



Epic Management Solutions LLC

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## PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of June 2018, between Doral Gardens II Condominium Association Inc, A Florida not-for-profit corporation ("Association"), and Epic Management Solutions LLC, a Florida Limited Liability Company ("Manager").

### WITNESS:

A. Whereas the Association is the entity responsible for the operation of Doral Gardens II Condominium Association Inc, located at 4920 NW 79<sup>th</sup> Avenue, Doral, Florida 33166

B. Whereas the Association desires to designate the Manager as its managing agent for said community. Manager, subject to supervision, direction and control of the Association, and in consideration of the mutual covenant herein made, and for other valuable consideration, does hereby agree as follows:

1. **Exclusive Manager:** The Association hereby retains and appoints the Manager, and the Manager hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth, as exclusive manager of the Association.
2. **Terms:** This Agreement shall commence on the 1st day of July 2018 and ends on the 30th day of June 2021, both dates inclusive. This Agreement is not cancelable except with written notice for reason of non-performance or default as provided in paragraph 9 of this Agreement. Upon expiration of this initial term, this Agreement shall automatically be renewed and extended for three (3) years period unless either party timely serves written notice upon the other party of its intention not to renew the Agreement at least 180 days before the end of the renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of essence.
3. **Manager's Duties:** Under the direct supervision of the Board and its Designated Parties during the term hereof, the Manager shall assist the Association in performing services as described and attached hereto and incorporated herein as Exhibit "A", with the following additions:
  - a. **Bookkeeping services:** Provide the day-to-day bookkeeping services necessary to pay the bills of the Association. This service shall include, but not limited to, keeping all records of and performing all services in connection with the payment of bills, payrolls and such other items as may be provided for in the budget. Checks shall be executed by two designees of the Board of Directors of the Association ("Board of Directors") or, with the approval of the Board of Directors by one designee of the Board of directors. Manager shall not be liable for the failure to make any such payments. Manager shall render to the Board of Directors on a monthly basis statements of receipts, expenses, disbursements, financial charges, and bank reconciliations.

- b. Collection of Regular and Special Assessment: Collect monthly assessments, special assessments, and all other monies due from the members, and under the Association's authorization, request, demand, collect, and receive any and all charges or rents that may at any time be or become due to the Association and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent monthly assessments. Such costs incurred legal and otherwise, shall be paid by the Association. The Manager shall be in charge of all collections except of the collection of specific accounts that have been turned over to the Association's legal counsel. All monies collected by the Manager shall be deposited into a bank account established by the Association, through its Board of Directors, so that said funds may be withdrawn from there to pay all expenses of operation and maintenance of the Association as contemplated herein. The Manager shall not be liable for any loss resulting from the insolvency of such depository.
- c. Costs of collection: The Association authorizes the Manager to send delinquency notices to any owner in arrears for the collection of the assessment, including letters and telephone calls for an administration fee in the amount of \$150.00. The Association understands that it will be obligated to pay to the Manager said administration fee. However, where the Association is authorized by its documents (Declaration or Articles of Incorporation, or By-Laws) to recover the cost the Association incurs in collecting overdue maintenance assessments, the administration fee of \$150.00 shall be collected by the Association's Attorney from the delinquent owner.
- d. Manager does not have the duty to cause the common elements of the Association to be maintained and repaired. The Board of Directors of the Association shall have the duty to cause the common elements of the Association to be repaired and maintained, at the expense of the Association and in accordance with the Association's approved budget, including but not limited to, landscaping, painting, roofing, exterior cleaning and such other ordinary and extraordinary maintenance and repair work as may be necessary, consistent with the character of the property. Manager will follow instructions, as propagated by the Board of Directors, regarding the maintenance and/or repair work to be performed for the Association. Manager, however, does not provide any maintenance or repair services and will not cause any maintenance and/or repair services to be performed for the Association based unilaterally on Manager's beliefs regarding proper standards of maintenance or repair work and/or necessity thereto. Accordingly, Manager does not hold any liability arising from services performed by companies that provide maintenance or repair services and/or lack thereof. Notwithstanding anything contained herein to the contrary, Association agrees to Hold Harmless Manager from any liability resulting from lack of proper maintenance under this paragraph.
- e. The Manager shall not place any single order or execute any single contract obligation for the Association, unless specifically authorized by the Board, its Designated Party or if already included in the operating budget of the Association. All contracts shall be approved and executed by the Board of Directors. The Association acknowledges that within the scope of this Agreement and in carrying out all of its duties and responsibilities hereunder, including but not limited to those set forth in this paragraph, the Manager is acting solely as an agent for the Association and, accordingly, any expenses or liabilities incurred by the Manager hereunder, whether in its name or that of the Association, shall be the sole obligation of the Association and not that of the Manager. Neither the Manager nor any of its officers, directors, employees, servants or agents shall be personally liable in any fashion for any contract made in compliance with the provision of this Contract. The Association shall defend, indemnify and hold the Manager harmless from any such liability. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, the Manager shall not perform, nor be expected to perform the services which would normally be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

