

Declaration and Contract for Major Project Management

Major Project is defined as a large single specific management project beyond the scope of the current Management Contract maintained between the Agent and the Association

PARTIES:

THIS AGREEMENT made this _____ day of _____, 2004 by and between _____, a Homeowners Association hereafter called 'Association' and Pacific Central Management Corporation, hereinafter called 'Agent' agree as follows:

APPOINTMENT:

The Association hereby
(initial box that applies)

Appoints Agent and Agent hereby accepts the appointment on the terms and conditions hereinafter provided as an Agent of the Association, with the power, authority and duties to act as such at the cost and expense of the Association for the duration of this one specific Major Project as defined hereafter.

Does not Appoint (Has hired another to perform management of Major Project or a competent association member is performing as manager of project) If not appointed none of the following apply and agent has no responsibility for outcome of the project or problems associated with the completion or non completion of the project. If project is not completed by Association and Agent is hired to complete Major Project Management, Association will pay an additional 2% bonus for service.

Name of Appointed Manager _____

LIMITATION OF AUTHORITY:

It is understood and agreed that the authority and duties conferred upon Agent hereunder are confined to the Major Project as defined in this document and attached as exhibits.

MAJOR PROJECT DEFINED

See Attachments for Detail

UNDISCLOSED FEES:

Agent agrees not to collect or charge any undisclosed fees, rebates or discounts; and same shall be credited to the account of the Association. All relationships that could benefit the Agent will be disclosed to the Association. Agent or agents employees may provide maintenance or complete parts of the project at market prices. The charges for services and material will include a reasonable profit and overhead to Agent.

TERMS:

The term of this Agreement shall be only for the Major Project described above and can only be terminated upon the mutual consent of the parties and payment of the agreed fee.

AGENT'S FEE:

The compensation which the Agent shall receive for management of this Major Project as performed under this Agreement shall be 5% of the gross cost of this Major Project plus any costs agreed to advance for the management of this project. (See Bonus for beginning work after project has been started and abandoned by association).

In the event the Association requests the Agent to perform additional services not included in this Agreement, the Association shall submit such requests in writing and Agent shall promptly inform the Association of its charge for such additional services which the Association may either accept or reject.

AGREEMENT TO BE CHANGED IN WRITING:

This agreement shall constitute the entire agreement between the contracting parties. No variance or modification thereof shall be valid or enforceable except by written agreement.

RESPONSIBILITY:

The Agent is action for the Association in a Project Management capacity. The Association shall save the Agent harmless from all damage suits in connection with the completion of the herein described Major Project by the vendor hired to complete work and from liability from injury suffered by any of the vendor's employees or other person whomsoever and association will name the Agent as co-insured in Association's liability policy; however, the Agent shall be responsible for any willful misconduct or gross negligence, but shall not be held responsible for any matters relating to error of judgment, or for any mistakes of fact of law, or for anything which it may do or refrain from doing, which does not include any willful misconduct or gross negligence.

Agent will not be responsible for acts of nature, damage caused by vandals or association members or others. This agreement is for the supervision of the Major Project and the Agent is not acting as a contractor.

NOTICE:

Any notice by either party to the other shall be in writing and shall be given and be deemed to have been duly given, if either delivered or mailed in a registered or certified postpaid envelope addressed to the party.

SUCCESSORS AND ASSIGNS:

This Agreement shall inure to the benefit of and constitute a binding obligation upon the Association, his or its heirs, administrators, successors and assigns.

ATTORNEY FEES:

In the event the Agent is required to engage legal counsel to enforce any provision of this Agreement, Association shall pay all costs incurred thereby. In the event of any legal action or proceeding between the parties, the ultimate prevailing party shall be entitled to reasonable attorney's fees and expenses as a part of the judgment resulting therefrom.

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

Association

President

Date _____

Agent
Pacific Central Management Corporation

Michael B. McDonald, President

Date _____