

## MANAGEMENT AGREEMENT

**STRAWBERRY PARK RESORT CAMPGROUND, INC.** of Preston, Connecticut hereinafter known as "**ASSOCIATION**" or "**STRAWBERRY PARK**" and **STRAWBERRY PARK MANAGEMENT LLC**, of Preston, Connecticut hereinafter known as "**AGENT**," hereby enter into a contract for the professional management of the common interest community and such portions of the units in the common interest community over which the **ASSOCIATION** has any maintenance or other responsibilities or authority.

### ARTICLE 1 THE PARTIES

1.1 The Parties. The parties to this Agreement are **STRAWBERRY PARK MANAGEMENT LLC** and **STRAWBERRY PARK RESORT CAMPGROUND, INC.**

1.2 Description of the Parties.

(a) Strawberry Park Resort Campground, Inc. is a Connecticut non-stock corporation and represents the **ASSOCIATION** of unit owners for the Common Interest Community. The Board of Directors of Strawberry Park, elected by said **ASSOCIATION**, shall act on behalf of said **ASSOCIATION**. Its current physical address is 42 Pierce Road, Preston, Connecticut, 06365 and is referred to below as "**ASSOCIATION**."

(b) **STRAWBERRY PARK MANAGEMENT LLC** is a Connecticut limited liability company with an office at 42 Pierce Road, Preston, Connecticut 06365 and is referred to below as "**AGENT**."

### ARTICLE 2 THE PROPERTY

2.1 The Property. The parties refer to a parcel of real property together with improvements thereon located in the Town of Preston, Connecticut. The parcel of property heretofore described is referred to below as the "Property." The property contains Units, Common Elements and Limited Common Elements, as more particularly defined in the Declaration of Strawberry Park Resort Campground Inc. ("Declaration") for the **ASSOCIATION** ("Association"). For purposes of this Agreement, the terms Unit, Common Elements and Limited Common Elements shall have the same meanings as set forth in the Declaration.

### ARTICLE 3 EMPLOYMENT OF AGENT

3.1 AGENT's Employment.

- (a) **ASSOCIATION** hereby employs **AGENT** as an independent contractor to be the property manager of the **ASSOCIATION**, with the intent of undertaking certain duties and responsibilities of the **ASSOCIATION** as set out in this Agreement.
- (b) **AGENT** agrees to perform the duties set forth below.
- (c) **AGENT** represents that it will become licensed and insured and be registered under the provisions of the Connecticut Community **ASSOCIATION** Manager Registration Act, Connecticut General Statutes Section 70-450 et seq. as amended, and shall remain so during the term hereof.
- (d) **AGENT** shall exercise its authority in accordance with legal requirements and the reasonable requirements of any insurance company with which the Property is insured.
- (e) **ASSOCIATION** agrees to pay **AGENT** the amounts set forth in this Agreement.

3.2 Term. The initial term of this Agreement shall be for a period of Three (3) years, commencing on December 1, 2021 and ending on **December 31, 2024** and thereafter shall be automatically renewed from year-to-year, subject to a change in fees, until a new Agreement is signed or unless this Agreement is terminated as provided in §10.1.

3.3 Scope of Employment.

- (a) **AGENT** shall be **ASSOCIATION's** advisor and representative in connection with the day-to-day routine operation and maintenance of the Common Elements specified in this Agreement, exclusive of the Units, non-routine services, all major repair work and capital improvements, or any services that can only be rendered by other licensed professionals.
- (b) In that **AGENT** is employed as an independent contractor, **AGENT**, at its sole discretion, may refuse to perform any portion of its duties contained herewith, if the performance of said duty is in conflict with any law, ordinance, regulation, or is in conflict with any portion of the

Declaration, Bylaws, Rules and Regulations or is not in keeping with the highest standards of the Institute of Real Estate Manager's Code of Ethics, without penalty, withholding, or offset.

