

MANAGEMENT AGREEMENT

This **AGREEMENT** is made and entered into this 1st day of January, 2026, by and between **Vineyards Community Association, Inc.**, a not-for profit Florida corporation (the "Association") and **Property Management Professionals of Southwest Florida, Inc.** (the "Management Company").

IT IS THEREFORE AGREED AS FOLLOWS:

1. **EMPLOYMENT.** The Association hereby employs the Management Company and the Management Company hereby accepts such employment on the terms and conditions as set forth below.

2. **TERM.** This Agreement shall be in effect for a term of one year from the date of its execution, and thereafter for a renewal period on a month to month basis, unless written notice is given of a party's intention not to renew sixty (60) days prior to the expiration of this Agreement or any renewal period thereafter pursuant to paragraph 15.

3. **GOVERNING DOCUMENTS.** The Declaration for VCA, or such other similar document of record, regardless of its designation, which subjects the property described therein or portions of the property to administration and operation by the Association shall be referred to as the "Declaration." The Declaration and the Articles of Incorporation and Bylaws of the Association, the rules and regulations established by the Board, and all other documents relating to or governing the Property shall be collectively referred to as the "Governing Documents." The land owned by the Association for the use and enjoyment of its members is referred to either as the "common areas" or "common elements."

4. **MANAGEMENT COMPANY'S DUTIES.** The Management Company shall perform the following services, when and if needed, and as often as may reasonably be required to accomplish the purposes of this Agreement or as otherwise specified in this Agreement:

(a) **Personnel.** Engage, train and supervise all persons engaged on a full or part-time basis necessary to properly maintain and operate the Association; it being understood that all applicable personnel so engaged shall be employees of the Management Company. The Management Company shall employ at least two (2) individuals, on an as needed basis, for the purpose of providing services to the Association as set forth in this Agreement. Any Person so designated by the Management Company as said Association's Property Manager shall be a licensed Community Association Manager (CAM), as required by Florida law.

Prepare and file on a timely basis all necessary forms for unemployment insurance, withholding and social security taxes, and all other taxes and forms relating to all of the Management Company's employees and to the maintenance and operation of the Association, as and when required by federal, state or local laws.

(b) **Collections.** Collect on behalf of the Association all assessments for common

expenses, Deposit all funds collected from all sources into accounts at one or more financial institutions established by the Management Company as custodian for the Association, so that said funds may be withdrawn therefrom to pay all expenses of operation and maintenance of the Association as contemplated herein. This activity shall also be subject to the requirements of Paragraph 5 below.

- (c) **Care of Property.** Protect, maintain, repair and replace the Property and the common areas to the same extent that the Association is required to do so in the Governing Documents.
- (d) **Purchase Services and Supplies.** Purchase on behalf of the Association all services, equipment, supplies and materials as may be necessary for the maintenance and upkeep of the Property. Such purchases shall be made in the name of the Association and shall be subject to the consent of the Association unless provided for in the approved budget of the Association and shall also be subject to the terms of Paragraph 6 below.

Enter into contracts on behalf of the Association for services that the Association may require, with the understanding that any such contract may be entered into only with the prior written approval of the Board.

For all purchases of goods or services in excess of \$10,000.00, the Management Company shall attempt to obtain no less than three competitive bids.

- (e) **Payment of Bills and Costs.** Check the accuracy of all bills and/or invoices received by the Association for services and supplies in connection with maintaining and operating the Property. Provide the day-to-day bookkeeping services and procedures necessary to pay the expenses and costs of the Association, the payroll of its employees and any other debts incurred by the Association, taking advantage of prompt payment discounts when available.
- (f) **Insurance.** Cause all required insurance as outlined in the Associations governing documents to be carried and maintained in full force and effect, maintain files of all insurance coverage carried by the Association, and assist the Association in making appropriate adjustments with the insurance companies.
- (g) **Notice, Meetings.** Prepare and send all letters, reports and notices as may be reasonably required by law or requested by the Board; attend, if requested, no more than twelve meetings of Directors and owners; and type and distribute minutes thereof. In the event the Board requires the Management Company's attendance at more than 12 meetings annually, a charge of \$75.00 per hour shall be paid to the Management Company for each such meeting attended.

