



Totem Pole Park
Condominium Unit Owners Association

Management Company
Contract Revision 2.0
HIGHLIGHTED

This Management Contract made as of the 14th day of October 2023, by and between TOTEM POLE PARK CONDOMINIUM UNIT OWNERS ASSOCIATION (hereinafter called the “Association”), and Autumn River Management Services LLC (hereinafter called the “Management Company”). Contract shall commence on November 1, 2023 @ 12 AM.

PREAMBLE

The Association is the organization of Unit Owners of Totem Pole Park, a Condominium Campground (hereinafter called the “Park”), created under the New Hampshire Condominium Act 356-B, which consists of certain Condominium Units, Campsites, Commercial Sites, Apartments, and Common Areas located on Ossipee Lake, Freedom, Carroll County, State of New Hampshire, as defined in the Declaration of Condominium dated May 13, 2006, recorded in Book 2532, page 0224 of the Carroll County Registry of Deeds, as amended.

The Association is authorized by the New Hampshire Condominium Act, NH RSA 356-B and Article 3-102(g) of the Articles of Agreement and Article 4-106 of the By-Laws to enter into a Management Contract and to delegate to the Management Company certain powers granted to the Association by the Declaration and the Condominium Act in order to permit and facilitate the management and regulation of the Condominium. The Association has resolved that it is necessary and appropriate to contract with a Management Company and to delegate certain management duties to the same.

NOW, THEREFORE, in consideration of the above and the mutual promises and covenants set forth below, it is agreed as follows:

ARTICLE I

Definitions

Per RSA 356-B, “Condominium Instruments” is a collective term referring to the Declaration, By-laws, site plans, and floor plans, as well as any exhibit, schedule or certification accompanying them when recorded simultaneously. NOTE: For the purposes of this Contract, the term also references the Association’s current Use Regulations, Internal Control Policy, and Operations Manual, Appendix A (hereinafter called the “Manual”).

“Management Company” shall mean the Autumn River Management Services LLC and its principals, officers, directors, employees, agents, and subcontractors.

The definitions of certain terms set forth in the Declaration and RSA 356 B shall also apply to this Management Contract as well.

ARTICLE II

Appointment

The Association does hereby contract with Autumn River Management Services LLC as the Management Company of the Park to supervise and direct the management and operation of

the Park in accordance with this Contract. The Contract shall commence on November 1, 2023 @ 12 AM, and will terminate as of October 31, 2028 at 11:59 PM. unless sooner terminated pursuant to Article VII hereof.

The Management Company must comply with, and enforce, all rules, regulations, and requirements as set forth in the Condominium Instruments. NOTE: In the case of conflicting statements between Association Instruments, the Association's Board of Directors (hereinafter called the "BOD"), will make the final determination.

ARTICLE III

Authority

1. Operation of Campground: In order to facilitate efficient operation, the Management Company will assure there is sufficient manpower to perform all necessary tasks.
 - A. The Management Company must comply with and enforce all rules, regulations, and requirements as set forth in the Condominium Instruments.
 - B. The Management Company shall be reimbursed for any additional costs resulting from the administration and enforcement of Condominium Instruments adopted after the effective date of this contract. The Management Company must substantiate all such additional costs to the satisfaction of the BOD.
2. Entering into contracts on behalf of the Association.

The Management Company may only enter into contracts on behalf of the Association upon approval and authorization from the BOD.
3. Use and management of buildings and equipment on Park premises.
 - A. The Association authorizes the Management Company to have use of:
 - (1) The Management Company's residence and office, together with the surrounding land. The Management Company shall keep the residence free of clutter, debris etc. and maintain the property in accordance with Use Reg #6. The BOD has the right to periodically inspect the Management Company's residence in accordance with the Manual to ensure that it is being properly maintained. The Management Company shall be responsible for all utilities in the Management Company's residence. Refer to the Manual for further details.
 - (2) The Maintenance Building and accompanying equipment.
 - (3) The Beach Hut (Activities Building) as shown on the Site Plan for Totem Pole Park, revised through September 13, 1988.
 - (4) The Registration Office (Front Office of the Registration Building)
 - (5) The Management Company must manage and be responsible for the maintenance of all common utility systems, such as water, sewerage, electrical, and associated equipment. (6) The two staff lots within the maintenance area have been designated for use by the Management Company, its agents and employees, during the term of this Contract by mutual agreement between the Management Company and the BOD from April 1 to November 15. During the period from November 16 to March 31, temporary overnight occupancy is permitted for employees when visiting and to assist in maintenance or plowing as required. NOTE: These lots must also be maintained in accordance with Use Reg #6.
 - B. The Management Company must maintain a schedule of activities and uses of the