- f. **Maintain Association Files:** Maintain, as needed, the Association's financial records books, accounts and other financial related records as provided by the Association's By-Law. The records shall be kept at the office of the Manager or at a location designated by the Manager in accordance with the Condominium Act or Homeowner Association Act and shall be available for inspection pursuant to Chapter 718 and 720. For extraordinary or repeated records inspection requests, the Manager may charge the Association a reasonable administrative fee for the time required to produce documents for inspection by a member of the Association and for the time of a representative of Manager to oversee the inspection. The Manager may charge the Association a reasonable fee for the storage of the Association's records.
- g. **Budget:** Prepare an annual operating budget and supporting documentation in coordination with the Association's accountant. Said budget shall be submitted to the Association for final approval at least thirty (30) days prior to the budget meeting.
- h. Process all initial and re sales, change or update of Association records, issuance of welcome package (if applicable), and issuance of new payment envelopes (if applicable). This process shall have a fee charged to the applicant and paid to the Manager of One Hundred Dollars (\$100.00) per application and will be collected from the new unit owner or renter, as the case may be.  
Pursuant to Florida Statutes 718.116(8)(d) the Board of Directors must have knowledge of Management Companies authority to charge a fee for Estoppels Requests, Condo Questionnaire. Upon signing this Contract you are hereby acknowledging that Epic Management Solutions LLC charges a reasonable fee for any and all Estoppels Certificates and Applications for Leases or Purchases etc. and that you have no objections hereto.
- i. Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by the Board of Directors of the Association, and attend monthly meetings of the Board of Directors, annual meeting, budget meeting and any other general membership meetings of the Association and file minutes thereof, which minutes shall be prepared and recorded by the Association or its designee. Additionally, the Manager will organize the annual meeting of the membership of the Association as well as special meetings of the membership, including preparation and delivery of membership notices, voting certificates proxy forms, and agendas for these meetings. The Manager may charge the Association a reasonable fee for the organization and preparation of such meetings.
4. **Management Personnel:** Manager agrees that it shall employ a minimum number of personnel for the Association. The minimum number of personnel and their positions are set forth in Exhibit "A". Such personnel shall devote on an average basis the number of hours weekly necessary to perform the services hereinafter provided as specified in Exhibit "A". The Manager will hire in the name of Epic Management Solutions LLC managerial personnel as needed (which person or persons may be employed on a part-time or full-time basis) for the discharge of the duties described herein. The Association understands that all personnel so employed and any persons, firms or companies engaged as independent contractors shall be employed by the Manager as agents for the Association. Manager shall also assist the Association in coordinating the work of any independent contractors engaged by the Association with the day to day activities of the Association. However, under no circumstances, shall Manager or an employee of Manager be designated to serve as the Association's Representative in any contract.  
The Association under no circumstances, either alone or in association with others may (i) solicit, or encourage any organization directly or indirectly controlled by the Employee to solicit, any employee of Epic Management Solutions LLC or any of its subsidiaries to leave the employ of Epic Management Solutions LLC or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by the Employee to solicit for employment, hire or engage as an independent contractor, any person who was employed by Epic Management Solutions or any of its subsidiaries at any time during the term of this agreement and for a period of two years from the date of termination of this Agreement. Should Association violate this provision or otherwise wish to buy out such an employee from Manager, Association agrees to pay Manager a one-time charge of forty percent (40%) of employee's annual salary per employee as agreed upon liquidated damages, and not as penalty. If the Association employees currently existed on site prior to hiring of Manager, Manager shall not be entitled to any compensation should developer choose to hire them elsewhere.