3.4 Competitive Bidding. All contracts for routine, day-to-day, recurring maintenance and goods and services relating to the Common Elements involving payments by the **ASSOCIATION** in excess of \$25,000 in the aggregate, shall be awarded on the basis of competitive bidding, solicited on behalf of the **ASSOCIATION** and executed by the President of the Board or other individual as may be authorized, in the following manner:

- (a) A contract involving payments of over \$25,000 in the aggregate will require a minimum of two (2) bids.
- (b) **AGENT**, upon written request from the **ASSOCIATION** stating a bona fide intention to execute a requested repair, capital improvement, goods or services not identified as day-to-day, recurring, routine maintenance shall prepare a Request for Proposal (RFP) package. The preparation of the RFP package for capital projects or major repairs shall be billed in addition to the base compensation described in §7.1(a).
- (c) **AGENT** shall work directly with the **ASSOCIATION** to prepare RFPs in a manner to ensure the uniformity will exist in the bid quotes.
- (d) If **AGENT** advises acceptance of other than the lowest bidder, **AGENT** shall adequately support, in writing, its recommendations to **ASSOCIATION**.
- (e) **ASSOCIATION** shall be free to accept or reject any and all bids.
- (f) All contracts shall be made in the name of the **ASSOCIATION**. When soliciting Bids or entering into contracts, the **AGENT** shall secure for and credit to the **ASSOCIATION** any discounts, commissions, or rebates obtainable as a result of Such purchases. Any discounts, rebates, commissions or other consideration Received by the **AGENT** on account of any goods or services furnished to the **ASSOCIATION** or to a unit owner or owners shall, except where prohibited by Applicable law, ordinance or regulation, be credited to the **ASSOCIATION** or to The unit owner or owners as appropriate and not retained by the **AGENT**.

#### **ARTICLE 4**

#### **ADMINISTRATION OF THE COMMON ELEMENTS**

4.1 All decisions, consents and approvals of the **ASSOCIATION** relating to the Common Elements shall be in writing (or included in Board minutes prepared by the **ASSOCIATION**) and shall be conclusive evidence that **ASSOCIATION** approves the act indicated in writing.

## **ARTICLE 5 DUTIES OF AGENT**

5.1 Operation and Maintenance of the Common Elements. **AGENT** shall, at the sole expense of **ASSOCIATION**, perform the following duties and operate and maintain the Common Elements as follows:

(a) **AGENT** shall act as a consultant and advisor to **ASSOCIATION** in connection with the routine, day-to-day operation and maintenance of the Common Elements. **AGENT** shall manage and operate the Common Elements in a prudent and proper manner, and shall take all reasonable steps necessary to maintain the property in neat and attractive condition.

(b) Approved Budgets. At least sixty (60) days prior to the **ASSOCIATION**'s fiscal year end, the **AGENT** shall prepare and submit to **ASSOCIATION** a proposed operating budget for the operation, repair, management and maintenance of the Common Elements for the forthcoming fiscal year. The **ASSOCIATION** will consider the proposed budgets and will consult with the **AGENT** prior to the commencement of the forthcoming fiscal year in order to agree on an "Approved Operating Budget." **AGENT** agrees to use diligence and to employ all reasonable efforts to ensure that the actual cost of maintaining and operating the Common Elements shall not exceed the amount necessary and, in any event, will not exceed either the Approved Operating Budget or the Approved Capital Budget either in total amount or in any one accounting category. All expenses must be charged to the proper account as specified in the **ASSOCIATION**'s chart of accounts and no expense may be classified or reclassified for the purpose of avoiding an excess in the annual budgeted amount of an accounting category. **AGENT** shall secure **ASSOCIATION**'s prior written approval for any expenditure that will result in an excess of the annual budgeted amount in any accounting category of the Approved Operating Budget or the Approved Capital Budget.

