



# Alliant Property Management, LLC

## MANAGEMENT SERVICES AGREEMENT

**THIS MANAGEMENT AGREEMENT** made and entered into on 09-12-2016, by and between Royal Pelican Condominium Association, Inc., a not-for-profit Florida Corporation, (hereinafter called "ASSOCIATION"), located in Fort Myers Beach, FL, and Alliant Property Management, LLC, a.k.a. Alliant Association Management whose main office is located in Fort Myers, FL (hereinafter called "MANAGEMENT FIRM"). In consideration of the terms, conditions, and covenants herein contained, the parties mutually agree as follows:

1. **Parties to This Agreement.** The Association, in order to properly conduct its business, hereby exclusively appoints the Management Firm, and Management Firm accepts exclusive management duties. The Management Firm and its Community Association Managers are duly licensed pursuant to the laws of the State of Florida and engaged in the business of providing community association management services and assistance to the Association.
2. **Services to be provided.** The role of the Management Firm is to implement the decisions and the policies established by the Board of Directors of the Association. The Board of Directors of the Association has a fiduciary responsibility for the administration of programs, and services, and maintenance of the common areas as established in the governing documents as clarified by resolution of the corporation. During the term of this Agreement, the Management Firm shall serve the Association and perform Association Management services in connection with the Association's business as detailed in the Management Proposal Exhibit "A" hereto and made part of this Agreement.
3. **Payments to Management Firm.** The Association agrees to pay Management Firm for services at the following rate: an annual management fee of \$ **22,636.80** payable monthly at a rate of **\$1,886.40**, plus any optional services agreed upon as outlined on page eight (8) of Exhibit "A". Fees are due on or before the first each month. The Association shall be responsible to reimburse Management Firm monthly for processing fees/costs related to all postage/mail service, administrative/office supplies and other costs used on behalf of the Association as outlined in Exhibit "B."
4. **Term of Agreement.** The term of this agreement shall be for two years commencing on July 1, 2016 through June 30, 2018 unless terminated earlier according to the procedures provided in Paragraph five (5) below. At the end of its Initial Term, this Agreement shall automatically renew each year thereafter, and may be reviewed annually during the budget process, and fees may be adjusted upon mutual written agreement of both parties to be effective January 1st of any given year after the initial term.
5. **Termination of this Agreement.** This agreement may be terminated by either party with or without cause by written thirty (30) day notice to the other party. All such notices shall be by certified mail, Federal Express, or delivered personally. Upon termination, obligations hereunder shall cease except liabilities or claims which accrued or arose prior to such termination.
6. **Termination Procedure.** In the event of termination by either party Management Firm shall fully cooperate with the Association Board of Directors and any new management company assigned or employed by the Association Board of Directors in causing an orderly transition, and shall turn over all funds, general records, financial records, and property of the Association to the new manager, if any, at the direction of the Board.

7. **Entire Agreement.** This Agreement expresses the entire agreement between the Association and the management firm and as stated in the management proposal regarding this matter. This Agreement can only be modified with another written agreement signed by both the Association and the Management Firm. This Agreement shall be binding upon the Association and the Management Firm, and their respective heirs, legal representatives and successors in interest.

8. **Association Insurance.** The Association shall maintain in full force and name the Management Firm on the Association's Directors and Officers Policy, General Liabilities Policy, and Fidelity Bond Coverage. The Association shall in such amount as deemed necessary to comply with the insurance requirements of Florida Law on a primary basis to the Association covering acts of the Association (and its officers, directors, agents and employees) and the Management Firm (and its officers and employees).

9. **The Association agrees** to indemnify, defend and hold harmless the Management Firm, and its officers, and employees, from all claims brought or actions filed, liability, loss, damage cost or expense not caused by the Management Firm's own negligence or willful misconduct including without limitation, reasonable attorney's fees and expenses arising from or relating to the functions for which the Management Firm has been hired. The Association's duty to defend the Management Firm shall extend to all liability, loss, damage, cost or expense arising from any action taking place during the term of this agreement regardless of whether or not the Management Firm is employed by the Association at the time action is brought. The Association's duty to indemnify the Management Firm shall be binding on all successors and assigns of the Association. The Association further agrees that the Management Firm shall not be liable, responsible or accountable for damage to the Association for acts performed in good faith, and without negligence. Nothing contained herein shall require the Management Firm to employ counsel to represent the Association in any such proceeding or suit.