The Management Company shall be paid an additional fee of \$65 for every Board Meeting lasting more than two but less than three hours, an additional \$130 for every Board meeting lasting more than three hours.

- (h) **Members Roster.** Maintain a current roster of all members.
- (i) **Transfers.** Accept applications and references from all prospective purchasers and/or tenants and assist the Association in facilitating transfers of Units, except to the extent that the Management Company is legally or ethically prevented, in the Management Company's sole discretion, from providing such assistance.
- (j) **Financial Records and Reports.** Maintain and store in accordance with paragraph 12.(b).(11) the Association's financial books, records, accounts and other records as provided by the Governing Documents or required by the Board, in accordance with good business practices; and issue certificates of account to owners, their mortgagees and lienors, without liability for errors unless as a result of gross negligence. The financial records shall provide information adequate to trace all collections and disbursements of Association funds made by the Management Company. Such records shall be kept in the Management Company's offices and shall be available for inspection and photocopying by owners or their authorized representatives or applicable government agencies at all reasonable times. The Management Company will produce monthly financial Statements detailing the Associations current financial status.
- (k) **Year-End Report.** Within 60 days following the end of the fiscal or calendar year (or on the date otherwise provided for in the By-laws of the Association), the Management Company shall mail to all members of the Association a complete financial report of actual receipts and expenditures of the Association for the previous 12 months.
- (l) **Budget.** Compile cost estimates and prepare the proposed operating and reserve budgets for each fiscal year, setting forth anticipated income and expenses of the Property for the year and each owner's share thereof. The proposed budget shall be submitted to the Board for consideration at least 30 days prior to the beginning of the fiscal/calendar year, and shall be mailed to the members at least 14 days in advance of (or such greater time as required by the Governing Documents) the budget meeting.
- (m) **Tax Returns.** Assist the Association's accountants in their preparation of all required tax returns for the Association.
- (n) **Official Books and Records.** Be responsible for the keeping of the official books and records of the Association, as directed by the Board, and make such records available as required by State Statute for inspection and photocopying by owners or their authorized representatives.

- (o) **Compliance with Laws, Covenants and Rules.** Take such action as may be necessary to assist the Association in causing the Association, the Management Company, owners and occupants of dwelling units to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities having jurisdiction, and with the Governing Documents and the applicable rules and regulations of the Association, in connection with the operation of the Property and the performance of this Agreement. The Management Company will confer with the Association's legal counsel for these purposes.
- (p) **Cooperation.** The Management Company fully accepts that its function is to assist the Board in the operation and administration of the Association. Notwithstanding the express authority given to the Management Company in this Agreement, it is understood and agreed that the Management Company will at all times confer fully and freely with the Board in the performance of the services set forth herein, including but not limited to, attendance at Board meetings.

5. **DEPOSITS.** All funds collected by the Management Company will be deposited in one or more Banks or Savings and Loan associations. The deposits of which are insured by an agency of the United States. Such accounts or other investments will be styled so as to indicate the custodial nature thereof and the funds therein will not be commingled with other funds collected by the Management Company as agents for others. The Management Company will not be liable for any loss resulting from the insolvency of such depository or the loss of such investments if directed to invest by the Association. Withdrawals from the Association's accounts shall require either: (a) the signature of at least one Officer or Director of the Association. Designated employees will be covered by the Management Company's employee dishonesty insurance in an amount no less than equal to the maximum amount of funds to which said employee has access at any given time.

6. **LIMITATIONS ON EXPENDITURES.** Except for the payment of insurance premiums or utility bills, and except as specifically authorized in any approved operating budget or plan of operation approved by the Board, for any one item of repair or replacement, the expenditure incurred shall not exceed the sum of \$2,500.00 unless specifically authorized by the Board; provided, however, that emergency repairs involving clear danger to life or property, or immediately necessary for the preservation and safety of the Association or for the safety of the Unit Owners, or required to avoid the suspension of any necessary services to the Association, may be made by the Management Company irrespective of the cost limitation imposed by this Paragraph. Notwithstanding this authority as to emergency matters, it is understood and agreed that the Management Company will, if reasonably possible, confer immediately with the authorized Board Representative regarding every such expenditure.