(c) **AGENT** will use its best efforts to collect, when due, all Common Charges (as defined in the Declaration) from the Unit Owners (as defined in the Declaration). The Common Charges which the **ASSOCIATION** is entitled to receive from the Unit Owners is referred to below as the "Proceeds." **AGENT** shall request, demand, collect, receive and receipt all Proceeds and take all steps that shall be necessary and lawful under the Declaration and state statutes to collect the Proceeds. **AGENT** shall coordinate the collection of outstanding Common Charges with outside counsel per the **ASSOCIATION**'s collection policy, as adopted from time to time. Coordination

of collections with outside council shall be billed as determined by the Board of Directors and will in no way bind the **AGENT** to continue to pursue collection without the engagement of an attorney after delinquency or default of a Unit Owner has been established, as defined by the **ASSOCIATION**'s collection policy.

(d) **AGENT** shall establish and maintain a separate bank account or accounts with the **ASSOCIATION**'s Bank or any other bank designated by **ASSOCIATION** from time to time. These accounts shall be used to deposit all the Proceeds collected by **AGENT** pursuant to this Agreement. Checks may be drawn on these accounts only for the purposes authorized by this Agreement. Under no circumstances shall checks be drawn to the order or to the benefit of **AGENT**, except for payments due **AGENT** pursuant to the express terms of this Agreement.

(e) (i) **AGENT** will make, or cause to be made, all routine repairs or maintenance to the Common Elements which may be advisable and necessary to maintain the Common Elements in good order and repair and in a safe and lawful operating condition. All repairs or alterations arising hereunder shall be made if the same are included within the Approved Budgets. Any repairs or alterations that may cost in excess of amounts budgeted under the Approved Budgets shall require the prior written approval of **ASSOCIATION** with exception to those repairs needing to be made in the event of an emergency, which may be made with prior approval of the **ASSOCIATION**'s Board of Directors.

(ii) **AGENT** shall not execute repairs which shall be referred to herein as "Major Repairs" or "Extraordinary Repairs" without **ASSOCIATION**'s prior written consent as provided in §6.3 and §6.4 with exception to those repairs needing to be made in the event of an emergency, which may be made with prior approval of the **ASSOCIATION**'s Board of Directors.

(f) If **ASSOCIATION** approves any Major Repairs or Extraordinary Repairs, **ASSOCIATION** may, but is not obligated to, engage the **AGENT** in consideration of Additional Fees as determined by the **ASSOCIATION**'s Board of Directors to supervise and administer the execution of work, including the recommendation of a qualified architectural and engineering firm for the preparation of plans and specifications, obtaining permits and approvals and the actual construction process. **AGENT** shall keep **ASSOCIATION** informed about the progress of the work and advise **ASSOCIATION**, to the best of **AGENT**'s knowledge, if any of the work is not performed in accordance with the plans and specifications. **AGENT** shall be responsible for the general supervision of any construction work approved by **ASSOCIATION**. As work progresses, **AGENT** shall review invoices submitted by contractors, suppliers and other professionals and request and obtain lien waivers prior to disbursing funds, less any necessary retainage. **AGENT** shall, to the best of its knowledge, certify to **ASSOCIATION** that the work performed and the materials furnished comply with the plans and specifications and that payments requested by the party submitting the invoice are approved.

- (g) **AGENT** will purchase and store at its location, all materials and supplies necessary for the operation and maintenance and repair of the Common Elements consistent with the Approved Budgets.
- (h) **AGENT** shall, at the expense of and for the account of **ASSOCIATION**, continue to ensure that proper arrangements have been made for utility services to be furnished to the Common Elements.
- (i) **AGENT** shall apply for and diligently execute all applications for all permits and licenses legally required in connection with the operation and maintenance of the Common Elements.
- (j) (i) **AGENT** shall maintain computerized books of account and other records with respect to the operation and maintenance of the Common Elements and the collection of the Proceeds. The books and records shall be kept substantially in accordance with the generally accepted accounting principles which apply to real estate.
- (k) Assist the **ASSOCIATION**'s accountant as required for preparation and processing the **ASSOCIATION**'s tax returns.
- (l) Support **ASSOCIATION**'s Board of Directors and Unit Owner Meetings (emailing or printing agenda, mailings, identify and reserve meeting facilities) for the purpose of reviewing the operations of the Common Elements and discussing the future needs of the Common Elements.
- (m) Manage the procurement of insurance policies required to be obtained by the **ASSOCIATION** pursuant to the governing documents and state law.
- (n) Provide on-call handyman service personnel to Unit Owners or the **ASSOCIATION** for a fee and which services are not covered by this Agreement or which are not the responsibility of the Association under the Declaration. Emergency management and handyman services shall be provided within a reasonable time, and non-emergency services shall be scheduled and executed with reasonable skill, diligence and promptness.