10. **Management Firm Agrees** to mutually indemnify defend and hold harmless the Association and its members, officers, directors, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from breach of this Agreement by Management Firm. Such indemnification shall include liability asserted against the Association as a result of being alleged to be or determined to be a "joint employer" with Management Firm under the laws of the State of Florida and/or Federal Labor Laws.

11. **Management Firm Insurance.** Management Firm shall provide at its own expense Workers Compensation Insurance in compliance with Florida and Federal Law, and General Liability Insurance with minimum limits of \$1,000,000/\$2,000,000: Auto Liability Insurance with minimum limits of \$1,000,000, Fidelity Bonding, crime coverage, fraud, theft or embezzlement or similar coverage which shall provide protection to the Association on a primary basis, for any exposure of the Association for theft or defalcation by an agent or employee of Management Firm or computer fraud or theft involving Management Firm's computer and data systems.

12. **Indemnification.** The Management Firm agrees to indemnify, defend and hold harmless the Association and its members, officers, directors, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from breach of this

Agreement by Management Firm, its employees or agents or based upon acts exceeding Management Firm's authority hereunder, or any fraudulent, willful, dishonest, malicious, criminal or negligent act or omission of the Management Firm, its employees or agents, or anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable. In any and all claims against the Association or any of its members, agents or employees by any agent or employee of the Management Firm, or anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification, defense and hold harmless obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Management Firm under Workers' or Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

**13. Legal.** No service herein anticipated or provided shall be deemed nor intended to be legal advice. No part of any fee paid by the Association to the Management Firm shall in any way be considered compensation for legal services. This does not preclude the Association from appointing Management as representative of the Association in legal proceedings, including, but not limited, to arbitration, mediation, small claims actions or expert witness testimony for which the Association may compensate Management. Neither the Management Firm nor any of its employees are attorneys and no advice, or suggestions offered, by way of anecdotal or personal experience in any situation is meant to substitute for advice or opinion from Association's legal counsel.

**14. Attorney-Client Privilege.** During the term of this Agreement the Association may obtain legal services from its counsel and may involve the Management Firm through its executive employees, on site managers, assigned portfolio managers, and other employees or agents of the Management Firm, including but not limited to maintenance personnel, service personnel and administrative personnel, and request or require such persons to make, receive, review, forward or comment upon communications related to the rendition of legal services. Such services are rendered and communications made for the sole benefit of the Association. Unless a resolution or motion adopted by the Board or notice from the Board President provides otherwise, the Management Firm, including its executive employees, on site managers, assigned portfolio managers and other personnel as are appropriate under the circumstances are authorized to communicate with and receive privileged communications from the Association's counsel or other persons as to whom privileges pertain, on behalf of the Association, and shall as requested by the Association assist in the gathering and transmission of information requested by counsel or other persons as to whom privileges pertain, and assisting the Board, to the extent desired by the Board, in making strategic decisions and recommendations pertaining to legal matters. All such communications and services are intended to be protected by the attorney-client privilege and/or other privilege recognized by law and/or the work product privilege, as applicable, and shall not be made known to or in any way disclosed to any person who is not on the Association's Board of Directors (or the designee of such Board) including without limitation: any other client or customer of the Management Firm; any independent contractor, vendor, or agent of the Association or Management Firm; any employee or agent of the Management Firm who is not directly involved in assisting the Association with legal affairs generally or the specific legal matter at issue; or any other third party, including but not limited to employees of the Association and unit or parcel owners who are members of the Association as to whom such communication has not been specifically authorized. Legal communications and other privileged records or documents shall be kept in a secure (locked) drawer if in paper format and in a password protected, secure separate computer file if stored electronically. Upon expiration or termination of this Agreement, all legal communications and other privileged records or documents in paper form will be returned to the Association's legal counsel and all computer files will be permanently deleted within five (5) working days of notice of said termination and confirmed in writing to the Association. This provision shall survive termination or expiration of the Agreement.