common facilities and common areas, such as the Community Building. Any special uses of the common facilities and extra services for the benefit of individuals or groups of Unit Owners shall be scheduled in accordance with our Condominium Instruments.

ARTICLE IV

Maintenance and Repair of Grounds

1. The Management Company must provide services reasonably necessary to provide care and upkeep of the Park, using the Manual as a minimum requirement, including but not limited to the following.
 - A. Except for unscheduled uses as provided in Article III, Section 3B, the Management Company shall maintain the common areas of the Park, including the matters and areas identified in subparagraphs (1) – (7), below, as set forth in the Condominium Instruments. The Association shall pay for consumable items, such as, but not necessarily limited to, toilet paper, light bulbs, garbage bags, sanitizer/soap, paint, and fertilizer. Tools with which to do the routine jobs related to maintenance and repair shall be the responsibility of the Management Company, but the Management Company shall not be responsible for providing heavy or specialized equipment to do special or nonroutine jobs which do not fall under day-to-day routine operational maintenance.
 - (1) Interior and exterior cleaning and routine maintenance of community structures such as the Community Building, restroom facilities, restrooms at the Store/Snack Bar building, Arcade, Laundromat, Store, Snack Bar, and the two Apartments and all recreation facilities. The cleaning of the Store, Snack Bar, and apartments within the Store/Snack Bar building may be excluded at the discretion of the BOD should any of these facilities be leased by an outside agency, at which time an adjustment in the contract price may be negotiated. Also included is painting and repair of the Association common property including but not limited to buildings, fences, picnic tables, canopies, mini golf, basketball court, horseshoe pits and shuffleboard court. Routine maintenance of the grounds includes routine road maintenance (cold patch, gravel, grading of road edges only, the beach grading and light parking lot grading), normal grounds care for areas other than Unit Owner Sites (grass, trees, shrubs, etc.), parking areas and all ways within the Park. Routine maintenance does not include structural repairs or foundation work, roof repairs or roof replacement.
 - (2) Ordinary household refuse collection and removal from designated areas excluding yard waste, construction materials, appliances or any other non-ordinary household refuse. The Management Company's additional expenses attributable to non-ordinary refuse shall be reimbursed by the Association, at a cost of \$50.00 per dump run, plus any disposal charges required by the town, provided, nevertheless, that such reimbursement shall be subject to one or more BOD members viewing the non-ordinary refuse in question and approving the reimbursement.
 - (3) Routine maintenance of utilities (except facilities owned by the utility company and the electrical entrance and circuit breaker boxes serving individual Unit Owner Sites), including exterior lighting, and routine maintenance of the water and sewerage systems in compliance with applicable regulatory authorities and the Town of Freedom