(o) Provide, at the **ASSOCIATION**'s request, all information obtained or maintained by **AGENT** within the scope of **AGENT**'s duties arising hereunder, to **ASSOCIATION**'s attorneys, accountants and other professional consultants.

(p) **AGENT** shall, to the extent approved by **ASSOCIATION** and in compliance with the Approved Budgets, comply with all applicable legal requirements and the requirements of all insurance companies with insurance policies covering the Common Elements.

(q) Upon the termination or expiration of this Agreement, assist the **ASSOCIATION** in any transition to a new manager (without charge to the **ASSOCIATION**) and deliver to the **ASSOCIATION** (without additional charge), all records of the **ASSOCIATION**, including, but not limited to, electronic records, files and databases.

## **ARTICLE 6**

### **LIMITATIONS ON THE AUTHORITY OF AGENT**

#### **6.1 Limitations on AGENT's Authority to Bind ASSOCIATION.**

(a) Notwithstanding the provisions of Articles 4 and 5, **AGENT** shall have no right or authority, express or implied, to commit or otherwise obligate **ASSOCIATION** in any manner for any obligation whatsoever, unless expressly authorized by this Agreement, pursuant to the Approved Budgets or by **ASSOCIATION** in advance and in writing.

(b) **AGENT** shall take all reasonable measures to avoid giving others the belief that **AGENT** has apparent authority to bind **ASSOCIATION** in respects to matters not previously authorized by **ASSOCIATION** in writing, under the Approved Budgets or by this Agreement. Any documents executed by **AGENT** or any agreements, whether oral or written, made by **AGENT** and purported to be binding upon **ASSOCIATION**, without the express written authority of **ASSOCIATION**, shall, as between **ASSOCIATION** and **AGENT**, be deemed to be the sole obligation of **AGENT**.

6.2 Commencement of Legal Proceedings. **AGENT** shall not institute any legal proceedings, either in its name or in the name of **ASSOCIATION**, engage legal counsel for any purpose without the prior written consent of **ASSOCIATION** in each instance, with exception to **AGENT**'s effort to collect delinquent fees as outlined by §5.1(c).

6.3 Major Repairs. Any repair exceeding \$25 ,000.00 shall qualify as a Major Repair. **AGENT** shall not perform, or cause to be performed, any Major Repairs in or to the Common Elements without the prior written approval of **ASSOCIATION**, unless such Major Repairs are

contemplated in the Approved Budgets or deemed an emergency, which may be made with prior approval of the **ASSOCIATION**'s Board of Directors.

6.4 Extraordinary Repairs. Any repair that is not a day-to-day maintenance action, or a common repair, or which is the result of vandalism, or is made necessary due to the active or passive negligence of **ASSOCIATION** or other act outside the direct control of the **AGENT** shall qualify as an Extraordinary Repair. For example: Replacement of a bulb in a street lamp is a routine repair. Replacement of a street pole which has been knocked over by a vehicle, high winds, falling tree limbs, etc. is an Extraordinary Repair.

## **ARTICLE 7 FEES**

### 7.1 Management Fees.

(a) Except as provided below, as compensation for the services set forth in this Agreement, **ASSOCIATION** agrees to pay, and **AGENT** agrees to accept as its base compensation, -as described in the annual budget. All compensation is subject to applicable Federal and State sales taxes. A 1099 shall be issued by the **ASSOCIATION** to the **AGENT** at the end of each year.

(b) The Management Fee shall be paid on the first day of each month during the term of this Agreement, commencing on the agreed contract date. **AGENT** and **ASSOCIATION** agree that the first and last monthly installment of the Management Fee shall be equitably prorated if the term of this Agreement does not begin or end on the first or last day of a calendar month.

