouse Rental Management	\$35.00 per occurrence

3.0	Accounting Services	
3.1	Customizing financial or other board reports, Special Research or Special Projects	Regular Hourly Fee per contract
3.1.1	Conversion from Accrual accounting to Cash Based Accounting standard	\$500.00
3.2	Audit Assistance to CPA	\$250.00 per event
3.2.1	Review Assistance to CPA	\$150.00 per event
3.2.2	Compilation Assistance to CPA	75.00 per event
3.2.3	Work with CPA to resolve IRS/State issues or questions for prior year returns not filed by us	Regular Hourly Rate per contract
3.2.4	Compilation and coordination with CPA for filing of previous year's tax returns not filed by previous management	Regular Hourly Rate per contract
3.3	Rebuild of incomplete, unorganized or generally substandard corporate financial histories (current year only)	Regular Hourly Rate per contract
3.3.1	Rebuild of incomplete, unorganized or generally substandard corporate financial histories (Past Years)	\$90.00 per hour billed in one hour increments
3.4	Reinstatement of Corporate Status	\$50.00 per event
3.5	Bank Reconciliations in excess of three checking/money market accounts	\$25.00 per acct per month
3.5.1	Accounting management of CD's or other financial instruments not held with our primary financial institution.	\$25.00 per month per account
3.6	Processing and Printing 1099's	\$5.00 per vendor plus form/postage costs
3.7	Cash Deposits	\$5.00 per deposit
4.0	Other Services	
4.1	Upgrade to Custom Website	\$30.00 per month
4.2	Website Administration and changing content at the request of the Board	Regular Hourly Rate per contract
4.3	Domain name registration/renewal fee	\$50.29 per year/per domain
4.4	Additional Board Member Access to eManageSuite	\$16.00 per user per month
4.5	Training for Website Administration or eManageSuite (web/conference call)	Regular Hourly Rate per contract
4.6	Toll Free Conference calls (Bridge line) for Board Meetings/Emergencies/Etc.	\$30.00 per hour
4.7	Projector Rental (computer/video)	\$20.00 per hour
4.8	Imaging of Historic Paper files in excess of 4 letter size bankers boxes	\$35.00 per box
5.0	Administrative Services	
5.1	Drafting general letters (from scratch) at the request of the Board of Directors to the community, or homeowners (excludes violation enforcement/collections)	\$25.00 per occurrence
5.2	Mailings of over 4 auto-insertable pages	\$0.25 per piece plus supply and mailing costs.
5.3	Pool Pass/Key Mailings	.50 per piece plus supply and mailing costs
5.4	Messenger or shipping service	Actual Cost
5.5	Notary service	\$5.00 per signature
5.6	Registered Agent Service (Required by state statute)	\$100.00 per year
5.7	Filing South Carolina Property Tax Exemption – requiring personal appearance at courthouse	Regular Hourly Rate per contract (Plus travel time) + Mileage
5.8	Title Search (returned mail and pre-lien as required by statute)	\$30.00 per search
6.0	Emergency Services	

6.1	After hours emergency line for homeowners	\$25.00 per month
6.2	After hours Emergency requiring Agent to be on property for coordination with vendors and/or homeowners.	1 ½ times the regular hourly Rate per contract
6.3	Insurance claims, and rehabilitation services	10% of project
7.0	Mailings & Supplies	
7.1	Paper Statements w/ coupon, envelope & remit envelope	\$1.50
7.2	Black & White Copies	\$0.38
7.3	Color Copies	\$0.68 or current 3 rd party provider rate
7.4	Envelopes	\$0.18 ea.
7.5	One Sided one page letter & Envelope	\$0.28 ea.
7.5.1	Each additional Page	\$0.10 ea.
7.6	Post Cards	\$0.28 ea.
7.6.1	Labels	\$0.12 ea.
7.7	Accounts Payable Check	\$3.00 ea.
7.8	Accounts Payable ACH Payments	\$2.10 ea.
7.9	First Class Postage	Billed at current USPS presort first class rates
7.9.1	Certified e-Return Receipt Postage	Billed at current USPS rates
8.0	Homeowner Originated Fees	
8.1	Administration of accounts in Lien	\$45.00 ea.
8.1.1	Administration of accounts in Foreclosure by the association	\$45.00 ea.
8.1.2	Administration of accounts with the collections agency	\$45.00 ea.
8.1.3	Foreclosure Affidavit Fee	\$10.00 ea.
8.2	NSF/Returned check (or electronic draft) fee	\$30.00 per event