- (4) The maintenance, repair or replacement of odor control equipment or devices.
 - (5) The maintenance, repair or replacement of any components of the water or sewerage systems, excluding the maintenance, repair and pumping of the cement septic tanks and the maintenance, repair and pumping of the cement septic pump chambers. These services will be subcontracted.
 - (6) All work must be agreed upon by the BOD and Management Company. (7) The Management Company shall oversee the general maintenance and repair of the campground by either performing routine maintenance, or securing bids for contractors for non-routine maintenance, repairs or improvements. The distinction between routine and non-routine maintenance, repair and improvement shall be determined by agreement between the BOD and the Management Company. At the BOD's request, the Management Company shall submit, at a minimum, 2 bids for non-routine maintenance, repair and/or improvements from contractors for the BOD's approval. The Management Company shall oversee said contracted non-routine maintenance, repair and/or improvement to its completion and advise the BOD of such satisfactory completion. The BOD will maintain an oversight role for these functions. The Management Company is responsible for the ordering of all maintenance supplies to include, paint, water parts, consumables (toilet paper, soap etc.), Registration Office supplies, sand, loam etc. The Association will reimburse the Management Company for these expenses. With advanced approval from the BOD President or BOD designee, all expenses incurred by the Management Company for specialized equipment rentals including large air compressor, large backhoe etc. will be reimbursed by the Association.
2. This Management Contract does not include maintenance of any improvements within a Unit Owner's site, or any cost of repairing the sewer and water system due to the negligence of a specific Unit Owner or guests or tenants of that Unit Owner.
 3. The Management Company is authorized to take all necessary steps to make emergency repairs and is not required to notify the BOD in advance if such notice is not practicable. Emergency repairs as defined in RSA 356-B:40c as amended in 2018 are those involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Park or for the safety of the members of the Association, or which may be necessary to prevent the suspension of any service necessary to the Park. The Management Company shall not be liable to the Association for its actions in dealing with an emergency in the absence of bad faith or gross malfeasance. The cost of all such emergency repairs shall be borne by the Association unless such repairs are manifestly the responsibility of the Management Company, as part of its normal maintenance responsibilities.
 4. The Management Company, at the Association's expense, shall be obligated to clean up or repair damage from acts of nature, such as flooding, windstorms, fires, rodent or insect infestations, subject to the prior review and approval of the BOD, such approval not to be unreasonably withheld. Such prior review and approval by the BOD shall not be required in emergency situations, when, in the judgment of the Management Company, any delay in obtaining BOD approval may increase the likelihood of personal injury or damage to property. The Management Company shall not be liable to the Association for its actions in dealing with such acts of nature in the absence of bad faith or gross malfeasance.
 5. Under no circumstances shall the Management Company be required to provide

maintenance for individual **Unit Owner sites** or the improvements within **such**, except as specifically provided in this Management Contract. Under normal circumstances, the Management Company and/or its employees shall only enter a **Unit Owner's site** in order to correct an emergency, such as repairing a broken utility, or to enforce the Use Regulations or By-Laws.

2. Management of Day-to-Day Business

- A. The Management Company or its designated representatives must **reside in the Manager's residence** provided by the Association at all times in order to oversee the day to day operations of the **Park**. **In the event that the Manager is away from the Park, there must be a qualified and authorized person on call. Refer to the Manual for details.**
- B. **The Management Company shall have an office in the Manager's residence, sufficient for the purpose of overseeing all Park operations.**
- C. The Management Company shall employ and pay such qualified personnel as the Management Company deems necessary, **in accordance with all state and federal employment laws**, to maintain and operate the **Park**. Such personnel must include, but shall not be limited to, **principals**, officers or agents of the Management Company. All employees must be able to speak, read, write and understand English. All **personnel must have successfully passed a CORI and SORI check** and must provide proof of being legal residents to the satisfaction of the **BOD**, as **well as comply with all state and federal laws.**
- D. The Management Company agrees that during the term of this Contract to appoint a **Manager for Totem Pole Park**, an individual with the necessary qualifications to perform the duties and obligations called for under this agreement and as outlined in the Manual. All necessary arrangements shall be made so that the Management Company, or at least one key employee or principal of the Management Company, shall return telephone calls within a reasonable time period according to the circumstances prompting the call. **The principals are Shannon Joubert and Daniel Mark Gardener.** There shall be no addition or substitution of principals nor shall the principals convey any interest in the Management Company without first obtaining the consent of the **BOD**.
- E. All personnel employed by the Management Company must at all times be employees of the Management Company. All costs of every kind arising out of the employer/employee relationships established thereby (including fringe benefits and the cost of compliance with governmental laws and regulations and insurance rules) shall be borne by the Management Company. Subject to the requirements of 2.C. above **and 2. J.c. below**, the Management Company shall have absolute discretion to hire, dismiss, promote, supervise, direct and train all of its employees, to determine their compensation and fringe benefits and, generally, to establish and maintain all policies relating to employment.
- F. The Management Company must prepare and maintain ownership records relating to