**15. 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 one thousand (\$1,000.00) unless specifically authorized in writing by the Board of Directors; provided, however, that emergency repairs involving manifest 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 Firm irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency management, it is understood and agreed that the Management Firm will, if reasonably possible, obtain prior written approval from the Board of Directors regarding every such expenditure.

16. **Governing Law.** This agreement shall be interpreted according to the laws of the State of Florida.

17. **Independent Contractors.** Both the Management Firm and the Association agree that the relationship created by this agreement is that of independent contractor and not that of employee or employer. The Management Firm is responsible for the payment of any taxes, including without limitation, all Federal, State, and local personal and business income taxes, sales tax, and use tax, other business taxes and license fees arising out of the activities of the Management Firm.

18. **Promotional Information.** The Association agrees that Management Firm may identify the Association as a client for purposes of its promotional presentations, brochures, website, and advertising.

19. **Applicable Law, Attorney's Fees and Venue.** This Management Agreement shall be construed under the laws of the State of Florida. In the event there is a suit brought hereon, such suit shall be filed in the Court of Lee County, Florida; the prevailing party in such action shall be entitled to attorneys' fees.

IN WITNESS WHEREOF, the parties have caused the Management Agreement to be executed this 10 day of Sept, 2016.

**For the Association**

Ross Miller  
Signature

Ross Miller  
Print

President                      9/12/16  
Title                                      Date

Jesus Hernandez  
Witness

Jesus Hernandez  
Print

**For the Management Firm**

Millie K. Strohm  
Signature

Millie K. Strohm

Print

President & CEO

Print

Title

9-12-16  
Date

Jonathan Rusa  
Witness

Jonathan Rusa

Print



## **Exhibit A Management Services**

### **Article I** **Administrative Service**

1. Management Firm shall implement, guide and assist the Board of Directors of the Association in the performance of their obligations following the requirements of Florida Statutes, other applicable laws, and the Association Governing Documents. The Board of Directors of the Association hereby appoints the Management Firm as the Agent, and Management Firm hereby accepts appointment, on the terms and conditions hereinafter provided, as managerial agent of the Association. The Association shall benefit from the services of the assigned licensed Manager (CAM), and the Alliant Team providing support to the Board of Directors of the Association. Management Firm is not required to engage in any act or omission contrary to this agreement which is either illegal or, at the discretion of the Management Firm, is clearly against the best interests of the Association.
2. Management Firm shall implement the policies of the Association concerning the Governing Documents, Covenants, Rules and Regulations, By-Laws and Resolution of the Corporation.
3. Management Firm shall maintain, update, and keep all necessary official records of the Association, and provide inspection of the records as required by law. All such printed records shall be the property of the Association.
4. Management Firm, its employees and agents, shall be deemed to be independent contractors and not employees of the Association. Management Firm shall provide representation as registered agent for the Association on behalf of the Board of Directors.
5. Management Firm shall assist and guide the Board of Directors in the evaluation, purchasing and/or renewal of all insurance coverage required by law, Condominium Documents or industry standards.
6. Management Firm shall maintain on a continuous basis current and updated register of Owners, Officers and Directors to include name, address, telephone number and email address, and such other records as may be required by the Association Documents and Florida Statutes.
7. Management Firm shall process and mail the annual budget with assessment including Budget, 1<sup>st</sup> & 2<sup>nd</sup> Notice of Annual Meeting, and process all necessary correspondence for such mailings. Processing of additional statutory mailings shall be subject to additional costs.
8. Management Firm shall assist in resolving individual owner requests as they pertain to the administration of the Association, its Common Elements, its Limited Common Elements, its Common Property, and Governing Rules and Regulations.
9. Management Firm shall have representative present at meetings of the Board up to 12 meetings per year, to include one annual meeting of the owners, budget workshop, and budget meeting. Board meeting attendance shall be limited to no more than 2 hours during business days Monday through Thursday starting no later than 7:00 p.m. Friday meeting attendance not to start later than 3 p.m. No meeting attendance at weekend meetings or Holiday meetings including Black Friday, the day after Thanksgiving. Meetings lasting more than 2 hours may be subject to additional fees.
10. Management Firm shall organize the annual meeting of the owners, and meetings of the Board of Directors, including the preparation and posting of notices, agendas and other necessary documents.
11. Management Firm shall respond to violations of the Condominium Governing Documents of the Association when submitted by owners in writing to the attention of the Board Directors, and upon Management Firm inspection of the community. Management Firm shall send the appropriate response letter to the violating owner.
12. Minutes of the Board of Directors meetings, Budget meetings, and Owners Annual meetings shall be taken by Management Firm, transcribed, and distributed to the Board within twelve (12) business days of the meeting. Annual meeting minutes within 30 days.
13. Management Firm shall be available to the Board Directors on a daily basis to provide assistance and respond to the affairs of the Association. Daily is generally meant to mean Monday through Friday, 9:00 a.m. to 4:30 p.m.

