

ON TIME PROPERTY MANAGEMENT AGREEMENT

Agreement made this 1st day of **OCTOBER 2020** between **CORN HILL COTTAGE CONDOMINIUM ASSOCIATION**(hereinafter referred to as the “Condominium”) acting through its Board of Trustees and **ON TIME PROPERTY MANAGEMENT (Everard Cleary)** a Massachusetts Corporation having a principal address at 5 Freeman St Apt 3, Provincetown, MA 02657. (hereinafter referred to as the “Company”);

WITNESSETH:

WHEREAS, the Condominium is the organization of unit owners (hereinafter referred to as the “Unit Owners”), created under Chapter 183A of the General Laws of Massachusetts, (hereinafter referred to as the “Condominium”), which consists of 13 units (hereinafter referred to as the “Units”), in building(s) located at 62 Corn Hill Road, Truro, MA 02666 (hereinafter referred to as the “Building”), and certain common areas and facilities as described in the Master Deed of the Condominium recorded in the Barnstable County Registry of Deeds:

WHEREAS, the orderly and uniform administration, maintenance, appearance, upkeep, management and regulation of the Condominium is necessary and essential for the preservation and promotion of the interest of the Unit Owners in the Condominium, the protection of the economic values thereof, including the value of the Condominium’s property and the convenience and well being of the Unit Owners of the Condominium;

WHEREAS, the Condominium deems it necessary and appropriate to retain a management company to manage and regulate the Condominium; and

WHEREAS, the Condominium, pursuant to its By-Laws, is authorized to appoint a management company to facilitate the management and regulation of the Condominium and has the power to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein made, it is agreed as follows:

1. **Employment:** The Condominium does hereby retain the Company as the manager of the Condominium and the Company does accept. The Company reports to the Condominium President and conducts work at the direction of the CHCCA President or designee.
2. **Term; Termination:** This Agreement shall take effect this 1st day of **December 2020** and shall continue in effect through the **30th** day of **November 2021**. This Agreement will thereafter automatically renew for additional one (1) year terms in succession unless either party serves notice, at least thirty (30) days prior to the expiration of the initial term or any renewal term, of its intention not to renew. The Condominium and/or Company may terminate this Agreement at any time provided that either party shall be required to give written notice thirty (30) days prior to terminating this Agreement. Upon termination all keys of the Trust shall be transferred to the Trust promptly upon request.
3. **Payment and Services:** The Condominium will pay the Company one thousand dollars per month. The Company shall be authorized and required to perform the following routine services with due diligence and care and in accordance with generally accepted industry standards:
 - **Exterior Property Inspection:** Walk the exterior of the property monthly off season (October through May) and walk the exterior of the property weekly in high season (June thru September) to inspect the grounds, exterior lights and timers, beach stairs, private beach signs, beach sand loss/accumulation, walkways, parking lots, decks, beach stairs & individual cottages for repairs. Inspection reports will be sent to the CHCCA President weekly.
 - **Maintenance:** Empty and clean charcoal grills, inspect and clean trash areas, replace exterior light bulbs and adjust timers as needed. Replace clothesline as needed. Test and replace smoke detectors in storage room as needed. Keep grounds clean. Repair fences and

board walks including addressing errant nails that pop up on board walks. Coordinate well and septic inspections.

- **Major Storms:** Prepare complex for major storms and inspect property after the storm. Pre-storm: prepare property for forecasted major storms (secure grills/outdoor furniture shutter unit windows etc.) Check complex after major storms: Inspect the exterior of each unit and correspond with President, CHCCA and respective owners by email on maintenance and repair concerns. Emergency damage from a storm, vandalism, or irregularities will be investigated and reported to the Chair and respective owner immediately.
- **Annual Meeting:** Attend annual meetings or Trustees meetings as requested. Prepare annually a property management report. The report will include a summary of the property manager activities and recommendations on any major repairs needed or safety issues
- **Communication with President of CHCCA/designee:** Communicate freely and fully via email, text and phone with the CHCCA President or designee as needed.
- **Opening and Closing:** Coordinate with plumber, the propane company and electrician as necessary to open and close all the units. Put out or put back trash barrels, grills, clotheslines, and attached garden hoses to outside faucets. Close/open shutters and remove/install outside screen doors on all units where required/requested. Ensure propane, plumbing, electric on/off and working in all cottages, plug in, as needed, stoves & refrigerators (except where specifically noted otherwise, ie. #18/#19 breakers remain on due to sump pump, etc) Bring outdoor furniture into cottages at closing and place outdoor furniture on porches at opening. Owners may request additional services during opening /closing. Individual requested services will be billed to the individual owner directly. The company will bill the owners \$50/hour for individually requested services.