the Condominium Units and the Unit Owners. Such records shall be open to inspection by the BOD at reasonable times and upon reasonable notice, and must be turned over to the Association upon the termination of this Contract. Upon request by the BOD, an up-dated list of Unit Owners' names, addresses and telephone numbers (if available) shall be provided to the Association bookkeeping firm and BOD. The Management Company is responsible for updating Unit Owners' contact information and managing the One Call System. Such records must be kept confidential unless directed by the BOD to share this information.

- G. The Management Company and Unit Owners shall always maintain a businesslike relationship.
- H. The Management Company must submit regular updates to the BOD concerning the matters covered by this Contract and must attend such meetings of the BOD as the President or other officers of the Association requests. The principal, or at least one key employee of the Management Company, must attend all BOD Meetings and the Association's Annual Meeting.
- I. The Management Company must provide proper oversight to the storage area to ensure that all Bylaws and Use regulations are being enforced.
- J. The Management Company is responsible for the operation of the Store, Snack Bar, Arcade (Only Totem Pole Owned machines), and Laundromat opening/closing and cleaning (Machines are leased and are taken care of by CSC Servicework), this operation shall include:
 - a. Obtaining all licenses required for the operation of the Store and Snack Bar
 - b. Providing a Store Manager to run the Store and Snack Bar
 - c. In conjunction with the BOD or BOD designee, determining the hours of operation of the Store and Snack Bar no later than May 1 and thereafter as needed and, subsequently, the number of employees to staff the Store and Snack Bar. Management is responsible for hiring and training qualified personnel to staff the Store, Snack Bar, Arcade, and Laundromat.
 - d. Overseeing all subcontractors to ensure equipment will be operational in the Store, Snack Bar, Arcade, and Laundromat
 - e. Management operations will include:
 - 1. Securing vendors and controlling inventory
 - 2. Securing all necessary State of New Hampshire licensing
 - 3. Securing necessary equipment or repairs
 - 4. Hiring and training of staff
 - 5. Facilitating payroll operations and maintaining payroll records
 - 6. Setting up procedures and policies for store/snack bar operation
 - 7. Setting up procedures and policies for all aspects cash control
 - 8. Advertising, promotions, and promotional materials such as menus, flyers, bulletin boards, etc.
 - 9. Providing staff uniforms
 - g. Financial Management will include:
 - 1. Working with Association bookkeeping firm to facilitate timely payment to vendors/contractors, taxes, licensing, and forwarding of all receipts and deposits