Owner Transfer Fees, Estoppels, and Lender Requirements: The Owner not the Association may be charged fees relating to special needs with regards to the purchase, sale or refinance of a unit. The Lender may require various forms, insurance certificates, estoppels, etc. Since the Information must be “formally attested and documented” we have contracted with a 3rd party provider to assist us in providing this information. Through the 3rd party service, we provide an on-line service that provides for a fee, a cafeteria-type menu offering various documents and reports, to meet the immediate needs of any lender regardless of the diversity of their needs.

APPENDIX C SOFTWARE USAGE

As part of the Agreement, COMMUNITY ASSOCIATION MANAGEMENT, LIMITED. (the “Agent”), will provide the Association with use of Cinc Systems, LLC. (the “Providers”) Service, including a browser interface and data encryption, transmission, access and storage. The Association's members and Boards registration for, or use of, the Service shall be deemed to be the Associations agreement to abide by this Software use Agreement including any materials available on the Provider(s) or Agents website(s), including but not limited to Provider's privacy and security policies.

1. Use Restrictions

The Agent grants the Association a non-exclusive, non-transferable, worldwide right to use the Providers Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement, for access only by Users who have been issued user identifications and passwords by Agent and for whom the Association has paid the applicable user fees. All rights not expressly granted to the Association are reserved by the Agent or Provider(s) and its licensors.

The Association, its Board or its members shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

The Services may only be used by registered Users. Each individual who access the Service must register and become a User. Each User identification and password may only be used by one individual. A User license may be reassigned from time to time to a new User who is replacing a former User who have terminated employment or otherwise changed job status or function and no longer use the Service. Such changes must be registered with the Agent by the Association.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

The Association's right to use the service is subject to the management Agreement attached hereto, and will be revoked upon termination of the management Agreement. In the event this Agreement is terminated (other than by reason of your breach), Agent will provide you with an export of your data to CSV files upon request. These CSV files can be used for backup purposes, transfer of data to another management company, or transfer to another system upon termination. The Association agrees that during the term of this agreement and for a period of eighteen (18) months thereafter, it will not, without the prior written consent of Agent, attempt to contract or contract directly with the Provider for software or services. In the event that the Association breaches the provisions of this covenant, the Association agrees to pay Agent, as liquidated damages and not as a penalty, an amount equal to the annual management fee paid to the Association by Agent at the time of the breach (or annual management fee previously paid to the Agent should the term of this agreement be expired). This liquidated damages provision is recognition by the parties of the difficulty of ascertaining damages in the context of the use of its work product, contracted systems, time and setup costs incurred by Agent and the unique nature of Agent's business.

2. Association's Responsibilities

The Association is responsible for all activity occurring under its User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Agent immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Agent immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the Association or your Users; and (iii) not impersonate another Agent's user or provide false identity information to gain access to or use the Service. The Association is responsible for ensuring that you acquire a license for each individual who uses the Service.

3. Intellectual Property Ownership

Provider(s) alone (and its licensors, where applicable) own all right, title and interest, including all related Intellectual Property Rights, in and to the Provider(s) technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Content or the Service. This Software Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Provider(s) Technology or the Intellectual Property Rights owned by Provider(s). The Provider(s) name, the Provider(s) logo, and the product names associated with the Service are trademarks of Provider(s) or third parties, and no right or license is granted to use them.

4. Disclaimer of Warranties

Agent, provider(s) and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service. Agent, provider(s) and its licensors do not represent or warrant that (a) the use of the

service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The service is provided to you strictly on an "as is" basis and you are solely responsible for the results of your use of or inability to use the service. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by provider(s) and its licensors.

5. Internet Delays

Provider(s) services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Agent or provider is not responsible for any delays, delivery failures, or other damage resulting from such problems.