Management Firm will be available at all times for emergency situations. Board Directors shall have direct access via cell phone or email to the assigned licensed manager (CAM).

14. Management Firm shall provide an after-business hours telephone number for emergency purposes so all owners may have access to Management Firm for emergency purposes. Management Firm will be available 24 hours a day, 7 days a week, including weekends and holidays.
15. Management Firm shall not be required to perform any act or duty involving the expenditure of money unless Management Firm shall have in its possession sufficient funds of the project available.
16. Management Firm/Alliant recognizes the following legal holidays as “non-work days” for its employees: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Black Friday (day after Thanksgiving) & Christmas Day. The Alliant offices will be closed on these days.

## Article II Financial Services

1. Annual Budget: Management Firm shall provide experienced accounting staff to prepare a recommended proposed budget for each ensuing year, and facilitate the meeting to approve said budget. Management Firm shall provide guidance to the Board Directors regarding all budget decisions.
2. Assessment Fees: Management Firm shall collect and account for all monthly/quarterly Maintenance Assessment Fees as prescribed by the Association, and other charges such as late fees due by owners.
3. Operating Bank Account: Deposits for the Association’s operating account (checking) shall be processed at BB&T Bank, a federally insured banking institution in the State of Florida, using this Bank’s Lockbox method of payment via coupon, and/or automatic deposit (ACH).
4. Banking-General: Management Firm shall maintain all other Association bank accounts including savings, reserve accounts, Certificates of Deposit (CDs), and other income accounts of the Association with a federally operated and insured Florida institution chosen by the Board Directors. All bank accounts to be in the name of the Association.
5. Banking Authorization: Two officers of the Management Firm who will serve as agents for the Association shall be authorized signers on bank accounts for the Association in addition to the Board Directors, who may be the President and Treasurer, and any additional Board Directors up to a total of four (4). No payment shall be released from the Association’s accounts without Board knowledge or approval.
6. Delinquent Accounts: If applicable, Management Firm shall mail a system generated first and second notice of delinquency to any owner in arrears and take such reasonable action for the collection of the delinquent assessments as administrative action in accordance with the governing documents and adopted policies and procedures.
7. Foreclosures/Liens: By authorization of the Board of Directors, when applicable, Management Firm shall produce, coordinate and send the “Notice of Lien” letter for severely delinquent accounts for use in attorney collections process. Each notice will be mailed to the delinquent homeowner via US Mail, & Certified Return Receipt. Such letter shall be prepared and processed at additional administrative cost and charged to the delinquent homeowner’s account for repayment to the Association.
8. Disbursement Authorization: Management Firm shall disburse all funds from the maintenance assessment fees collected for normal recurring expenditures as provided in the budget. Expenditures not budgeted shall be made only with the prior approval of the Board Directors. The Bills Payable Report or Check Register shall be emailed to the treasurer for review and approval. The treasurer or authorized bank account signer, may choose to approve payment via email and Management Firm will process and mail authorized payments, or the Board member may personally come to the Alliant office to review and sign checks. The exception of pre-budgeted utility expenses such as cable, electric, telephone, and trash collection shall automatically be paid to avoid late fees or shut-off. Disbursements are processed on a weekly basis in the Alliant accounting department.
9. Foreclosures/Liens: If applicable, and with Board approval, Management Firm shall forward severely delinquent owner accounts to the Association’s Attorney for Lien or Foreclosure process.