- for the Association accounting and day to day management of operations.
2. All costs incurred by the Manager for equipment, inventory, licensing, taxes, supplies, repairs, payroll costs, utilities and all other costs related to the above stated store/snack bar operations will be reimbursed to the Manager by the Association.
 3. Handling all payroll costs to be reimbursed at the set payroll rate, which includes, payroll fees, social security, state and federal taxes, worker's compensation insurance and liability insurance. Payment and reimbursement of payroll costs will be made within two weeks of request for such. Audits of payroll timecards may be conducted by the BOD or designee upon request.
 4. Management Company will be reimbursed for Store and Snack Bar employees at current liability insurance and workman's compensation rates.
 5. Working with Debit One, and the BOD or designee, to maintain accurate financial records and expected operational costs, (comparable with the local area and audience.
 6. Prior to licensing each year, if the BOD signs with another contractor to manage the operations of the Store and Snack Bar, the Management Company will relinquish this responsibility. A Management Fee of \$7,000.00 will be negated and credited to the Association - pro-rated in accordance with services delivered through the date of termination. Should the Association need the Management Company to resume management of the store and snack bar, the fee will be negotiated.
- K. The Management Company shall provide and publish a schedule of appropriate activities for adults and children, and hire and properly train staff to supervise all activities including the Beach Hut.
- L. The Management Company shall strictly monitor and enforce compliance with the By-Laws and Use Regulations, which shall include, for example, but not by way of limitation, the following:
1. Hiring and training Security staff to ensure that all Use Regulations and By-Laws are being followed
 2. Administering fines for non-adherence to the Use Regulations and By-Laws in a timely and accurate manner
 3. Ensuring that all Security personnel act in a proper and professional manner with Unit Owners and guests when handling all potential and actual violations of the Use Regulations and By-Laws.
- M. The Management Company shall ensure that the Park is properly cleaned, maintained and prepared for May 1st, weather permitting, opening date of the Park.
- N. During the Off Season, the Management Company and its employees shall perform the duties as specified in the Manual and Internal Control Policy.
- O. The Management Company shall provide and ensure the proper maintenance and cleanliness of the maintenance area and staff lots. Only equipment used by the Management Company for the maintenance of the Park is allowed in the maintenance area.
- P. The Management Company shall provide an ongoing list of priorities for managing and maintaining the Park to be made available to the BOD and all owners at a minimum of a monthly basis.

3. Maintenance of Federal, State, County or Municipal Requirements, Licensing/permits, and Insurance Requirements

- A. The Association authorizes the Management Company to take such action as may be necessary to comply promptly with any and all orders or requirements affecting the **Park** placed thereon by any Federal, State, County or municipal authority having jurisdiction over the same. The Management Company must promptly notify the **BOD** of any such action. The Management Company shall not be directed to enforce any policy, which contravenes lawful statutes, ordinances or regulations. The Management Company shall not be responsible for any action taken by or at the direction of the **BOD**, which is found to contravene any statute, ordinance or regulation. The Association shall indemnify and hold the Management Company harmless for any costs or damages arising from such action.
- B. The Management Company must apply for, process, and take all necessary steps to procure and maintain in place (in the name of the Association) all licenses and permits required for the operation of the **Park** as required by any governmental or regulatory authority (at the sole cost of the Association). The cost of testing or reports needed to maintain permits shall be borne by the Association.
- C. The Association shall place with insurance companies and keep in force all forms of insurance as is required as is by law and the Condominium **Instruments**, to the extent that such compliance is reasonably feasible. The Management Company shall investigate all accidents or claims for damage relating to the ownership, operation and maintenance of the **Park** and shall cooperate and make all reports required by an insurance company in connection therewith. The Management Company shall notify the **BOD** of all such accidents or claims.
- D. The Management Company shall not be liable to the Association for any loss or damage which is covered by an insurance policy or policies on the **Park**, including, without limitation, the Units, the campsites, and the common facilities, unless such loss or damage is caused by the negligence or willful misconduct of the Management Company. The Association hereby agrees to indemnify and defend the Management Company, its agents and employees, against and hold them harmless from liability, damages, costs and expenses, (including reasonable attorneys' fees) sustained or incurred from injury (including death) to any person or property in or about the **Park**, or in connection with the performance of the obligations of the Management Company or under the express or implied direction of the Association, unless such were caused by the negligence or willful misconduct of the Management Company and employees. The Management Company shall not be liable, and bears no responsibility for, any Unlawful activity by third parties or activity by third parties causing damage or injury to persons or property, which the Management Company could not be reasonably expected to be aware of. The Association shall reimburse the Management Company for any monies which the Management Company is required to pay out in connection with any claim, proceeding, judgment, charge or prosecution instituted or maintained against the Management Company or against the Association and the Management

Company, jointly, due to the condition or use of the Park, or acts or omissions of the Management Company or employees of the Management Company or the Association, or arising out of or based upon any law, and shall defend promptly, at the sole expense of the Association, any claim, action or proceeding brought against the Management Company or the Association, jointly or severally, arising out of or connected with any of the foregoing, unless the same results from the Management Company's breach of this contract, or the Management Company's negligence, or willful misconduct. It is expressly understood and agreed that the foregoing provisions of this Section shall survive the termination of this Contract.