5. Agency: All actions taken by the Manager with respect to management and maintenance under the provision of this Agreement shall be taken solely as an agent of the Association. Accordingly, all obligations or expenses incurred in the performance of the Manager's duties and obligations shall be for the account, on behalf of, in assistance to and at the expense of the Association, except as is otherwise expressly provided herein. The Manager shall not be obligated to make any advances to or for the account of the Association or to pay any sum, except out of funds held or provided by the Association or by its members or occupants of Units, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association without absolute and unconditional assurance that the necessary funds for the discharge thereof are immediately and presently available. With respect to any liabilities that shall arise under this paragraph and/or under this Agreement, the Association shall defend, indemnify and hold the Manager harmless from any such liability.
6. Cost Reimbursement:
- a. Except as is otherwise expressly provided herein, the Association shall pay or reimburse the Manager for all costs which may be incurred by the Manager in providing services, materials and supplies immediately upon receipt of an invoice, including but not limited to printing, photocopying, office supplies, newspaper ads, postage and long distance phone calls and certified letters as authorized by the Association.
  - b. Compensation for Non-Routine Services. Non-routine services shall be performed only with prior written authorization of the Board of Directors or an officer designated by the Board to issue such authorization. The Association shall pay the Manager administrative fees which shall be negotiated and agreed upon by the Association and the Manager. Non-routine services may include without limitation the following:
    - A. Litigation support services, including, but not limited to,
      - A. Court appearances and preparation, production of documents, discovery, meetings with counsel, and/or other professional.
      - B. Production and inspection of records by Association members per Paragraph 3(f) of this Agreement.
      - C. Provide extraordinary support services to the insurance adjusters handling the Association's claims in the event of hurricane or other Acts of God, or any major projects other than the normal day-to-day operations which will likely require intensive use of human and other resources beyond those normally dedicated by Manager under their contracted management function. The Parties agree that these services shall be compensated on the basis of five percent (5%) of the value of the claim and/or contracts entered into (reconstruction, painting, etc). This five percent (5%) is in addition to the contracted monthly management fee. The Association agrees to indemnify and hold Manager harmless from all claims, demands, charges, costs, damages, or expenses (including legal fees, costs, and legal interests) arising from Manager's performance of the aforesaid extraordinary services.
7. Compensation: In addition to all actual costs for which the Association shall pay the Manager, pursuant to paragraph 6, Exhibit "A", and other pertinent paragraphs hereof, the Association agrees to pay the Manager \$29,400.00 per year, for the term of this agreement payable in monthly installments in advance on the first day of each month of \$2,450.00 based on a total of 368 units. There shall be an 18% late charge applied to any invoice not paid within thirty (30) days of issuance. Manager shall have the right to suspend services after thirty (30) days of non-payment until such time as payment is received in full by Manager, with the exception of payroll expense, which, if not timely paid, shall entitle the Manager to an immediate suspension of service.

8. **Lien Rights of Manager:** In the event the Association fails to pay the Manager as agreed upon herein, the Association understands and agrees that pursuant to Chapter 713, Florida Statutes or otherwise, as a legal or equitable remedy, the Manager has the right to place a lien upon the Association's property in an amount equal to the value of the Manager's unpaid services.
9. **Termination:** In the event that the Manager defaults by failing to perform within the specifications set forth herein, the Board of Directors shall notify the Manager in writing by Certified Mail, Return Receipt of the specific default or non-performance. The Manager then shall have forty five (45) business days from receipt of such notice to substantially correct or cure such default or non-performance. In the event, Manager is unable to correct such default or non-performance, or, in the case of a default requiring more than 45 days to be corrected, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter, the Association shall have the right to cancel this Agreement. If the Association should discontinue the agreement after the Manager mends the default within the above-mentioned period, it is agreed that the Association shall pay Epic Management Solutions LLC., a sum of the total contract amount, not to be confused as penalty but to provide for damages in light of the loss that the Manager will suffer. If the Association shall default in the performance of any duty for which it is responsible under this Agreement and/or default by failing to make the payments required to be made hereunder, the Manager shall have the right to cancel this Contract with twenty (20) days written notice, unless such default is cured within such twenty (20) days period, and/or Manager shall have the right to institute appropriate legal proceedings to recover any amounts due and seek other legal relief. In the event that this Agreement is terminated pursuant to any of the provision of this paragraph then all outstanding charges or expenses (incurred by the Manager under the terms of the Agreement, which are to be paid or reimbursed by the Association, but not paid at the time of termination, shall be paid by the Association to the Manager within ten (10) working days after the termination of this Agreement.
10. **Limitations:** The Manager shall not be obligated to take any action which shall result in any burdensome onerous penalty being imposed upon the Manager by Judicial or administrative decree or order, or which require special licensing as a business or profession, including but not limited to the practice of law, public accounting, real estate or insurance brokerage, or investment advisor. In the event licensed professionals of this kind are required, the Manager may retain them on behalf of the Association upon approval in each instance by the Board of Directors. It is further agreed by the parties that Manager shall not be responsible or accountable for any action taken by Association and/or Association's Officers or Directors. It is further agreed that Manager shall not be responsible or accountable for any action or record prior to the execution of this Agreement.
11. **Attorney's Fees:** In connection with any litigation, including appellate proceeding, arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
12. **Governing Law and Venue:** This agreement shall be construed under and in accordance with the laws of the State of Florida; any legal proceeding arising from this agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

