



SALISHAN HILLS OWNERS ASSOCIATION

P.O. Box 177 Gleneden Beach, Oregon 97388

PROPERTY MANAGER AGREEMENT

This Independent Contractor Agreement (this “Agreement”) is made as of 1st day of January 2022, (the “Effective Date”) by and between Salishan Hills Owners Association located at P O Box 177, Gleneden Beach, OR 97388 (“Client”) and Teresa L. Baron located at P O Box 722, Gleneden Beach, OR 97388 (“Independent Contractor”). Client and Independent Contractor may each be referred to in this agreement as a “Party” and collectively as the “Parties.”

- 1. Services.** Independent Contractor shall provide to Client the Management services as described in Exhibit A attached to this Agreement (the “Service”). In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.
- 2. Compensation.** In consideration for Independent Contractor’s performance of the services, Client shall pay Independent Contractor \$35,145.00 USD per year. Independent Contractor will be paid on the 28th of every month. Annual cost of living increase (following the inflationary index as outlined for maintenance fees in Client’s CC&R’s) will be provided. Insurance and bond will be paid by the client.
- 3. Expenses.** Except as otherwise specified in this Agreement, Client shall reimburse Independent Contractor for all pre-approved, reasonable, and necessary costs and expenses incurred in connection with the performance of the Services.
- 4. Terms and Termination.** Independent Contractor’s engagement with Client under this Agreement shall commence on January 1, 2022. Independent Contractor acknowledges and agrees that the engagement with client is at will, subject to being terminated at the discretion of Client at any time, upon ninety (90) days prior written notice to Independent Contractor. In addition, this Agreement may be terminated by Independent Contractor upon ninety (90) days written notice to Client. At the time of the termination, Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

5. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an Independent Contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client and shall not represent that it possesses any such authority, Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans. Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Service under this Agreement.

6. Confidentiality.

a. Confidentiality and Propriety Information. In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including but not limited to information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions know-how, trade secrets, customer lists, customer relationships, customer profiles, supplies lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.

b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any matter, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.

c. Rights in Confidential Information. All Confidential Information disclosed to Independent Contractor by Client (i) is and shall remain the sole and exclusive property of Client and (ii) is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership, or other interest in or title to the Confidential Information to Independent Contractor.

d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.

7. Ownership of Work Product. The Parties agree that all work product, information, or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the “Work Product”) are the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a “work made for hire” within the definition of Section 101 of the Copyright Act of 1976, as amended, (the “Copyright Act”) and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a “work made for hire” under the Copyright Act, then Independent Contractor hereby assigns to Client all of the Independent Contractor’s rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

8. Insurance. For the term of this Agreement, Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor’s employees or agents, if any, in connection with the performance of the Services under this Agreement.

9. Mutual Representations and Warranties. Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

10. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state, and local laws, rules, and regulations and that it will perform the Services according to the Client’s guidelines and specifications and with the standard of care prevailing in the industry.

11. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Oregon, without regarding its conflicts of law provisions.

12. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through medication, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14. **Assignment.** The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred, or sold without the prior written consent of Client.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the Parties.

16. **Amendments.** No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both Parties.

17. **Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service, or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

18. **Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent of other breach or violation.

19. **Further Assurances.** At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to affect the terms of the Agreement.

20. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above and written below.

Original signed by Terri Parker

Client Signature

Salishan Hills Owners Association 1/28/2022
Client's Name

Original signed by Teresa Baron

Independent Contractor Signature

Teresa L. Baron 1/28/2022
Independent Contractor Full Name

EXHIBIT "A"

SHOA PROPERTY MANAGER DUTIES

The position of the SHOA Property Manager is a part-time (110 hours per month, property manager 25 hours/week, bookkeeping 10 hours/month) bonded, contracted position that reports directly to a designated member of the SHOA board of directors.

Duties and responsibilities:

1. Manage and oversee the upkeep, repair, operation and maintenance of all physical facilities and common areas of Salishan Hills. Supply and maintain the Pet Waste Stations.
2. Schedule periodic inspections of all roads and infrastructure.
3. Annually review all unit owner properties for compliance to landscaping guidelines. Written communication to unit owners who are in violation. Letters outlining items of non-compliance and a follow up communication when violations have been corrected.
4. Firewise recertification annually.
5. Be available on a timely basis for assistance to SHOA members during normal business hours, available on weekends for emergencies or by appointment only.
6. Oversee and coordinate with landscapers and contractors that work for SHOA. Be responsible for handling managerial position-related inquires, complaints and communication from SHOA unit owners and outside contractors. Coordinate the subsequent actions and responses with the SHOA Board and appropriate parties in a timely manner and in compliance with SHOA's CC&R's.
7. Provide written summary of managerial activities at SHOA Board meeting and SHOA annual meeting. This report will include repair and maintenance summaries, project status and potential problems and/or needs.
8. Work and coordinate with SHOA Design and Landscape Committees, unit owners and contractors regarding all construction, landscaping, and other approved and related activities. Property Manager is the first point of contact by unit owners for all initial requests.
9. Ex-officio member of all SHOA committees. Attend all meetings and be a source of knowledge for all committees.
10. Be responsible for the two privacy entry gates, tiger teeth and access software. Keep the directory and access codes current. Program and issue gate remotes. Coordinate annual service and maintenance. Do minor repairs on gate arms. Document and report any infractions regarding gates and make part of Manager's SHOA Board report.

11. Maintain a hard copy of the Salishan Hills Plan, Declarations, Bylaws, Maps, Plats, Rules and Regulations. Environmental policies, Design and Landscape committee rules and other related documents.

12. Responsible for obtaining a minimum of three written bids from contractors for work exceeding \$5,000.00. These bids should contain labor and material cost. Responsible for obtaining proper documentation including, but not limited to current license, insurance, and bonding. Exceptions are designated contractors approved by the Board. The property manager will oversee and manage each project and project budget. The manager should be prepared to report a potential budget overrun, delays and or complications that may arise, and a plan to address the issues. Project budgets need to be transparent. Coordinate with any designated special project manager appointed by the SHOA board.

13. Collect mail from Post Office at least twice per week. And distribute mail to the appropriate individuals as needed. Review all invoices.

14. Write checks to pay expenses within the guidelines delegated by the Board of Directors. Checks require two signatures. Second signature must be from the Board president or treasurer.

15. Record all transactions (receipts and payments) and send a report of transactions to SHOA's CPA and Board treasurer. Coordinate with the Board treasurer in preparation of monthly financial statements and distribution to Board members.

16. Review and send out SHOA annual due invoices to members. Maintain and update current roster of owners contact information. Collect all dues and make deposits to approved banking institution. Prepare and send delinquent dues or assessment letters to owners, contact unit owners with outstanding accounts. Reconcile all bank and investment accounts of SHOA.

17. Be the contact with the CPA Firm for preparation of the tax returns and filings. Prepare IRS form 1099 for all independent contractors required by IRS or Oregon State Revenue Departments.

18. Work with Board secretary in the preparation of the annual meeting information and packet. Provide HOA information to Realtors/Banks/Title Companies as requested. Arrange board and annual meeting space and send notices for both Board and unit owners. Co-ordinate with the Board secretary in the preparation and distribution of material for those meetings. This may include agendas, ballots, proxies, board meeting minutes, financial reports, and any other documents pertinent to the meeting. Post meeting notices at entry gates.