The Management Company hereby agrees to indemnify and defend the Association, its agents, members, and employees, against and hold them harmless from liability, damages, costs and expenses, (including reasonable attorneys' fees), sustained or incurred from injury (including death) to any person or property in or about the Park, or in connection with the performance of the obligations of the Association, unless such were caused by the negligence or willful misconduct of the Association.

The Management Company represents and warrants that it is fully experienced and properly qualified to perform the work provided for in the Contract and is properly equipped, organized, and financed to perform such work. The Management Company must finance its own operation hereunder and shall operate as an Independent Contractor and not as the agent or employee of the Association. Management Company employees are directed to perform services by the Management Company only.

The Management Company agrees to indemnify the Association and hold the Association free and harmless from and against all liabilities, claims and demands for personal injury or property damage arising out of or caused by any act or omission by Management Company or anyone the Management Company has working for the Management Company at any time from the date of this Contract until its termination. The Management Company promises to use proper care and caution in the employment of its personnel and the performance of the work required under this Contract so as not to cause personal injury or damage to any Association, Unit Owner's, or adjacent property. The Management Company shall indemnify and hold the Association harmless from any liabilities, claims or demands for such personal injury or damage to such Association, Unit Owner's, or adjacent property. The Management Company shall hold the Association free and harmless from all liabilities, costs and charges by reason of act, omission or representation by Management Company or any of its subcontractors, agents or employees.

The Management Company's agreement to indemnify and hold the Association harmless includes and shall extend to the Unit Owners, and the directors, officers, agents, and employees of the Association and shall include, but not be limited to, attorney's fees incurred in defending claims indemnified against.

The Management Company shall at all times, as of the date of commencement of the

Contract, carry public liability insurance coverage for death or bodily injury and, if the Management Company has employees, shall maintain workers' compensation for such employees. The Management Company shall also be responsible for and pay any taxes on amounts paid to the Management Company under this Contract.

It is expressly understood and agreed that the foregoing indemnity and hold harmless provisions of this Section shall survive the termination of this Contract for a period of three years or the applicable statute of limitations, whichever occurs first. The Management Company must provide a Certificate of Insurance showing the following liability limits and naming Totem Pole Park Condominium Unit Owners Association as an additional insured. – General liability \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and Umbrella liability \$5,000,000.00.

- E. The Management Company understands and agrees that it shall often be in possession of information concerning the Association or the Unit Owners that is or should be considered confidential and that such information must be treated with the utmost sensitivity. The Management Company shall inform all of its principals, officers, employees, and agents of the importance of exercising substantial care in this area. A breach of confidentiality shall be considered a reason for immediate termination of this Contract. The Management Company and the BOD have access to the password for the security cameras. All employees will sign a confidentiality agreement.

ARTICLE V

Duties/Responsibilities of Association

1. In addition, the BOD authorizes the President or such other officer as the BOD designates, to be the official
2. After the Manager and the Management Company have exhausted reasonable efforts to contact person for all dealings with the Management Company. enforce the Condominium Instruments, including the Association's Use Regulations and By-Laws, as mutually agreed upon between the Management Company, the Manager and BOD, the BOD shall have ultimate and final responsibility to enforce the Condominium Instruments.
3. Invoices submitted by the Management Company for expenses incurred by the Management Company shall be submitted for review promptly by the BOD and, if approved, shall be paid within 14 days of receipt of such invoice. If the BOD does not approve such invoice in whole or in part, the President of the BOD shall immediately notify the Management Company of such non approval and the reasons therefore and shall schedule a meeting with the Management Company to discuss such invoice. If the non-approval is only for part of the invoice, the Association shall pay the balance of the invoice within 14 days of receipt of such invoice. If the BOD and the Management Company cannot agree on a resolution of the issue concerning the non approved invoice, the matter shall be referred to a third party agreed upon by the BOD and the Management Company for a final resolution.
4. The Management Company must provide a Fidelity Bond for the Management Company and its employees in an amount equal to fifty percent (50%) of the estimated cash requirement for common expenses for the first year and renewable every year thereafter of

this contract as stated in the By-laws 4-112. The Association shall be the obligee under such bond, and the Management Company shall be responsible for all premium payments unless otherwise agreed on between the Management Company and the BOD. The Management Company will be reimbursed 50% of the annual premium by the Association for the required Fidelity Bond.