13. **Liability / Indemnification:** The Association hereby expressly agrees and understands that the Manager shall not be liable to the Association, its members or to Unit owners, their guests and invitees for any injury, loss or damage to person or property, unless caused solely by the Manager's own gross negligence or willful misconduct. To the fullest extent of the law, the Association and its members will, and do hereby agree to indemnify, save, defend and forever hold harmless the Manager, its affiliated or related entities, partners, officers, directors, agents servants and employees from any liability, damages, losses, costs or expenses for any injury, loss of damages to any person or property, in, about or in connection with the Association or the management of the Association from any cause whatsoever, unless caused solely by the Manager's own gross negligence or willful misconduct. All personal property placed or moved into the Condominium or Homeowners property will be at the risk of the Association or the Unit owner or occupant. Manager will not be liable to the Association or others for any damage or injury to person or property, real or personal, arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, the presence of mold, mildew or any pollutant, and any act or omission of any Unit owner or occupant of the Condominium or home or of any other person. However, the foregoing will not relieve Manager of liability for damage or injury resulting solely from Manager's gross negligence or willful misconduct. To the extent that such liability results solely from the Manager's gross negligence or willful misconduct, Manager shall indemnify and hold harmless the Association. In no event will Manager be liable for consequential damages to the Association, a Unit owner or any third-party. The provisions set forth in this Paragraph 13 shall survive the expiration or earlier termination of this Contract. The Association shall name the Manager as an additional name insured on the Association's insurance policies without additional cost to the Manager. Liability insurance shall be in the amount of no less than One Million Dollars (\$1,000,000.00). Notice of cancellation of said insurance shall be furnished to the Manager at least Thirty (30) days prior to such cancellation.
14. **Modification:** No change or modification of this agreement shall be valid unless in writing and signed by all parties hereto.
15. **Severability:** If any section, sub-section, sentence, cause, phrase or word of this agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if excluded parts had never been included therein.
16. **Miscellaneous:** The Association represents and warrants that the execution, delivery and performance of this Agreement by the Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which the Association is a party or under which it is bound. The Association further represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform the obligations hereunder, and that it has taken all action necessary to authorize the execution, delivery and performance of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25<sup>th</sup> day of June 2018.

Dallory

EPIC MANAGEMENT SOLUTIONS LLC

Print/type Name: Darielys Llanes

Title: Manager

For Doral Gardens II Condominium Association.

Signature: [Signature]

Print/type Name: SADIK KABACH

Title: PRESIDENT

Signature: [Signature]

Print/type Name: Daniel Rodriguez

Title: Treasurer

Signature: [Signature]

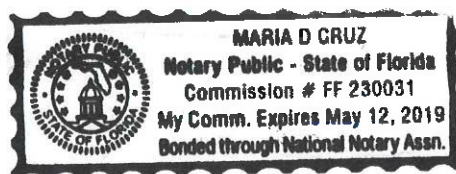
Print/type Name: Leonardo Espinosa

Title: Vice President

[Signature]  
Notary Public, State of Florida

My Commission Expires:

May 12, 2019





## EXHIBIT A

### SERVICE PRICING

- Salary & Wages: \$447,608.00
- Management Services: \$29,400.00

**Service Total: \$477,008.00 Annually**

\* Salaries include all employee payroll expenses, Worker's Compensation Insurance, Medicare, state & federal taxes, ongoing training, and human resource administration.

- Manager's employees shall be entitled to vacation days, sick days, jury duty and holidays in accordance with the relevant provision of the Manager's Employee Policy Manual. The Manager shall stagger vacation days and holidays of employees so as not to overlap the absences of any of Manager's employees from the Association.
- Upon the Association request, Manager will make any necessary changes to the onsite employees if any of them is not performing the job according to the requirements of the Association.
- Every four (4) months Manager will conduct, along with the Association, an evaluation of its employees. As per the Association's decision, the Association may recognize and provide a bonus to those employees performing above average. Likewise, the Association may provide a bonus to those employees who perform above average during the year at the end of each fiscal year.
- The service pricing including the employee's salaries, may be increased in accordance with the Association's annual budget. If the annual budget approves an increase, the new figures will automatically supersede the amounts shown above.