7. **RESPONSIBILITIES OF ASSOCIATION.** In order for the Management Company to effectively perform their duties, the Association must assume the following responsibilities:

- (a) Maintain a fully constituted Board.
- (b) Designate one Director who shall be authorized to deal with the Management

Company on matters relating to this Agreement and the Management Company's performance of its duties. In the absence of any such designation, the President of the Association shall be deemed to have this authority.

- (c) Initially supply the Management Company with an accurate owners roster.
- (d) Provide the Management Company with a current set of Governing Documents and Association Rules and Regulations.
- (e) Neither permit, allow or cause any of the officers, directors, or members to interfere with the Management Company in the performance of their duties or the legitimate exercise of any of their powers hereunder.
- (f) Assist the Management Company as requested in making decisions and in guiding them in the performance of their duties under this Agreement.

8. **OTHER ASSOCIATIONS.** The parties recognize that the Management Company will be performing similar services for other Associations in Southwest Florida, and will be managing other properties. Nothing in this Agreement shall be construed to employ the exclusive services of the Management Company.

9. **AUTHORITY.** The function of the Association is the administration and operation of the Property and the common areas; and the Management Company agrees, notwithstanding the authority given to the Management Company in this Agreement, to confer fully and freely with the Board in the performance of its duties as set forth herein. It is further understood and agreed that the authority and duties conferred upon the Management Company hereinunder are confined to the Property and common areas, as defined in the Governing Documents, the Association's property, and such portions of the individual residences as may be controlled, inspected, or maintained by the Association. The Management Company's responsibility will be the implementation of policy decisions and directives of the Board in accordance with the Governing Documents. However, the Board will not unreasonably interfere with the Management Company's performance by dealing directly with those persons or organizations performing services under the supervision of the Management Company.

10. **RELATIONSHIP OF PARTIES.**

- (a) **Agency.** All actions by the Management Company with respect to management and maintenance under this Agreement shall be as Agent for the Association, and all obligations or expenses incurred in the performance of the Management Company's duties and obligations shall be for the account of, on behalf of, and at the expense of the Association. The Management Company shall not be obligated to make any advances to or for the account of the Association or to pay any obligations of the Association, except out of funds provided by the Association, nor shall the Management Company be obligated to incur any liability or obligation on behalf of the Association without reasonable assurance that the necessary funds for the discharge thereof will be provided.
- (b) **Independent contractor.** The Management Company, its employees and

Agents shall be deemed to be independent contractors and not employees of the Association. The Association shall be responsible to pay for any employee benefits, employee withholding taxes or other taxes, charges or costs, or any other expenses of any nature, except for the fees and costs specifically provided by this Agreement.

11. **EXCULPATION, BOND, INSURANCE.**

- (a) The Management Company shall not be liable to the Association or its Members for any loss or damage not caused by the Management Company's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Company from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Property, its common areas and dwelling units, from any cause whatsoever, unless such injury shall be caused by said Management Company's own gross negligence or willful misconduct.
- (b) The Association shall insure itself against liability arising from negligent acts by the Management Company, its Agents and employees. Because the Management Company will be acting at all times for and on behalf of the Association, it is understood and agreed that if possible the public liability insurance carried and maintained by the Association shall be extended to and will cover the Management Company, its Agents and employees, as well as the Association, all at the expense of the Association.
- (c) The Management Company agrees to indemnify the Association against the loss of Association funds through dishonesty of its employees, but such indemnification shall not exceed the limits of coverage provided in the Management Company's Employee Dishonesty Insurance Policy.

12. **FEES AND COSTS.**

- (a) **Management Fee.** The Association hereby agrees to pay for management and accounting services to be furnished hereunder, at a fee of **\$20,497.85** per month for the first year this Agreement is in effect. This fee is due and payable on the first day of each calendar month. Fees after the initial one-year term may be negotiated and agreed upon based on the adopted budget.
- (b) **Separate Cost Items.** The Association will pay or reimburse the Management Company separately for the following services or costs:
 - (1) Postage - the exact costs incurred as per bill submitted.
 - (2) Photocopies - \$.17 each page.