10. Payroll Disbursement: Management Firm shall coordinate the disbursement of payroll for association employees, if and when applicable. Payroll is based on a 26 week cycle with funds debited from the Association's operating account directly to the payroll leasing company.
11. Financial Statement: Management Firm shall prepare and furnish to each Director a copy of the Monthly Financial report prepared on an Accrual Basis. The Board of Directors, as a group, may choose to receive this report as one of two options: via US Mail to each Board Member, or emailed to all Board Members. The monthly report shall include the following: Balance Sheet, Operating Income and Expense report reflecting Actuals versus Budget - monthly and year-to-date, Reserve Statement, Check Disbursement report, and Delinquencies in maintenance fund collections report. The monthly financial report will be distributed each month to the Board of Directors on or before the 25th day of the month in order that we have reasonable time to receive and reconcile all monthly bank statements of the Association, and that all expenses are captured and included in the report.
12. Treasurer's Report: Management Firm shall provide a General Ledger report each month to the Treasurer or other person(s) authorized by the Board of Directors. All accounting is handled in-house by a staff of experienced accountants and bookkeepers.
13. Fees/Licenses/Permits/Filings: Management Firm shall file the Annual State Corporation report, and disburse payment of all required fees, permits, and licenses of the Association.
14. Tax Returns: Management Firm shall coordinate and assist the Association's Certified Public Accountant (CPA) in preparing all required tax returns for the Association.
15. Audits: Management Firm shall coordinate and cooperate with the Association's CPA regarding financial audits or other appropriate financial statements.
16. Set-Up Fee: Not Applicable – Renewal Agreement

**Article III**  
**Special Projects**

1. Management Firm services, coordination, and/or overseeing of Special Projects, and/or Hurricane Special Projects/Repairs which are not routine projects, and are not within the scope of regular maintenance of the Association, and in excess of \$20,000 shall not be included in the management fee, and are subject to additional hourly fees. Management Firm shall provide a proposal upon request for any such project(s).

**Article IV**  
**On Site Personnel/Physical Maintenance/Site Evaluation**

1. On-Site Personnel (Association Employee): When the Association has a need for an employee to work on the property, Management Firm shall supervise, and monitor the direct performance of all on-site employees employed on behalf of the Association necessary to properly maintain the Association's Property identified as Common Areas in the Declaration of Covenants, Conditions, and Easements recorded in the official record books. The assigned licensed Manager's responsibility shall include supervision, and the hiring and firing of all such personnel with Board approval.
2. Personnel Wages/Payroll (Association Employee): When applicable, salaries/wages, tax burden, benefits, worker's compensation insurance, administrative costs, health insurance benefits, and other expenses payable on account of such employees of the Association are not included in the management fee, and shall be the responsibility of the Association. All employee time sheets and payroll checks shall be processed bi-weekly and billed separately to the association by an outside professional employment organization (PEO). Payment shall be made directly from the Association's operating bank account.
3. Employee(s) Administrative Fee (Association Employee): Management Firm shall maintain, and manage Association's employees to include all administrative processing such as payroll processing, health benefits compliance and processing, time and attendance tracking, and employee relations. Such services are subject to an additional fee.