Non Routine Services: These services will be provided however they are not included in the monthly one thousand dollar fee:

- **24 Hour Emergency Service:** 24/7/365 emergency service is available and is billed out at \$100 per call. Routine repairs and issues that can be addressed immediately will be included in the \$100/ per call fee.
- **Special Projects:** At the direction of the CHCCA President or designee, the Company will provide timely estimates to complete the special project.
- **Carpentry:** \$50/ hour per worker.
- **Non-routine repairs:** \$55/hour
- **Off -cycle property manager visits:** At the CHCCA President or designee request the Company may be called to the property. The company will charge \$50/hour during the work week (M-F 8am-4pm) and \$75 per after hours including Saturdays and Sundays.

All non routine services must be invoiced within 30 days of completion,

Miscellaneous

1. **Condominium's Responsibility:** Name property management company on their Director's & Officers and General Liability insurance as an additional insured. Provide Management company a certificate of insurance.
2. **Company's Responsibility:** The Company in the exercise of its powers and performance of its duties and obligations under this agreement shall be responsible solely to President of the CHCCA which for all purposes of this Agreement represents all Unit Owners in the Condominium.
3. **Covenants and Agreements:** All of the covenants and agreements contained in this Agreement shall be binding upon the successors, assigns, and legal representatives of the Condominium and the Company.

4. **Company Insurance Requirements:** The Company maintains and shall maintain throughout the term of this Agreement, liability insurance and other such insurance in such amounts and with such coverages as are customary in the property management business as conducted in the Commonwealth of Massachusetts by property management companies of similar size to the Company, and as may be required by applicable law including worker's compensation insurance for all employees
5. **Company Licenses:** The Company will comply with all applicable laws and be responsible for obtaining all licenses, permits and other authorizations necessary to own and operate its business and to perform its duties as set forth herein
6. **Relationship:** The relationship between the parties is that of independent contractors. The Company's agents and employees shall, under no circumstances, be deemed employees, agents or representatives of the Condominium. The Company shall neither have the authority to bind the Condominium nor to incur any obligations on behalf of the Condominium except as set forth in Section 4B above or as otherwise set forth in a written direction from the Condominium (which may include e-mail communications) to the Company.
7. **Amending the Agreement:** This Agreement contains the entire Agreement of the parties and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be governed by, and enforced under, the laws of the Commonwealth of Massachusetts. This Agreement is executed by the Board of Trustees on behalf of the Condominium. The members of the Board of Trustees executing this Agreement shall not have personal liability hereunder (except as Unit Owners) and each Unit Owner's liability hereunder shall be limited to such proportion of the total liability hereunder as his/her interest in the common areas and facilities bears to all such interests.
8. **Indemnification Clause:** The Company agrees to indemnify and hold owners and CHCCA harmless from all claims, losses, expenses, fees including attorney fees, costs and judgements that may be asserted against owners/ CHCCA that results from the acts or omissions of the Company, Company employees, agents and/or subcontractors.

9. **Severability Clause:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

_____ Date:
Everad Cleary, On Time Property Management

_____ Date:
Lynn Bowman, President, Corn Hill Cottage Condominium Association



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9. **Severability Clause:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Date: 11-06-20

Everad Cleary, On Time Property Management

Date: 11/12/2020

Date:

Lynn Bowman, President, Corn Hill Cottage Condominium Association