ARTICLE VI

Miscellaneous Provisions

1. Upon termination of this Agreement at the end of its term, the Management Company must remain available to its successor on a daily basis for a period of one (1) month. During that time, the Management Company must winterize the water system and all common and commercial buildings located within the Park.

ARTICLE VII

Compensation and Term of Contract

1. The Management Company will be compensated based on a submitted bid of \$550,000 including an annual 2% COLA increase. A fixed 2% COLA rate will be added annually for the duration of the Contract, as approved by the BOD.

- A. The Management Company will be paid on a MONTHLY basis, payable on the 10th day of each month as outlined in the payment schedule below and with each consecutive year of the contract the monthly payment amount will be increased by 2%.

Year 1 (2023-2024)

- November: \$35,000
- December: \$35,000
- January: \$35,000
- February: \$35,000
- March: \$35,000
- April: \$35,000
- May: \$45,000
- June: \$75,000
- July: \$75,000
- August: \$75,000
- September: \$35,000
- October: \$35,000

2. Payment of the Management Company's compensation shall be the obligation of the Association and shall not depend upon the payment of assessments by individual Unit Owners.
3. Either party may terminate this Contract WITHOUT cause AND by mutual agreement upon 120 days prior written notice to the other party.
4. Either party may terminate this contract WITH cause or by mutual agreement upon (30) day prior written notice to the other party. With cause shall mean a material breach in the performance of either parties obligations under this contract and the failure to cure the breach or event of default in accordance with section 7 below.
5. Upon termination, the Management Company shall, within fourteen (14) days, submit documentation for any monies due the Management Company, and the Association shall have fourteen (14) days to review such documents. The Association shall have an

additional sixty (60) days within which to pay.

6. The last monthly payment will be withheld for a period up to 60 days to be paid out upon the completion of the obligations outlined within the contract and condominium instruments to the satisfaction of the Board. i.e. Managers house, clean and free of disrepair, Maintenance building clean and organized, free of debris etc.
7. Defaults: The following shall constitute "events of default" under this Contract:
 - A. The failure of either the Management Company or the Association (but not individual Unit Owners) to make any payment required to be made in accordance with the terms hereof within thirty (30) days after receipt by such party of written notice that such payment has not been made; or
 - B. The failure of either the Management Company or the Association (but not, individual Unit Owners) to perform, keep or fulfill any of the other covenants, undertakings, obligations or conditions set forth in the Contract, and the continuance of such default for a period of thirty (30) days after written notice of said failure.
 - C. Upon the occurrence of any such events of default, the non defaulting party shall give to the other party (the "Noticed Party") notice of such default - (the "Notice") and notice that this Contract shall terminate upon the expiration of a period of thirty (30) days from the date of such notice unless, prior to the expiration of such period, such default has been cured or, in the event of a default which is not susceptible of being cured within such thirty (30) days, unless the defaulting party shall promptly commence to cure the default and must thereafter diligently pursue such efforts to completion.
 - D. The Notice shall state the specific reason(s) for the default and the specific action(s) required to cure the Noticed Party's default. If the Noticed Party does not agree with all or portions of the Notice, within fifteen (15) days after receipt thereof the Noticed Party shall give written notice to the non-defaulting party of such disagreement, which notice shall specifically identify the areas of disagreement with the Notice and that the Noticed Party requests a determination thereof by arbitration; provided, as to the portion of the non defaulting party's notice that the Noticed Party agrees with, the Noticed Party shall proceed to cure as provided above. If the arbitrator determines that any noticed default denied by the Noticed Party exists, the arbitrator by written opinion shall identify such default, the action(s) required to cure the default and the specific period of time, which the Noticed Party shall have to cure the default. If the Noticed Party complies with the decision of the arbitrator, this Contract shall not terminate.
8. Miscellaneous Provisions:
 - A. This Contract shall insure to the benefit of and constitute a binding obligation upon the contracting parties.
 - B. This Contract shall constitute the entire agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Contract.
 - C. Nothing in this Contract is intended or shall be construed to confer upon or to give to any person, firm or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract. All terms and conditions in this Contract shall be for the sole and exclusive benefit of the parties hereto.
 - D. Any and all issues, disagreements, disputes, questions or matters arising under this