4. Equipment/Tools: All equipment and/or tools to perform duties of the Association's employees shall be provided and owned by the Association. The Association shall be responsible for all costs related to such equipment and/or tools.
5. Work Order Requests: Management Firm shall coordinate protection, and initiate work orders for repairs, replacement and maintenance to/of the Association Property as provided by Statute and defined in the Association's Governing Documents.
6. Emergency Repairs: Management Firm shall notify/contact an Association Board Director to discuss emergency repairs. All such purchases shall be made in the name of the Association and subject to the consent of a Board Director.
7. Maintenance Projects: Management Firm shall develop specifications, negotiate, acquire bids and execute contracts for routine maintenance projects on behalf of the Association, for such services the Board of Directors may deem necessary. All requests of contractors shall be channeled through the manager for evaluation and presented to the board for approval.
8. Site Inspection/Visitation: Management Firm shall perform a site inspection of the community on a weekly basis to oversee the condition and maintenance of the common areas and equipment.
9. Vendors: Management Firm shall ensure that all contractors and/or vendors shall be properly licensed and insured prior to contracting services and payments. Management firm shall ensure that vendors and contractors are meeting the terms and conditions of their service agreements.
10. Management Duties: It shall be the duty of the Management Firm at all times during the term of this Agreement to operate and maintain Condominium property according to the appropriate standards consistent with the Association's budget, and confined to the common elements and limited to the common elements of the Association's property as defined in the Association's Governing Documents together with all amendments thereto. The Management Firm shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement. It is understood and agreed by all parties that the Board will not unreasonably interfere with the Manager's performance of responsibilities by dealing directly with those persons or organizations performing services under the supervision of Management Firm.



**Article V Management  
Compensation**

1. The Management Services contained in this proposal shall be provided to the Association for a monthly fee, and shall be billed monthly, due on the first day of each month, with optional service fees scheduled on or about the 15<sup>th</sup> business day of the month. The management fee and optional service fees in this proposal/agreement shall be guaranteed through June 30, 2018.
2. The Executed Management Agreement shall authorize Management Firm to Debit (ACH) the Association's operating checking account for all management fees as specified in the contract, and as approved in the Association's budget. The authorization for this method of payment shall remain in effect for the duration of the Management Agreement.

Management Services Administration, Finance and Operations	Units	Per Unit/ Per Month	Setup Fee	Monthly Fee	Annual Total	Initial for Acceptance																		
JUL 2016- JUN 2017	144	13.10	n/a	1,886.40	22,636.80	_____																		
JUL 2017- JUN 2018	144	13.10	n/a	1,886.40	22,636.80	_____																		
						_____																		
Optional Services			Setup Fee	Monthly Fee	Annual Total																			
<b>Onsite Personnel</b>																								
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Type	Hours	Frequency																						
<b>Website Administration</b> Including IT setup, Design, Maintenance, Training. (Hosting fee charged by AtHomeNet, not included and billed separately)						_____																		
<b>Technology Package</b> Tops and Docuware management including license usage, service, software updates and training. Board members have viewing access to accounting software						_____																		

**Special Assessments:** Management Firm shall implement, collect and process Special Assessments adopted by the Board and levied against unit owners. This service is not included in the monthly management fee, and shall be billed separately at \$2.50 per door/unit, per assessment, per occurrence.

**Administrative Costs:** The Association shall be responsible to reimburse Management Firm for all administrative/office supplies, postage and items requested by the Board of Directors and used on behalf of the Association as outlined on page 9 Exhibit "B" of this service proposal & agreement. Management Firm shall provide a monthly invoice to the Association for such services.

**Notice of Lien:** A fee of \$65.00 shall be charged for each Notice of Lien prepared on behalf of the Association to each severely delinquent owner as outlined in Article II, page 5, paragraph 7.

**Exhibit B**  
**Office Expenses and Administration**

Checks- AP	\$0.25
Copies	\$0.18
Copies-Color	\$0.30
Envelopes (Size #10 or smaller)	\$0.18
Envelopes (Large 9x12)	\$0.22
File Folders	\$0.25
Labels	\$0.05
Letterhead Paper	\$0.22
Record/ Document Storage	\$2.75 per box, per month
Boxes for Storage (Empty Banker Box)	\$3.00 each
Service Fee- Cost of local, long distance, mobile calls, faxes, scanning, Tops imail	\$15.00

The following items and services are provided at cost & billed accordingly:

- ❖ Conference calling service
- ❖ Coupon booklets from BB&T Bank
- ❖ Fed Ex / UPS / Priority Mail / All Postage
- ❖ Southdata Fulfillment Mail Services

Upon request, when necessary, material/supplies purchased by Alliant and delivered to the community on behalf of the Association shall be cost plus 18% service charge.

The prices above may be subject to change.