## **ARTICLE 8 OBLIGATIONS OF ASSOCIATION**

8.1 Additional Funds. If at any time the Proceeds are insufficient to meet the needs of the Common Elements for adequate working capital, the payment of all expenses for the maintenance and operation of the Common Elements in accordance with the Approved Budgets and any authorized expenses, **ASSOCIATION** shall deposit within fifteen (15) days after **AGENT** gives **ASSOCIATION** written notice, sufficient additional funds.

### 8.2 **ASSOCIATION**'s Obligations to Bear Expenses.

(a) All expenses of operating the Common Elements shall be borne by **ASSOCIATION**. **AGENT** may pay these expenses from the bank accounts it is required to establish under §5.1(d).

(b) **ASSOCIATION**'s obligation to bear expenses of operation shall extend to all legal, accounting and other professional fees incurred in connection with the operation of the Common Elements and the performance of **AGENT**'s duties under this Agreement.

(c) The provisions and obligations of **ASSOCIATION** under this Article shall survive the expiration or sooner termination of this Agreement.

## **ARTICLE 9**

### **RELATIONSHIP BETWEEN ASSOCIATION AND AGENT**

9.1 Status of **AGENT**. **AGENT** and **ASSOCIATION** shall not be construed as employer, employee, partners or joint ventures.

9.2 Liaisons. The Board shall designate one individual to act as liaison on behalf of the Board (typically the President or the Vice President) who can direct or instruct the **AGENT**. The **AGENT** shall designate an Account Executive who will act as primary liaison between the Manager and the **ASSOCIATION** for handling accounting questions.

9.3 Insurance. Representations Concerning Insurance

(a) **AGENT**. The **AGENT** warrants and represents the following:

(i) The **AGENT** has, and will continually maintain during the term hereof, commercial general liability insurance in the aggregate amount of at least a One Million Dollar check.

(ii) The **AGENT** has workers' compensation insurance as required by Connecticut law. This policy covers employees of the **AGENT** only and not any employees that may be engaged by the **ASSOCIATION**.

(iii) The **AGENT** will provide the **ASSOCIATION** with written notice prior to cancellation of any of the Insurance provided for in this §9.3(a) and will provide the **ASSOCIATION** with a certificate of the insurance provided for in this §9.3(a).

(b) **ASSOCIATION**. The **ASSOCIATION** warrants and represents the following:

(i) The **ASSOCIATION** shall maintain a general liability insurance policy in the aggregate amount of at least Two Million Dollars (\$2,000,000) check, naming the **AGENT** as an additional insured.

(ii) The **ASSOCIATION** shall maintain Directors and Officers (D&O) liability insurance in the aggregate amount of at least Two Million Dollars (\$2,000,000) check, which provides coverage for the **AGENT** for wrongful acts committed at the express direction of the Board of Directors.

(iii) The **ASSOCIATION** shall provide the **AGENT** with prior notice of cancellation of any of the insurance or bonds provided for in §9.3(b).

#### 9.4 Statutory Compliance.

(a) **AGENT** shall comply with the specific requirements of C.G.S. §§ 20-450 through §20-462 in that it shall possess a certificate of registration issued by the Connecticut Real Estate Commission and governed by the Department of Consumer Protection at all times and shall provide the bonds required thereby.

(b) The parties acknowledge the applicability of C.G.S. Section 47-200, et seq. to their relationship.

(c) In carrying out its duties under this Agreement, the parties specifically acknowledge the applicability of the covenant of good faith and fair dealing to all actions taken pursuant to this agreement and pursuant to the **AGENT'S** representation of the principal.