- (3) Advertising and publishing notices - the exact cost incurred as per bill submitted.
- (4) Long Distance telephone, telex or other communication – the exact costs incurred as per bill submitted.
- (5) Incoming Facsimile - \$1.00 per page.
- (6) All cost expended by the Management Company for material, supplies and services other than the management and overhead expenses of the Management Company's office operations.
- (7) A fee of \$7.00 per month per box of Association records that require storage at Management Company's off-site storage facility.
- (8) Processing Fee of Rental/Resale Information – a processing fee of 50% of the amount the association charges unit owners, per unit for the maintaining of rental/resale history, when applicable.
- (9) When the services of a recording secretary are required, a fee of \$50.00 per hour will be charged. After 5:00 pm, the fee will be \$65.00 per hour for these services.

13. **ATTORNEYS' FEES.** In connection with any dispute, proceeding, arbitration or litigation arising out of, or to enforce or settle issues under this Agreement, the prevailing party shall be entitled to recover against the other party all costs and expenses incurred, including reasonable attorneys' fees and any costs and attorneys' fees incurred by virtue of any appellate proceedings, in addition to any other remedy or relief granted.

14. **NOTICES.** Any notice required or permitted between the parties to this Agreement shall be in writing and shall be delivered by United States Certified Mail - Return Receipt Requested, or by special messenger service, or by hand, to the parties at the following addresses:

TO THE ASSOCIATION:

David Simbari, Vice President
Vineyards Community Association, Inc.
75 Vineyards Blvd., Third Floor
Naples, FL 34119

TO THE MANAGEMENT COMPANY: PMP of Southwest Florida, Inc.
75 Vineyards Blvd., Third Floor
Naples, Florida 34119

15. **TERMINATION.**

By Either Party. At any time after the commencement date, this Agreement may be terminated by either party's giving the other written notice sixty (60) days in advance of the termination. The notice must specify the reason for termination and give the non-terminating party (30) days to cure same.

Procedure. In the event of termination, the Management Company will cooperate fully with the Board and any new Management Company employed by the Association in causing an orderly transition and shall turn over all funds, records and property of the Association to the new Management Company, if any, at the direction of the Board.

16. **ASSIGNMENT.** With the prior written approval of the Association, the Management Company may assign its rights and duties under this Agreement, as long as the Assignee agrees, in writing, to assume and perform the same terms and covenants of this Agreement. Upon such assumption, the Management Company will be released from any and all obligations hereunder.

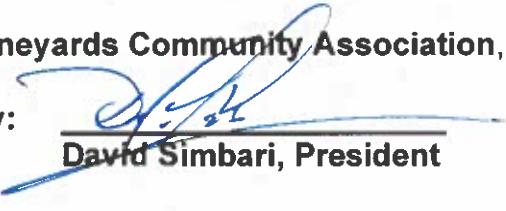
17. **SEVERABILITY.** In the event that any portion of this Agreement is deemed to be illegal, void, or otherwise inoperative by a court of law or other tribunal having jurisdiction, that portion shall be severed from this Agreement, and the remaining portion of this Agreement shall remain in full force and effect.

18. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and upon their respective successors and assigns.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the full and complete understanding between the Association and the Management Company and supersedes any and all agreements, contracts, promises or representations, whether oral or written expressions of understanding, unless expressly set forth in this Agreement. This Agreement may not be amended or modified in any manner except by a written instrument executed by both the Association and the Management Company with the same formalities in which this Agreement has been executed.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

Vineyards Community Association, Inc.

By: 
David Simbari, President

Date: 9/30/2025

PROPERTY MANAGEMENT PROFESSIONALS
OF SOUTHWEST FLORIDA, INC.

By: 
Maria Procacci, President

Date: 10-1-25

EXHIBIT A

1. 24 hours a day, seven days a week availability including full time manager and assistant.
2. Weekly supervision and inspection of all Property, including other neighborhoods, roofs, walls, landscaping, lakes and roads.
3. Management of Access Control, including direct supervision of the head of access control.
4. Onsite availability, including requirement of maintaining an office directly on Vineyards property.
5. Website creation and maintenance.
6. Liaison between Collier County and Community.
7. Respond to all issues from individual neighborhood association and homeowners.
8. Must reside onsite at the onset of a natural disaster for preparation and clean-up.
9. Work with Vineyards Radio Network and CERT (Certified Emergency Services Team) membership for Vineyards communication during emergencies.



Initials