Contract upon which the parties do not agree, shall be settled by arbitration in accordance with Rules of the New Hampshire Superior Court for binding Arbitration by an arbitrator or arbitrators appointed in accordance with those rules. Such arbitration shall be conducted in the State of New Hampshire. The decision or award rendered shall be binding as to any facts found and may be entered in a Court of competent jurisdiction. The allocation of the cost of arbitration and attorney's fees shall be determined by the arbitrator.

- E. All notices required or which may be given under this Contract shall be in writing, sent by certified mail, return receipt requested or by electronic mail with confirmed receipt and if addressed to the Management Company, shall be addressed to **Autumn River Management Services LLC 816 Tolland Stage Rd. Tolland, CT 06084** and also to the current President of the **BOD** of the Totem Pole Park **Condominium** Unit Owners Association.
- F. This Contract is subject to the provisions of the **current** New Hampshire Condominium Act, the Declaration, By-laws and Use Regulations, **Operations Manual, and Internal Control Policy** of Totem Pole Park, A Condominium Campground, as any of the foregoing may be duly amended from time to time, provided, nevertheless, that such amendments shall not require any additional obligation of performance on the part of the Management Company which is not specifically called for in this Agreement, unless agreed to in writing by the parties. In the event of amendments arising by legislation or by operation of law, additional expenses resulting, if any, must be borne by the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Management Contract the ____ day of _____, 2023.

TOTEM POLE PARK CONDOMINIUM UNIT OWNERS ASSOCIATION

By: _____

Name: **Kimberly Lauranzano, It's Duly Authorized President**

Date: _____

Autumn River Management Services LLC

By: _____

Name: Shannon Joubert, Duly Authorized President

Date: _____

Contract upon which the parties do not agree, shall be settled by arbitration in accordance with Rules of the New Hampshire Superior Court for binding Arbitration by an arbitrator or arbitrators appointed in accordance with those rules. Such arbitration shall be conducted in the State of New Hampshire. The decision or award rendered shall be binding as to any facts found and may be entered in a Court of competent jurisdiction. The allocation of the cost of arbitration and attorney's fees shall be determined by the arbitrator.

- E. All notices required or which may be given under this Contract shall be in writing, sent by certified mail, return receipt requested or by electronic mail with confirmed receipt and if addressed to the Management Company, shall be addressed to Autumn River Management Services LLC 816 Tolland Stage Rd. Tolland, CT 06084 and also to the current President of the BOD of the Totem Pole Park Condominium Unit Owners Association.
- F. This Contract is subject to the provisions of the current New Hampshire Condominium Act, the Declaration, By-laws and Use Regulations, Operations Manual, and Internal Control Policy of Totem Pole Park, A Condominium Campground, as any of the foregoing may be duly amended from time to time, provided, nevertheless, that such amendments shall not require any additional obligation of performance on the part of the Management Company which is not specifically called for in this Agreement, unless agreed to in writing by the parties. In the event of amendments arising by legislation or by operation of law, additional expenses resulting, if any, must be borne by the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Management Contract the 14th day of October, 2023.

TOTEM POLE PARK CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Kimberly Laurano
Name: Kimberly Laurano, It's Duly Authorized President

Date: 10-14-23

Autumn River Management Services LLC

By: Shannon Joubert
Name: Shannon Joubert, Duly Authorized President

Date: 10/14/23