9.5 Indemnity. The **ASSOCIATION** shall indemnify, defend, and save **AGENT** harmless, so long as the **AGENT** is not in violation of this Contract, from all suits or other claims including, but not limited to, those alleging any negligence of **AGENT** or its employees (but excluding claims of intentional misconduct or gross negligence) in connection with the **ASSOCIATION** or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The **ASSOCIATION** shall pay all expenses incurred by **AGENT** including, but not limited to, reasonable attorney's fees, costs, and expenses incurred to represent **AGENT** in regard to any claim, proceeding, or suit involving alleged negligence of **AGENT** or its employees in connection with or arising out of the management of the Property. All provisions of this Contract that require the **ASSOCIATION** to have insured, 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 Contract were still in effect.

9.6 Assignment by AGENT. Because of the highly confidential relationship between ASSOCIATION and AGENT, and because this Agreement constitutes a personal service arrangement, neither party shall neither assign their rights under this Agreement, nor delegate their duties hereunder, without the prior written consent of the other.

## **ARTICLE 10 OBLIGATION OF AGENT UPON TERMINATION**

### 10.1 Obligation of AGENT Upon Termination.

(a) Upon termination or expiration, AGENT shall, without charge, cooperate with ASSOCIATION in accomplishing an orderly transfer of the operation and maintenance of the Common Elements to ASSOCIATION or any party designated by ASSOCIATION, provided that the ASSOCIATION has paid, in full, all fees due the AGENT through the final termination of this Agreement.

(b) Upon the expiration date or earlier termination of this Agreement, AGENT shall render a full and complete accounting to ASSOCIATION and shall cause all proceeds then held by AGENT and all records and documents relating to the Common Elements in AGENT's possession to be delivered to ASSOCIATION without delay. The documents and records shall include all accounting data and records (including any electronic records and files), original and copies of all maintenance contracts, construction contracts (if any), bank statements and any other Agreements relating to the maintenance, repair and day-to-day operation of the common elements.

## **ARTICLE 11 INTERPRETATION AND COMMUNICATION**

11.1 Notices. Notices, requests, consents and other communications given under this Agreement shall be valid only if in writing and properly mailed. A notice shall be properly mailed if mailed by first class mail, if postage is prepaid, or a recognized and reputable courier service, or sent via electronic mail with return receipt notification, and if the notice is properly addressed to the address of the party set forth in Article 1.2 (a) and (b) or to any other address the party may designate by giving written notice to the other party.

11.2 Interpretation. Captions and headings used in this Agreement are for reference only and shall not be considered in connection with the interpretation of any provision of this Agreement. A male or female person may be referred to in this Agreement by a neuter pronoun. A provision

of this Agreement which requires a party to perform an action shall be construed so as to require the party to perform the action or to cause the action to be performed.

### 11.3 Binding Effect.

(a) This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

(b) The submission of any unexecuted copy of this Agreement shall not constitute an offer to be legally bound by the provisions of the copy submitted, and this Agreement shall bind no party until execution.

(c) This Agreement may not be changed or cancelled orally.

(d) No person shall be regarded as a third-party beneficiary of this Agreement.

(e) This Agreement shall be governed by and interpreted under the laws of the State of Connecticut.

(f) This contract contains the entire Agreement between the parties. All previous agreements are void and of no further effect.

11.4 Counterparts and Exhibits. Any exhibits attached to this Agreement are intended to be a part of this Agreement. More than one counterpart of this Agreement has been executed. Each counterpart shall be regarded as an original counterpart of one and the same Agreement.

11.5 Prevailing party. The prevailing party in any suit or action to enforce the provisions of this Agreement shall be entitled to an award of its reasonable legal fees and costs.

## **ARTICLE 12 ACCEPTANCE**

To signify their agreement to this contract, **ASSOCIATION** and **AGENT** each have caused this instrument to be executed and attested to by their respective duly authorized officers.

The individual executing this agreement on behalf of **ASSOCIATION** represents and warrants that he or she, as applicable, is duly authorized to execute and deliver this Agreement on behalf of the **ASSOCIATION** and that this Agreement is binding upon the **ASSOCIATION** in accordance with its terms.

**IN WITNESS WHEREOF**, the parties have hereunto affixed or caused to be affixed their respective hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STRAWBERRY PARK MANAGEMENT LLC

STRAWBERRY PARK RESORT  
CAMPGROUND, INC.

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)